

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

June 6, 2022

WORKSHOPS

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

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

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/34689?startStreamAt=0&stopStreamAt=5611

4:00 - 5:00 pm Draft IBR Modified LPA

Katherine Kelly, Senior Transportation Policy Advisor, 360-487-7947

Summary

Staff led Council through a discussion of the Interstate Bridge Replacement Program and Recommended Modified Locally Preferred Alternative.

5:00 - 6:00 pm Transportation Improvement Program

Chris Malone, Finance and Asset Manager, 360-487-7711; Ryan

Summary

Staff led Council through a discussion of the Transportation Improvement Program and the proposed updates.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

REGULAR COUNCIL MEETING

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

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

<https://www.cvtv.org/vid/link/34691?startStreamAt=0&stopStreamAt=14638>

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Councilmember Hansen left after the proclamations and returned to Council Chambers during Item 11.

Councilmember Fox motioned to excuse Councilmember Hansen from the Council meeting, seconded by Councilmember Paulsen, and carried unanimously to approve the absence.

Approval of Minutes

Minutes - April 4, 2022

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried unanimously to approve the meeting minutes of April 4, 2022.

Proclamation: Pride Month; Ride Public Transit Day

Mayor McEnerny-Ogle read and presented a proclamation to Brian Beliel, Pride Event Coordinator of Vancouver USA PRIDE, and Micheil MacCutcheon, President of USA PRIDE, proclaiming June 2022, as Pride Month.

Mayor McEnerny-Ogle read and presented a proclamation to Shawn Donaghy, Chief Executive Officer for C-Tran, and Matthew Sutherland, Advocacy Director for Transportation Choices in Seattle, proclaiming June 2022, as Ride Transit Month.

Community Communication (Items 1-6)

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding Consent Agenda Items 1-6:

- Kimberlee Elbon, La Center, WA
- Cathryn Chudy, Vancouver
- Heidi Cody, Vancouver
- Robin Cody, Vancouver
- June Yamrick, Vancouver
- Kristin Edmark, Battle Ground, WA
- Melissa Cummings, Vancouver
- Don Steinke, Vancouver
- Alona Steinke, Vancouver
- Janet Hedgepath, Vancouver
- Peter Brown, Vancouver
- Katie Gavares, Portland, OR
- Ted Labbe, Portland, OR
- Laurel Pascual, Vancouver
- Siobhana McEwen, Vancouver
- Wynn Grcich, Vancouver
- Gregory Garceau, Vancouver
- Nancy Helget, Vancouver
- Monica Zazueta, Vancouver
- Rebecca Ponzio, Seattle, WA

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

Communication.

Consent Agenda (Items 1-6)

Council requested Items 4 and 5 be pulled for discussion.

Council discussed Item 4 at length with staff. Councilmember Harless requested an amendment to the City of Vancouver Climate Action Plan Early Action Package to strike text on paragraph number 3 under the Buildings and Energy section.

Motion by Councilmember Harless, seconded by Councilmember Fox, to amend the text in the Vancouver Climate Action Plan Early Action Package, motion passed.

Council discussed Item 5 at length with staff. Councilmember Harless requested an amendment to add text in the City Council Policy 100-32 to add to section 10.14, paragraph 2.

Motion by Councilmember Harless, seconded by Councilmember Stober, to amend the text in the City Council Policy 100-32, motion passed.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve the Consent Agenda as amended.

1. Construction Bid Award for Rose Village Park

Staff Report: 071-22

This contract provides for development of the .46-acre Rose Village Park located at 35th and T Street in the Rose Village Neighborhood Association. In 2011, the Parks, Recreation and Cultural Services Department (PRCSD) received Community Development Block Grant (CDBG) funding for planning and construction of a first phase of Rose Village Park. The City met with the neighborhood association and worked with students at Washington Elementary School in planning for the new park. Public engagement through surveys, newsletters and a neighborhood presentation, led to the final approval of the masterplan in October 2011. Plan and specifications were being prepared at the time when the economy took a down-turn. The project was put on hold and the remaining CDBG money was returned.

In 2021, Park Impact Fees were identified to proceed with the park development. PRCSD reached out to the neighborhood through direct mailings to inform the neighborhood of the park development and to ask for input regarding the original plan, playground theming, and if any adjustments should be considered. After the resulting adjustments to the plan the project proceeded through permitting and bidding. The community selected a "space theme" for the park to give it character and vibrancy. The

project consists of grading, new concrete walks, play equipment with poured in place rubber surfacing, shade trellis structure, ½ court basketball, picnic tables, benches, bike racks, fencing and ornamental railings, new seeded lawns, landscaping, and irrigation. The work is anticipated to be complete by end of year 2022.

A Request for Bids (ITB 22-27) was issued on April 26, 2022. Bids were publicly opened on May 17, 2022. The City received five bids. The results are listed below.

VENDOR	AMOUNT
<i>Allcon LLC, Brush Prairie WA</i>	<i>\$580,234.00</i>
<i>Western United Civil Group LLC, Yacolt WA</i>	<i>\$602,122.46</i>
<i>Advanced Excavating Specialists, Kelso WA</i>	<i>\$727,324.09</i>
<i>Genguild Construction LLC, Battle Ground WA</i>	<i>\$803,896.25</i>
<i>Clark and Sons Excavating, Inc. Battle Ground WA</i>	<i>\$1,004,666.68</i>
ENGINEER'S ESTIMATE	\$446,000.00

Staff is requesting that City Council award the contract to Allcon LLC, of Brush Prairie, Washington as the lowest responsive and responsible bidder on the project.

Request: Award the project to the lowest responsive and responsible bidder, Allcon LLC, of Brush Prairie, Washington and authorize the City Manager, or his designee, to execute a contract and approve any required amendments for construction of Rose Village Park for the bid amount of \$580,234.00, including Washington State sales tax.

Terry Snyder, Senior Park Developer, 360-487-8317

Motion approved the request.

2. Completion of Construction - Land Bridge Paving Renovation

Staff Report: 072-22

The project replaced the eroding, decomposed granite walking surface with architectural concrete pavers.

The original construction contract bid amount was \$349,266.93. Change orders and quantity adjustments during construction decreased the contract amount by 8.6% to \$319,415.65. The largest change order was the deletion of six sculpture foundations which decreased the contract amount by \$25,000.00. The City's funding partner, the Confluence Project, decided they will hire a contractor later to install the six new foundations at the time when the six sculptures are complete and ready for installation. Golf

Construction of Vancouver, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

Request: On June 6, 2022, accept the Land Bridge Paving Renovation Project as constructed by Colf Construction of Vancouver, Washington, and authorize release of the retainage in the amount of \$14,719.62, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 360-487-7790

Motion approved the request.

3. Adoption of an Interlocal Agreement between Washington State Department of Transportation (WSDOT) and the City of Vancouver to address homeless encampments on WSDOT rights-of-way (ROW)

Staff Report: 073-22

There are numerous homeless encampments presently on or adjacent to WSDOT ROW, which pose a risk to safety and public health of both the residents of those encampments and the broader Vancouver community. Currently, the City's Homeless Assistance & Resource Team (HART) provides outreach services and limited enforcement on a case-by-case basis when asked to assist by WSDOT staff. All work currently conducted by HART is done as part of their regular work assignment and the City receives no financial support from WSDOT for work conducted on WSDOT property.

Request: On June 6, 2022, adopt the Interlocal Agreement with WSDOT to address homeless encampments on WSDOT ROW.

Aaron Lande, Program and Policy Development Manager,
360-487-8612

Motion approved the request.

4. Climate Priority Resolution

Staff Report: 074-22

A RESOLUTION declaring climate action as a City priority and adopting municipal and community-wide greenhouse gas reduction goals; directing the City Manager to formulate a Climate Action Plan to achieve those goals; and providing agency-wide guidance on the incorporation of climate action into plans, programs, policies, and budgets.

At the July 2021 climate workshop, the City Council endorsed an Early

Action Package (EAP) of 13 climate actions targeted at jumpstarting GHG emissions reduction while laying the groundwork for the implementation of the full Climate Action Plan in 2022.

At the March 2022 workshop, Council initiated progress on Action #11 (Release a supplemental climate and sustainability priority declaration) of the EAP by directing CMO staff to draft such a resolution for Council adoption. CMO staff presented a draft resolution to Council during the May 16, 2022 workshop and incorporated suggestions and feedback from Councilors into the revised draft presented here (Attachment A).

This draft Climate Priority Resolution accomplishes several key policy objectives endorsed by Council at the July 2021 and March 2022 climate workshops. It would adopt the Early Action Package as well as the following leading-edge climate goals for the City of Vancouver:

- *An overall Climate Action goal of:*
 - *an 80% reduction in GHG emissions by municipal operations by 2025;*
 - *an 80% reduction in GHG emissions by the Vancouver community by 2030; and*
 - *the achievement of carbon neutrality by both municipal operations and the Vancouver community by 2040.*

The resolution directs the City Manager to develop a Climate Action Plan (CAP) to define the strategies and actions necessary to achieve this climate action goal. It further directs all City staff to pursue policy and budgetary actions that support this desired pathway and directs City departments to specify how new or updated programs, services, projects, and plans will be grounded in climate change mitigation and resilience. It also declares Council's intention to center youth and frontline communities in the implementation and oversight of the CAP, and to conduct regular updates and refinements of the CAP to continue making progress towards its 2040 goals.

Request: On June 6, 2022, adopt the climate priority resolution.

Rebecca Small, Senior Policy Analyst, 360-487-8601

Motion approved the request.

5. Resolution for City Council Policy Updates

Staff Report: 075-22

A RESOLUTION relating to City Council policies and procedures for "Appointments to Community Member Boards and Commissions," "City Council Meetings;" amending City Council Policies 100-06, and 100-32.

The City Council's operating policies and procedures were originally adopted in 1999. Periodic review and update to the policies are necessary to reflect changes in City policy as well as best practices in municipal governance and state law.

After recent review of the Council policies with City Council, Staff recommends the revisions as reflected in the redlined versions of the policy documents attached to this staff report. The proposed updates generally reflect the following changes:

Policy 100-06: Incorporates elements of the recruitment, selection, and appointment process used by the Strategic Plan Advisory Committee (SPAC) into Sections 4.3 – 4.6; affirms commitment to Diversity, Equity, Inclusion (DEI) and gives examples of attributes that add contributive potential; and calls for City Staff to prepare a community survey report analyzing Boards and Commissions.

Policy 100-32: Allows the City to pilot new Community Communication formats at the second Consent meeting each month; allows programming of Fifth Mondays on an as-needed basis for in depth policy exploration or capacity building in a retreat format; provides for selection of Mayor Pro Tempore through ranked choice voting by the Mayor and City Council; and specifies the times for advance registration for public testimony.

Revisions to Council policies must be made by Resolution.

Request: Adopt a resolution amending City Council Policies 100-06 and 100-32.

Jonathan Young, City Attorney, 360-487-8500

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for June 6, 2022.

Motion approved claim vouchers in the amount of \$13,903,708.12.

Public Hearings (Item 7-11)

7. Fossil Fuel Facility Moratorium Extension

Staff Report: 067-22

AN ORDINANCE further extending for an additional period of six months the moratorium originally enacted by Ordinance No. M-4295, which was first extended by Ordinance No. M-4323, then extended a second time by Ordinance No. M-4335, and subsequently extended a third time by Ordinance

No. M-4355, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to work to consider the issues noted by the various stakeholders and to ensure that the proposed amendments to the City Code adequately address the legal concerns raised by current industry operators; and establishing an effective date.

The moratorium, which was enacted by Council in June of 2020, prohibits new or expanded large-scale fossil fuel facilities, based on concerns about potential impacts to local public and environmental health and safety and to climate change. It has been enacted to allow time to update the land use code standards for such uses and to align them with other planning efforts currently underway, such as the Vancouver Strategic Plan update, Climate Action Plan, and other Title 20 code amendments.

The moratorium prohibits new or expanded facilities engaged in distribution, extraction, refinement, processing or bulk movement of fossil fuels, or bulk storage of over two million gallons of fossil fuels. Facilities producing energy from landfill gas, fossil fuel by-products such as asphalt or others, or direct consumer sales such as gas stations are all explicitly exempted from the moratorium. Upkeep, repair, maintenance, or City-mandated health and safety improvements of any existing facilities are also exempted.

Staff presented a set of potential code updates for fossil fuel storage at the August 2, 2021 City Council workshop and received feedback which was used in the drafting of a SEPA Determination of Non-Significance (DNS) for the proposed code amendments to solicit public comment. The City received an appeal of its SEPA Determination from the Washington State Petroleum Association, which identified a number of concerns with the City's analysis.

Staff agreed that more analysis was likely needed and therefore withdrew the SEPA DNS to allow for additional work, which staff determined will require assistance from outside experts. Last December, Council agreed that more time would be needed to strengthen the development code changes and environmental review in order to withstand a potential challenge and extended the temporary moratorium until June 8, 2022.

Since staff was last before Council in December, progress has been made in a number of areas, including:

- 1) Additional refinement of the proposed zoning code text changes;*
- 2) March 8 Planning Commission workshop;*
- 3) Further stakeholder outreach with the Port of Vancouver and representatives of three local facilities that handle bulk fossil fuels on March 10, specifically to discuss their products being handled and any concerns regarding proposed limits on expansions;*
- 4) Consultation with the project managers of similar fossil fuel ordinances in*

Whatcom County and the City of Tacoma; and

5) Negotiation of a scope of work with BERK Consulting, a firm that is widely considered an expert in the land use planning related to the petroleum sector of the economy.

BERK Consulting recently assisted both the City of Tacoma and Whatcom County with ordinances that limit large fossil fuel-related facilities, neither of which were appealed. BERK has a thorough knowledge of how petroleum moves through the economy and understanding of how regulations can advance community safety and climate goals. BERK will be assisting the City in: 1) understanding how restricting bulk fossil fuel facilities might impact local fuel distribution; 2) reviewing draft development code language; and 3) editing and supplementing the City's SEPA analysis as needed. Because BERK's services are in high demand, only recently have they had available capacity to assist Vancouver. A contract is now in place and they have started their work.

Staff expects to be able to complete the necessary analysis, conduct further stakeholder engagement and propose code amendments to the Planning Commission and Council within the requested extension period, which accommodates workshops and public hearings with both bodies, as well as a 30-day period after Council approval before the code changes take effect.

Request: On Monday, June 6, 2022, subject to second reading and public hearing, approve the ordinance.

Chad Eiken, Community Development Director, 360-487-7882

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

Chad Eiken, Community Development Director, provided an overview of the Fossil Fuel Facility Moratorium.

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

- Cathryn Chudy, Vancouver
- Nancy Helget, Vancouver
- Monica Zazueta, Vancouver
- Rebecca Ponzio, Seattle, WA
- Heidi Cody, Vancouver
- Susan Saul, Vancouver
- Jean Avery, Vancouver
- Greg Garceau, Vancouver

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4370.

8. Code Amendments to VMC Title 14.24-Erosion Control & 14.25-Stormwater Ordinances

Staff Report: 068-22

AN ORDINANCE relating to erosion control, amending sections 14.24.030, 14.24.035 and 14.24.040 of the Vancouver Municipal Code, updating the reference to the current state stormwater manual, and providing clauses for savings, severability, and an effective date.

AN ORDINANCE relating to stormwater control, amending sections 14.25.100 and 14.25.110 of the Vancouver Municipal Code, updating the reference to the current state stormwater manual, and providing clauses for savings, severability, and an effective date.

In 2019, Washington Department of Ecology reissued the Western Washington Phase II Municipal Stormwater Permit to comply with provisions of the federal Clean Water Act and the state Water Pollution Control Law. The reissued Permit includes a new requirement to review and update City Code to meet the reissued permit requirements. The proposed amendments to VMC Title 14.24 and Title 14.25 are intended to meet the Federal and State mandated requirements.

The proposed changes will update the reference to the current State Stormwater Management Manual for Western Washington manual as required to meet the National Pollutant Discharge Elimination System Permit.

Request: On Monday, June 6, 2022, subject to second reading and public hearing, approve the ordinances.

Annette Griffy, Engineering Program Manager, 360-487-7190

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

Annette Griffy, Engineering Program Manager, provided an overview of the Code Amendments to Vancouver Municipal Code 14.24 and 14.25.

Mayor McEnerny-Ogle opened the public hearing.

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4371 and

Ordinance M-4375.

9. Code Amendments to VMC Title 14.26-Water Resources Protection Ordinance

Staff Report: 069-22

AN ORDINANCE relating to water resources protection, amending certain sections of Chapter 14.26 of the City of Vancouver's Municipal Code regarding minimum standards to reduce the risk of contaminants entering surface waters and groundwaters, as last amended by Ordinance M-4179, and providing clauses for savings, severability, and an effective date.

In 2019, Washington Department of Ecology reissued the Western Washington Phase II Municipal Stormwater Permit to comply with provisions of the federal Clean Water Act and the state Water Pollution Control Law. The reissued permit includes a new requirement to implement source control best management practices (BMPs) for existing land uses. The proposed amendments to VMC Title 14.26 are intended to meet the Federal and State mandated requirements.

Source control BMPs are a collection of practices focused on preventing stormwater pollution from occurring. Practices like good housekeeping, preventative maintenance, secondary containment, spill prevention plans and employee training can prevent pollution from entering storm drains, waterways and groundwater. In some cases, installation of roofs, covers, or berms and/or construction of treatment facilities may be necessary to protect surface and groundwater.

Major components of the existing ordinance include citywide prohibitions of specific high-risk uses such as chrome plating and hazardous waste disposal sites; prohibitions for uses in close proximity to municipal drinking water wells, such as bulk petroleum fuel operations, heating oil tanks and septic systems; standards and requirements for operations that manage hazardous materials; and an inspection program and enforcement authority to implement the code.

The proposed changes will require most existing land uses and businesses to apply pollution prevention best management practices as part of their normal operations. Many businesses may have already adopted practices that meet current pollution prevention requirements. Staff will be required to conduct inspections to verify compliance and require corrections when necessary. Staff will also provide technical assistance to help businesses with pollution prevention practices. Guidance for businesses is available in the Stormwater Management Manual for Western Washington.

Staff estimates approximately 4,000 businesses and/or sites will be

included in the inventory that have a potential to generate pollutants. The number of annual inspections required must be equivalent to 20% of the total inventory.

The City held informational webinars with stakeholders on January 13, January 20, and January 24, 2022 to discuss the proposed code amendments and made available an online open house from December 22, 2021 through February 9, 2022 to consider comments from stakeholders.

Request: On Monday, June 6, 2022, subject to second reading and public hearing, approve the ordinance.

Kris Olinger, Senior Civil Engineer, 360-487-7188

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

Annette Griffy, Engineering Program Manager, provided an overview of the Code Amendments to Vancouver Municipal Code 14.26.

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

- Laurel Pascual, Vancouver

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

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve Ordinance M-4372.

10. Proposed changes to the Vancouver Municipal Code (“VMC”) 7.05.010, 7.04.020, 7.04.030, 2.46.020

Staff Report: 070-22

AN ORDINANCE of the City of Vancouver expanding the definition of public disturbances to restrict certain additional noises and vibrations, expanding the definition of pedestrian interference to prohibit targeted picketing or protesting, and allowing the City to assert a claim or lawsuit on behalf of an official, employee or volunteer to the extent it is reasonably necessary in order to further a public purpose; amending Vancouver Municipal Code Sections 7.05.010 “Public Disturbances”, 7.04.020 “Pedestrian Interference”, 7.04.030 “Definitions”, and 2.46.020 “Defense of Officials, Employees, and Volunteers”; providing for severability; and setting an effective date.

VMC 7.05.010 (1) (c) restricts certain noises made near public streets during certain hours, but it does not regulate other noises like noise makers,

whistles, fireworks, sound amplifying equipment or airhorns. It also does not regulate vibrations or other noises within a residential districts that unreasonably disturb or interfere with the peace, comfort, and repose of owners or possessors of real property. These proposed changes would pass constitutional scrutiny because they are content-neutral, and narrowly tailored by only limiting certain types of noises in residential districts. The changes do not affect any other time, manner, or location of other noise, speech or communication.

*Currently, VMC 7.04.020 does not prohibit the targeted picketing or protesting directed at a single residence or dwelling of another and VMC 7.04.030 does not define the meaning of targeted picketing or protesting. These proposed changes are in line with the United States Supreme Court's decision of *Frisby v. Schultz*, which granted cities the power to regulate picketing or protesting directed at a residence or dwelling of a particular person.*

VMC 2.46.020 currently requires the City to defend and indemnify an official, employee or volunteer (current or former) when a claim is made against those individuals for actions or inactions they took on behalf of the City. These proposed changes would go beyond defense and indemnity and empower the City to take affirmative action like seeking a restraining or anti-harassment order against an alleged perpetrator, or seeking an order of removal (trespass) of an unauthorized person. This type of affirmative relief would further a "fundamental public purpose of government," so as not to run afoul of the Gift of Public Funds Doctrine, which prevents the City from using money or resources to aid any one individual.

Request: On Monday, June 6, 2022, subject to second reading and public hearing, approve the ordinance.

Nena Cook, Chief Assistant City Attorney, 360-487-8503

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

Nena Cook, Chief Assistant City Attorney, provided an overview of the Proposed Changes to the Vancouver Municipal Code 7.05.010, 7.04.020, 7.04.030, 2.46.020.

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

- Kimberlee Elbon, La Center, WA
- Victoria Ferrer, Battle Ground, WA
- Ariel Young, Vancouver
- Ryan Rosenkranz, Richland, WA
- Penelope Siemssen, Yacolt, WA
- Wynn Grcich, Vancouver
- Wendi Moose, Washougal, WA

- LaDonna Kirkpatrick, Vancouver

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

Council briefly discussed Item 10.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance M-4373.

11. **HQ Master Plan and Subdivision**

Staff Report: 064-22

AN ORDINANCE approving the HQ Master Plan and Subdivision at Fisher's Quarry and associated VMC Title 20 text amendments; and providing for severability and an effective date.

In 2009, the City adopted the Riverview Gateway Subarea Plan that established goals and policies and an overall vision for redevelopment of two former rock quarries at the intersection of SR-14 and SE 192nd Avenue. The subject site is the 99-acre Fisher's Quarry that is located west of 192nd Avenue.^[1] The applicant has named the development the HQ Master Plan.

Following the completion of the Subarea Plan, the Riverview Gateway Plan district regulations were adopted into the development code (VMC 20.680). The Riverview Gateway Plan District requires that the applicant submit for and obtain approval of a master plan prior to the area being developed. Under the City's development code, the master plan is a Type IV process requiring a hearing before the Planning Commission who makes a recommendation to City Council for final action.

The applicant requests approval of a master plan to develop the 99-acre Fishers Quarry Site and subdivide the property into 41 lots. Development includes approximately 331,934 square feet of office/light industrial, 350,765 square feet of non-office commercial (includes 120-room hotel), 1,950 multi-family dwelling units and 25 single-family attached (townhouse) residential lots.

the City Council remanded this master plan to staff at the May 9 first reading to amend conditions of approval to address a moderate increase in density in the northernmost residential portion of the project as well as to address conditions regarding trails within the project. These issues have been addressed in the supplemental materials provided with this staff report.

Staff requests that the City Council approve the project based on the

findings contained in the staff report to the Planning Commission dated February 15, 2022 for the February 22, 2022 Planning Commission hearing with the staff proposed amended conditions contained in the attached memo to City Council dated May 17, 2022

[1] The WSDOT quarry is the second quarry area identified in the subarea plan and is located generally east of 192nd Avenue. In 2016, the City Council approved the Columbia Palisades master plan for the WSDOT quarry. Columbia Palisades is currently being built out and is not part of this proposal.

Request: On June 6, 2022, subject to second reading and public hearing, approve the ordinance.

Keith Jones, Senior Planner, 360-487-7887

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

Keith Jones, Senior Planner, provided an overview of the HQ Master Plan and Subdivision.

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

- James Bueter, Vancouver

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

Council discussed Item 11 with staff briefly.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried unanimously to approve Ordinance M-4374.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Boards and Commissions Annual Review Update

The Communication for Boards and Commissions Annual Review Update was moved to a future meeting.

County-Wide Criminal Justice Sales Tax Proposition

The Communication for County-Wide Criminal Justice Sales Tax Proposition was moved to a future meeting.

Community Forum Format Options

Laura Shepherd, Communications Director, provided an update on the Community Forum Format Options.

Adjournment

10:32 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Peter Fels

Vancouver WA 98663

TELEPHONE:

May 26, 2022

RE: Climate Action Plan, Early Action

Dear Council Member:

I welcome the proposed adoption of a Climate Resolution. At the direction of you and other Council Members, in consultation (in which I participated) with Cascadia Consulting Group and the community staff has been working on developing a Climate Action Plan for quite a while now, and you will soon have before you a proposal for a Climate Priority Resolution (currently scheduled for June 6).

The Resolution will include adoption of an Early Action Package to be followed by the City Manager's Office and implemented by City staff pending adoption of the final CAP.

In considering these proposals, I ask you to keep the following in mind:

- 1.) Research has established and it has been known for many years that the fastest way to reduce climate impact is to conserve energy use.

As NW Natural says in its document "Vision 2050: Destination Zero", "Helping customers use less is the fastest and cheapest way to reduce emissions."

<https://www.nwnatural.com/about-us/the-company/destination-zero>

The U.S. EPA says: "The most effective way to reduce CO₂ emissions is to reduce fossil fuel consumption. Many strategies for reducing CO₂ emissions from energy are cross-cutting and apply to homes, businesses, industry, and transportation."

<https://www.epa.gov/ghgemissions/overview-greenhouse-gases#:~:text=The%20most%20effective%20way%20to,to%20reduce%20greenhouse%20gas%20emissions>.

Retrofitting existing buildings, mandating the tightest building envelopes and most efficient heating and cooling systems, and reducing vehicle miles traveled should be top of the list for climate action.

- 2.) To keep the plan on track, City staff must keep climate goals and performance in mind at all times.

The Climate Resolution calls for review at least every four years. While it may be unreasonable to expect a full performance review any sooner, the Resolution should call for staff to consider all their activities with the goals of the CAP in mind, just as you have asked them to keep DEI in mind with everything they do. City Manager Holmes will need to reinforce this principle until it becomes automatic, even for the most mundane of staff functions.

3.) 100% clean energy is impossible under current circumstances.

The electricity we use from Clark Public Utilities comes from a mix of sources primarily consisting of power from its River Road Generating Plant and the Bonneville Power Administration. The RRGP uses fossil gas to power generators which produce on average 30% of our electricity. In 2012, it was noted that the RRGP was one of the top 10 sources of greenhouse gas in Washington.

CPU is under a state mandate to become 100% carbon neutral by 2040, but this will not allow the City to obtain 100% clean energy by 2022 or even within a few years. We all need to continue to pressure CPU to do better to reduce its reliance on RRGP and replace it with clean sources of energy (hydro, wind and solar) much earlier than 2040.

The City will also have to develop its own clean energy sources, such as rooftop solar and possibly entering power purchasing agreements, in order to meet the goals in the Early Action Package and CAP. (see: Early Implementation Actions #3; Draft CAP strategy BE.1.E)

4.) Renewable Natural Gas does not reduce carbon intensity.

Northwest Natural Gas says “RNG is considered carbon neutral because both combustion and lifecycle emissions do not contribute a net-increase in greenhouse gases into the atmosphere.” NWN “Vision 2050”, p.14. “Carbon neutral” basically means that RNG has the same carbon intensity as fossil gas. Both are methane.

“Methane is a well-known Short-Lived Climate Pollutant (SLCP). On a 100-year time scale, the global warming potential (GWP) of methane is roughly 28 to 36 times greater than carbon dioxide. However, much of methane’s GWP impact is felt in the near-term. On a shorter, 20-year time frame, methane’s GWP is about 84 to 87 times greater than carbon dioxide.” (Washington Dept. of Commerce)

<https://www.commerce.wa.gov/wp-content/uploads/2019/01/Energy-Promoting-RNG-in-Washington-State.pdf> , p. 31-- citing:

<https://www.epa.gov/ghgemissions/understanding-global-warming-potentials>

It is not a solution for reducing carbon emissions to substitute “renewable” methane for fossil methane. Theoretically, capturing methane from organic sources (such as a landfill) and using it to replace the methane in a fossil gas pipeline can reduce the total methane emitted into the atmosphere, but only if it reduces the amount of fugitive methane that would otherwise escape. Gas produced by large digesters that gather and assemble organic materials that would not otherwise produce methane, such as at a huge industrial agriculture facility, is only a new source of methane. The best use of “RNG” is to utilize it at a source where it would otherwise go unused. Grubert, 2020 *Environ.Res.Lett.* **15 084041**

(<https://iopscience.iop.org/article/10.1088/1748-9326/ab9335/pdf>),

The City must resist NWN’s attempt to greenwash its product by claiming it can reduce carbon intensity with introduction of RNG into its pipelines.¹ NWN’s own document says NWN currently has contracts to replace approximately 3% of its total supply and hopes to reach 10% “over the next several years”. (Vision 2050, p. 24.) In that document, NWN estimates that by 2030, under 3

1. NWN’s filings with the Oregon PUC indicate it plans to source RNG from Nebraska, and there are questions whether any of that will actually end up in Vancouver area pipelines.

various scenarios, 9 - 17% of its supply can be from RNG. Yet a study by WSU done for the Washington legislature concluded that "adequate opportunities exist for RNG production equivalent to 3 percent to 5 percent of current natural gas consumption in Washington." *Promoting RNG in Washington State*, WSU 2018, (<https://www.commerce.wa.gov/wp-content/uploads/2019/01/Energy-Promoting-RNG-in-Washington-State.pdf>).

Continuing to use fossil gas or replacing it with “renewable” methane gas are not ways to reduce Vancouver’s overall carbon footprint. In fact, because methane is so much more harmful to the atmosphere than carbon, we should be doing everything we can to reduce its use.

(see also:

<https://www.sightline.org/2021/03/09/the-four-fatal-flaws-of-renewable-natural-gas/>

“...when RNG is burned in our appliances, it produces exactly the same amount of carbon that conventional natural gas does. The emissions savings from RNG, such as they are, come from preventing the release of the “renewable” methane from decaying feedstock sources like landfills, sewage, and manure lagoons. Yet alternatives to generating this methane in the first place abound, and there is a risk that commercializing RNG could actually increase its impacts on the environment.”)

In summary, I applaud the proposed Resolution. I encourage you to adopt it with a few modifications. These are:

1. The primary emphasis of the CAP should be to reduce energy use in all sectors;
2. City staff should continuously review all actions to make sure they are in accord with Vancouver’s climate goals, not waiting for a 4 year review to see how they are doing;
3. The City should work with other partners to push Clark PUD to provide sources of 100% clean energy and retire the RRGP much earlier than 2040, or in the alternative, Vancouver should develop its own sources of clean energy;
4. The use of RNG should be eliminated from the CAP and Early Action Package and steps should be aimed at reducing use of methane gas for any purpose except where it is not feasible to replace.

Thank you for your attention to this very important issue.

Sincerely,

s/

Peter Fels

From: [Jessica McCuiston](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Comment for city council meeting tomorrow 6/6
Date: Monday, June 6, 2022 7:48:59 AM

You don't often get email from jessicamcc777@yahoo.com. [Learn why this is important](#)

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

I am writing to voice my concern and opposition to item number 10 on the agenda for tomorrow Monday the 6th. This proposed ordinance itself displays the reason peaceful protest is so important. We must have means to publicly show our opposition to unconstrained elected and appointed officials.

It is very telling in my opinion that this proposed ordinance is designed to be enforced via the courts, lawsuits, and legal fees instead of via the city police. That fact alone demonstrates that this ordinance is in itself a bullying tactic to intimidate honest citizens standing up for what they think is right and peacefully protesting. If a crime has been committed from a riot/violence etc the police should be involved, again because that is a crime. Peacefully protesting is not a crime even though it seems some on this council believe it should be. It seems some on this council are looking for any loophole to take away the voices of the people they have been elected to represent.

You as elected representatives took an oath to the Washington State Constitution. You must protect and maintain our individual rights, that is why we elected you and consent political power. We ONLY consent the power for this protection. This ordinance is failing and perverting that oath. You will be failing and perverting that oath if you vote to approve.

The right to publicly assembly is designed for situations and officials such as these.

Washington State Constitution.

Article 1, section 1.

All political power is inherent in the people, and governments derive their just powers from the consent of the governed, and are established to protect and maintain individual rights

Thank you,
Jessica McCuiston
Vancouver resident

From: [Lori Grindle](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Peaceful Protests
Date: Monday, June 6, 2022 7:46:53 AM

[You don't often get email from jorgee514@centurylink.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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To Whom It May Concern,

This is an overreach of government power. There are already laws on the books dealing with peaceful protests. Perhaps addressing vagrancy, theft, vandalism, rioting, Illegal weapons possession, drunk and drugged misconduct, and even murder would be a more adequate way of spending Vancouver citizens/taxpayers money. Clark County has become the least Policed county in the state. Please bring our officers back to protect the citizens. The constitution gives citizens a "right" to peacefully protest. Threats of this nature are very concerning. Please reconsider. Sincerely, Lori A Grindle Vancouver, Washington

Sent from my iPad

From: [MIKEL BRYNN HARTELOO](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: First Amendment guarantees the right of free speech
Date: Sunday, June 5, 2022 10:04:03 PM

You don't often get email from harteloo5@msn.com. [Learn why this is important](#)

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

All political power is inherent in the people, and governments derive their just powers from the consent of the governed, and are established to protect and maintain individual rights. Washington State Constitution. Article 1, section 1

I am emailing to voice concern & opposition to the agenda for tomorrow Monday the 6th. The proposed ordinance itself displays the reason peaceful protest is so important. There must have means to publicly show our opposition to unconstrained elected and appointed officials.

As an elected representative, you took an oath to the Washington State Constitution. You must protect and maintain our individual rights, that is why you were elected and consent political power to you as an elected official. We only consent the power for this protection. This ordinance is failing and perverting that oath. You will be failing and perverting that oath if you vote to approve.

From: [Trish Huddleston](#)
To: [City of Vancouver - Office of the City Manager](#)
Date: Sunday, June 5, 2022 9:34:20 PM

You don't often get email from trish9103@gmail.com. [Learn why this is important](#)

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

Council members,

I'm very disappointed to see this council trying to restrict peaceful protesters from addressing their grievances, as our constitution guarantees. The illegitimate administration in our white house is already disregarding our constitution and moving our country into communism, so we are depending on our local government bodies to protect us from further tyranny, not enforce more.

If you are abiding by your oath and protecting citizens rights, then you wouldn't be worried about your decisions being protested at your city or home offices. And even so, this is a right we have and you knew that when you ran for that seat then held your hand up and swore to protect our rights. If you can't handle being in the public eye and/or cannot fulfill your obligations, then you should step down.

We expect each of you to abide by your oath and not vote for this unconstitutional tyranny.

Cordially,
Trish Huddleston

From: [MICHAEL CLEVINGER](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Oppose item #10 proposed change to VMC 6/6/22
Date: Sunday, June 5, 2022 8:05:01 PM

You don't often get email from michaelclevenger@comcast.net. [Learn why this is important](#)

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I am writing to voice my concern and opposition to item number 10 on the agenda for tomorrow Monday the 6th. This proposed ordinance itself displays the reason peaceful protest is so important. We must have means to publicly show our opposition to unconstrained elected and appointed officials.

It is very telling in my opinion that this proposed ordinance is designed to be enforced via the courts, lawsuits, and legal fees instead of via the city police. That fact alone demonstrates that this ordinance is in itself a bullying tactic to intimidate honest citizens standing up for what they think is right and peacefully protesting. If a crime has been committed from a riot/violence etc the police should be involved, again because that is a crime. Peacefully protesting is not a crime even though it seems some on this council believe it should be. It seems some on this council are looking for any loophole to take away the voices of the people they have been elected to represent.

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Washington State Constitution.

Article 1, section 1.

All political power is inherent in the people, and governments derive their just powers from the consent of the governed, and are established to protect and maintain individual rights.

Michael Clevenger

From: [Jan V](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: moratorium renewal YES
Date: Saturday, June 4, 2022 10:56:31 PM

You don't often get email from janowa85@gmail.com. [Learn why this is important](#)

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Hi all,

Thanks for renewing this pause and reaching out to Whatcom County and Tacoma for their experiences and thoughts.

We've been through a lot in the last 9 years since Tesoro and learned a lot.

We're working hard in this city and it shows.

I appreciate your efforts.

Jan Verrinder

From: [Heidi Cody](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Heidi Cody_Climate Priority Resolution testimony for 6.6.22
Date: Saturday, June 4, 2022 3:54:48 PM

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

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WHEREAS the City Council of Vancouver has chosen aggressive Leading Edge goals of carbon-neutrality by 2040, and aims to reduce greenhouse gas emissions by 80% by 2030, which is just 12 years from now; and

WHEREAS these are very lofty and praiseworthy goals. To achieve them, City Council must act most intelligently and speedily; and

WHEREAS I am personally tired of not complaining about this rainy weather, while thinking...well at least it's not terribly HOT yet...; and

WHEREAS everyone with the brains God gave geese knows fossil fuels are ruinous to our health, safety and climate; and

WHEREAS it is plainly obvious that so-called natural gas and its Frankenstein offspring "renewable natural gas" have no rightful place whatsoever in an AGGRESSIVE Climate Action Plan

NOW, THEREFORE: BE IT KNOWN THAT CITY COUNCIL HAS AN OPPORTUNITY TONIGHT TO RESOLVE THIS CONUNDRUM:

In the Early Action Plan, please remove "renewable natural gas" from item #3 in the Buildings and Energy section. The City should not endorse new or expanded use of fossil fuels in the Early Action Plan, or the Climate Action Plan.

It really is that easy. Thank you.

Heidi Cody

From: browpeter@aol.com
To: [City of Vancouver - Office of the City Manager](#)
Subject: Vancouver Action Plan Submission
Date: Saturday, June 4, 2022 3:02:23 PM

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There are 3 million cars and trucks registered in the state of Washington and 52 thousand electrical vehicles. This group intends to completely phase out fossil fuels which power most of the transportation modules in the state, and install a completely new form of transportation regardless of their ability to meet and exceed the mandates for climate change. The second largest biodiesel facility in the country lies in Greys Harbor. It was recently purchased by the Renewable Energy Group which has since been purchased by Chevron, one of the larger fossil fuel companies.

Several fossil fuel companies are transitioning into renewables and converting their refineries to bio fuel production. Their intent is clear, to adopt and adapt the new fuel blends to meet and exceed the mandates expressed in Stern's Climate Change economics that started the whole movement to meet the challenge of the climate change disaster with existing technology, capacity and infrastructure. Plugging all the new electrical vehicles into the grid will at worst overload the grid and lead to massive restructuring that solar and wind can never come close to alleviating.

Our state is blessed with sufficient agricultural solutions to slow the encroaching demands on our grid and those technologies must be implemented before our energy production, our transportation and our habitation's needs for heat and power can be met with support from this body and the Federal Government,

One of the prime mandate of all climate change experts is that any and all solutions we implement must be available worldwide. Electrification does not come close to that criteria because places like Ghana, Nigeria to name but a couple out of Africa's nations cannot provide enough power to supply their own needs..

Instead of pontificating on the clean electrical power we should empower our agrarian communities with methanizers, biodiesel crops such as Camelina and local biomethane generators, things that I do not see in any of our proposals to date.

Peter Brown [REDACTED]
[REDACTED] Wa 98663

<https://www.dairybusiness.com/manure-management-lessons-to-be-learned/>
<http://www.biomassmagazine.com/articles/15960/us-dairy-farms-untapped-biogas-potential>
<https://www.dairybusiness.com/livestock-manure-lets-use-it-to-transform-americas-energy-system/>

From: [sharon.sollenberger](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: City Council Meeting, June 6th; Agenda item #7, Fossil Fuel Facility Moratorium Extension
Date: Saturday, June 4, 2022 8:45:21 AM

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Please protect the health of Vancouver's residents by renewing the temporary Fossil Fuel Moratorium Extension to prevent any new and/or expanded fossil fuel facilities from being built. Thank-you . Sincerely, Sharon Sollenberger, Vancouver, WA

From: [sharon.sollenberger](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: June 6th City Council mtg; agenda item #4, Climate Priority Resolution
Date: Saturday, June 4, 2022 8:35:25 AM

You don't often get email from ssollenberger@comcast.net. [Learn why this is important](#)

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

I am writing to support the City Council in its work on the Climate Action Plan. I urge the Council to not endorse expanded use of gas in the Early Action Plan as expanded use of fossil fuels will not reduce emissions in buildings. It is urgent that energy efficiency and electrification be prioritized in Vancouver homes and buildings to reduce green house gas emissions. Scientist report that levels of carbon dioxide are rising faster than expected. (The Columbian, 06/04/2022). Thank you for your attention to this important matter. Sharon Sollenberger, Vancouver, WA

From: [Vivas Lindy](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Climate Priority Resolution and Fossil Fuel Facility Moratorium
Date: Friday, June 3, 2022 8:58:51 PM

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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: Vancouver City Council.

We need an ambitious climate plan for Vancouver which puts the health and lives of residents FIRST.
Renewable natural gas is not an effective or viable part of a purposeful climate plan.
NO new or expanded fossil fuel facilities in Vancouver.

Thank you,
Linda Vivas

From: [june.yamrick](#)
To: [City Council](#)
Subject: Climate Action Plan and Fossil Fuels Moratorium Extension
Date: Friday, June 3, 2022 10:00:10 PM

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

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

I urge you to support a more sustainable strategy of building electrification and energy efficiency reducing emissions in Vancouver's buildings. By endorsing tree canopy retention we can reduce climate change.

June Yamrick



From: Kristin Edmark
To: City Council
Subject: Written Public Comment to June 6 Vancouver City Council meeting
Date: Sunday, June 5, 2022 2:48:57 PM
Attachments: 2022 City of Vancouver Limate Action Plan.docx

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

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

Dear City of Vancouver:

Attached and here below is a comment to June 6th Agenda item #4 Climate Priority Resolution.

Kristin Edmark, concerned citizen, [REDACTED], Battle ground, WA 98604. We also own homes at [REDACTED] Ave, Vancouver and [REDACTED] Ave, Vancouver.

Comment on Agenda Item #4

Thank you so very much on your work in developing Vancouver's Climate Action Plan. I agree that Vancouver should stay on track to pursue ambitious "Leading Edge" actions for Vancouver to be carbon-neutral by 2040. This is what citizens I talk to want. Thank you.

I have 3 requests. Please make the Fossil Fuels Moratorium permanent.

Please do what you can to provide electric heating and cooling in new buildings. Those living in apartments deserve safe living spaces as do those who spend days at school or work. We now know methane heating is becoming increasingly more expensive and is not safe.

Please do not be swayed by fossil fuel promoters to include any fossil fuel projects, like RNG Renewable Natural Gas, hydrogen, biodiesel or biogas, which encourage a delay in a just transition to clean energy. A closer look at any of these reveals they are too expensive to be practical, encourage increase in use of drilled fossil fuels and fossil fuel infrastructure. All petroleum releases greenhouse gas when burned. Everyone I talk to wants to keep the goal of carbon neutral by 2040.

Renewable Natural Gas, biogas

Renewable natural gas and biogas are expensive and there are not enough agricultural and other forms of waste to produce a significant amount. The easiest sources of biogas have already been developed and rarely are able to produce much more methane than is needed to power that facility itself. A 2018 Oregon Department of Energy Renewable Natural Gas Inventory report to the Oregon legislature found that in the best-case scenario, RNG could only replace about one fifth of the state's current gas demand and even that amount is largely dependent on technology that is not currently operational in the US. Studies conducted in Washington and California have come to similar conclusions. The problems are many including the distance of agricultural operations from pipe infrastructure, high costs, and a lack of guaranteed supply. As the Sightline Institute reported in March 2021, "Today, a million BTUs (MMBTU) of natural gas costs \$3.67. According to a 2019 study prepared for the American Gas Foundation, about 44 percent of prospective RNG projects can be developed at a cost of \$7 to \$20 per MMBTU, with a median cost among those of approximately \$18. The remaining 56 percent of potential projects exceed \$20 per MMBTU.

Bio diesel

I have learned a great deal about biodiesel from NEXT Renewable Fuels at Port Westward who want to build a biodiesel plant. At Port Westward, there are so few sources of used oil that almost all of the feedstock must come from virgin oils which takes much farmland, farm equipment, and long-distance transportation usually of soybeans from the mid-west. The process takes large amounts of methane for energy to produce hydrogen which must come from expanded pipelines all of which leak a minimum of 3% to the atmosphere. This encourages increased production of fracked methane so terrible for the climate/atmosphere and produces health problems for those who live near fracking site. Biodiesel is most typically supplied in mixes with regular diesel, such as B5, which contains 5% biodiesel and 95% petroleum fuel, and B20, which contains 20% biodiesel. Both the large energy needed for production and mixing at end-use encourage prolonged diesel use. The process is expensive 90 cent/gallon more expensive in 2011.

<https://fuelconomy.gov/feg/biodiesel.shtml> The greenhouse gas generated producing and transporting the feedstock, encouragement of fossil fuel use would prevent Vancouver from meet the goal of carbon neutral by 2040.

Hydrogen

Blue hydrogen is produced using fracked methane. According to a study at Cornell and Stanford University <https://news.cornell.edu/stories/2021/08/touted-clean-blue-hydrogen-may-be-worse-gas-or-coal#~:text=Blue%20hydrogen%20starts%20with%20converting%20methane%20to%20hydrogen,hydrogen%2C%20according%20to%20the%20U.S.%20Department%20of%20Energy>. "Blue" hydrogen – an energy source that involves a process for making hydrogen by using methane in natural gas – is being lauded by many as a clean, green energy to help reduce global warming. But Cornell and Stanford University researchers believe it may harm the climate more than burning fossil fuel. The carbon footprint to create blue hydrogen is more than 20% greater than using either natural gas or coal directly for heat, or about 60% greater than using diesel oil for heat, according to new research published Aug. 2021 in Energy Science & Engineering."

Green hydrogen made from wood/plants is expensive and energy intensive, explosive and such a small compound that it leaks and cannot be transported in existing gas pipelines without weakening the pipe integrity. It takes a large amount of energy to produce hydrogen which at this point is still usually provided by burning large amounts of methane which encourages methane drilling, use and increased infrastructure. Combustion of hydrogen produces nitrogen oxide pollutants, NOx, making it unsafe in buildings. There is grave concern about NOx polluting air and water and negative impacts on people's health.

Vancouver should not encourage petroleum use whether drilled or man-made. We need to transition to the cleanest possible energy as quickly as possible.

Like so many in our area, I appreciate your excellent work. Thank you.

Thank you so very much on your work in developing Vancouver's Climate Action Plan. I agree that Vancouver should stay on track to pursue ambitious "Leading Edge" actions for Vancouver to be carbon-neutral by 2040. This is what citizens I talk to want. Thank you.

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“Blue” hydrogen – an energy source that involves a process for making hydrogen by using methane in natural gas – is being lauded by many as a clean, green energy to help reduce global warming. But Cornell and Stanford University researchers believe it may harm the climate more than burning fossil fuel. The carbon footprint to create blue hydrogen is more than 20% greater than using either natural gas or coal directly for heat, or about 60% greater than using diesel oil for heat, according to new research published Aug. 2021 in Energy Science & Engineering.”

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Vancouver should not encourage petroleum use whether drilled or man-made. We need to transition to the cleanest possible energy as quickly as possible.

Like so many in our area, I appreciate your excellent work. Thank you.

From: [Valerie](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Sunday, June 5, 2022 3:01:03 PM

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City Council Contact Form

Submitted date: Sunday, June 5, 2022 - 3:00pm

Contact Information

First name:

Valerie

Last name:

VanHaren



Street address:



ZIP code:

98660

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

City Council,

I am writing today in support of the proposed changes to VMC 7.04.020 and 7.04.030. Two years ago, my street was the location of repeated protests that profoundly affected our neighborhood. While I believe in the importance of the 1st amendment, I'd like to tell you how these protests impacted my life and why I believe there are times at which limits to free speech must exist.

One's home is often taken for granted as a place of peace and safety. However, during these repeated protests, it was impossible to feel at peace or even safe. The noise alone made normal life

unbearable. More importantly, aside from the inconvenience of the noise, I felt genuine fear. Fear for myself, my family, and even more so, for my neighbors, whose home was the focus of the protest. Hour after hour, for several days, an angry group, some of whom were openly armed, yelled at my neighbors to come out of their home and made multiple threats. Even if it had been a onetime thing, no one should ever have to go through something like this.

During this time, I also had a contractor who was so bothered by the protests that he refused to come to work on my home without himself being armed. I, myself, am a gun owner and not bothered by guns, However, this only added to the extreme tension I felt.

The disruption to our lives wasn't just during an active protest either. We as a neighborhood lived on edge for months. Simply being at home truly became stressful and unpleasant, and that sense of peace that we once had has never fully returned. This whole experience has forever changed me and my sense of what home is. I hope you never have to experience what we did. No one should be made to feel unsafe in their own home.

I implore you to pass these changes, and I thank you for your time.

Valerie VanHaren

Upload a file:

From: [Dana Dryer](#)
To: [City Council](#)
Subject: Support for Pride Proclamation
Date: Sunday, June 5, 2022 5:01:59 PM

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

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As someone who loves a person who is LGBTQIA+ I am so grateful to live here in Vancouver, Washington and to be part of a community that is more inclusive than exclusive. The discrimination and persecution that is running rampant in other states is beyond frightening. And while we live in a relatively safe bubble, we can and should strive to ensure that all people are free to live authentic, happy lives.

When we allow people to live authentically and openly and we give each other the grace and love we want for ourselves and our loved ones, we make our community not only safer and kinder but a place where we grow our hearts, minds and perspectives through collaboration and connection.

I hope that we will continue to be proud of our LGBTQIA+ community members- they are showing us all how to live authentically. I also hope that our community and government will continue to stand up for all people and recognize that we are all worthy, valuable and deserving.

Please continue to fight for equality for all, especially those who's voices have been silenced or ignored for way too long. Together, with kindness, understanding, open hearts and minds, we can all grow and benefit.

Happy Pride month!
Dana Dryer

From: [Marty](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Sunday, June 5, 2022 5:33:12 PM

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City Council Contact Form

Submitted date: Sunday, June 5, 2022 - 5:33pm

Contact Information

First name:

Marty

Last name:

McCann

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98660

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Thank you for recognizing Pride Month and flying the rainbow flag at City Hall all month. This means a great deal to me as an LGBTQ+ community member. With so many divisive issues being played out locally, I'm happy you are standing up for inclusion, equality and justice for all people.

Upload a file:

From: [Robin O'Brien](#)
To: [City Council](#)
Subject: Pride Flags
Date: Sunday, June 5, 2022 6:32:32 PM

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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 Council,

I am a resident of the Lincoln neighborhood in Vancouver. I want to thank you for taking the step of flying the Pride flag during the month of June.

Especially in these divisive times, it is important to be inclusive of underrepresented communities.

As someone who is straight but has people close to me who identify as LGBTQ I appreciate your action .

Sincerely,
Robin O'Brien

From: [Nancy](#)
To: [City Council](#)
Subject: Comments for City Council Meeting June 6, 2022
Date: Sunday, June 5, 2022 8:57:51 PM

You don't often get email from felget@comcast.net. [Learn why this is important](#)

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Thank you for the opportunity to speak. My comments relate to the Climate Priority Resolution (agenda item # 4) and the Fossil Fuel Facility Moratorium Extension, (agenda item # 7). I urge you to adopt the Climate Priority Resolution and extend the Moratorium.

I appreciate the Council's aggressive efforts to address the climate emergency we face. But I'm concerned about what I believe is misinformation about so-called "renewable natural gas", known as RNG. The Early Action Package, item #3 under the topic "Buildings and Energy" refers to use of RNG if options to purchase energy from carbon-free energy sources are not available.

Vancouver should not include RNG as an option in its Early Action Package or in the ultimate Climate Action Plan the city adopts. The goal of the Early Action Package and the stated goal of the Resolution adopting that Package is to reduce greenhouse gases. RNG, even if available in the near future, will increase, not reduce, greenhouse gas emissions.

RNG is not a green energy source. Renewable natural gas is the industry term for methane captured from biogenic (organic) waste at landfills, livestock operations, farms, and sewage treatment facilities. Burning RNG emits methane. The methane emitted from burning RNG is chemically identical to methane emitted from burning fossil natural gas. Using RNG instead of fossil gas merely substitutes one source of methane for another.

Methane is a toxic greenhouse gas. It's more destructive to the environment than CO2. The EPA states methane is more efficient at trapping radiation than CO2. According to the EPA, pound for pound, the comparative impact of methane is 25 times greater than CO2 over a 100-year period.

<https://www.epa.gov/ghgemissions/overview-greenhouse-gases#methane>.

RNG has no place in any plan to reduce greenhouse gas emissions.

Again, thank you for moving forward aggressively to address the climate emergency and thank you for the opportunity to comment.

Nancy Helget

[REDACTED]

Vancouver, WA 98663

From: [Jack Nugent](#)
To: [City Council](#)
Subject: Fwd: Climate Action Plan
Date: Sunday, June 5, 2022 9:00:01 PM
Attachments: 6-6-22 Vancouver city Council letter.docx

You don't often get email from jackandvirginia9@gmail.com. [Learn why this is important](#)

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

My apologies. I sent my public comments to the wrong email address the first time and had to forward it to the correct email.

Virginia Nugent

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

From: **Jack Nugent** <jackandvirginia9@gmail.com>
Date: Sun, Jun 5, 2022 at 8:50 PM
Subject: Climate Action Plan
To: <council@cityofvancouver.us>

6-6-22

Honorable City Council Members,

I am submitting my public comments on Climate Resolution Agenda # 4 and Fossil Fuel Facility Moratorium Extension Agenda item # 7.

Virginia Nugent

6-6-22

Subject: Climate Priority Resolution and Fossil Fuel Moratorium

Dear Honorable City Council Members,

First, I urge you to approve an extension of the Fossil Fuel Moratorium.

Second: Why you Must Ban the Use of Natural Gas in All New Building Projects

1. Burning Fossil Fuels Contributes to Climate Change

We have a very small window of opportunity to stop climate change from spiraling out of control making this planet uninhabitable for human beings. Leaders like you must decide whether you are part of the problem or the solution. Our children and grandchildren are counting on you to protect their future. Knowing that burning fossil fuels causes climate change how in all good conscience can you allow the continued use of natural gas in all new building projects? All science research shows we must stop using natural gas if we are to avoid a climate change crisis.

2. Fracked Natural Gas is More Harmful to Climate Change than Coal.

The process of fracking to extract natural gas from the ground causes countless environmental and health threats to nearby communities by releasing dangerous levels of toxins into the air and contaminating the ground water. Not only that, from the moment fracked gas is extracted from the ground to its transport to communities, it leaks methane which is far worse than carbon dioxide, making it more harmful to climate change than coal.

3. Buildings with Natural Gas Emit Carbon Pollution

Buildings account for 40% of the world's carbon dioxide pollution. In Washington state, buildings are our states fastest growing source of carbon pollution. Appliances like oil furnaces, natural gas water heaters and stoves have caused an increase of carbon dioxide emissions by more than 50% since 1990. The natural gas we burn in buildings is mainly methane, a greenhouse gas 84 times more damaging than CO₂ over a 20-year period. If you would adopt a ban on allowing natural gas in all new building projects and go all electric, that will make a huge impact on reducing our cities CO₂ emissions.

4. Natural Gas Stoves Emit Methane

"The journal Environmental Science and Technology found methane emissions from gas stoves across the United States are roughly equivalent to the carbon dioxide released by half a million gas-powered cars in a year." According to a Stanford University study, "gas stoves may emit methane even when they are off. About 80% of the emissions come from loose

couplings between the stove and gas pipes. This can lead to more emissions over 24 hours than emitted when the burners are on.”

5. Cooking on a Gas Stove Causes Unhealthy Indoor Air.

Cooking on a gas stove particularly unvented gas stoves, can spike emissions of nitrogen oxide and carbon monoxide to levels that would violate outdoor pollution levels. The problem is, even when a home has the proper ventilation system, many peoples don't use them because they are a nuisance, are noisy or they just forget. Consequently, homes with gas stoves can have nitrogen dioxide concentrations that are 50-400% higher than homes with electric stoves. Children in a home with a gas stove have a 24-42% increased risk of having asthma. Carbon monoxide causes flu like symptoms, decrease in lung function and damage to the nervous system.

6. Renewable Natural Gas (RNG) is Not the Answer.

First, the production of renewable natural gas is as harmful to the environment as mining fossil fuels. Second, there isn't enough to supply our needs. RNG would only replace roughly 3 to seven percent of today's gas use. Be sure to ask the natural gas representatives exactly how much RNG would actually be available to customers. Third, RNG poses the same health, pollution and emissions impact as fossil fuel and costs three to 18 times more.

The natural gas industries push to promote RNG is more about protecting company profits than reducing climate emissions. They know that they are a dying industry and will use all kinds of smoke and mirrors to lure you into the continued use of their product.

Respectfully,

Virginia Nugent



Vancouver, WA 98686

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: HCody_ClimateResolution Testimony Revision for 6.6.22
Date: Monday, June 6, 2022 9:38:33 AM
Attachments: [hcody_COV_EAPtestimony.rev.6.6.22.pdf](#)
[image001.png](#)

Best,

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

From: Heidi Cody [REDACTED]
Sent: Monday, June 6, 2022 9:24 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: HCody_ClimateResolution Testimony Revision for 6.6.22

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.

Hi, I am already registered to testify on the Climate Priority Resolution tonight, but have revised my testimony. It is attached and also pasted in below:

Heidi Cody Testimony
June 6, 2022
Climate Priority Resolution/Early Action Plan

Hello everyone, my name is Heidi Cody. I have written to City Council so often about renewable natural gas, or RNG, that even I am tired of listening to myself about this. So for something different, I decided to borrow the literary form of a resolution for tonight.

- - - -

WHEREAS the City Council of Vancouver has chosen aggressive Leading Edge goals of carbon-neutrality by 2040, and aims to reduce greenhouse gas emissions by 80% by 2030, which is just eight years from now; and

WHEREAS these are very lofty and praiseworthy goals. To achieve them, City Council must act most intelligently and speedily; and

WHEREAS I am personally tired of not complaining about this rainy weather, while thinking...well at least it's not terribly HOT yet...; and

WHEREAS everyone with the brains God gave geese knows fossil fuels are ruinous to our health, safety and climate; and

WHEREAS it is plainly obvious that so-called natural gas and its Frankenstein offspring "renewable natural gas" have no rightful place whatsoever in an AGGRESSIVE Climate Action Plan

NOW, THEREFORE: BE IT KNOWN THAT CITY COUNCIL HAS AN OPPORTUNITY TONIGHT TO RESOLVE THIS CONUNDRUM:

In the Early Action Plan, please remove "renewable natural gas" from item 3 in the Buildings and Energy section. The City should not endorse new or expanded use of fossil fuels in the Early Action Plan, or the Climate Action Plan.

It really is that easy. Thank you.

Hello everyone, my name is Heidi Cody. I have written to City Council so often about renewable natural gas, or RNG, that even I am tired of listening to myself about this. So for something different, I decided to borrow the literary form of a resolution for tonight.

- - - -

WHEREAS the City Council of Vancouver has chosen aggressive Leading Edge goals of carbon-neutrality by 2040, and aims to reduce greenhouse gas emissions by 80% by 2030, which is just eight years from now; and

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It really is that easy. Thank you.

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Protest in protest of the upcoming ordinance
Date: Monday, June 6, 2022 10:10:23 AM

Best,

Shannon Ripp | Support Specialist III

CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE

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

From: Elspeth Feb [REDACTED]
Sent: Monday, June 6, 2022 10:06 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Protest in protest of the upcoming ordinance

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

Hello,

My name is Elspeth Feb, I am a 15 year old resident of Clark County. Hearing about the recent news on the upcoming ordinance being decided tomorrow, I feel the need to share my thoughts on the matter. Please, do not let this happen! If freedom of speech means anything in this country, in this county, it means this: The people's voices matter. Not just white, straight, Christian people. The black, queer, indigenous, everyone matters! If change is to take course, we need to rise up. The first window broken during the protesting of George Floyd was by a white man, dressed all in black. He got in and he got out. He was not caught. But mothers who are peacefully holding banners and signs get tear-gassed by police and religious militia. This is wrong. Do not let fascism take over America. Please.

~Elspeth Feb

Sent from my iPhone

From: [REDACTED]
To: [City of Vancouver - Office of the City Manager](#)
Subject: Please protect peaceful protest!
Date: Monday, June 6, 2022 10:44:12 AM

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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.

Vancouver city council, I implore you. Please, please protect your citizens' right to peacefully protest. If you individually are for this measure, then I know I can't sway you. The January 6 crowd won't be swayed. But if you are on the fence, please really think about whether the Russian model of civic disobedience management is the model you want us to be following.

I have LongCovid likely turned to myalgic encephalomyelitis, so have very little energy, and I'm a single mama; otherwise, I'd be there in person.

Thank you for reading my comment.

Charity Feb
Camas, WA

From: [Dan Clevenger](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Oppose item #10 proposed change to VMC 6/6/22
Date: Monday, June 6, 2022 10:38:57 AM

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

Hello,

I am writing to voice my concern and opposition to item number 10 on the agenda for Monday, June 6th. This proposed ordinance itself displays the reason peaceful protest is so important. We must have means to publicly show our opposition to unconstrained elected and appointed officials.

It is very telling in my opinion that this proposed ordinance is designed to be enforced via the courts, lawsuits, and legal fees instead of via the city police. That fact alone demonstrates that this ordinance is in itself a bullying tactic to intimidate honest citizens standing up for what they think is right and peacefully protesting. If a crime has been committed from a riot/violence etc. the police should be involved, again because that is a crime. Peacefully protesting is not a crime even though it seems some on this council believe it should be. It seems some on this council are looking for any loophole to take away the voices of the people they have been elected to represent.

You as elected representatives took an oath to the Washington State Constitution. You must protect and maintain our individual rights, that is why we elected you and consent political power. We ONLY consent the power for this protection. This ordinance is failing and perverting that oath. You will be failing and perverting that oath if you vote to approve.

The right to publicly assembly is designed for situations and officials such as these.

Thank you,

Daniel Clevenger
[REDACTED] Vancouver, WA 98665

From: [Don Steinke](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: For the council members today
Date: Monday, June 6, 2022 10:35:58 AM

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From Don Steinke

Here is a copy of the comments I plan to say tonight.

Hello everyone, my name is Don Steinke

I believe that renewable fuels are a bait-and-switch proposition. The State of California has experts in renewable fuels in their Low Carbon Fuels Program. On their website they list the carbon intensities of more than 1000 different types of renewable fuels. Some are very good, and some are worse than coal.

The gas companies are hoping no one knows that.

Any provision for biofuels needs to declare a limit of the fossil gas allowed to be blended into the pipes.

Fossil fuels have a carbon intensity around +100, and dairy gas has a carbon intensity of -400.

Northwest Natural could blend four parts of fossil gas with one part of dairy gas, and claim to be net zero.

However, according to the Washington State Department of Commerce, dairies cannot provide even as much as 8% of the existing sales of gas.

Furthermore, renewable gas is more expensive than fossil gas.

What happens when the gas companies cannot get the 20% they promise? They might blend in fossil gas and who would know the difference? We should not allow the gas company to expand.

On a related topic, it will be far easier to achieve your emissions reduction goals if the school districts have a similar goal. I have one team of students in the Evergreen School District, and one in the Vancouver School District that is planning to advocate for that at school board meetings. Five students in the Evergreen District did that a month ago, and now at least one student is planning to do it at the Vancouver School Board meeting tomorrow. And they plan to persist.

Students in the Evergreen Schools plan to show up in support. I was planning to also, but have another event at the same time.

Lastly, I really appreciate all you do regarding density. That will help reduce emissions not only in Vancouver but also in the rest of the County.

Thanks for all you, including your staff, do.

From: [Laurie Kerr](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Climate Priority Resolution and Fossil Fuel Facility Moratorium
Date: Monday, June 6, 2022 10:35:54 AM

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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 the Vancouver City Council,

I urge the City of Vancouver to take the bold action to protect the health and safety of the community by investing in a Climate Action Plan and Fossil Fuel Ordinance to prohibit the construction of new and expanded fossil fuel facilities in Vancouver. The Climate Action Plan would reduce our greenhouse gas emissions by increasing walking, biking, and transit. It would also increase tree canopy and open spaces which would not only beautify the city, but also serve as carbon storage. Furthermore, this plan would improve land use and concentrate growth as well as increase housing options.

According to the WA Dept of Health Disparities Map, the communities surrounding the Port rank the highest in pollution and environmental health impacts. These neighborhoods tend to be low income and Black, Indigenous, and people of color, thereby impacting BIPOC communities to a much greater degree.

The Fossil Fuel Moratorium to safeguard our communities would support a more equitable solution to BIPOC communities by permanently prohibiting new bulk crude oil facilities and other build fossil fuels. It is time to prioritize the health and safety of our communities rather than continuing to support the fossil fuel industry. Furthermore, Vancouver's large-scale fossil fuel facilities are all at moderate to high risk for liquefaction by an earthquake. Our communities deserve to breathe clean air and drink clean water. I urge you to take action to permanently protect our community. Thank you for the opportunity to comment.

Laurie Kerr

lauriekerr@pacifier.com

From: [Jackie O](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Anti protest ordinance
Date: Sunday, June 5, 2022 8:36:41 PM

You don't often get email from jackie.firefly63@gmail.com. [Learn why this is important](#)

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

I am writing in opposition to the number 10 item on the agenda tomorrow. The people of Washington state have a right to peacefully protest and the city has no right to take that away.
Sincerely, a concerned citizen

From: [Janis Frasier](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Proposed changes to the Vancouver Municipal Code ("VMC") 7.05.010, 7.04.020, 7.04.030, 2.46.020
Date: Sunday, June 5, 2022 9:28:16 PM

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I object to proposed changes to the Vancouver Municipal Code ("VMC") 7.05.010, 7.04.020, 7.04.030, 2.46.020.

The right to protest is a constitutional right that we the people intend to keep.

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: City Council mtg June 6 Comments - Consent Agenda #4
Date: Monday, June 6, 2022 11:53:01 AM

Hi Sarah,

Please see the public testimony for tonight's meeting below.

Thank you,

City Manager's Office

CITY OF VANCOUVER

P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Mike Ellison [REDACTED]
Sent: Monday, June 6, 2022 11:48 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: City Council mtg June 6 Comments - Consent Agenda #4

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

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

June 6, 2022

I am writing to support adopting the Climate Priority Resolution in Consent Agenda Item 4. I moved to Vancouver when I was 6 weeks old. I have lived in here almost all of my 67 years. I taught high school science for 22 years, most of that in Vancouver.

The work you are taking on with this resolution will be challenging. There are many complicated choices. Finding the best options will take much work. I am grateful that you are accepting the challenge to safeguard our community and to help us flourish.

I want to highlight aspects of the Climate Priority Resolution that I appreciate.

- I believe you've adopted appropriately ambitious goals in Section 2. These goals are required by the current science, which you have acknowledged. It is important to me to mention that the term "carbon neutrality" must be evaluated over time in reference to what science tells us about how much carbon emissions must be reduced. If I may speak as a teacher, as we've been taught by the pandemic, the science of biology will dictate the consequences of our actions, regardless of our wishes. Our particular words on paper will make no difference to the physics of climate science. Our actions over time will make the difference in what we and our children will face. We must make sure "carbon neutrality" actually means less greenhouse gases in the atmosphere, as the science tells us.
- I appreciate the commitments to Equity and Social Justice in Section 7 and to elevating the

voices and concerns of youth and those from the most vulnerable communities in Section 8. I believe these will only matter if you actually create a way to share power with these groups. I believe this path is very challenging and very worthwhile and is required for these sections to be meaningful. I believe it is important that you acknowledge the need for equity throughout the resolution.

- I believe that it is wise to identify "the most impactful, systemic strategies to shift Vancouver toward carbon neutrality and increased community resilience." I agree that climate science tells us that urgency is critical. It is good that the Early Action Package (Section 4) identifies these steps.

The rest of my testimony expresses some concerns as you implement the Early Action Package.

- Regarding Action 3 in the EAP. I agree that "Priority should be given to options that enable the City to either source its electricity directly from, or replaced in the power grid with, renewable, emissions-free resources." I have strong concerns about Renewable Natural Gas (RNG). First, the RNG supply is very limited, it is expensive, and it is C-intensive. I believe it is critical to avoid taking any action that allows NW Natural to build out any new gas infrastructure or improvement of existing infrastructure that justifies ratepayer money (including citizens and the city) to go to NWN rather than building the new electric infrastructure that can eventually allow very low emission energy sources. We must not allow our resources to go into any infrastructure investment that reduces our ability to make the investments that will produce or allow us to use low emission energy. This means electrification over fossil or renewable gas.
I agree with the research and policy advice that as a society should prioritize the use of the methane available at a reasonable price from decay of organic material to be used in difficult to decarbonize industrial processes like steel and concrete production. This will result in lower C emissions across the economy, which determine the level of climate change consequences we will face in Vancouver.
Renewable Energy Credits (RECs) must also be scrutinized carefully. These markets are controversial. We must be certain that taking this action will result in greater C emissions reductions than alternatives. If this isn't true, we will suffer greater consequences from climate change. Please get the very best advice you can on this.
- Regarding Action 4 in the EAP. I applaud the inclusion of these subsidies. Assisting low-income residents will accrue benefits to all of us. However, please keep in mind the need to avoid any new gas infrastructure or appliances.
- Regarding Action 7 in the EAP. The action states "Where electric or hybrid replacements are not yet feasible, which is likely the case for heavier-duty vehicles, seek opportunities to use lower carbon intensity 'step-down' fuels such as hydrogen, renewable diesel, and propane instead of traditional gas and diesel fuels. Short-term leases or other short-term arrangements may be prioritized where ZEVs are not available." The second sentence appears to acknowledge that use of 'step-down' fuels should not get any long-term investment. Again, I hope you will skeptically evaluate options like "hydrogen, renewable diesel, and propane". Make sure the true C intensity of these fuels are known. More expensive electrification in the short-term should be evaluated on its long-term benefits.

Thank you for listening and your work for our community.

Sincerely,
Mike Ellison (he/him)

[REDACTED]
[REDACTED]
[REDACTED]
Vancouver, WA
[REDACTED]

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Changes to ordinances regarding protestors
Date: Monday, June 6, 2022 11:57:39 AM

Hi Sarah,

Please see the public testimony below for tonight's 6/6 council meeting.

Thank you,

City Manager's Office
CITY OF VANCOUVER
P.O. Box 1995 • Vancouver, WA 98668-1995
P: 360.487.8600 | F: 360.487.8625
www.cityofvancouver.us

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

From: Sharon [REDACTED]
Sent: Monday, June 6, 2022 11:54 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Changes to ordinances regarding protestors

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

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

I am against any changes to ordinances for peaceful protestors rights to protest in Vancouver, as it goes against our 1st Amendment to the Constitution.

Respectfully,

Sharon Crowson

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Consent Agenda Item #4 Climate Priority Resolution and Item #7 Fossil Fuel Facility Moratorium Extension
Date: Monday, June 6, 2022 12:13:00 PM
Attachments: [2022-06-06 City Council Consent Agenda Item #4, Climate Priority Resolution.pdf](#)
[2022-06-06 Consent Agenda Item #7 Public Hearing Fossil Fuel Facility Moratorium Extension.pdf](#)
[image001.png](#)

Until next time,

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

From: Cathryn Chudy [REDACTED]
Sent: Monday, June 6, 2022 12:01 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Consent Agenda Item #4 Climate Priority Resolution and Item #7 Fossil Fuel Facility Moratorium Extension

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.

See attached:

Item #4 Climate Priority Resolution and Item #7 Fossil Fuel Facility Moratorium Extension

Thank Youu, Cathryn Chudy

To: Vancouver City Council and Staff
Re: June 6 Public Hearing Fossil Fuel Facility Moratorium Extension
June 6, 2022/Cathryn Chudy

I am a long time resident of Vancouver and strongly continue to support permanent regulations to ban new and expansion of existing fossil fuels facilities in order to protect the safety and health of residents in our city and community. I appreciate the existing ordinance that has protected us from crude oil facilities since 2014, and this update to include other forms of bulk volatile fossil fuels is a necessary undertaking for Vancouver.

I appreciate that we are getting closer to finalizing a strong ordinance update and I support this last extension of the current Moratorium, for city staff and consultants to have the time to complete the necessary steps.

I am a local member of Columbia Riverkeeper (CRK) and I fully agree with the testimony of Dan Serres, CRK's Conservation Director, who for the first reading of the Extension Ordinance on May 23rd offered this testimony:

On behalf of Columbia Riverkeeper and our members in Vancouver and beyond, I urge you to extend the fossil fuel moratorium. The moratorium is necessary to protect Vancouver from the health and safety impacts of large-scale fossil fuel facilities while city staff conduct a full and thorough process.

In the City's final policy, we encourage staff to ensure that the City's analysis and final ordinance reflect the major health, safety, economic, and environmental benefits that would come from avoiding the additional fossil fuel-related hazards and pollution of large-scale fossil fuel facilities.

Smog-forming pollution, diesel particulate matter, spill risks, and safety hazards associated with large-scale fossil fuel facilities would pose environmental justice concerns in Vancouver. As noted in previous comments, environmental health disparities in Vancouver are already pronounced. We are counting on this policy to enable the City to reduce these burdens, a benefit to the health and safety of Vancouver residents.

Thank you for all you are doing to set strong policies to protect our health and safety, now and into the future.

To: Vancouver City Council and Staff
Re: Climate Priority Resolution/Consent Agenda Item #4/Cathryn Chudy

Officials at the National Oceanic and Atmospheric Administration (NOAA) on Friday warned that continued dependence on fossil fuels keeps humanity hurtling toward a “global catastrophe” with one researcher noting that “we have known about this for half a century, and have failed to do anything meaningful about it.”

Up until now we have been hampered by a lack of collective will to face the problem and take effective action to reduce the use of fossil fuels that are harming our health and the environment around us. The problem is serious enough that our state and now our city are in motion to stop digging us deeper with unrestrained expansion of fossil fuels. This requires wise and proactive measures that resist short-term thinking. The pressure of the gas industry pushing greenwashing distractions that may serve their business model but will only prolong the transition (already underway) to truly clean energy in our buildings and transportation systems is a significant problem, and one I hope our Council will resist.

The Climate Priority Resolution with its Early Action Package marks a key step forward in setting our city and community on the necessary pathway to ensure that strong, equitable climate protection is front and center.

The Los Angeles City Council recently voted “NO” to fossil fuels in new buildings:
<https://cleantechnica.com/2022/05/30/with-las-vote-americas-two-largest-cities-have-said-no-new-fossil-gas/>

An excerpt from this article points to what we are facing in Vancouver regarding the “red herring” of “renewable natural gas” being pushed by the gas industry as a way to continue adding customers and expanding their business model (instead of genuinely participating realistically in the effort to transition off of fossil fuels in buildings):

“The industry has also started touting things like renewable natural gas and hydrogen as reasons to maintain their methane leaking pipelines, which are at best [red herrings](#). While both fuels may have roles to play in a decarbonized world, [most experts](#) agree they will be used in hard-to-clean-up sectors like heavy industry and not in easy-to-decarbonize sectors like buildings.”

A technology that cannot in the foreseeable future deliver a “renewable” product for use in existing as well as in new buildings, that won’t free us from methane in health-harming and climate-impacting leaky gas pipelines, has no place in Vancouver’s short-term action package.

For this reason I urge Council to simply remove the reference to “renewable natural gas” (in Item #3 of the Buildings and Energy section on p. 4 of Attachment A), since this only serves to reinforce continued gas use in municipal buildings instead of using available and cost-effective ways to transition municipal buildings to 100% renewable energy, maximizing localized clean energy generation along with utilizing all available energy efficiency programs.

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Cc: [City of Vancouver - Office of the City Manager](#)
Subject: FW: Public comment for 6/6/22 City Council meeting
Date: Friday, May 27, 2022 3:40:46 PM

Hi Sarah,

We received the below public comment for the 6/6 council meeting.

Thanks,

City Manager's Office

CITY OF VANCOUVER

P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Jean M. Avery [REDACTED]
Sent: Friday, May 27, 2022 2:38 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Public comment for 6/6/22 City Council meeting

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 Madam Mayor and City Council,

Thank you for your forward progress on Vancouver's Climate Action Plan. Now we need to permanently ban fossil fuels.

As you know, to protect our climate and our local living spaces, we need to:

- reduce greenhouse gas emissions,
- eliminate oil and gas,
- transition to 100% renewable energy,
- work with Clark PUD and other partners,
- emphasize social equity and climate justice.

In the same spirit that defeated the huge oil terminal, please extend the fossil fuel moratorium and make it permanent.

Thank you.

Jean M. Avery

Vancouver resident

From: [Rebecca](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Saturday, May 28, 2022 5:38:11 PM

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



City Council Contact Form

Submitted date: Saturday, May 28, 2022 - 5:38pm

Contact Information

First name:

Rebecca

Last name:

Farrell

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98660

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I am here to provide support regarding the ordinance modifications for noise, gathering outside residences, and to enable public volunteers and/or members of council to protect themselves from harassment and stalking. I am in direct support of these modifications, as I believe that private residences should be safe spaces for families free of threat that they feel - regardless of how other people define threat. If a person and their presence is making someone feel unsafe at a personal residence, then people can find other legal ways to voice opinions and/or gather. It actually doesn't matter if someone or a group does not think they are being threatening, it only matters if someone on the receiving end feels unsafe. That's just the truth.

Upload a file:

From: [Larry](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Saturday, May 28, 2022 1:23:16 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.



City Council Contact Form

Submitted date: Saturday, May 28, 2022 - 1:23pm

Contact Information

First name:

Larry

Last name:

Krauser

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98684

Inquiry Information

Subject:

Request information

Recipient:

All of Council

Message:

My previous message went directly to the mayor- I never received a response-

I want to know what you're doing to stop Vancouver from looking like Portland ?

When are you going to start letting the police do their job ?

Maybe it's time to start citizen patrols- someone has to watch out for our neighborhoods-it's obvious you don't.

You need to let the citizens know what you're doing instead of keeping quiet - hoping things will get better.

Is your bonus program for hiring new officers working ? we don't know.

What's happening with the homeless situation ? Are they being moved to transitional housing ? Are

camps being torn down ? we don't hear. The last news on this was when the encampment near Mill Plain and Chklov was cleared- since then nothing. We do not like being treated like mushrooms- try being pro-active instead of reactive and keep us apprised of the situations our tax dollars go to pay for.

Upload a file:

From: [Jane](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Friday, May 27, 2022 6:32:49 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.



City Council Contact Form

Submitted date: Friday, May 27, 2022 - 6:32pm

Contact Information

First name:

Jane

Last name:

Tesner Kleiner

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98663

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Good day

I would like to offer my support for the City to adopt a robust Climate Action Plan to move our city closer to carbon neutral sustainable efforts. There are many opportunities to make progress and large and small efforts, especially those activities that can be replicated by citizens on their own properties as well on city-owned lands. Ordinances such as reducing chemical uses on properties

(<https://www.a2gov.org/departments/sustainability/Sustainability%20Natural%20Resources/Pages/Phosphorous-and-the-Manufactured-Fertilizer-Ordinance.aspx>), increasing the urban tree canopy (including grants to support tree equity in lower income neighborhoods), and supporting naturescaping of properties to reduce lawn that requirements significant maintenance while increase urban wildlife habitat

(<https://bwsr.state.mn.us/sites/default/files/2019-12/Native%20Landscaping%20Ordinance%20Examples.pdf>).

Update all landscape ordinances to improve ecological function of required landscapes. Increase city messaging and education on the benefits of trees and naturescaping. Provide more volunteer opportunities for people in natural areas for planting and stewardship and ecological indicator inventories, such as birds, amphibians, butterflies, macroinvertebrates, fishes, etc. (e.g. <https://www.a2gov.org/departments/Parks-Recreation/NAP/Pages/NaturalAreaPreservation.aspx>)

Thank you for your time and consideration.

Respectfully,

Jane Tesner Kleiner

Upload a file:

From: [Jean M.](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Friday, May 27, 2022 2:36:56 PM

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



City Council Contact Form

Submitted date: Friday, May 27, 2022 - 2:36pm

Contact Information

First name:

Jean M.

Last name:

Avery

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98683

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

To Madam Mayor and City Council,

Thank you for your forward progress on Vancouver's Climate Action Plan. Now we need to permanently ban fossil fuels.

As you know, to protect our climate and our local living spaces, we need to:

- reduce greenhouse gas emissions,
- eliminate oil and gas,
- transition to 100% renewable energy,

- work with Clark PUD and other partners,
- emphasize social equity and climate justice.

In the same spirit that defeated a huge oil terminal, please extend the fossil fuel moratorium and make it permanent.

Thank you.

Jean M. Avery

Vancouver resident

Upload a file:

From: [Heidi Cody](#)
To: [City Council](#)
Subject: My comments on the Early Action Plan
Date: Friday, May 27, 2022 10:46:12 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.

Good morning Councilmember Hansen,

I agree with everything Peter Fels wrote in his recent letter to you, from May 26. I also agree with ACE's suggested asks and edits on the Early Action Plan, that you will receive soon, if you haven't already. I am thrilled that City Council has set a goal of carbon-neutrality by 2040.

To achieve carbon-neutrality in 18 years, City Council needs to act fast and make smart decisions. The Draft Climate Action Plan (CAP) contains a glaring issue that can derail the City's decarbonization efforts: Renewable Natural Gas, or RNG, in buildings. The Early Action Plan (EAP) lays the groundwork for the CAP, and RNG is mentioned in the EAP.

Washington updated its building electric codes recently. The state's move away from gas, and towards building electrification, is underway. The Washington Dept. of Commerce has determined that building electrification, along with energy conservation/efficiency, is the fastest route to decarbonization. Yet "the purchase/use of renewable natural gas" for municipal buildings is in the EAP, and "expand participation in (Northwest Natural's) Smart Energy program" is a suggested action for residential and commercial buildings in our Draft CAP.

Why? Why would the City Council do anything but choose to decarbonize ASAP, if our goal is an 80% Greenhouse Gas (GHG) emissions reduction by 2030?

RNG is a new, untested technology. Emerging energy technologies sound promising, but the time spent developing them (and banking on their success) could be crucial time lost. Likewise, the money invested on this fanciful RNG pipe dream, would be far better spent purchasing actual renewable energy, like wind and solar. While there may be some good uses for RNG (close to the source, or perhaps for the City's proposed RNG wastewater treatment plan), RNG is not a viable large-scale climate or public health solution for buildings.

I realize that NWN's Smart Energy program is in the CAP, not in the EAP. But including RNG in the EAP, even in municipal buildings, codifies and tacitly greenlights ongoing gas use in buildings, in our CAP. I ask that the City Council push back harder on gas. Please remove Renewable Natural Gas (RNG) from Buildings & Energy in the EAP (p 4, #3 of Attachment A "Early Action Package").

Thank you.

Heidi Cody

Date?



Airbnb
12 guests 3 night
Last \$640.20
8/26-29
805-624-7437
Dulce Mercado

Dear City of Vancouver property owner,

You are receiving this letter because it has come to our attention that a short-term vacation rental (i.e., stays for fewer than 30 days) is being operated at one or more of your properties located in Vancouver, Washington, which is against the law.

print out all parts *

Currently, Vancouver Municipal Code 20.830 prohibits operation of short-term vacation rentals within the city limits, with the exception of those that have been officially registered with the City as a 1- to 2-bedroom bed and breakfast where the owner/operator also lives on the premises. Any short-term vacation rentals that are not registered as a bed and breakfast are operating illegally.

We realize that you may not have known until just now that short-term vacation rentals were illegal in Vancouver, or you may not be directly involved in this commercial activity at your property, which is why we're reaching out to you with this information. If a tenant is operating the short-term vacation rental at your property without your knowledge, you are still accountable as the property owner.

At this time, we are asking you to immediately cease operations of any short-term rentals that have not been officially registered with the City of Vancouver as a 1- to 2-bedroom bed and breakfast, in order to avoid a notice of code violation, which may result in financial penalties. To learn how to register as a bed and breakfast, contact the City's Land Use Planning Division at (360)487-7803 or cddplanning@cityofvancouver.us.

We understand that this will have an impact on you and want to let you know that the Vancouver City Council is currently considering changes to the City's Land Use and Development Code to possibly allow short-term vacation rentals and is seeking community input on the issue before they take any action on it.

* We encourage you to take our online survey at: www.beheardvancouver.org/VacationRentalSurvey *

It will be available through February 25, 2022. If you have any questions about this letter or the possible code changes, please email Jason Nortz at jason.nortz@cityofvancouver.us

Thank you for your voluntary compliance with current City of Vancouver laws.

Sincerely,

Jason Nortz
Development Review Manager
City of Vancouver
(360) 487-7844

Cc: Chad Eiken, Director, Community Development Department

REVISED

2.4.22



Dear City of Vancouver Property Owner,

An earlier draft of this letter was sent in error. At this time, the City of Vancouver is NOT asking short-term rentals to cease operations. We would like to apologize for the confusion and assure all hosts that any changes to short-term rental policy will occur through a public engagement process, with ample opportunity for input and concerns to be shared.

We encourage you to share your thoughts by taking the city's short-term rental host survey and to sign up for email updates using the links below. We also invite you to contact the project team to share your perspective. Below is the letter that was intended to go out to hosts. We again apologize for the confusion that the previous letter may have caused.

It has come to our attention that a short-term rental is being operated at one or more of your properties located in Vancouver, Washington. Currently, City code does not allow short-term rentals in a residential zone per the City's Land Use and Development Code, VMC Chapter 20. *where? exact citation*

We realize that you may not have known until just now that short-term rentals are not currently allowed in Vancouver, or you may not be directly involved in this commercial activity at your property, which is why we're reaching out to you with this information. If a tenant is operating the short-term rental at your property without your knowledge, you are still accountable as the property owner.

The Vancouver City Council will be considering changes to the City's Land Use and Development Code to possibly allow short-term rentals. Before the City Council takes action, the City wants to hear from you. Please share your thoughts, ideas, and experiences by taking our online short-term rental host survey at: cityofvancouver.us/hostsurvey. *2/16/22*

This survey will be available through February 28, 2022 and is designed specifically to gather feedback from short-term rental hosts. If you would like to participate in an upcoming conversation with the City and other short-term rental hosts, please share your email as part of the survey or contact Jason Nortz using the contact information below.

If you have any questions about this letter or the possible code changes, please email me at jason.nortz@cityofvancouver.us. You may also visit beheardvancouver.org/short-term-rentals for more information or to contact the project team. *↑*

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Nortz", written over a light blue horizontal line.

Jason Nortz
Development Review Manager
City of Vancouver
(360) 487-7844

C: Chad Eiken, Director, Community Development Department

4/29/2022

Good Afternoon Janie,

Thank you again for attending the small group conversation with other short-term rental hosts. I hope to answer some of your questions.

The complaints received have been about the issues raised during the conversation Wednesday. That being excessive trash, loud parties, lack of parking, and general concerns of safety having so many people coming and going to the rentals.

Our land use code does not specifically address short term rentals. That means short terms rentals are currently not regulated and they are not allowed in residential zones. The City recognizes we need to make some amendments, ordinance, permit process to clarify the lack of a law. As mentioned at the meeting, the City does not have any laws drafted and that will be a separate public engagement process to get feedback from the public around any proposed regulations. Right now we are gathering information from many groups including housing advocates, hotels, short-term rental hosts like yourself, and the general public. The future process of creating regulations or not will all depend on direction from City Council. VMC?

Please reach out with additional questions/comments and feel free to call my direct line: 360-487-7899

Becky Coutinho, AICP | Associate Long Range Planner

Pronouns: She/Her/Hers

CITY OF VANCOUVER, WASHINGTON

Community Development Department

P: 360-487-7899 | TTY: 360-487-8602

www.cityofvancouver.us



Please note that I am working remotely. Learn more about the [City's COVID19 Response here](#).

5/20/22

Good afternoon Ms. Wilson,

Thank you for your email expressing the recent challenges you have faced in operating GG's House as a result of certain policy communications from the City. As you know the City is in the process of addressing short-term rentals. Currently, the City's Land Use and Development Code, VMC Chapter 20, does not allow Airbnb-type short-term rentals in residential zones. *exact citation?*

The City is aware that there are roughly 300 short-term rentals operating in Vancouver, and that most of these property owners probably don't know they are doing so illegally. In February 2022, as part of a larger process to review the City's laws regarding short term rentals and explore ways of permitting businesses like yours to operate, the City began reaching out to owners of known short-term rentals to advise them of the existing restrictions and to invite participation in that review process. *VMC citation? X VMC citation?*

We recognized that the initial letter included stronger language, including asking owners to cease operations of short term rentals not in compliance with code. However, implementing code enforcement at this stage was not our intent, so we immediately sent out a correction letter to remove that cease operations request. The intent of the City's communication was instead to alert operators that there is an issue of noncompliance, and to bring awareness to the City's efforts to improve this area and invite existing short-term rental operators into that process. *VMC citation?*

Is there a code? If not then can't ask us to cease operations.
Although the City's initial communication was determined to be a less effective approach, given that the City is looking to reevaluate the current code rather than conduct enforcement action, and the financial loss you experienced is unfortunate, the City cannot provide reimbursement for a claim of lost revenue that results from ceasing the conduct of an unauthorized business use within City limits, whatever the reason for ceasing such business activities. *VMC code?*

This is a complex situation and the input you've provided on how you and Don operate GG's House and the benefit it provides to Don's mother Sylvia and your entire family is extremely pertinent and helpful to this discussion. The short-term rental project is designed to update the City's code in order to better reflect evolving market practices (e.g., traditional Bed & Breakfast vs. Airbnb rental) and to facilitate code compliance for business owners who seek to lawfully operate. In the coming months the Vancouver City Council will consider making changes to the City code related to short-term rentals. Before we take up this issue, the City is gathering data and seeking public feedback and your voice is an essential part of this, so I very much appreciate you sharing the details of your experience in this area. Please know that your comments are important and will be taken into consideration as we consider a new approach to how we regulate businesses like yours. *code exists for garbage noise spots parking*

The City Councilmembers have been blind copied on this email for their awareness of the response.

Sincerely,

Anne McEnery-Ogle | Mayor



CITY OF VANCOUVER, WASHINGTON
P.O. Box 1995 • Vancouver, WA 98668-1995
P: 360.487.8629 | F: 360.487.8625

See www.vancouver.wa.gov for more information.



This message, in whole or in part, may be subject to public disclosure, including routine disclosure to the media.

From: JANIE M <[REDACTED]>
Sent: Wednesday, May 18, 2022 4:06 PM
To: City Council <[REDACTED]>
Subject: Submission: City Council Contact Form



City Council Contact Form Submitted date: Wednesday, May 18, 2022 - 4:05pm

First name:JANIE M Last name:WILSON

Email address: [REDACTED]

Street address:2008 NE 86TH AVE

ZIP code:98664

Subject:Share an opinion about a City project or initiative

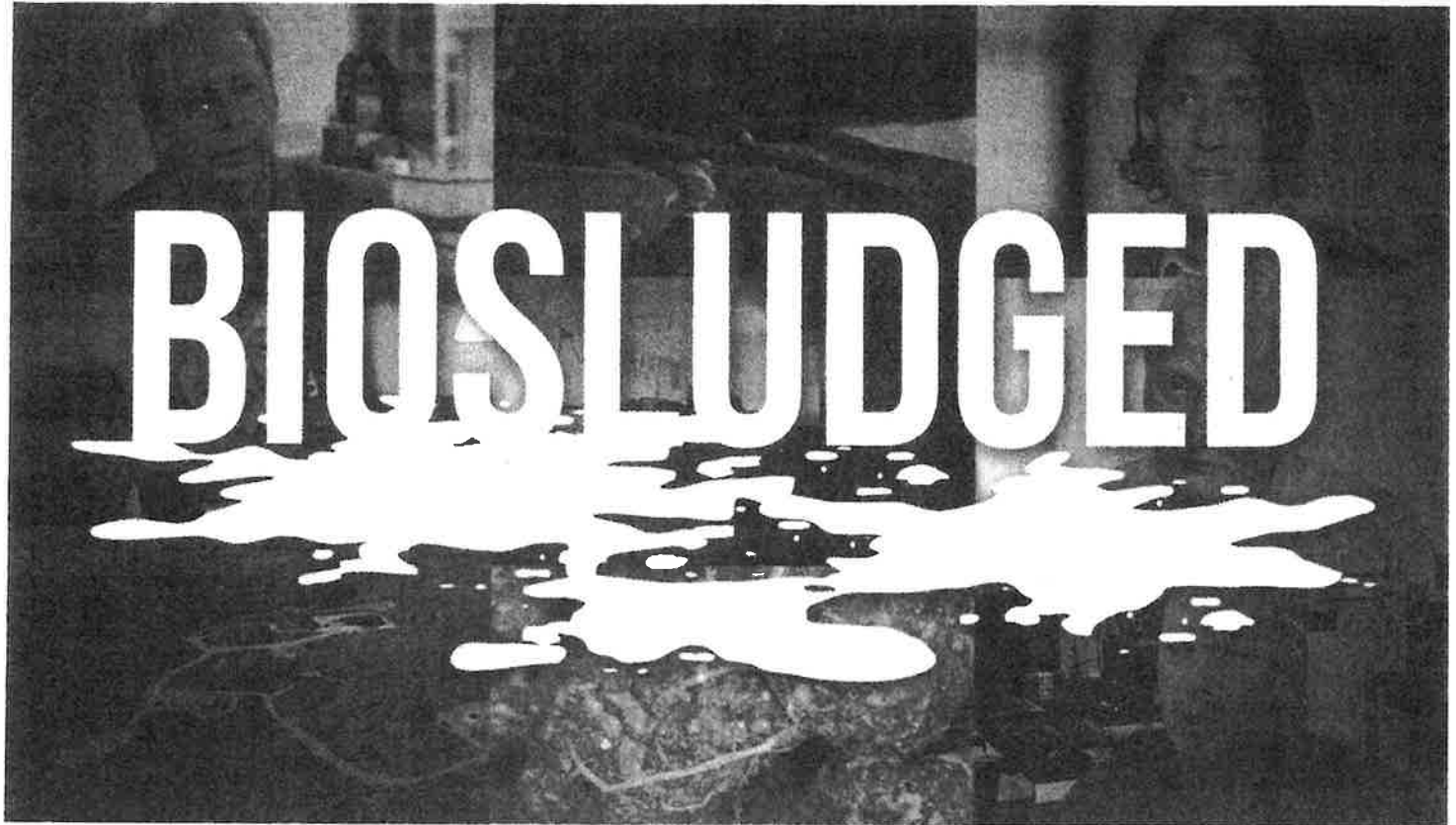
Recipient:All of Council

Message:Don and Janie Wilson own GG's House a short and long term furnished home rental next door to our primary residence. Jason Nortz Development Review Manager sent out a letter late January early February stating, "... VMC 20.830 prohibits operation of short-term vacation rentals. . . we are asking you to immediately cease operations. . . ." We immediately changed our booking availability to over 30 days and cancelled an existing reservation for \$650. Shortly after we received a letter from Jason Nortz stating the first letter was in error and the City of Vancouver is NOT asking short-term rentals to cease operations. I have asked the City of Vancouver to reimburse the \$650 their error cost me but have not received my lost funds due to the cities admitted mistake. We have furnished GG's House with Don's mother Sylvia's belongings because we have kept this house available to her when she needs a place to stay near us. She was here November 2021 for her 101st birthday. We prefer long term rentals but depend on short term rentals to afford the mortgage on GG's House. We understand you have received complaints about party houses affiliated with Airbnb or other companies. This is an unusual occurrence considering there are approximately 350 furnished rented homes in Vancouver. If there are city ordinances broken such as noise and garbage violations those infractions just like any other residential disorderly conduct complaint can be dealt with and recorded by the specific departments established for such complaints. We know for a fact Airbnb, Vrbo etc want to keep a good reputation within the community. and if the City of Vancouver sent documentation to them of city ordinance infractions these houses would be taken off their web site at your request. The City of Vancouver would soon be known for shutting down furnished party homes and that they are not welcome in our community. The good apples should not be punished for the bad apples in the bunch. We are not in the furnished home rental business to make a profit. GG's house is a family venture decorated throughout with family antiques and memorabilia which we have shared over the past year with dozens of families who come to celebrate the life of a passed love one, weddings, sporting contests, birthdays, reunions, holidays, vacations etc. We have a guest book filled with their pictures and in the back ground on the wall is a picture of Sylvia. Sylvia enjoys reading the comments under the pictures and gives her joy to see their smiling faces. Why would you want to take that joy away from a 101 year old and our family and the families who come to enjoy GG's House?

Sewage sludge industry panics as Biosludged movie files posted for immediate downloading and sharing... get the files here

Thursday, November 29, 2018 by: Mike Adams

Tags: badfood, badpollution, Biosludge, Biosludged, Biosolids, Brighteon Films, documentary, Ecology, environ, environment, goodhealth, goodscience, Mike Adams, movie, sewage sludge, toxins



(Natural News) The *Biosludged* movie that exposes “the greatest environmental crime you’ve never known” is now available for full downloading and sharing. The film documents the EPA’s outright crimes against the environment, along with industry collusion, science fraud and the mass pollution of the U.S. food supply with toxic sewage sludge.

The sewage sludge industry, which **relies on secrecy and lies** to continue its profitable pollution racket, is already in a panic over the release of this film. What they are starting to realize is that rather than restrict the film to theaters or pay-per-view, we planned all along to release the film to the public for sharing and posting everywhere. We even built our own video platform — Brighteon.com — so that YouTube, Vimeo, Google, Facebook, Twitter and other evil tech giants could not censor the film.

Grab the files at this link, and enter your email address there to subscribe to the Brighteon Films announcement list.

You are hereby granted permission to:

- Post the full movie, or snippets of the movie, to your YouTube, Vimeo, Bitchute, Brighteon or other video provider channel.
- Burn the full movie to DVDs and give them away for free (you may not charge for the film, however).
- Share the film files on torrent sites or file sharing sites.
- Download and store a copy on your local computer.
- Share the downloaded files with others using any means you wish.

We only ask that you give credit to Biosludged.com or BrighteonFilms.com, and remember that even though we grant you the right to share the film for non-commercial purposes, we still technically “own” the film and maintain copyright on the film.

Some great ideas of how to spread the word about Biosludge

By sharing the Biosludged movie, you join an **underground railroad of activist** citizens who are helping distribute critical information that's being systematically suppressed by industry, government and media. (Yes, all three are covering up the truth about toxic sewage sludge.)

That's why we've put this film out for you to share. Here are a few ideas of how you can get this film into the hands of other people who need to see it

- 
- Burn the movie to DVDs and hand them or mail them to your local city council members.
 - Upload the files to Dropbox or another service and share links with your friends on social media.
 - Send DVDs or file links to local journalists or news investigation teams.
 - Send copies to your members of Congress.

call
to action

Sign up for the email newsletter at BrighteonFilms.com to be kept informed of more news surrounding this film, as well as announcements on the release of upcoming films.

Also: **We need volunteer translators who can translate the film's captions into Spanish and other languages.** Please contact Natural News if you can assist in this effort.

Read Biosludged.news to stay informed about the topic of biosludge and the mass pollution of our soils and our food.

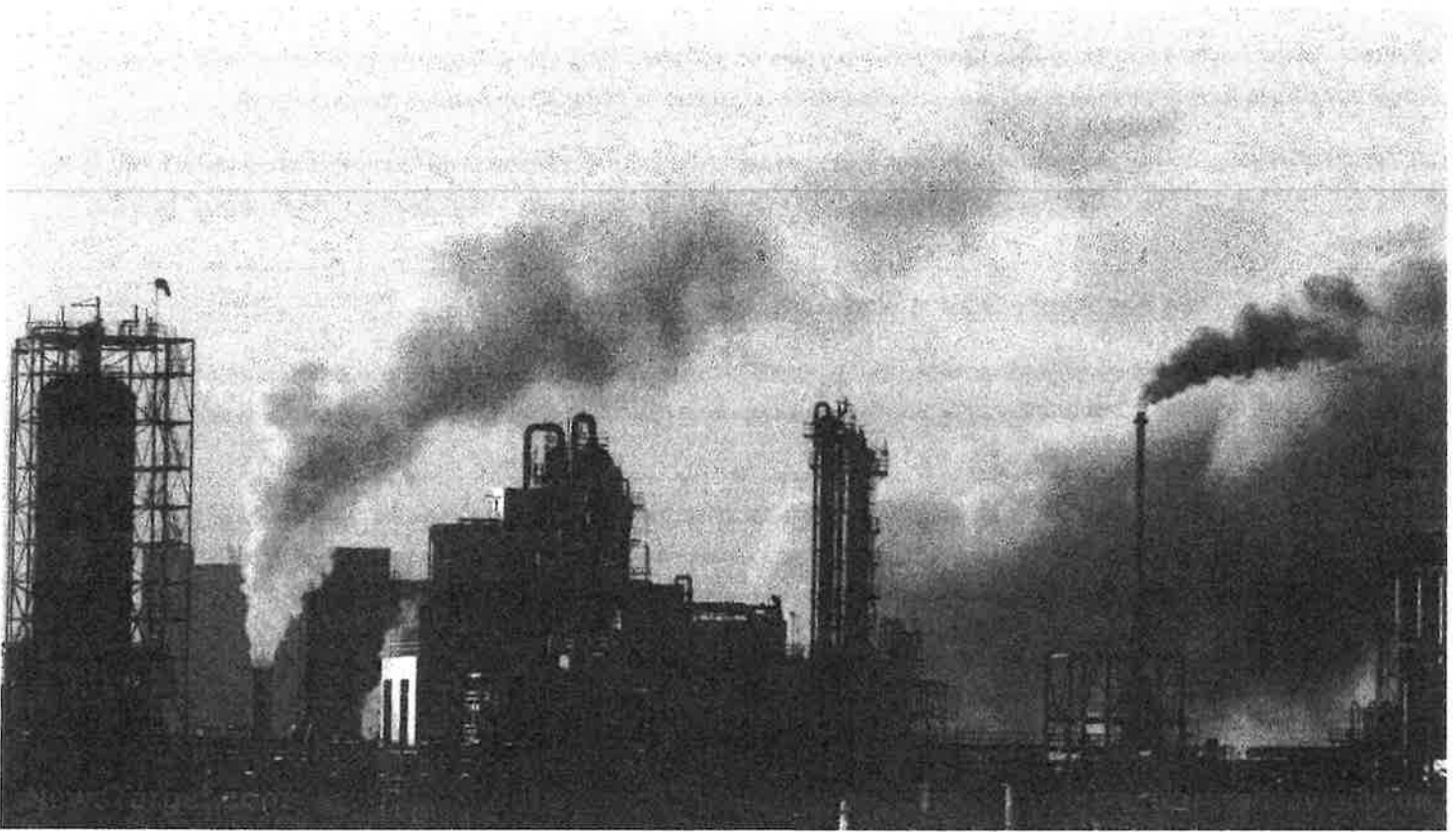
Also check out Brighteon.com, the new alternative to YouTube, now featuring thousands of active video channels and over a hundred thousand uploaded videos. All Brighteon Films documentaries are being posted to Brighteon.com.

These projects are funded in part by the Health Ranger Store, bringing you 700+ lab-verified products for healthy living, including superfoods, storable emergency organic foods, green home products, personal care, prepping supplies and much more. Shop at the Health Ranger Store to help support our films, our lab and our continued work for humanity.

Electric cars, "sustainability," and other city folk ideologies are a clean energy MYTH – watch at Brighteon.com

Sunday, October 21, 2018 by: Ethan Huff

Tags: automobiles, badclimate, badpollution, batteries, big cities, bio-sludge, cars, cities, Clean Energy, climate alarmism, coal, electric cars, environ, environment, environmental consciousness, feces, green living, hybrids, immoral, Leftists, Liberal Mob, liberals, lifestyle, myth, Prius, science clowns, science myths, sustainability, sustainable, sustainable living, toxins, unethical, waste



(Natural News) Big-government leftists, many of whom live in large cities, are known to tout their electric and hybrid vehicles, social activism, and other "sustainable" lifestyle habits as helping to "save the planet." But much of what far-left liberals love to brag about concerning their alleged support of clean energy and environmental conservation are empty myths that have no basis in reality.

During a recent episode of his *Health Ranger Report* show, available for viewing at Brighteon.com, Mike Adams, the Health Ranger, punches a few big holes in popular liberal mantras that, upon closer investigation, represent little more than "fake news" from the usual suspects involved with the liberal mob.

"People who live in cities think of electric cars as being 'clean,' but really they just export pollution to rural areas outside the cities," Adams points out, reducing the "I'm better than you because I drive a Prius" crowd to logical rubble.

"What powers an electric car? Well, you might think batteries. Okay. But let's take it one step further here. What powers the batteries? Where does that electricity come from? Predominantly it comes from coal-fired power plants, which are located outside the cities. And those coal plants, of course, emit some amount of mercury and heavy metals, and they emit carbon dioxide, of course, and particulate pollutants, which then settle on farm lands and forests and rural areas."

Watch this full episode of the *Health Ranger Report* at Brighteon.com below:

City people, regardless of how "liberal" they are, represent the world's biggest polluters

Almost everything about city life in 2018, Adams points out, is far more polluting than activist liberals would have us all believe. Even if every single "gas-guzzling" automobile was pulled from the road and replaced with a Tesla, there's still pollution being distributed *somewhere*.

"If you have a city where, let's say, you don't even have combustion engines any longer for regular vehicles, all you're doing is you're taking that pollution that used to exist in the city, coming out of the tailpipes, and now you're pushing that pollution out into the countryside," says Adams.

"And that's not the first time that cities have done that. They also do the same thing with sewage: it's called bio-sludge. So all that sewage that people flush down their toilets in the city, that ends up spread as 'fertilizer' on farms in the countryside."

It's a completely unsustainable and unethical situation that ends up leaving all the pollution at the doorsteps of people who live in the country, even as their city folk counterparts revel in feelings of superiority for supposedly taking the moral "high ground" by living "sustainably."

"Cities ... they are polluters, they export pollution to surrounding areas," Adams states.

"They steal resources from the countryside as well – many cities have to steal water from rural areas in order to provide enough water for the city. So they're taking in water and they're stealing resources from the countryside while exporting their pollution back to the countryside."

In Adams' view, country folk are the truly sustainable ones, at least when they're not dumping harmful pesticides and herbicides all over their crops. Their septic systems, as opposed to city sewer systems, are better for the environment, and many of them grow their own food, collect their own rainwater, and all-around treat the environment better than the average city person.

"People who live in cities like to talk about 'sustainable living' and 'green living' and 'environmental consciousness,' but they don't realize that the very fact that they're living in a city is environmentally disastrous and completely unsustainable because they're just polluting the world with their feces and with their electrical usage, which is much higher, per capita, in a city than it is in a rural environment, by the way," explains Adams.

"Rural living is sustainable. In rural environments, you can collect your own rainwater, you can throw some solar panels on the roof ... or maybe you can go off-grid, even. You can grow some of your own food."

Be sure to watch this full episode of the *Health Ranger Report* at Brighteon.com.

Sources for this article include:

Brighteon.com

NaturalNews.com

BIOSLUDGE is a toilet-to-farm scheme that deposits toxic sewage sludge on food crops all across America

Friday, December 21, 2018 by: [Lance D Johnson](#)

Tags: [badfood](#), [badhealth](#), [badpollution](#), [badscience](#), [bio-terrorism](#), [Biosolids](#), [cancer causes](#), [Clean Soil Act](#), [deception](#), [EPA](#), [EPA fraud](#), [food supply](#), [fraud](#), [human waste](#), [outbreaks](#), [pharmaceutical runoff](#), [soil health](#), [soil poisoning](#), [toxic chemicals](#), [wastewater treatment](#)

([Natural News](#)) There's a reason why the Environmental Protection Agency (EPA) has implemented a Clean Water Act and a Clean Air Act, but NO Clean Soil Act.

A Clean Soil Act would fundamentally change how wastewater is processed and recycled. It would require the EPA come clean about the toxic composition of fertilizers being spread on North American soils. A Clean Soil Act would halt the mass spread of toxic sewage on food crops all across America. It would expose environmental crimes within the EPA itself. A Clean Soil Act would require the truth to come out; that the recycling of bio-solids is a toilet-to-farm scheme that is poisoning America's gardens and farmlands and forcing humans to eat from their own waste.

The bio-solids that are processed and recycled at municipal wastewater treatment plants are sold to homes and farms across the country as "fertilizers." These bio-solids are a chemical nightmare, consisting of a wide array of pharmaceuticals, agro-chemicals, industrial chemicals, household chemicals, pathogenic material, and heavy metals. This toxic biosludge should never come in contact with soils that grow food for human and animal consumption. (Related: [The government is lying about the safety of biosludge.](#))

Documentary exposes deep truths about EPA fraud and the chemical poisoning of soils and the food supply

In the new documentary [Biosludged](#), scientific experts and whistle blowers break down what is happening to North American soils and how this mass pollution scheme is making people chronically ill and mentally lobotomized. In this documentary, former EPA scientist and whistle blower Dr. David Lewis reveals the shocking extent of the EPA's criminal activities and scientific fraud. The fertilizer that people add to their soils is inundating crops with disease-promoting pathogens and a slew of chemicals that wreck havoc on the physiological processes of the human body.

The documentary also warns that the food supply is at grave risk of being used as a vector for terrorist activity. A terrorist can flush massive amounts of chemicals into the sewage system,

only to have it all recycled as fertilizer for use on crop fields. Sewage sludge could also be laced with bio-weapons and microorganisms that cause food poisoning and infectious disease. All the human dung that is deposited on food crops ultimately releases chemicals into the groundwater, too. People across the U.S. are literally regurgitating the toxic composition of their own poop, using water and fertilizer that has been poisoned over and over again. These biosludge chemicals directly affect brain function, immune function, and fertility. All the cancer marches and pink ribbon fundraisers should start to look at what's going on with the food supply, how toxic human waste is re-consumed, poisoning the population into cancerous states.

Watch the full documentary at BrighteonFilms.com and download the full movie files that you can openly share with others. Stay up-to-date on the "greatest environmental crime you've never heard" at Biosludge.News.

Please Don't Call This 'Science': How FDA, CDC Justified Approval of Moderna's Spikevax

The U.S. Food and Drug Administration's approval last week of Moderna's Spikevax COVID vaccine — backed by the Centers for Disease Control and Prevention — made a mockery of science and the regulatory process.

By Josh Mitteldorf, Ph.D.

Miss a day, miss a lot. Subscribe to The Defender's Top News of the Day. **It's free.**

The U.S. Food and Drug Administration (FDA) and Centers for Disease Control and Prevention (CDC) did it again.

The FDA last week granted its seal of approval for a ghost vaccine that is unavailable in the United States — and it did so using a preordained process that made a mockery of “science” and of “regulation.”

Days later, the CDC backed the FDA's decision, using similarly flawed data and reasoning.

The approval of Moderna's Spikevax COVID-19 vaccine was an even greater travesty than the FDA's approval last August of Pfizer's Comirnaty shot.

That's because Moderna has been even more secretive than Pfizer about its trial data, and because Moderna's shot is linked to an even higher rate of heart disease than Pfizer's.

The FDA's approval of the Pfizer Comirnaty vaccine led people to believe they would get a fully licensed, FDA-approved vaccine — when in fact they were still getting the Pfizer-BioNTech vaccine distributed under Emergency Use Authorization (EUA).

People can ask for the Comirnaty vaccine as often as they like — but it is not being distributed in the U.S. The Comirnaty vaccine is supposed to be the same formulation as the old Pfizer-BioNTech vaccine, but the vials labeled “Comirnaty” are in a legal class of their own.

URGENT! TAKE ACTION: Tell the FDA Don't
Approve Pfizer's mRNA Shots for Infants and
Children under 5

Why this Kabuki theater?

Because any adult who is harmed or killed as a side effect of an “FDA-approved” vaccine can sue the manufacturer. But if you are harmed in exactly the same way by an EUA vaccine, you are out of luck — the manufacturer and everyone in the chain of delivery has full immunity from lawsuits. The law depends on the label.

Now Moderna has the same legal advantage as Pfizer. Its “Spikevax” is the same formula as the old Moderna vaccine, but only if you are dosed with a vial bearing the “Spikevax” label can you sue for bodily harm. So, of course, the Moderna vaccine continues to be distributed, but Spikevax is not available in the U.S.

The approval of Spikevax is not just a legal sham. It's also a scientific sham. FDA approval is supposed to include long-term safety testing, but there is no long-term data available for a product that has been in existence less than a year.

The FDA hearings on the licensing of Spikevax were one-sided and dominated by self-congratulatory rhetoric. They also raised more questions than answers.

Questions for the FDA

- Besides offering publicity to the manufacturer and sowing confusion in the public mind, why would the manufacturers want FDA approval for a vaccine that is not available in the U.S.?
- Neither Pfizer nor Moderna explicitly specified the content of their placebos, but a published review claims they were simple saline. If this is the case, why is the rate of medical problems following injection with a "placebo" so much higher with Moderna's placebo compared to Pfizer's placebo?

For example, 18 people out of 15,000 in the Moderna placebo group died before the start of the trial (2 weeks from the second vaccination), while only 4 people out of 22,000 who received Pfizer's placebo dose died in a comparable period. There were 31 "severe adverse events" in the placebo group of the Moderna trial, and zero in the (larger) Pfizer placebo group. What was in that "placebo" that killed 18 people and sent 31 to the hospital?

- The FDA relies on the Vaccines and Related Biological Products Advisory Committee (VRBPAC) to help assess the safety of vaccines before approval. There was an animated debate at the VRBPAC meeting for the Pfizer vaccine. Why was VRBPAC not invited to convene for the Moderna vaccine? The answer is given in this letter of approval from the FDA to Moderna (January 31, 2022):

"We did not refer your application to the Vaccines and Related Biological Products Advisory Committee because our review of information submitted in your BLA [Biologics License Application], including the clinical study design and trial results, did not raise concerns or controversial issues that would have benefited from an advisory committee discussion."

- The FDA plainly states that it limited the scope of its analysis to the trial data alone. Why isn't the FDA interested in the enormous amount of data that has become available in the last year?

Safety: Did FDA cook the books?

Deaths and disabilities associated with the mRNA "vaccines" have occurred with shocking frequency, 90 times as many as the worst vaccine in the past. There have been more than 1 million COVID vaccine reactions reported to the Vaccine Adverse Event Reporting System (VAERS), compared to 11,000 for the worst vaccine in 2020 (Shingrix).

There were more than twice as many deaths related to the COVID vaccines this year as the sum total of all vaccine deaths in the 30-year history of VAERS.

To rig the approval process in favor of such a product, the FDA needed to rewrite the rule book. The agency did this with a new statistical criterion, masking murder with mathematics. I am grateful to Matthew Crawford for having decoded the algebra and sounded the alarm.

The safety criterion chosen by the FDA is an obscure computation called PRR, which stands for Proportional Reporting Ratio. As the name implies, it is based on RATIOS of different event types and is utterly blind to the ABSOLUTE RATE of such events.

PRR measures the distribution of different kinds of adverse events, e.g. blood clots, heart attacks and deaths. If those ratios are severely out of line with the great variety of vaccine reactions in the past, PRR would detect that.

For example, if the new vaccines caused an extraordinary risk of myocarditis, but everything else was low, then PRR would flag that. But if myocarditis was just one risk among many that have been reported from past vaccines, then PRR would not pick that up.

The real scandal is that PRR is blind to the absolute risk numbers. PRR is defined in such a way as to look for unusual PATTERNS of adverse events, but it is completely insensitive to unusual RATES of adverse events.

Of course, it is the rates and not the patterns that are of primary concern, and the PRR is designed NOT to reflect that.

For example, suppose we have two vaccines:

- Vaccine A has 1 reported death per million vaccinations, 3 reported heart attacks per million, and 20 reported headaches per million.
- Vaccine B has 1 reported death per hundred vaccinations, 3 reported heart attacks per hundred, and 20 reported headaches per hundred.

Vaccine A is quite safe, and vaccine B is extremely dangerous. And yet the formula for PRR will produce the same result for vaccine A and B!

Clearly, PRR is not an appropriate criterion for evaluating the safety of any particular vaccine. Did the FDA use PRR in order to cook the books?

In Moderna's own trials, 1.3% of vaccine recipients had a reaction to the vaccine that was severe enough to require medical attention. The following possible side effects were listed in information given to doctors:

"Anaphylaxis and other severe allergic reactions, myocarditis, pericarditis, and syncope have been reported following administration of the Moderna COVID-19 Vaccine during mass vaccination outside of clinical trials."

Off with his head! — the CDC's ACIP hearings

In Alice's Wonderland, the Red Queen's justice began with the execution, then there was a verdict — and finally a trial.

The FDA hearing was followed by a meeting of the Advisory Committee on Immunization Practices (ACIP), which reports to the CDC.

The committee on Feb. 4 voted to recommend the Moderna Spikevax. Only after that action step had been secured did the committee hear testimony from the Public Health Agency of Canada that Moderna's vaccine was associated with a myocarditis risk five times higher than Pfizer's.

Questions for the CDC

- All-cause mortality was equal in both placebo and vaccine groups (16 deaths in each). In the midst of a pandemic, Moderna's vaccine demonstrated no survival benefit. This should have been enough to end any further consideration of approval.

- We have detailed data on myocarditis from decades of past history. One-fourth of myocarditis patients are dead within 5 years, but the same study reports that if the myocarditis is caused by human immunodeficiency virus, then three-fourths die in the same 5 years.

We have no long-term data on vaccine-induced myocarditis, but we do have some 6-month data, which show 39% of cases still had their activity restricted by their doctors, 20% were still on heart medication, 32% still reported chest pain, 22% still had shortness of breath, 22% had palpitations and 25% still reported fatigue. Thirteen vaccine recipients died. (All these numbers were presented at the ACIP hearing on Feb. 4.)

Why should we have confidence that the course of vaccine-induced myocarditis will be much less severe than other forms of the disease?

- The Moderna trial, like the Pfizer trial, was limited to healthy people, mostly young, with no pre-existing problems. Pregnant women were explicitly excluded. Why is the vaccine being approved as safe for everyone, including diabetics and immune-compromised, elderly and pregnant women?
- When mRNA vaccines were approved on an emergency basis, the FDA promised to track all safety concerns with a new cell phone app called V-Safe. Why are the results of V-Safe being withheld from the public?
- The FDA was considering approval of Moderna's vaccine in January 2022. There was a full year's experience with side effects reported from nearly 200 million doses of the Moderna vaccine in the U.S. alone. But the FDA limited its consideration to the 15,000 subjects who were in the Moderna trial, ending March 26, 2021. Why was this huge trove of data on vaccine safety not reviewed by the FDA?
- Yes, we understand that the vaccine doesn't become fully effective until 2 weeks after the second shot. But is that a reason to exclude from consideration the damage that is inflicted by enhanced vulnerability to disease during those two weeks, or, for that matter, the four weeks between shots? These have been counted as diseases of the "unvaccinated," but in fact, people in this stage of treatment are much more vulnerable than the truly unvaccinated.
- France and Germany do not recommend Moderna's vaccination for young people, presumably because the Moderna vaccine is associated with a higher rate of myocarditis than the Pfizer vaccine. How did our FDA come to a different conclusion?
- Anaphylaxis following vaccination is an immediate, life-threatening and an undeniable consequence of the vaccine. The CDC claimed the rate of anaphylaxis is 6 per 1 million.

However, in March of 2021, an examination of anaphylaxis following mRNA vaccines revealed a much higher incidence of this adverse event. In fact, 9 of 38,971 Moderna vaccine recipients suffered documented anaphylaxis. This equates to 230 per million, or 38 times higher than the CDC estimate.

URGENT! TAKE ACTION: Tell the FDA Don't Approve Pfizer's mRNA Shots for Infants and Children under 5

Efficacy — but at what cost?

The proper measure of the efficacy of any medication is how it affects all aspects of a patient's health. But in evaluating the Moderna vaccine, the FDA looked only at its effect on COVID.

There are early but disturbing indications that vaccination worldwide has had dramatic effects on other aspects of health, unrelated to COVID. Insurance company trade journals report that they are paying life insurance claims for adults 18-64 years of age at a rate 40% higher than during any normal year.

This number from OneAmerica (Indianapolis) has been echoed by other studies in Europe. A leaked spreadsheet from the Defense Medical Epidemiological Database showed that incidences of many medical problems in the U.S. military surged in this year of vaccination. For example, heart attacks were up 343%, cancers up 218%, among many other disorders.

Could it be that the vaccines have had a small benefit for COVID severity and disastrous impact on other aspects of human health?

We now have some real-world experience with the efficacy of vaccines. For example, we know the virus mutated to a more contagious, less lethal form. Omicron is now the dominant form of the virus in the U.S. and most other parts of the world today.

The Omicron mutations are concentrated in the spike protein — the only part of the virus to which the vaccinated population has immunity. This suggests the virus is mutating in response to the vaccine, and mutations are an important factor affecting efficacy in the long run

Nevertheless, the FDA considered efficacy data predominantly from the first five months of data (through March 26, 2021) in making its decision to fully license Spikevax, with an absolute cutoff in November, before Omicron became dominant.

More questions

- Almost all subjects in the original Moderna trial who received placebo initially were subsequently given the vaccine. How will we ever know the long-term effects of the vaccine if we have no controls with which to compare?
- Why do CDC studies of death rates based on vaccination status differ so markedly from the same question asked by independent groups in other countries?

Here, for example, is a report from Public Health Scotland stating that vaccination increases vulnerability to Omicron. Here is a similar report from England. This study shows countries with higher vaccination rates tend to have higher rates of COVID, and this one confirms the same result for U.S. states.

- We are now in an era dominated by the Omicron variant, against which all the vaccines seem much less effective. But even “follow-up data” was analyzed only through March 26, 2021, nine months before Omicron took over. Why did the FDA base its decision on data only from older variants?
- The secondary efficacy endpoint was the prevention of severe COVID-19. Now that it is accepted that there is little, if any, protective effect of mRNA vaccines from infection, the prevention of severe disease should be the primary focus of approval determination.

Moderna claims its vaccine efficacy is an astonishing 98.2% in preventing severe COVID-19 (Table 8). Pfizer's was 96.7% (Table S6).

The reason for the calculated difference in efficacy between these two products was not from a lower incidence of severe disease in the vaccine arm of Moderna's trial (it was lower in Pfizer's trial). It was because the incidence of severe disease in Moderna's placebo group was much higher than in Pfizer's.

Severe COVID-19 in Pfizer's placebo group occurred in 30 participants out of 23,0379. In Moderna's, severe disease occurred in 106 participants out of 14,164 that received a placebo. Why was the incidence of severe COVID-19 nearly six times higher in Moderna's placebo group than Pfizer's?

Postscript: Failure was never an option

In America, why are clinical trials for new drugs run by the same companies that own the drugs, and will profit from them if the trial is successful?

It's a glaring conflict of interest, but necessary within a capitalist system. Since the trials cost, typically, hundreds of millions of dollars, only the company that will profit from the drug is motivated to invest such huge sums in testing.

In the case of the COVID vaccines, however, the development and the trials were both publicly funded. There was no excuse for contracting the same organization both to develop and test their own product.

Moderna's development cost was funded through Operation Warp Speed in the U.S. and Pfizer through the German government. Now, the companies are reaping windfall profits, though they risked no money of their own.

This leaves us wondering, did our government ever want a fair and unbiased evaluation of the COVID vaccines? Or — after a full year of telling the public that vaccines were the only path out of the COVID crisis — did NIH feel they could not risk the possibility that the trials might fail?

There were no animal tests. There was no time to experimentally optimize dosage and delivery. They had to guess right the first time.

Maybe they thought this is what the exigency of a pandemic required — but please don't call it "science."

The views and opinions expressed in this article are those of the authors and do not necessarily reflect the views of Children's Health Defense.

SUGGEST A CORRECTION



Josh Mitteldorf, Ph.D.

Josh Mitteldorf, Ph.D., has a background in theoretical physics. Since the 1990s, he is best known for his contributions to the biology of aging, including many articles and two books.

Sign up for free news and updates from Robert F. Kennedy, Jr. and the Children's Health Defense. CHD is planning many strategies, including legal, in an effort to defend the health of our children and obtain justice for those already injured. Your support is essential to CHD's successful mission.

Republishing Guidelines

ILLEGAL CLIMATE ENGINEERING OPERATIONS ARE BEING CARRIED OUT WITHOUT PUBLIC KNOWLEDGE OR CONSENT

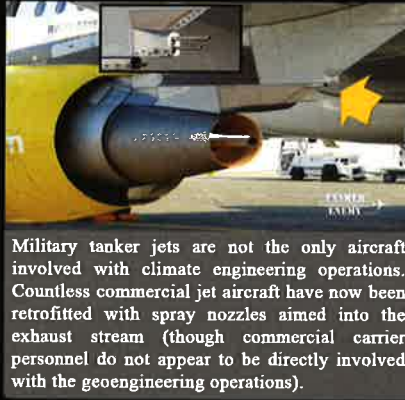
Precipitation tests from around the world confirm alarming levels of aluminum, barium, strontium, (and other heavy metals named in climate engineering patents) are saturating our breathable air column. Human blood, urine, and hair tests confirm the extreme buildup of these highly toxic heavy metals in populations.

Government officials and Geoengineers have long since proposed spraying 10-20 MILLION TONS of highly toxic heavy metal and chemical aerosols into the atmosphere annually as a form of climate change mitigation. Though the blatantly obvious ongoing sun blocking "solar radiation management" programs are officially denied, all available data confirms full deployment of global geoengineering occurred decades ago with increasingly catastrophic consequences.



Color spectrums captured behind particulate dispersing aircraft makes clear the fact that we are not seeing "condensation trails".

All military tanker jets and all commercial jets use "high bypass turbofan jet engines", a jet powered fan that is nearly incapable of producing any condensation trails except under rare and extreme circumstances.



Military tanker jets are not the only aircraft involved with climate engineering operations. Countless commercial jet aircraft have now been retrofitted with spray nozzles aimed into the exhaust stream (though commercial carrier personnel do not appear to be directly involved with the geoengineering operations).



If you think there are only passengers in all commercial jet aircraft, think again. Commercial carrier personnel are not directly involved.

What are the known consequences of ongoing climate engineering operations?

GEOENGINEERING IS:

- **Further fueling the overall warming of our planet:**
SRM aerosol cloud canopies trap more heat than is deflected by SRM programs.
- **Contributing to extreme drought, flooding, and storms:**
Global geoengineering has completely disrupted the planetary hydrological cycle and thus weather systems all around the world.
- **Creating engineered cool-down zones and snow storms:**
Patented processes of "chemical ice nucleation for weather modification" are creating severe weather whiplash scenarios.
- **Destroying the Earth's vital ozone layer:**
Geoengineering particulates and associated microwave transmission atmospheric manipulation are decimating the ozone layer. This is allowing extremely dangerous levels of UVB and UVC radiation to reach Earth's surface.
- **Accelerating Forest devastation, die-off, and forest fire increases:**
Completely disrupted rain cycles, extreme UV radiation, toxic heavy metal fallout saturation of soils, more dry lightning, and incendiary dusts (from fallout) coating foliage, all are the result of geoengineering.
- **Alarming honeybee die-off:**
Peer reviewed science studies have now proven that massive aluminum contamination is killing bees. Again, the primary climate engineering element named in patents is aluminum.
- **Radically accelerating human degenerative and neurological diseases:**
Alzheimer's, dementia, autism, ALS, COPD, asthma, allergies, bronchitis, lung cancer, heart attack (and countless other forms of disease) are directly associated with toxic atmospheric particulate pollution, exactly what climate engineering / solar radiation management programs create.
- **Contributing to unprecedented species die-offs:**
We are now in the 6th great mass extinction on our planet with up to 300 species of plant, animal, and insect extinctions every single day. This is 15,000 times the background extinction rates.

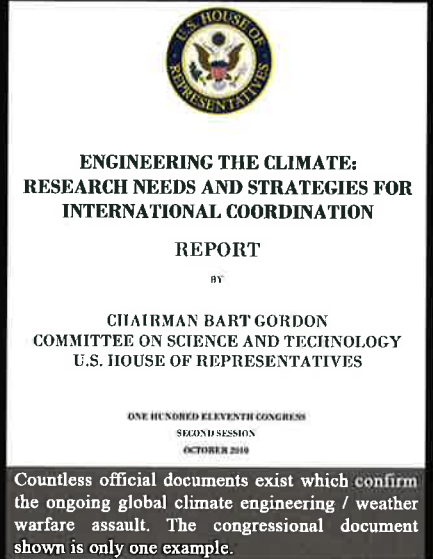
HISTORICAL DOCUMENTS AND DATA PROVES THAT GLOBAL CLIMATE ENGINEERING PROGRAMS WERE FULLY DEPLOYED IMMEDIATELY AFTER WWII AND HAVE BEEN STEADILY RAMPED UP SINCE. NOT A SINGLE ENVIRONMENTAL OR HUMAN HEALTH IMPACT STUDY HAS EVER BEEN DONE TO DOCUMENT THE DEVASTATION BEING INFLICTED ON THE ENTIRE WEB OF LIFE FROM THE ONGOING ILLEGAL GEOENGINEERING ASSAULT.

Populations (and all life forms) around the world have been completely betrayed by the governments, agencies, and experts they have been trained to believe existed to protect them. The corporate media is also a primary accomplice in the ongoing climate engineering cover-up. Any and all entities / individuals that are in any way associated with the illegal geoengineering operations must be fully exposed. Once exposed, all such entities / individuals must be held legally and morally accountable for their part in the climate engineering atrocities.

Investigate inarguable climate engineering facts and film footage at

GeoEngineeringWatch.org

Please, help us to expose and halt the ongoing climate engineering insanity.



Countless official documents exist which confirm the ongoing global climate engineering / weather warfare assault. The congressional document shown is only one example.



GLOBAL CLIMATE MODIFICATION PROGRAMS ARE THREATENING ALL LIFE ON EARTH

BEFORE: SKIES UNTAINTED BY CLIMATE ENGINEERING



AFTER: SKIES CONTAMINATED BY SOLAR RADIATION MANAGEMENT



NASA satellite images clearly reveal microwave transmission manipulation of aerosolized clouds



Climate engineering is further fueling record drought, deluge and overall biosphere disintegration



GeoEngineeringWatch.org

What This Revealing, Amazing Health Book Can Do For You — It Can Save Your Life!

A Health Message 100 Years Ahead of Its Time

A miraculous transformation occurs within your body when you discover and drink only the healthiest, most perfect water available.

With pioneering father, Paul C. Bragg, sincerely believes that he discovered the world's most important health secret! For years he researched the subject of illness and ageing and found one of the main reasons why man becomes sick, prematurely and dies long before his time! Carefully read this formative, life-changing book to learn why this priceless wisdom is the greatest health interest for everyone!

Ask Yourself These Vital Health Questions:

Can I stop chemicals and inorganic minerals from hardening and turning my brain and body into stone?
Can I stop my body's joints and back from becoming painful, stiff and cemented?
Can I help stop the formation of gallstones, kidney stones and bladder stones?
Can I protect my arteries, veins and capillaries from the unnatural, deadly hardening of arteriosclerosis?
Can I prolong my youthfulness?
Can I prevent sickness and premature ageing?

The Answers Are In This Book!

DEADLY HAZARDS OF FLUORIDATED WATER

Forty-one of the 50 largest cities in the U.S. have fluoride, a deadly hazardous waste, in their water. Millions of gallons of this deadly poison are doing irreparable damage by mass medicating everyone who drinks fluoridated water. Let's get this toxic chemical out of America's water supply! If the water in your area is fluoridated, join or start action groups to remove this dangerous chemical now to save yourself, your family and the lives of future generations!

Here are just a few of the serious health hazards of fluoridated water:

- Cancer in all its deadly forms.
- Digestive system disorders:
Ulcers, colitis, constipation, nausea, cirrhosis, hepatitis and inability to utilize vitamins B and C.
- Kidney, bladder and urinary disorders.
- Respiratory and lung disorders:
Tuberculosis, asthma, rhinitis, sinusitis and bronchitis.
- Circulatory diseases:
Arteriosclerosis, heart failure, varicose veins, coronary thrombosis, hypo-tension and hypertension.
- Blood conditions:
Leukemia, hemophilia and anemia.
- Mental and neurological impairments and disorders:
Alzheimer's, neuroses, psychoses, A.D.D. & multiple sclerosis.
- Eye diseases:
Cataracts, vision problems, glaucoma and detached retina.
- Endocrine dysfunctions:
Diabetes, goiter, and impaired function of the adrenal, thyroid and sex glands.
- Skin, nail and hair conditions:
Acne, boils, dermatitis, eczema, alopecia and lupus.
- Bone and joint conditions:
Osteoporosis, bone cancer, arthritis and aching joints.
- Teeth and gum diseases:
Mottled and darkened teeth, calcium and bone loss.
- Premature and still births, hearing loss and headaches.

More Shocking Facts on Deadly Fluoridated Water:

- Fluoridation is mass drug medication.
- Fluorides are toxic to pets, animals and humans.
- Fluorides are deadly poisons – in the same class as arsenic.
- Fluorides endanger people who drink a lot of water.
- 1 ppm fluoride added to water causes urinary output to increase 3ppm in 24 hrs, overburdening the kidneys.
- Fluorides impair the proper metabolism of fats, carbohydrates, proteins and all food eaten.
- Fluorides are cumulative poisons and some serious side effects may not become evident for 20 years or more.
- Fluorides also affects the genes of 2nd and 3rd generations.
- Fluorides depress the immune system, opening the body to disease and health problems.
- Fluoride passes through the placenta and can harm the baby.
- Fluorides interfere with the metabolism of calcium.
- Fluorides can stunt the growth of all living things.
- The U.S. Government strictly regulates the shipping of products containing sodium fluoride.
- Fluorides are concentrated in processed, canned, bottled and dried foods and can cause grave health problems.
- Not enough is known about how fluoride metabolizes.
- Fluorides in the water can ruin photographic films.
- Fluoridation interferes with all living, growing things.
- Measuring the concentration of fluoride in water is very difficult and often inaccurate.
- The equipment used to fluoridate water is expensive while its repair & replacement is a constant, costly problem.

Important, Vital Water Facts To Know:

- Water is more important than food or vitamin supplements. You can go days without them, but you can't survive long without water!
- 30% of Americans drink water that violates federal health standards!
- More than 90% of water companies don't use available technology to remove chemical contaminants and toxins from drinking water!

The Bragg Wa

These are just a few receive yearly, praising rejuvenation benefits spiritually. We hope

This revealing Bragg and should be required and dental schools, and read worldwide

– Chris Linv

I developed painful playing my violin. I re 8 glasses of distilled organic apple cider vi

– Geraldine

Health Pioneer Dr. P. one of the great con the Natural Health M

Thank you Patricia for when you gave me y walking and eating. You were a blessing

Our lives have compl healthy and good, w

– Gene & Joan Zo

A fast with distilled speed; cleanse your blood; help you lose toxins; clear the eyes to the Bragg Books

– James F. Balch, M.D.

In Medical School I

ing Facts on Deadly Fluoridated Water:

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toxic to pets, animals and humans.
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ant, Vital Water Facts To Know:

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l contaminants and toxins from drinking water!



Praises for The Bragg Water Book & Healthy Lifestyle

These are just a few of the thousands of testimonials we receive yearly, praising The Bragg Healthy Lifestyle for the rejuvenation benefits they reap – physically, mentally and spiritually. We hope in time to also receive one from you.

This revealing Bragg Water book is a real fluoride shocker and should be required knowledge in all the medical and dental schools, health related fields, schools, colleges and read worldwide by everyone!

– Chris Linville, M.D., New Brunswick, N.J.

I developed painful arthritis in my hands and had to stop playing my violin. I read your water book and started drinking 8 glasses of distilled water daily adding a tablespoon of your organic apple cider vinegar to 3 of them. I am totally cured.

– Geraldine Boundey, Oxnard, CA

Health Pioneer Dr. Paul Bragg's work on water and fasting is one of the great contributions to the Healing Wisdom and the Natural Health Movement in the world today.

– Gabriel Cousens, M.D., Author, *Conscious Eating & Spiritual Nutrition*

Thank you Patricia for our first meeting in London in 1968, when you gave me your fasting book – it got me exercising, walking and eating and drinking more wisely and natural. You were a blessing God-sent! – Reverend Billy Graham

Our lives have completely turned around! Our family is feeling healthy and good, we thank you and must tell you about it.

– Gene & Joan Zollner, Parents of 11, Bellingham, WA.

A fast with distilled water can help you heal with greater speed; cleanse your liver, kidneys and colon; purify your blood; help you lose excess weight and bloating; flush out toxins; clear the eyes, tongue, and cleanse the breath. Thanks to the Bragg Books for my conversion to the healthy way.

– James F. Balch, M.D., Author, *Prescription for Nutritional Healing*

In Medical School I read Dr. Bragg's Health Books and they



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Organic Bytes

Edited by Ronnie Cummins and Alexis Baden-Mayer

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WHO UPDATE

Stop the World Health Organization's Global Pharmagarchy!

Lockdowns and mandates are bad enough when they're imposed by local officials. At least, they can't hide from our protests. We can show up where they work and live, and we can vote them out in the next election.

Things would be much worse if lockdowns and mandates were imposed from Geneva, Switzerland, by an unelected, corporate-controlled bureaucracy... and that's exactly what the pharmaceutical companies are working on now.



TAKE ACTION! Tell the U.S. delegation to the World Health Assembly that you oppose their amendments to the International Health Regulations!

WATCH: On Friday night's Brave Nu Future broadcast, Amber King talked with Alexis Baden-Mayer and James Roguski about the problems with the U.S. amendments to the International Health Regulations.

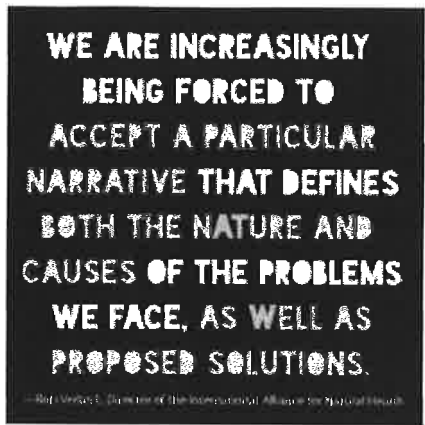
REGENERATIVE AGRICULTURE

Planet in Crisis: Regenerative Solutions

OCA's close ally, Rob Verkerk, Director of the International Alliance for Natural Health, warns us that we must move beyond current orthodoxies and oversimplifications, such as the typical narrative on global warming, and join together to scale up holistic, regenerative solutions that can actually solve our planetary and existential crises. As Verkerk writes:

"The multi-dimensional nature of existential threats, from the current covid-19 pandemic, climate change and food shortages, to migrations and now a war in Ukraine, has created a perfect storm for authoritarianism, tyranny and the disbanding of individual liberty and freedom of expression.

We are increasingly being forced to accept a particular narrative that defines both the nature and causes of the problems we face, as well as proposed solutions. Shades of grey are replaced by black and white. The narrative is delivered by slick, global public relations and media systems. Any dissent is quickly 'fact-checked' against the narrative (which may omit readily available facts) and the inevitable consequence is a polarization of views. Viewpoints, and messengers of those views, that are not 100% in accord with the narrative are marginalized, stigmatized or scapegoated. This polarization generates a pro-narrative, 'in-group', and a dissenting 'out-group'. As Orwellian as it may be, being part of the outgroup means you are denied increasing rights and privileges. You will sooner or later become a victim of cancel culture. This very process incites social instability, which gives the power brokers ever more justification to impose centralized, systems of control on the populace."



Learn more: ANH Feature: Planet in Crisis - Looking Beyond Climate Change

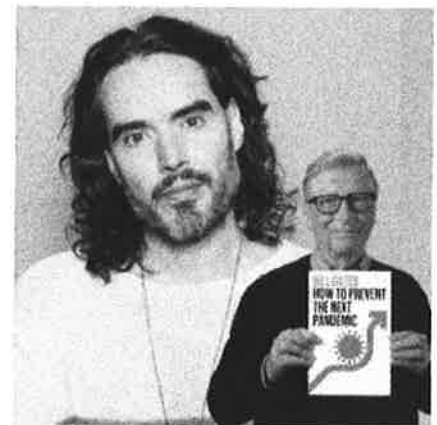
GATES WATCH

Bill Gates on the Next Pandemic: Is He Serious?

Russell Brand deconstructs Bill Gates' latest pronouncements on how to stop the next pandemic. As Brand puts it:

"Bill Gates has called for a global surveillance team to spot future pandemic threats – and potentially enact lockdowns - and by coincidence, he'd be in charge."

Watch this hard-hitting, well-documented, but humorous, as always, commentary by Brand, who now has gained over five million subscribers on YouTube



Read what investigative reporter James Corbett has to say about Bill Gates' latest book: James Corbett: I Read Bill Gates' New Book So You Wouldn't Have To

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When Both Liberals and Conservatives Lose Their Minds

As we've pointed out recently, both Democratic and Republican politicians in Washington, and even at the state and local levels, seem to have lost their minds. They don't seem to care about ordinary people, the working class, rural communities, the abysmal state of our food and farming systems, national and global poverty, the

Half of America to go dark this summer due to Biden's "Build Blackouts Better"

Sunday, May 22, 2022 by: Ethan Huff

Tags: Biden, Blackouts, Build Blackouts Better, chaos, Collapse, Drought, electricity, grid collapse, infrastructure, power grid, summer

This article may contain statements that reflect the opinion of the author



(Natural News) A perfect storm of megadroughts, heatwaves and reduced power generation thanks to "green" energy initiatives is shaping up to leave half of America completely in the dark this summer.

Rolling blackouts from the Great Lakes to the West Coast are expected to be a common occurrence this year, according to *Bloomberg*, citing a new report from the North American Electric Reliability Corporation (NERC), a regulatory body that manages the stability of the electrical grid.

NERC is warning that the West Coast especially will be extremely strained during the warmest months of the year. Historic drought conditions reduce hydroelectric power generation due to decreasing reservoir levels. This is already occurring at the Hoover Dam, which is just days away from dropping below 1,050 feet (if it has not already).

Once the largest hydroelectric dam in the world, the Hoover Dam is now at its lowest level on record. And this is just one of many such dams throughout the West that is in dire shape leading up to what is expected to be an extremely hot summer.

"Compound the hellacious weather backdrop with grids decommissioning fossil fuel power plants to fight climate change and their inability to bring on new green power generation, such as solar, wind, and batteries, in time, is a perfect storm waiting to happen that will produce electricity deficits that may force power companies into rolling blackouts for stability purposes," reports *Zero Hedge*.

Of course they're also blaming Russia, saying "cyberattacks" will take down the grid

Since last summer, power generation capacity across the western United States has declined by about 2.3 percent, even as demand is expected to increase. The Midwest is also in pretty bad shape, with the grid expected to be extremely tight throughout the summer months.



Some grids may have to source power from neighboring grids if they run into shortages, which could trigger blackouts. The NERC expects this, having warned last year that at least 40 percent of the country is now at risk of losing power at a moment's notice, depending upon demand.

This year, expectations are even worse with at least half of the country expected to run into energy problems once the really bad heat arrives. Not only have conditions worsened since the last estimation, but more "green" energy has been installed to replace stable energy since that time as well.

The Electric Reliability Council of Texas (ERCOT) has issued multiple warnings as of late about how summer heatwaves could push that system over the edge. Texas is known to be hot and should be prepared, but after the freeze fiasco last year, there is no telling what will happen to the Lone Star State this year.

California is also in dire straits with a drought that is shrinking reservoir levels combined with the decommissioning of fossil fuel plants.

"We know that reliability is going to be difficult in this time of transition," said Alice Reynolds, president of the California Public Utilities Commission, during a recent press conference.

Keep in mind that this is all expected to hit a time when gas and other energy prices are skyrocketing, inflation is through the roof, and food shortages are expected to increase. Hell on earth is about to be unleashed, it seems.

"America is slipping into the abyss as households get a taste of what it's like to live in Venezuela," warns *Zero Hedge*.

"It's not that far off from what people are experiencing today: soaring inflation, shortages, a ruling regime which so many claim was not elected by the majority and soon, rolling blackouts."

To keep up with the latest energy news as it develops, be sure to check out [EnergySupply.news](https://www.energysupply.news).

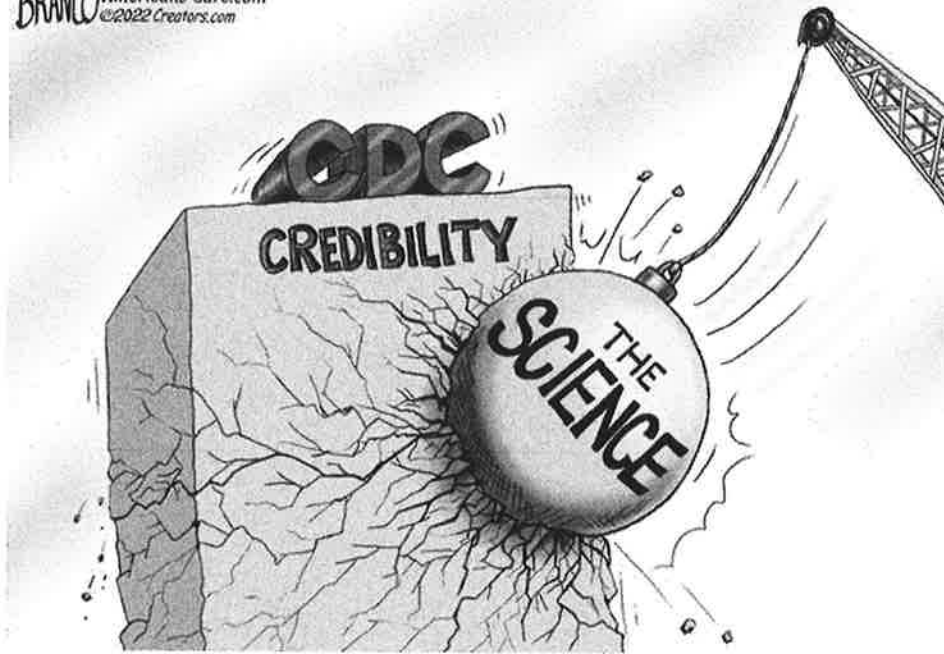
Sources for this article include:

[NaturalNews.com](https://www.naturalnews.com)

[ZeroHedge.com](https://www.zerohedge.com)

[StrangeSounds.org](https://www.strangesounds.org)

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CDC admits to deliberately withholding incriminating covid jab data from the public to minimize "vaccine hesitancy"

By Ethan Huff | [Read the full story](#)



Former top campaign aide to Hillary Clinton admits she approved leak of hoax 'Trump-Russia' claim to media

By JD Heyes | [Read the full story](#)

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DC public school asks four-year-olds to out "racist" family members

By Ethan Huff | [Read the full story](#)



Dr. Byram Bridle challenged Canadian health officials to a debate about covid vaccines; "they didn't show up"

By Ethan Huff | [Read the full story](#)

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Glenn Greenwald dismantles the political, media establishment revolving door in brutal Twitter thread

By JD Heyes | [Read the full story](#)

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If any of Donald Trump's children behaved like Joe Biden's depraved son, Hunter Biden, did, the so-called "mainstream media" would have a field day with them. As it turns out ...

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Tim Draper, a venture capitalist and longtime investor in Elon Musk's companies, believes the billionaire could close the Twitter deal at a lower price. "I think he's going to get ...

High-tech warfare: Turkey to deploy military drones with machine guns

Asisguard, a technology firm in Ankara, Turkey that specializes in military technology, has developed a drone called Songar equipped with machine gun that can hit targets with high precision and ...

Tesla building 100-megawatt battery facility to help Texas' power grid

Tesla is building a giant, 100-megawatt (MW) energy storage facility in Texas. The facility is being built in Angleton, Texas, outside of Houston and will plug into the state's power grid. ...



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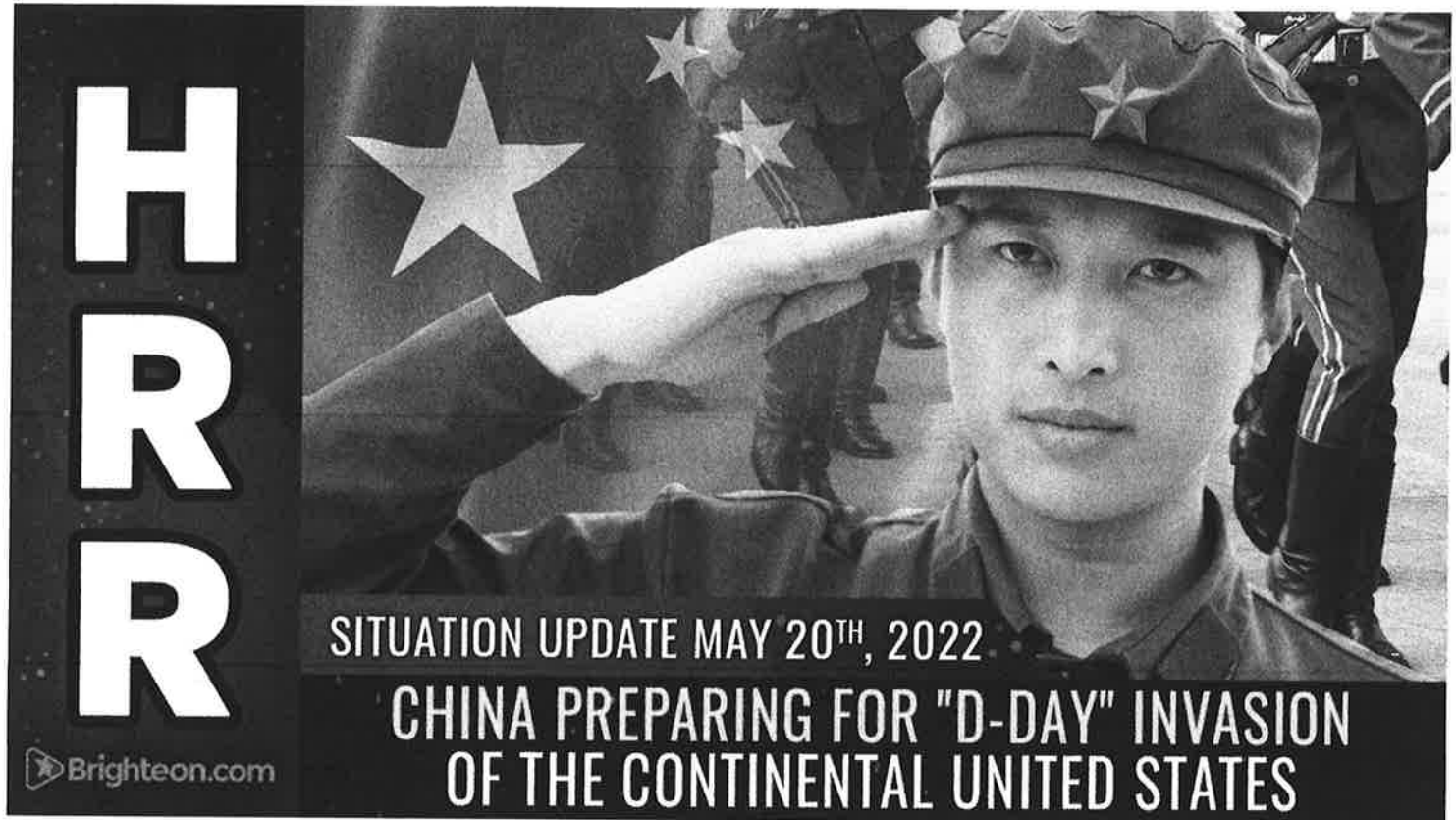
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SOURCES: China preparing for "D-Day" INVASION of the continental United States, with forces to land on the beaches of California, as Biden and Newsom serve as China's accomplices

Friday, May 20, 2022 by: Mike Adams

Tags: America, China, D-Day, final war, invasion, leaked audio, national defense, national security, Taiwan, USA

This article may contain statements that reflect the opinion of the author



(Natural News) Leaked audio that appears to have originated from a meeting of China's top war generals reveals elaborate plans for a land invasion in the near future, waged by the People's Liberation Army (PLA) and augmented with cyber warfare, orbital space weapons and the activation of CCP civilians currently embedded in corporations and governments around the world.

This is the bombshell that has emerged from the leaked audio out of China, for which a full English translation and transcript has now been published by whistleblower Jennifer Zeng at this link. (The English translation is somewhat rough but still very useful.)

Yesterday I interviewed John Moore (TheLibertyMan.com) who offered extensive details on this plan. His source, in turn, is JR Nyquist, with whom I spoke yesterday in a private phone conversation. (I am interviewing Nyquist today during the fourth hour of the Alex Jones Show, where I'm a fill-in host. See that at InfoWars.com)

I'm also scheduled to interview Nyquist in much more detail Monday, with that interview to be posted Tuesday next week at my channel on Brighteon.com, which will also post the recent interview with John Moore:

HR Report channel link on Brighteon.com

Some of the highlights of all this, which I cover extensively in today's Situation Update podcast (see below), including the following conclusions and/or claims. Note that no one can yet *prove* this is the active plan of China at this moment, but it appears that such plans are being actively pursued:

- China's shutdowns of Shanghai and Beijing were actually a cover story to allow the military to use sea port infrastructure to load cargo ships with military supplies in preparation for a large-scale "D-Day" land invasion.
- Although the United States is not specifically mentioned in the leaked audio, the preparations refer to a "Final War" and are deemed far too extensive to merely be targeting Taiwan.
- The invasion forces would cross the Pacific disguised as merchant ships / cargo ships. Once they arrive within short-range rocket range, containers on the top of these ocean vessels would open up and launch short-range rockets, including tactical battlefield nuclear weapons, striking National Guard and military bases in California. Chinese troops would then land on the beaches. They would seize the ports (such as Long Beach), then use the ports to land heavier ships which would offload armor, artillery, and other heavy weapon of war. From there, China would have established a beachhead similar to the way allied forces stormed the beaches of Normandy in World War II.
- Both China and Russia have pre-staged large caches of weapons, uniforms, RPGs, automatic weapons, night vision equipment and other military gear across the United States, county by county. These equipment caches will be activated when the CCP and Russian civilians are told to "go hot" and begin carrying out domestic sabotage operations targeting the US power grid, fuel refineries, railways and other infrastructure targets. From the transcript of the leaked audio, "We should take the way of using civilians to cover and support the military... We will mobilize overseas Chinese and overseas Chinese organizations to actively participate in supporting our military operations."
- China is deliberately stockpiling massive quantities of food supplies (grains), microchips, ammunition, commodities and other items in preparation for being economically cut off by the West, just as the USA and NATO did to Russia. This further implies that China is preparing to attack the West and is anticipating the West's response by watching what the USA and NATO have done to Russia.
- China is actively converting its economy from a normal peacetime operation to a wartime operation, and China's military leaders cite their "success" with covid lockdowns as proof that their command-and-control dominance over domestic operations will keep them in power.
- China is expecting massive riots and civil unrest in the large cities around Hong Kong (Guangzhou and Shenzhen), and they are committed to using special forces from the PLA to immediately execute protesters and instantly quell any uprisings.
- China and Russia have teamed up in this effort to destroy their common enemy (the USA). Russia's operations in Ukraine are essentially a "fixing operation" to cause the USA to commit its military hardware and troops to the Ukrainian theater of war, thereby creating vulnerabilities and lack of military readiness in the continental United States (CONUS), just as China is preparing to invade the USA in a D-Day-style landing of troops and military equipment.
- From other sources, we also know that China is taking active steps in global currency wars to dump the dollar, dump all dollar / Treasury debt, and prepare for a global dollar collapse.
- This invasion plan has all been aided by Gov. Newsom and the Democrats of California outlawing AR-15s and normal capacity magazines, causing the people of California to be ill-equipped to defend themselves against invading enemy forces.
- California Gov. Newsom is complicit in the entire operation and has been paid off with \$500 million in laundered money that the state of California first transferred to China as part of a \$1 billion "PPE purchase" scheme which resulted in \$500 million going back to Newsom and his treasonous co-conspirators. Newsom literally used taxpayer funds and China money laundering to pay himself half a billion dollars in kickbacks, believed to be denominated in gold, cash and crypto.
- China's goal is to exterminate every last American in North America, then conquer the fertile farmlands of the Midwest, which are desperately needed by China to produce the crops that will feed its people and support China's global expansion toward world dominance. The longstanding military posture of China includes a plan to exterminate every last American, including all the illegals who currently reside in the USA.
- China can raise up to 100 million military troops over time, flooding CONUS with a seemingly endless stream of combat troops.

Readying large numbers of ocean transport vessels for the invasion

From the leaked audio transcript, you can see China's preparedness activities involving ocean vessels and how they're being readied for war:



Commanders! Regarding the formation of the fleet and the distribution of personnel and equipment, we are prepared to arrange it in this way.

First, equip the ships with strong cadres. According to the different support items and specific uses, they are formed into 3 brigades, 45 squadrons, and 135 detachments. We have prepared 231 cadres to accompany the ships, 3 of them are in regimental positions, 45 battalion positions, and 183 other military cadres.

Second, optimize the ship's militia. Equip them with the main crew, veterans, and equipment in a mixed-mode. The transportation ships are mainly manned with defense forces, medical personnel, and correspondents. Ten thousand-ton ships are equipped with a platoon, thousand-ton ships with a squad, and hundred-ton ships with a squad. Each group of the militia is mainly composed of defense forces and main equipment operators.

Third, load the ships with high-tech equipment. Follow the latest task needs of the maritime militia, and equip the militia with a variety of unmanned equipment, radar, sonar, and other high-tech equipment. Altogether there are more than 2,000 sets.

End of report!

The transcript also makes reference to elements of drone warfare, cyber warfare and space weapons, specifically mentioning Huawei as a large company whose resources are needed to support China's war efforts:

As to the 2,000+ pieces of high-tech equipment, 480 drones and 70 unmanned boats are currently secured in place. We need to seize the moment to transfer.

Superiors asked us to mobilize 21 network attack and control detachments, we've mobilized 15, with a current shortage of 6 detachments and 60 people. We also lack 32 attack and control system industry network expert talents. Our advice is to mobilize Qianxin, Huawei, Tencent, and other key high-tech enterprises, and enhance the corresponding distribution to meet the needs of the troops.

In Shenzhen, we can find all satellite supporting enterprises. Can we take the initiative to take advantage of this area to contribute to the participation in the war to support the front?

Commander, at present we rely on Zhuhai Orbita, Shenzhen Aerospace Dongfanghong Satellite Co., Foshan Deliya and Ji Hua Laboratory, and have formed four satellite detachments. We have in total 16 low-orbit satellites, with 0.5 to 10 meters global remote ultra-high optical resolution sensing and imaging capabilities.

In addition, China's war leader make strong reference to the **psychological operations** that will be waged by their government to control the population as they wage war against the West:

First, we need to strengthen the protection in political field. Look at the recent several regional wars, especially the Russian-Ukrainian conflict war situation. If you look at the big picture, the United States and the West will try everything to slander us, smear us, in an attempt to confuse right and wrong, to shake our will to win a just and decisive battle. We must give full play to public opinion, legal struggle, psychological war and militia teams to strengthen the guidance of public opinion and psychological protection, and cohesion of patriotic support for the positive energy of the military front.

Estimated timetable is early November of this year

Although the leaked audio does not specifically refer to a calendar date, JR Nyquist told me he believes the planning details point to a rapid timetable, perhaps early November of this year. That would of course help the Democrats avoid any mid-term elections where they would be removed from power due to the overwhelming American frustration with Joe Biden's catastrophic fake presidency and

the total destruction against America that has been unleashed by Democrats who rigged elections in order to steal positions of public office.

An invasion by China would suspend the mid-term elections and place America into a near-instant military dictatorship, commanded by none other than Joe Biden, the Impersonator-In-Chief who can barely command his own lips, much less the entire U.S. military.

Get the full analysis in my Situation Update podcast, running about 90 minutes:

[Brighteon.com/9fe9eae5-22a2-4f72-a376-eca4bede6c06](https://www.brighteon.com/9fe9eae5-22a2-4f72-a376-eca4bede6c06)

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May 23, 2022

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CHILDREN'S HEALTH DEFENSE NEWS & VIEWS

TOP NEWS OF THE DAY



Family of 26-Year-Old Who Died 13 Days After AstraZeneca Shot Weighs Legal Action



As Monkeypox Cases Spread, Report Shows Gates Foundation, WHO, Pharma Execs Took Part in Monkeypox Pandemic 'Simulation'



10,000 Reports of Death, Serious Injury After COVID Vaccines Deleted From VAERS



'Our Bodies Don't Know How to Process This Stuff,' Attorney Rob Bilott Tells RFK, Jr.



Abbott Issued \$5 Billion in Stock Buybacks While Tainted Formula Sickened Babies

Pesticides, Pharmaceuticals Used in



Industrial Fish Farms Threaten Swimmers, Marine Life



FDA Panel Sets June 15 Meeting on Pfizer, Moderna COVID Vaccines for Infants and Toddlers + More



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Distributed via the CDC Health Alert Network
May 20, 2022, 11:30 AM ET
CDCHAN-0466

Monkeypox Virus Infection in the United States and Other Non-endemic Countries—2022

Summary

The Massachusetts Department of Public Health and the Centers for Disease Control and Prevention (CDC) are investigating a confirmed case of monkeypox in the United States. On May 17, 2022, skin lesions that had several features suspicious for monkeypox—firm, well circumscribed, deep-seated, and umbilicated lesions—on a Massachusetts resident prompted specialized Laboratory Response Network (LRN) testing of swab specimens collected from the resident; preliminary testing confirmed the presence of DNA consistent with an orthopoxvirus using Orthopoxvirus generic and non-variola Orthopoxvirus real-time polymerase chain reaction (PCR) assays. This group of viruses includes monkeypox virus (the causative agent of monkeypox). Testing at CDC on May 18 confirmed the patient was infected with a West African strain of monkeypox virus. The patient is currently isolated and does not pose a risk to the public.

Cases of monkeypox have previously been identified in travelers from, or residents of, West African or Central African countries where monkeypox is considered to be endemic. CDC is issuing this Health Alert Network (HAN) Health Advisory to ask clinicians in the United States to be vigilant to the characteristic rash associated with monkeypox. Suspicion for monkeypox should be heightened if the rash occurs in people who 1) traveled to countries with recently confirmed cases of monkeypox, 2) report having had contact with a person or people who have a similar appearing rash or received a diagnosis of confirmed or suspected monkeypox, or 3) is a man who regularly has close or intimate in-person contact with other men, including those met through an online website, digital application (“app”), or at a bar or party. Lesions may be disseminated or located on the genital or perianal area alone. Some patients may present with proctitis, and their illness could be clinically confused with a sexually transmitted infection (STI) like syphilis or herpes, or with varicella zoster virus infection.

Background

Since May 14, 2022, clusters of monkeypox cases, have been reported in several countries that don't normally have monkeypox. Although previous cases outside of Africa have been associated with travel from Nigeria, most of the recent cases do not have direct travel-associated exposure risks. The United Kingdom Health Security Agency (UKHSA) was the first to announce on May 7, 2022, identification of a recent U.K. case that occurred in a traveler returning from Nigeria. On May 14, 2022, UKHSA announced an unrelated cluster of monkeypox cases in two people living in the same household who have no history of recent travel. On May 16, 2022, UKHSA announced a third temporally clustered group of cases involving four people who self-identify as gay, bisexual, or men who have sex with men (MSM), none of whom have links to the three previously diagnosed patients. Some evidence suggests that cases among MSM may be epidemiologically linked; the patients in this cluster were identified at sexual health clinics. This is an evolving investigation and public health authorities hope to learn more about routes of exposure in the coming days.

Monkeypox is a zoonotic infection endemic to several Central and West African countries. The wild animal reservoir is unknown. Before May 2022, cases outside of Africa were reported either among people with recent travel to Nigeria or contact with a person with a confirmed monkeypox virus infection. However, in May 2022, nine patients were confirmed with monkeypox in England; six were among persons without a history of travel to Africa and the source of these infections is unknown.

Monkeypox disease symptoms always involve the characteristic rash, regardless of whether there is disseminated rash. Historically, the rash has been preceded by a prodrome including fever, lymphadenopathy, and often other non-specific symptoms such as malaise, headache, and muscle aches. In the most recent reported cases, prodromal symptoms may not have always occurred; some recent cases have begun with characteristic, monkeypox-like lesions in the genital and perianal region, in the absence of subjective fever and other prodromal symptoms. For this reason, cases may be confused with more commonly seen infections (e.g., syphilis, chancroid, herpes, and varicella zoster). The average incubation period for symptom onset is 5–13 days.

The typical monkeypox lesions involve the following: deep-seated and well-circumscribed lesions, often with central umbilication; and lesion progression through specific sequential stages—macules, papules, vesicles, pustules, and scabs. Synchronized progression occurs on specific anatomic sites with lesions in each stage of development for at least 1–2 days. The scabs eventually fall off¹. Lesions can occur on the palms and soles, and when generalized, the rash is very similar to that of smallpox including a centrifugal distribution. Monkeypox can occur concurrently with other rash illnesses, including varicella-zoster virus and herpes simplex virus infections. Case fatality for monkeypox is reported to range between 1 and 11%. Confirmatory laboratory diagnostic testing for monkeypox is performed using real-time polymerase chain reaction assay on lesion-derived specimens.

A person is considered infectious from the onset of symptoms and is presumed to remain infectious until lesions have crusted, those crusts have separated, and a fresh layer of healthy skin has formed underneath. Human-to-human transmission occurs through large respiratory droplets and by direct contact with body fluids or lesion material. Respiratory droplets generally cannot travel more than a few feet, so prolonged face-to-face contact is required. Indirect contact with lesion material through fomites has also been documented. Animal-to-human transmission may occur through a bite or scratch, preparation of wild game, and direct or indirect contact with body fluids or lesion material.

There is no specific treatment for monkeypox virus infection, although antivirals developed for use in patients with smallpox may prove beneficial². Persons with direct contact (e.g., exposure to the skin, crusts, bodily fluids, or other materials) or indirect contact (e.g., presence within a six-foot radius in the absence of an N95 or filtering respirator for ≥3 hours) with a patient with monkeypox should be monitored by health departments; depending on their level of risk, some persons may be candidates for post-exposure prophylaxis with smallpox vaccine under an Investigational New Drug protocol after consultation with public health authorities.

Recommendations for Clinicians

- If clinicians identify patients with a rash that could be consistent with monkeypox, especially those with a recent travel history to a country where monkeypox has been reported, monkeypox should be considered as a possible diagnosis. The rash associated with monkeypox involves vesicles or pustules that are deep-seated, firm or hard, and well-circumscribed; the lesions may umbilicate or become confluent and progress over time to scabs. Presenting symptoms typically include fever, chills, the distinctive rash, or new lymphadenopathy; however, onset of perianal or genital lesions in the absence of subjective fever has been reported. The rash associated with monkeypox can be confused with other diseases that are more commonly encountered in clinical practice (e.g., secondary syphilis, herpes, chancroid, and varicella zoster). However, a high index of suspicion for monkeypox is warranted when evaluating people with the characteristic rash, particularly for the following groups: men who report sexual contact with other men and who present with lesions in the genital/perianal area, people reporting a significant travel history in the month before illness onset or people reporting contact with people who have a similar rash or have received a diagnosis of suspected or confirmed monkeypox.
- Information on infection prevention and control in healthcare settings is provided on the CDC website: [Infection Control: Hospital | Monkeypox | Poxvirus | CDC](#). CDC is currently reviewing this information to consider the need for updates.

- Clinicians should consult their state health department ([State Contacts](#)) if they suspect monkeypox; if the health department cannot be reached, CDC can be contacted through the CDC Emergency Operations Center (770-488-7100) as soon as monkeypox is suspected.
 - All specimens should be sent through the state and territorial public health department, unless authorized to send them directly to CDC.

Recommendations for Health Departments

- If monkeypox is suspected, CDC should be consulted through the CDC Emergency Operations Center (770-488-7100).
 - Appropriately collected samples can be sent to CDC or an appropriate [Laboratory Response Network](#) laboratory for testing by PCR.
- Laboratory Response Network laboratories can provide orthopoxvirus testing on lesion specimens that clinicians obtain from suspected patients; confirmatory monkeypox virus-specific testing at CDC requires a dry lesion swab specimen. [Collect](#) multiple specimens for preliminary and confirmatory testing as follows: 1) Vigorously swab or brush lesion with two separate sterile dry polyester or Dacron swabs; 2) Break off end of applicator of each swab into a 1.5- or 2-mL screw-capped tube with O-ring or place each entire swab in a separate sterile container. Do not add or store in viral or universal transport media.
- After diagnosis of monkeypox, begin contact tracing of individuals who may have been exposed to the patient while the patient was symptomatic. Contacts should be monitored for 21 days after their last date of contact with the patient.
- Share this HAN Health Advisory with relevant healthcare provider networks, including STI clinics that may not always receive CDC HAN messages.

Recommendations for the Public

- Based on limited information available at this time, risk to the public appears low. Some people who may have symptoms of monkeypox, such as characteristic rashes or lesions, should contact their healthcare provider for a risk assessment. This includes anyone who 1) traveled to countries where monkeypox cases have been reported 2) reports contact with a person who has a similar rash or received a diagnosis of confirmed or suspected monkeypox, or 3) is a man who has had close or intimate in-person contact with other men in the past month, including through an online website, digital application ("app"), or at a bar or party.

For More Information

- Contact your state or local health department if you have any questions or suspect a patient may have monkeypox.
- CDC Poxvirus and Rabies Branch: poxvirus@cdc.gov or for issues that cannot be resolved through emails, CDC's 24/7 Emergency Operations Center (EOC): 770-488-7100 or [CDC-INFO](#) (1-800-232-4636)

References

¹ [Clinical Recognition of Monkeypox](#)

² [Antivirals](#)

The Centers for Disease Control and Prevention (CDC) protects people's health and safety by preventing and controlling diseases and injuries; enhances health decisions by providing credible information on critical health issues; and promotes healthy living through strong partnerships with local, national, and international organizations.

Categories of Health Alert Network messages:

Health Alert	Requires immediate action or attention; highest level of importance
Health Advisory	May not require immediate action; provides important information for a specific incident or situation
Health Update	Unlikely to require immediate action; provides updated information regarding an incident or situation
HAN Info Service	Does not require immediate action; provides general public health information

##This message was distributed to state and local health officers, state and local epidemiologists, state and local laboratory directors, public information officers, HAN coordinators, and clinician organizations##



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As Monkeypox Cases Spread, Report Shows Gates Foundation, WHO, Pharma Execs Took Part in Monkeypox Pandemic 'Simulation'

The World Health Organization on Friday held an emergency meeting to discuss the outbreak of monkeypox after more than 100 cases were reported across 12 countries, as a report surfaced showing the Gates Foundation, WHO and Pharma execs in March 2021 conducted a monkeypox pandemic "simulation."

By Michael Nevradakis, Ph.D.

Miss a day, miss a lot. Subscribe to The Defender's Top News of the Day. **It's free.**

The World Health Organization (WHO) on Friday held an emergency meeting to discuss the outbreak of monkeypox after more than 100 cases were reported across 12 countries.

Days before the WHO convened, the Biden administration placed a \$119 million order for monkeypox vaccines after the Centers for Disease Control and Prevention (CDC) confirmed six people in the U.S. were being monitored for the viral infection, and one person had tested positive.

Belgium on Sunday became the first country to introduce a compulsory 21-day quarantine for monkeypox patients after reporting four cases of the disease in the last week, Politico reported.

The 100 newly reported cases, or suspected cases, garnered attention because many of them do not appear to be linked to travel to Africa, where in some regions, monkeypox is endemic.

Cases were reported in Australia, Austria, Belgium, Canada, Denmark, France, Germany, Greece, Israel, Italy, the Netherlands, Portugal, Spain, Sweden, Switzerland and the U.K. No deaths are reported as of yet.

The number of identified cases in Europe is a record, described by Germany's armed forces medical services as "the largest and most widespread outbreak ... ever seen in Europe," while its spread in the U.K. was described as "unprecedented."

U.K. public health officials warned more monkeypox cases are being detected "on a daily basis" and that there "could be really significant numbers over the next two or three weeks," though they did not specify what "numbers" would be considered "really significant."

The manner in which monkeypox may have spread — through sexual health services and sexual contact between men — also may have helped to heap attention on this new outbreak.

Many of the recent cases were traced to two "superspreader" events that involved situations in which men came into close physical contact, including 30 monkeypox cases in Spain traced to a single adult sauna in Madrid.

Monkeypox cases reported in Belgium appear to be connected to a recent gay "fetish festival."

For some, these developments may bring to mind the early onset of HIV, which at the time was connected to sexual contact among males, and to remarks by Dr. Anthony Fauci that he visited gay saunas and bars during the early years of the HIV outbreak to understand how the virus was spreading.

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WHO Europe regional director Hans Kluge last week expressed concerns about transmission at “mass gatherings, festivals, and parties.”

However, other public health professionals said there is a low risk to the public and a low likelihood that the epidemic will last long.

Meanwhile, questions are popping up about the similarity between a March 2021 tabletop “simulation” of a monkeypox outbreak and a similar simulation in 2019 — Event 201 — which correctly “predicted” the COVID-19 pandemic

Monkeypox — what is it?

Monkeypox was first discovered in 1958 in monkeys, although they are not the source of the virus. It was first identified in humans in 1970.

The virus is particularly prevalent in Central and West Africa and is considered a rare zoonotic disease, which means that it is caused by germs that spread between animals and people.

Monkeypox typically is spread by wild animals, such as in instances when a human is bitten or comes into contact with animal blood or bodily fluids. However, human-to-human transmission, while rare, is possible.

The virus is known to enter the human body through broken skin, the respiratory tract, or the eyes, nose or mouth, for instance through large respiratory droplets or through contact — including sexual contact — with bodily fluids or lesions, or indirectly through contaminated clothing or linens.

However, “common household disinfectants can kill it.”

A prior outbreak — the first to occur outside of the African continent — occurred in the U.S. in 2003, linked to animals shipped to Texas from Ghana.

And in July 2021, monkeypox was confirmed in a Texas individual who had returned to Dallas from Nigeria, according to the CDC.

Symptoms of monkeypox infection tend to be mild, and include fever, rash and swollen lymph nodes, and occasionally intense headache, back pain, muscle aches, lack of energy and skin eruptions which can cause painful lesions, scabs or crusts.

There are two strains of monkeypox: the West African and Central African strains. The latter is known as the deadlier of the two, but the cases identified in the recent outbreak all appear to have been caused by the milder West African strain.

Did March 2021 ‘pandemic exercise’ predict monkeypox outbreak?

In October 2019, just weeks before the outbreak of COVID-19, the Johns Hopkins Center for Health Security, along with the World Economic Forum (WEF) and the Bill & Melinda Gates Foundation, organized “Event 201,” a “high-level pandemic exercise” that mirrored what later followed with COVID-19 pandemic.

In March 2021, the Nuclear Threat Initiative (NTI), in conjunction with the Munich Security Conference, held a “tabletop exercise on reducing high-consequence biological threats.”

This “fictional exercise scenario” involved the simulation of “a deadly, global pandemic involving an unusual strain of monkeypox virus that first emerged in the fictional nation of Brinia and spread globally over 18 months.”

According to NTI, this exercise, which was “[d]eveloped in consultation with technical and policy experts,” brought together “19 senior leaders and experts from across Africa, the Americas, Asia, and Europe with decades of combined experience in public health, biotechnology industry, international security, and philanthropy.”

The exercise culminated in a report, published November 2021, titled “Strengthening Global Systems to Prevent and Respond to High-Consequence Biological Threats: Results from the 2021 Tabletop Exercise Conducted in Partnership with the Munich Security Conference.”

This report contains key findings from the exercise, as well as “actionable recommendations for the international community.”

The outcome of this “exercise scenario” found the fictional pandemic, “caused by a terrorist attack using a pathogen engineered in a laboratory with inadequate biosafety and biosecurity provisions and weak oversight,” led to “more than three billion cases and 270 million fatalities worldwide.”

The fictional start date of the monkeypox pandemic in this exercise was May 15, 2022. The first European case of monkeypox was identified on May 7, 2022.

Key findings from the report included:

- The “need” for “a more robust, transparent detection, evaluation, and early warning system that can rapidly communicate actionable information about pandemic risks.”
- “Gaps in national-level preparedness,” which will require national governments to “improve preparedness by developing national-level pandemic response plans built upon a coherent system of ‘triggers’ that prompt anticipatory action, despite uncertainty and

near-term costs," described as a "no-regrets" policymaking basis.

- "Gaps in biological research governance" in order to "meet today's security requirements" and be "ready for significantly expanded challenges in the future."
- "Insufficient financing of international preparedness for pandemics," and a lack of financing for countries to "make the essential national investments in pandemic preparedness."

Key recommendations included:

- Bolstering international systems "for pandemic risk assessment, warning, and investigating outbreak origins," calling upon the WHO to "establish a graded, transparent, international public health alert system" and the United Nations system to "establish a new mechanism for investigating high-consequence biological events of unknown origin."
- The development and implementation of "national-level triggers for early, proactive pandemic response," including the adaptation of the "no-regrets" approach to responding to pandemics via "anticipatory action" based on "triggers" that would automatically generate a response to "high-consequence biological events."
- The establishment of "an international entity dedicated to reducing emerging biological risks associated with rapid technology advances," that would "support interventions throughout the bioscience and biotechnology research and development life cycle — from funding, through execution, and on to publication or commercialization."
- The development of "a catalytic global health security fund to accelerate pandemic preparedness capacity building in countries around the world," which would include "[n]ational leaders, development banks, philanthropic donors, and the private sector" with the aim of establishing and funding "a new financing mechanism to bolster global health security and pandemic preparedness" and that would incentivize "national governments to invest in their own preparedness over the long term."
- The establishment of "a robust international process to tackle the challenge of supply chain resilience," based on a "high-level panel" that would be convened by the UN secretary-general "to develop recommendations for critical measures to bolster global supply chain resilience for medical and public health supplies."

The above recommendations were borne out in practice during the simulated monkeypox pandemic scenario.

As stated in the report:

"In national pandemic response plans, specific readiness measures would be 'triggered' based on factors related to the potential severity of the outbreak, expected delays in situational awareness, and the time it would take to implement response measures and see results."

What would be "triggered" bears a remarkable similarity to the COVID-19-related measures of the past two-plus years.

The report states:

"Although triggered actions would vary depending upon the particular needs of the country, in most cases the goals are the same: slow the spread of disease to buy time and flatten the epidemiological curve, while using that time to scale up public health and medical systems to keep up with growing caseloads and save lives.

"NPIs [non-pharmaceutical interventions] such as mask mandates and ceasing mass gatherings were deemed to be critical for blocking chains of disease transmission.

"Participants generally did not endorse travel restrictions such as border closures, but travel health screening measures [i.e., vaccine passports] were viewed as valuable."

According to the results of the simulated scenario, the fictional countries that "prioritized keeping their economies open, undertaking little-to-no NPIs, and downplaying the virus and its potential impacts ... have experienced much worse outcomes in terms of illness and mortality" than those fictional countries that "promptly adopted aggressive measures to slow virus transmission," such as "shutting down mass gatherings, imposing social-distancing measures, and implementing mask mandates," in addition to establishing "large-scale testing and contact-tracing operations."

Gates Foundation, pharma execs, WHO participated in monkeypox pandemic simulation

Who took part in the NTI's monkeypox pandemic simulation?

Key participants included:

- Dr. Ruxandra Draghia-Akli, global head of Johnson & Johnson Global Public Health R&D and Janssen Research & Development.
- Dr. Chris Elias, president of the global development division of the Bill & Melinda Gates Foundation.
- Dr. George Gao, director-general of the Chinese Center for Disease Control and Prevention (the Chinese CDC).
- Dr. Margaret (Peggy) A. Hamburg, interim vice president for global biological policy and programs at NTI, a member of the global health scientific advisory committee for the Gates Foundation and a member of the board of GAVI-The Vaccine Alliance.

- Sam Nunn, a former U.S. senator who is the founder and co-chair of NTI.
- Dr. Michael Ryan, executive director of the WHO Health Emergencies Program and a highly visible figure during COVID-19 times.
- Dr. Petra Wicklandt, head of corporate affairs for Merck.

Several of the participants listed above also "participated" in Event 201.

The authors of the report also stand out for their background.

For example, Dr. Jaime M. Yassif, vice president of NTI global biological policy and programs, holds a Ph.D. in biophysics from the University of California-Berkeley and a master's degree in science and security from the King's College, London, war studies department.

Yassif previously led the initiative on biosecurity and pandemic preparedness at the Open Philanthropy Project, including the management of nearly \$40 million in biosecurity grants, the "initiation of new biosecurity work in China and India," and "establishment of the Global Health Security Index."

She also previously advised the U.S. Department of Defense on science and technology policy and worked on the Global Health Security Agenda at the U.S. Department of Health and Human Services.

Co-author Chris Isaac, program officer for NTI's Global Biological Policy and Programs team, "has been involved with synthetic biology through the Internationally Genetically Engineered Machines Competition since the start of his scientific career" and "is an alumnus of the Emerging Leaders in Biosecurity Fellowship at the Johns Hopkins Center for Health Security."

The report is the product of a partnership between NTI, co-founded by Nunn and Ted Turner, and the Munich Security Conference.

Both NTI (\$3.5 million, for "vaccine development") and the Munich Security conference (\$1.2 million) received funding from the Gates Foundation.

The report itself was funded by the Open Philanthropy project, one of whose main funders is Dustin Moscovitz, co-founder of Facebook along with Mark Zuckerberg.

Open Philanthropy, over the past decade, has provided donations and grants to the following entities and for the following purposes:

- \$166.9 million for "global health."
- \$90.2 million for "biosecurity and pandemic preparedness."
- \$18 million for "global catastrophic risks."
- \$40.2 to Johns Hopkins Center for Health Security.
- \$17.9 to NTI.
- \$2.2 to The Guardian.
- \$1.6 to Rockefeller University.

Johns Hopkins Center for Health Security at center of multiple tabletop exercises

NTI and the Munich Security Conference are not new to "tabletop exercises" — their report highlights previous simulations, including a 2019 report titled "A Spreading Plague," and a 2020 report titled "Preventing Global Catastrophic Biological Risks."

Other simulations in the recent past, in addition to Event 201, include:

- Operation Dark Winter (June 2001, less than three months before the 9/11 attacks and subsequent anthrax scare, "examining the national security, intergovernmental, and information challenges of a biological attack on the American homeland").
- Operation Atlantic Storm (January 2005, "designed to mimic a summit of transatlantic leaders forced to respond to a bioterrorist attack").
- The Clade X exercise (May 2018, "to illustrate high-level strategic decisions and policies that the United States and the world will need to pursue in order to prevent a pandemic or diminish its consequences should prevention fail"). Yassif helped develop the Clade X exercise.

The common denominator among all of these simulations? The Johns Hopkins Center for Health Security, which published a document titled "The SPARS Pandemic 2025-2028," comprising "a futuristic scenario that illustrates communication dilemmas concerning medical countermeasures (MCMs) that could plausibly emerge in the not-so-distant future."

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Predictions for the future don't end there, however. For instance, in September 2017, NTI and the WEF organized a roundtable discussion on the current state of biological risks presented by technology advancement in light of the Fourth Industrial Revolution.

And in January 2020, NTI and the WEF again joined forces, issuing a report titled "Biosecurity Innovation and Risk Reduction: A Global Framework for Accessible, Safe and Secure DNA Synthesis."

According to the report:

"Rapid advancements in commercially available DNA synthesis technologies — used for example to artificially create gene sequences for clinical diagnosis and treatment — pose growing risks, with the potential to cause a catastrophic biological security threat if accidentally or deliberately misused."

Merck, whose head of corporate affairs participated in the monkeypox simulation, was the subject of an FBI and CDC investigation in November 2021 regarding 15 suspicious vials labeled "smallpox" at a Merck facility in Philadelphia.

Bill Gates no stranger to predicting the future

Bill Gates has himself been remarkably prescient with his predictions of future events.

Here are some of Gates' predictions:

- In a November 2015 TED talk, he stated "[i]f anything kills over 10 million people in the next few decades, it's most likely to be a highly infectious virus rather than a war. Not missiles, but microbes."
- In a 2017 speech at that year's Munich Security Conference, he said "the next epidemic could originate on the computer screen of a terrorist intent on using genetic engineering to create a synthetic version of the smallpox virus," arguing in favor of the merger of "health security" and "international security."
- In May 2021, Gates said "[s]omebody who wants to cause damage could engineer a virus so that the cost, the chance of running into this is more than that of naturally-caused epidemics such as the current one ... [t]he ways the humans interact with other species, these viruses are coming across the species barriers whether it's bats or monkeys."
- In November 2021, Gates publicly pondered, "[y]ou say, OK, what if a bioterrorist brought smallpox to 10 airports? You know, how would the world respond to that? There's naturally-caused epidemics and bioterrorism-caused epidemics that could even be way worse than what we experienced today."
- In February 2022, Gates warned that the next pandemic "... won't necessarily be a coronavirus or even the flu. It is likely to be a respiratory virus. Because, with all the human travel we have now, that's the one that can spread in such a rapid way," emphasizing the significance of providing sufficient funds to the private sector and academia to build better vaccines, therapeutics and diagnostics.
- Earlier this month, Gates called for the development of a so-called "Global Epidemic Response and Mobilization" (GERM) initiative, stating that present WHO funding was "not at all serious about pandemics" and that \$1 billion a year would be needed to operate this initiative.
- Also this month, the Bill & Melinda Gates Foundation announced "a new financial commitment of up to US\$125 million to help end the acute phase of the COVID-19 pandemic and prepare for future pandemics," with much of the money going toward "strengthening health systems in low-income countries, enhancing integrated disease monitoring, expanding access to pandemic tools, and helping countries manage COVID-19 alongside other pressing health needs."
- In his new book, "How to Prevent the Next Pandemic," Gates argues that, despite COVID fatigue, the world must focus on preparing for future pandemics, regardless of whether a disease is circulating.

Robert F. Kennedy Jr. 

@RobertKennedyJr

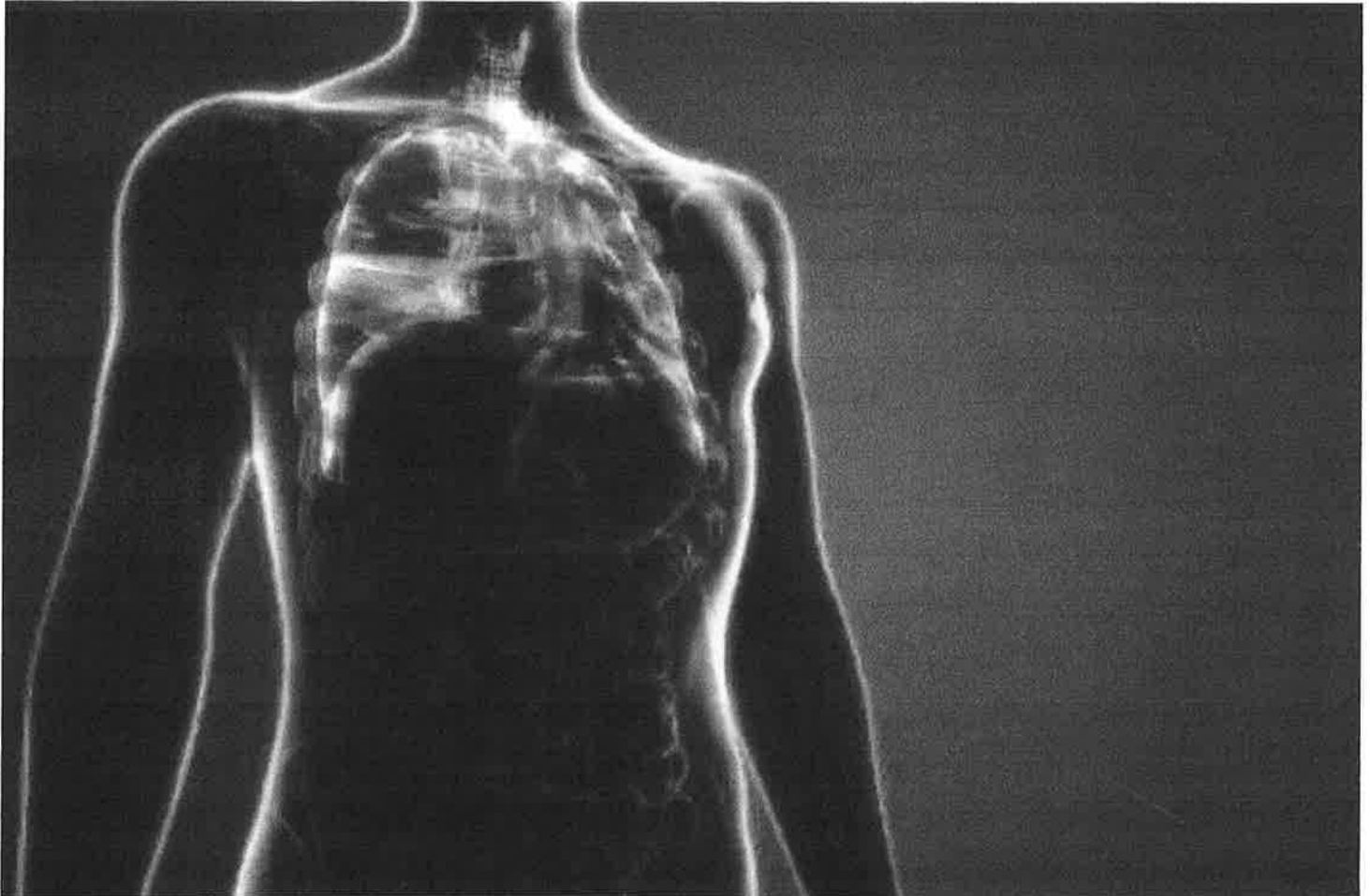


Thanks #JamesCorbett for reading Bill Gates' new book so we don't have to!

Study detects microplastic in living human lungs for first time

In 11 out of 13 people sampled, a total of 39 microplastics were found in all regions of the lung.

By **Ashley Curtin** - April 7, 2022



After a study recently revealed microplastics were found in human blood, new research shows further evidence that microplastics are penetrating the living body. A study, which will be published in *Science of the Total Environment*, found microplastics in the lung tissue of living people for the first time.

In 11 out of 13 people sampled, a total of 39 microplastics were found in all regions of the lung, according to the study.

"Microplastics have previously been found in human cadaver autopsy samples; this is the first robust study to show microplastics in lungs from live people," Laura Sadofsky, senior author of the study from Hull York medical school, said.

While previous studies conducted during autopsies found plastics in lung samples, this study, which was conducted on live people, used spectrometry to identify "11 microplastics in the upper parts of the lung, seven in the middle and 21 in the lower parts," according to the Press Association.

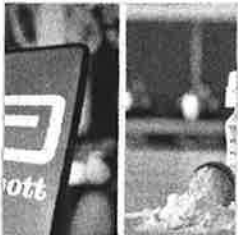
"We did not expect to find the highest number of particles in the lower regions of the lungs, or particles of the sizes we found," Sadofsky said. "It is surprising as the airways are smaller in the lower parts of the lungs and we would have expected particles of these sizes to be filtered out or trapped before getting this deep."

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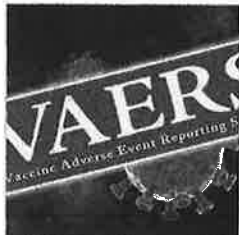


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Central Banks Would Gain Unprecedented Power Over Your Spending Under New World Order

Under the pandemic-driven geopolitical agenda, central banks could gain full insight into every single transaction of every single person on the planet, and they will have the ability to program currency so that it can be used to purchase only certain things.

By [Dr. Joseph Mercola](#)

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Story at a glance:

- The New World Order (NWO) intends to implement a programmable currency that would give the central banks unprecedented and previously unimaginable power over individual spending.
- The COVID pandemic has been used to justify the implementation of a global biosecurity strategy with increased tracking and surveillance, and war will put the final nail in the coffin of the global economy and supply chains. With all of this currently underway, our opportunity to change course is short.
- The NWO is a defined globalist project to establish a centralized global governance by an Anglo-Saxon elite.
- War is a favored NWO strategy. It's a means to an end, as war provides economic stimulus and social change that can then be used to consolidate and centralize power.
- The environmental "green" movement is doomed to fail, as there simply aren't enough mineral resources. To achieve the goal to make all vehicles in the U.K. alone electric by 2050 will require twice the total annual cobalt produced worldwide, nearly all of the neodymium produced globally, and three-quarters of the world's lithium.

Technocracy is the proverbial operating system for the "superclass," a centralized global elite that is working toward securing the exclusive ownership of all the world's assets, reducing the rest of us to indebted serfs.

While the plans for a [NWO based on technocracy](#), i.e., [The Great Reset](#) and the Fourth Industrial Revolution, are clearly outlined on websites like that of the World Economic Forum (WEF), and world leaders are using these terms on a regular basis, when people point out the nefarious meaning of these terms, they're typically dismissed as loony conspiracy theorists.

But the NWO is no conspiracy theory. It's not even theory. It's a fact, and details of the plan are publicly available for anyone willing to look at them. As noted by Russell Brand in the featured video, the way you stay in power is by discrediting the opposition. Calling the opposition crackpot is the oldest trick in the book.

The best defense is to grow thicker skin and simply ignore the slander. At this point, the time between conspiracy theory and fact ranges from weeks to mere hours, so the time of suffering for truth-tellers has become fairly negligible.

The price we'll pay for ignoring truth will be far more severe, as it'll cost us literally everything — our financial wealth, our material possessions, our health and bodily autonomy, our freedom and any possibility of pursuing happiness on our own terms.

By now, it's become clear that the NWO intends to implement a programmable currency that would give the central banks unprecedented and previously unimaginable power over your spending.

The COVID pandemic has been used to justify the implementation of a global biosecurity strategy with increased tracking and surveillance, and war will put the final nail in the coffin of the global economy and supply chains. With all of this currently underway, our opportunity to change course is short.

Defining the NWO

Aiding the NWO in their effort is mainstream media. While that's been the case for many decades, it's only in the last couple of years that their role has become transparent. In a blog detailing the historical background of the NWO, Iain Davis explains:

"The mainstream media (MSM) role is to confuse and mislead the public. They do not want the people to know what the NWO really is. They hide its history and generally deny its existence ... The MSM insist that when U.S. presidents talk about the NWO they are simply referring to changes in the behavioral norms, regulations and laws that broadly shape international relations.

"This may be the case, but that doesn't alter the fact that the NWO has a precise historical meaning ... It is clear that many presidents, prime ministers and geopolitical experts have referred to the NWO in its proper context ...

"Contrary to the opinions of propagandists and debunkers, the NWO is a defined globalist project. The objective is to establish global governance. It was inaugurated more than 100 years ago and it has undergone numerous changes over subsequent generations.

"While it wields immense political influence, it is not 'all-powerful.' The NWO is tyrannical and oppressive by nature, hence the need for subterfuge and concealment. Its architects cannot simply enforce their dictatorship and expect to get away with it. We would resist, and if we did so in sufficient numbers there's not much the NWO could do about it.

"Therefore, we need to be controlled by other means. Education, society, culture, economics, party politics, finance, applied psychology, behavior modification, censorship, propaganda, war and crisis management are all used to maneuver us into accepting the NWO's policy agendas.

"We persistently fall into this trap because we imagine our 'elected' leaders are making the 'big' decisions: they're not."

1 Million Copies Sold — 'The Real Anthony
Fauci' — The book that launched a movement.
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The father of the NWO

The NWO traces back to Cecil Rhodes, a British businessman and founder of De Beers Consolidated Mining. At his death in 1902, he bequeathed an immense fortune to the creation of a number of public foundations, a secret society, and a new world government based on the British empire. This NWO — delineated in Rhodes' 1877 manifesto, "Confession of Faith" — was to be:

"... ruled from its center by an Anglo-American elite who would exercise their control by covertly collaborating with, and manipulating, the world's political, economic, scientific and cultural leaders. In order to exert their covert power, the group Rhodes created had to be a secret organization. As such, it wasn't given any formal identification.

"Nor was it some sort of quasi-mystical, funny handshake brigade, though many of its members were also in other secret societies which were, but rather a group by voluntary association, shared interest and a united common purpose.

"Membership was offered based upon power and influence. Those who joined, agreed to take action in pursuit of the society's aims. It wasn't just a talking shop. They meant business.

"The constituent groups came to be known by many names. 'Milner's Kindergarten,' 'The Round Table Group,' 'the Rhodes Crowd,' 'the Times Crowd,' 'The Chatham House Crowd,' 'All Souls Group' and 'the Cliveden set' have all been names given to various organizations within this secret society over the years.

"It worked on the basis of 'rings within rings.' At the center was a small group, 'the Society of the Elect,' who influenced the development and activities of its larger, working groups ... However, all members agreed to the key objective. To establish a single global government, which some people today refer to as the 'New World Order.'"

Confession of Faith

Here, in Rhodes' own words, is how he described his vision for a one-world government in "Confession of Faith":

"I contend that we [i.e., the Anglo-Saxons] are the finest race in the world and that the more of the world we inhabit the better it is for the human race. Just fancy those parts that are at present inhabited by the most despicable specimens of human beings ...

"Why should we not form a secret society with but one object: the furtherance of the British Empire and the bringing of the whole uncivilized world under British rule for the recovery of the United States for the making the Anglo-Saxon race but one Empire ...

"To forward such a scheme what a splendid help a secret society would be, a society not openly acknowledged but who would work in secret for such an object ...

"Let us form the same kind of society a Church ... A society which should have members in every part of the British Empire working with one object and one idea. We should have its members placed at our universities and our schools and should watch the English youth passing through their hands ...

"For fear that death might cut me off before the time for attempting its development I leave all my worldly goods in trust to S. G. Shippard and the Secretary for the Colonies at the time of my death to try to form such a Society with such an object."

The NWO is playing a long game

In 1891, Rhodes, together with W.T. Stead, Lord Nathan Rothschild and Reginald Baliol Brett, a friend and adviser to the British monarchy, joined forces to set Rhodes' plan for global domination into motion.

Two months after Rhodes' death in 1902, the decade-old NWO group established the Pilgrims Society to create a "special relationship" between the wealthiest individuals in Great Britain and its former colony, the United States of America.

Davis writes:

"The difficulty many people have in grasping the way the NWO wield power often stems from their focus upon the long game. Their strategy isn't built upon quick profits or immediate successes. Like any well-made plan, they know things will go awry. But each move is a step along the path to the ultimate objective of a New World Order.

"It doesn't just span years but rather decades, across generations or even centuries. Inexorably moving towards the global economic and political dictatorship they are determined to create. Something they are currently very close to achieving thanks to their creation of the climate emergency ...

"Foundations were made 'tax exempt' in the U.S. as 'charitable' organizations by the Revenue Act of 1917. This enabled the wealthiest people on Earth to fund their various social engineering projects without the need to pay any income tax. Income tax is only for the little people ...

"By presenting the outward appearance of benevolent 'foundations,' numerous groups ... work behind closed doors to achieve the societies' geopolitical aims ...

"As technology has advanced the goal of centralized authority over a global governance structure has become more attainable. While the manipulation and control techniques have advanced, the goal hasn't changed ...

"There have always been people who wish to rule and many more who are content to be ruled. Our collective obedience to authority guarantees tyranny. The NWO is by no means the first kleptocracy to have cultivated and exploited our compliance.

"Like all the empires that preceded it, from its inception the proposed NWO was designed to take the form of a public-private partnership between government and an immensely wealthy 'Superclass' ...

"Elected politicians, and the governments they formed, were always the junior partners in this network. Many were hand-picked for their malleability, predisposition to corruption or loyalty to the NWO project.

"With the intelligence and security agencies thoroughly co-opted, the deep state — the 'state within the state' or 'shadow state' — flourished ... Policy agendas were set and then political puppets were installed to sell the desired policies to the people, no matter who they voted for."

War leads to consolidation of power

As noted by Davis, while many wealthy charities and foundations claim to be promoters of peace, the real agenda is anything but. War is a favored NWO strategy. It's a means to an end, as war provides economic stimulus and social change that can then be used to consolidate and centralize power.

Davis writes:

"Once you know this, even mainstream interpretations of history render this glaringly obvious. Every significant conflict ends in a negotiated peace conference and every negotiation establishes further centralization of power within larger regional bodies or intergovernmental organizations, consistently eroding sovereignty and consolidating power."

Resource wars

Will the war in Ukraine end up serving the same NWO purpose? Possibly. During a March 28 investment conference, BlackRock CEO Larry Fink stated that "Russia's war on Ukraine will trigger a new world order, taking globalization into a different phase."

The destruction of global supply chains will force companies to seek new suppliers closer to the point of demand, but while many interpreted Fink's comments as the war bringing an end to globalization, Fink stated that the new system "still means globalization" but under "a different framework."

While we may not yet be able to see what this reorganization will look like, there's no doubt that we're about to enter what journalist Michael Lind refers to as "resource wars," with every nation on the planet scrounging to secure their own needs from a suddenly choked-off supply of crucial goods and energy that have been outsourced and offshored for decades.

As noted by Lind:

"Even the beneficiaries of U.S. dependence on China — Silicon Valley, universities, Wall Street, 'green' technologies that need Chinese imports — are being forced to acknowledge that we still live in a material world in which countries can be great powers even if they do not dominate global banking and insurance markets, on the basis of mining energy and minerals, growing crops, and making physical things.

"Russia and Ukraine together are responsible for more than a quarter of global wheat exports. Russia and Belarus together produce nearly half of the global exports of potash, a critical nutrient used in fertilizers, while Russia produces more than a fifth of the ammonia exports used in global agriculture.

"For its part, China dominates global production of many essential minerals, both directly — producing 63% of rare earths and 45% of molybdenum — and indirectly, by investing in lithium mines in Australia, platinum mines in South Africa, and cobalt mines in the Democratic Republic of Congo."

The 'green' fantasy

Lind goes on to discuss the doomed ideology of the environmental movement, which claims we can go "green" without forgoing our standard of living. According to experts on mineral production, to achieve the goal to make all vehicles in the U.K. electric by 2050, using the most resource-frugal next-gen

batteries, will require the U.K. to annually import twice the total annual cobalt produced worldwide, nearly all of the neodymium produced globally, and three-quarters of the world's lithium.

And that's just for the U.K. Other European countries and the U.S. also say they want all vehicles to be electric by 2050. In short, the environmental idealists' goal to do away with gas-powered vehicles is a pipedream. There aren't enough mineral resources for even a small country like the U.K. to achieve it within the next four decades. The same goes for green energy.

Aside from that, "clean" energy isn't clean, so the entire premise is a fraud. Solar, wind and hydropower equipment all require natural gas, oil and minerals. So, such transitions achieve nothing in terms of environmental protection. We still need the same massive mines, the same gas and oil extraction.

Some of this "green" equipment is also toxic and near-impossible to dispose of once they reach its useful lifespan. Wind turbines, for example, are deemed "hazardous waste" and cannot be disposed of or recycled thanks to the toxicity of the carbon and glass fiber used in their construction. Each blade can weigh up to 15 tons, and as of yet, no one has figured out how to safely dispose of them.

It's Time to Follow the Science. Join our Campaign!

The Chatham House Rule

A key tool that has allowed for the creation of a "deep state milieu" where powerful individuals can meet and strategize in secret was the creation of the Royal Institute of International Affairs' Chatham House Rule in 1927. According to this rule, when a meeting is part thereof, "participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed."

In short, what goes on or is said in the room may be revealed, but not the identity of the person or persons who did or said it. Under the rule, the list of attendees is also to be kept secret from anyone not in attendance. Breaking these rules will result in disciplinary action and exclusion from all future activities.

The anonymity afforded under the Chatham House Rule is said to encourage openness to express one's true views, without the worry of potentially tarnishing one's reputation, thereby strengthening business relationships.

In reality, however, the rule is what has allowed the "deep state" to flourish and shape international affairs in secret. Needless to say, owners of media are also members of various NWO groups, and respect the Chatham House Rule without question. As noted by Davis, "Effectively it means the most powerful, wealthiest people on Earth can meet to discuss whatever plans they may have without any public scrutiny."

The Royal Institute of International Affairs isn't the only organization using this rule. It's also used by the Council on Foreign Relations, the Trilateral Commission, the Bilderberg Group, Le Cercle and various think-tanks, as well as international corporations, financial institutions, government steering committees and various policy advisory boards.

Our financial future under threat

As detailed by political scientist Piers Robinson in a March Pandemics-Data & Analytics article, the COVID pandemic has been orchestrated to work hand in glove with major economic and political events over the past two years. It's no longer difficult to see how the pandemic has been squeezed for every ounce of "juice" possible, from fearmongering and compliance training to wealth transfer and the destruction of the middle class.

As mentioned at the outset of this article, the geopolitical agenda driven by pandemic measures includes the push toward a programmable central bank digital currency (CBDC) that is under centralized control.

What this means is that not only will the central banks have full insight into every single transaction of every single person on the planet, they will also have the ability to program the currency so that it can only be used to purchase certain things and not others. They would literally have the ability to control the spending of the global population.

As explained by the general manager of the Bank of International Settlements, Agustin Carstens, in October 2020 (video below):

"We intend to establish the equivalence with cash and there is a huge difference there. For example, in cash we don't know who is using a 100-dollar bill today ...

"The key difference with the CBDC is that the central bank will have absolute control on the rules and regulations that will determine the use regarding that expression of central bank liability and also we will have the technology to enforce that."

We got a first-hand look at how this kind of power can be used when the Canadian government started seizing the personal bank accounts of protesters and even those who donated small amounts of money to the freedom movement.

Robinson writes:

“These political and economic agendas have major potential consequences for our societies and, arguably, lead to a profound, and highly problematic, concentration of power and curtailment of democracy.

“One legitimate fear is that we are witnessing a drive toward a Chinese-style social credit system, in which the integration of personal data and money through digital ID allows assets to be stripped by authorities and, more broadly, unprecedented levels of control over the lives of people ...

“It is clear and empirically demonstrable that populations have been subjected to coercive and aggressive attempts to limit their autonomy, including restrictions on movement, right to protest, freedom to work and freedom to participate in society. Most notably, increasing numbers of people have been required to take an injection at regular intervals in order to allow their participation in society.

“These developments have been accompanied by often openly aggressive and discriminatory statements from major political leaders with respect to people resisting the injections. The threat to civil liberties and ‘democracy as usual’ has been, arguably, unprecedented.”

Ukraine conflict can serve the NWO in more ways than one

Robinson fears the war in Ukraine is now being used to divert our attention from the multitude of civil liberties problems and corruption that have come to the forefront during the pandemic. They all need to be addressed and remedied but aren't getting traction, in part due to internet censorship and in part due to the shift in attention toward the Russia-Ukraine situation. But there's more.

Robinson continues:

"... perhaps more importantly, war fever might also serve as a new distraction from the underlying political and economic agendas that some analysts have been warning us about.

"Indeed, war in the Ukraine has significant potential to serve as a new enabling event facilitating the drive toward restrictions on liberties and the roll-out of agendas that, for example, the WEF has been waxing lyrical about for two years.

"A distracted and war-terrified public will be easy to manipulate whilst policies such as digital ID, mandated injections and Central Bank Digital Currencies are ushered in. Indeed, the current drive toward expanding the powers of the World Health Organization (WHO) is a clear example of the dangers of further centralization of power.

"Under the guise of pandemic preparedness, the objective is to allow the WHO to force states to implement the kinds of restrictive measures we have seen over the last two years ... The possibility of a global bio-security regime, that radically disempowers local and community-level autonomy, should be of serious concern to all of us.

"We simply cannot afford to continue tumbling from one highly propagandized crisis to the next and allowing our emotions to be harnessed by those who wield political and economic power ...

"Now is the time for calm and rational assessments of the events we are living through and, more than ever, determined engagement with widening public understanding of the agendas that many now believe to have been underlying COVID-19.

"This includes the need to interrogate the propaganda and manipulation populations have been subjected to over the last two years and the increasingly discredited policy responses involving lockdowns and mass injections.

“Even more importantly, critical examination and awareness of the concentration of power and loss of democracy inherent in developments such as digital ID and CBDC digital currencies, and their interconnection with political visions regarding 4IR and digitized society, is more vital than ever.

“It is these processes that present the most serious and substantive threat to people, potentially ushering in an era of what some describe as global totalitarianism ...

“More than ever before, we must have the confidence to challenge those in positions of political and economic power. We are, without doubt, at a pivotal moment in our histories. People must stay focused on the big picture.”

So, in summary, the pandemic and the global countermeasures implemented in response to it, the wealth transfer and economic destabilization, the Russia-Ukraine conflict, programmable CBDCs and the NWO plan for global control are all connected.

It's important to realize that these are not separate and unrelated events, but a coordinated effort to herd the global population in a specific, predetermined direction — one they know we'd never choose voluntarily, were we to be given all the facts. After all, who wants to “own nothing” and have every moment of your day and night surveilled in every way possible, from your correspondence and geolocation to your innermost thoughts and biological functions?

The good news is that resistance is not futile, because they need our cooperation. There are simply too many of us for them to do anything if everyone refuses to go along with their plan. At least it won't be easy for them if a majority simply says no.

Originally published by [Mercola](#).

The views and opinions expressed in this article are those of the authors and do not necessarily reflect the views of Children's Health Defense.

SUGGEST A CORRECTION



Dr. Joseph Mercola

Dr. Joseph Mercola is the founder of [Mercola.com](#).

[Sign up](#) for free news and updates from Robert F. Kennedy, Jr. and the Children's Health Defense. CHD is planning many strategies, including legal, in an effort to defend the health of our children and obtain justice for those already injured. Your [support](#) is essential to CHD's successful mission.

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From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: Submission: City Council Contact Form
Date: Tuesday, May 31, 2022 4:57:14 PM

From: Tatyana <noreply@cityofvancouver.us>
Sent: Tuesday, May 31, 2022 4:44 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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City of Vancouver, Washington



City Council Contact Form

Submitted date: Tuesday, May 31, 2022 - 4:44pm

Contact Information

First name:

Tatyana

Last name:

Trishchuk

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98664

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

It has come to my attention that there is a proposed vote to amend city ordinance code 7.04.020 on June 6th. I want to ask and urge you council members not to amend this code. Please do not do this. Please vote against the amendment and leave the code as it is.

Thank you,

Respectfully,

Tatyana Trishchuk

Upload a file:

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: FW: Remote Council testimony registration
Date: Wednesday, May 25, 2022 7:12:29 AM

From: Monica Zazueta [REDACTED]
Sent: Tuesday, May 24, 2022 8:15 PM
To: Dollar, Sarah <Sarah.Dollar@cityofvancouver.us>
Subject: Re: FW: Remote Council testimony registration

It's ok. I know you didn't mean to overlook me. I didn't make it clear in the topics I wanted to speak on. I wrote "climate" and not community forum. That was my bad. Thank you saying you will pass along my testimony. I sent it through the website where it says contact your city council but yes it would be great to make sure that they get my testimony.

Here it is:

I have a major concern about Renewable Natural Gas in the early action package.

We the people have gotten so used to gas because that's what's been given to us for decades. And look where that's gotten us, dirty air that's making us sick and killing so many people.

It's time to listen to science and really understand that the extraction of natural gas has nothing natural about it. There are so many chemicals pumped into the ground to retrieve this natural gas.

Wind, solar and new technologies need to be implemented because if we do nothing or keep on doing the same thing they won't be a future.

This isn't about taking your rights away, it's about saving us and our children and being able to live on a healthy planet. The right you're trying to preserve is to destroy the planet and suck up its resources and make it uninhabitable for future generations is very short sighted. We have all gotten comfortable with the way things are but that doesn't make things the way they are the right and healthy way to do things.

I thank you with every fiber of my being by choosing to take a bold stand with the climate action plan. I've cried knowing that we have a chance. I send you all big hugs for this.

There is an amazing documentary Breaking Boundaries on Netflix with Sir David Attenborough, it's about Earth's tipping points. I encourage all to watch it.

Also, I will be speaking this summer at a community roots breakfast fundraiser about my story. Like Siobhan said there are many different ways people become homeless. My family and I were asked to leave from our home a year ago so that the landlords could renovate and make the duplex more expensive to rent. We had no home. Then we received the best gift of a tiny home from my family at LULAC! We need more tiny homes and affordable housing for everyone.

I hope your days are filled with laughter and love, take care.

-Concerned Momma

Monica Zazueta

[REDACTED]

[REDACTED]

*These two videos, one a trailer for a documentary on Netflix called "Breaking Boundaries" and the other a instrumental animated music video where the humans are animals and animals are humans are important to me because they say what I am feeling and what is the reality of the times we live in. Please take 10 min to watch these two videos. Thank you to all that have watched.

<https://youtu.be/Gb6wQtNjblk>

<https://youtu.be/2T4VwXvdXlg>

From: [Delapena, Amanda](#)
To: [Dollar, Sarah](#)
Subject: FW: Submission: City Council Contact Form
Date: Wednesday, June 1, 2022 12:40:27 PM
Attachments: [image001.png](#)

Sarah,

Councilmember Fox asked to share this message below with the rest of the Council. Can you please include it with the next batch of written comments on agenda items?

Amanda Delapena | Assistant to the Mayor and City Manager
Pronouns: She/Her/Hers



CITY OF VANCOUVER, WASHINGTON
Mayor/City Manager's Office
P: (360) 487-8605
www.cityofvancouver.us | www.cityofvancouver.us/socialmedia



From: Delapena, Amanda <Amanda.Delapena@cityofvancouver.us>
Sent: Tuesday, May 31, 2022 8:39 AM
To: Fox, Sarah [REDACTED]
Subject: FW: Submission: City Council Contact Form

Good morning,

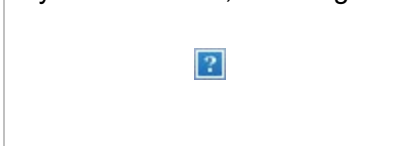
The message below was sent to you through the online contact form. For your consideration.

[Amanda Delapena](#)

From: Molly <noreply@cityofvancouver.us>
Sent: Monday, May 30, 2022 8:59 AM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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City of Vancouver, Washington



City Council Contact Form

Submitted date: Monday, May 30, 2022 - 8:58am

Contact Information

First name:

Molly

Last name:

Silva

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98663

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

Councilmember Sarah Fox

Message:

I am in support of the stalking ordinances. I Lived on 30th St. when the group of Joey Gibson supporters harassed the Young family for several weekends. It was to say the least unnerving (I lived directly across the street) The bull horn, the guns, the people blocking the street and walking on or disturbing our property was lawless. I was stunned the police were no where to be seen. Any attempt to ask them to leave was met with anger and disrespect and they filmed you, One neighbor was mowing his lawn and they told him he had to stop because it was interfering with the filming and the dialolgue they were spewing. I left town the next weekend they were to be there.I felt like I could not stay and be a part of this harassment, and at the same time, upset I had to leave my home because of this harassment.Molly Silva

Upload a file:

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Climate Resolution - June 6, 2022 agenda item
Date: Wednesday, June 1, 2022 9:23:42 AM
Attachments: [Early Action letter.pdf](#)
[image001.png](#)

Best,

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

From: Peter L. Fels [REDACTED]
Sent: Sunday, May 29, 2022 12:18 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Cathryn Chudy [REDACTED] Lande, Aaron
<aaron.lande@cityofvancouver.us>; Small, Rebecca <Rebecca.Small@cityofvancouver.us>; Don
Steinke [REDACTED]
Subject: Climate Resolution - June 6, 2022 agenda item

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Please see the attached letter.

Thank you.

Peter Fels

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.

Kimberlee Elbon
Life Citizen of Clark County Washington USA



CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
www.cityofvancouver.us

Anne McEnerney-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

May 16, 2022

WORKSHOPS

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

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

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/34651?startStreamAt=0&stopStreamAt=8816

3:00 - 4:00 pm Climate Strategies Review

Rebecca Small, Senior Policy Analyst, 360-487-8601

Summary

Staff led Council through a discussion of the Climate Strategies Review and the draft Climate Priority Resolution.

4:00 - 5:00 pm Housing Code Update

Bryan Snodgrass, Principal Planner, 360-487-7946

Summary

Staff led Council through a discussion of the Housing Code Update and the proposal to amend portions of the Vancouver Municipal Code Title 20.

5:00 - 6:00 pm Water Resiliency Strategy

Chris Malone, Public Works Finance and Asset Manager, 360-487-7711

Summary

Staff led Council through a discussion of the Water Resiliency Strategy, including the framework and goals.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

REGULAR COUNCIL MEETING

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

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

https://www.cvtv.org/vid_link/34653?startStreamAt=0&stopStreamAt=8627

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: Councilmember Harless

Councilmember Stober motioned to excuse Councilmember Harless from the Council meeting, seconded by Councilmember Perez, and carried unanimously to approve the absence.

Approval of Minutes

Minutes - March 28, 2022

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of March 28, 2022.

Proclamation: Provider Appreciation Day

Mayor McEnerny-Ogle read and presented a proclamation to Cindy Cooper, Member of the Washington State Family Childcare Association, proclaiming May 6, 2022, as Provider Appreciation Day.

Community Communication (Item 1)

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

Consent Agenda (Items 1)

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve the Consent Agenda.

1. Approval of Claim Vouchers

Request: Approve claim vouchers for May 16, 2022.

Motion approved claim vouchers in the amount of \$4,965,403.73.

Public Hearings (Items 2-3)

2. 2022 First Supplemental Budget

Staff Report: 062-22

AN ORDINANCE relating to the 2021-22 Biennial Budget and making various appropriations in various funds; declaring an emergency.

The recommended expenditure appropriation increases for the City's

Operating and Capital funds included in the 2022 First Supplemental Budget totals \$138.4 million. An increase of \$45.9 million relates to recommended changes in the Operating budget, with the remaining appropriation increase of \$92.5 million representing changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing \$14.3 million in City resources; of that amount, the General Fund's share is \$3.0 million.

Changes in the operating budget could be distilled to administrative in nature, grant funded and very minimal new initiatives. A significant amount of the operating budget appropriation change relates to a variety of normal administrative changes across all funds. The administrative changes include an update of the salaries budget for the cost of living adjustment for all labor and non-union groups effective in 2022, annual true-up of the self-insurance charges for the liability, workers' compensation and property insurance costs and claims, annual true up to the indirect cost service plan, budget adjustments for the changing cost of fuel and faster than anticipated vehicle replacements across all affected City departments, including General, Street and Fire funds.

Appropriation increases for the operating budget changes in the General, Street and Fire funds total \$15.7 million. The majority of the increase relates to the administrative changes outlined above. The budget also includes grant funded appropriation increase due to a number of new grants in public safety, funding for City services related to the Interstate Bridge and appropriation of a small amount of ARPA grant funding, mostly for the outreach and initial design of the future projects. The single new largest item is budget to fund three Safe Stay villages, two have already opened, and two Safe Park locations, of which one is a new location to be determined later in the year. The Safe Stay villages are funded by a combination of the Affordable Housing property tax and the Affordable Housing sales tax dollars. Additional appropriation is being added to increase the Diversity and Inclusion efforts internally and externally.

The remaining appropriation increase relates to changes in other operating City funds. Major changes are summarized below:

- True up of the CDBG-CV 3 and CHIP grant awards for 2022 fiscal year of \$1.0 million;*
- Affordable Housing Property Tax and the Affordable Housing Sales Tax appropriation increases to fund the new Safe Stay Villages, \$2.9 million;*
- ARPA funding reimbursement for services provided out of the General Fund;*
- True up of the Tennis Center appropriation of \$2.0 million to reflect the most recent operating expenses and revenues of the Center. The Center is currently managed by the US Tennis Association, but the financial information must be reported in City financials;*

- Risk Fund budget adjustment of \$2.4 million to reflect the current cost of insurance and claims;
- Updated appropriation of \$1.8 million due to an updated vehicle replacement schedule to account for higher use vehicles than originally anticipated and longer lead times in vehicle delivery;
- Updated appropriation by \$7.1 million in the School Impact Fee fund to reflect the most current projection of fees collected in the fund to be transferred to the School Districts.

The total net Capital Budget appropriation of \$92.5 million (including internal transfers) is included in the First Supplemental of 2022. Expenditures by project are outlined in Attachment C to the ordinance. Following are some of the changes to projects included in the Supplemental:

- Parks capital projects totaling \$3.0 million for:
 - Esther Short Park restroom re-build and new playground
 - Oakbrook Park
 - Vancouver Innovation Center (VIC) Park
 - Harpers Playground at Marshall Community Center
- General Capital/Asset Management projects totaling \$21.8 million for:
 - Operation Center redevelopment
 - Fourth Plain Commons construction
 - Heights Phase 1
- Water, Wastewater and Streets/Transportation totaling \$21.1 million for:
 - Main Street reconstruction
 - NW 32nd Commercial Corridor Right of Way (ROW)
 - Heights Roads, Right of Way (ROW) and infrastructure design
 - Devine Street pedestrian improvements
- Capital Funding Transfers Supporting the City's Capital projects Budget totaling \$46.5M

Attachment B of the ordinance outlines changes to FTEs, with an overall new increase of 26.5 FTEs recommended in the 2022 First Supplemental. Major changes from the Attachment B are listed below:

- Major position changes are outlined below:
 - Reclassification and reorganization of existing 7.0 FTE Police Service Technicians (PST) to:
 - One Police Officer, one Business Intelligence Analyst, one Records Specialist and one Strategic Communications Manager to remain in VPD.
 - Two positions in Information Technology and one in Human Resources to better support Police IT and HR needs.
 - Additional capacity in the newly created General Services Department:

- Add 1.0 FTE Support Specialist II and 1.0 FTE Financial Analyst B;
 - Add 2.0 FTE Capital Project Managers to support capital building-related projects.
- Additional capacity in the Economic Prosperity and Housing Department;
 - Reclassify two existing positions to better reflect the work needs of the department;
 - Add 0.5 FTE Support Specialist III and move 1.0 FTE added to help manage the Heights implementation from Facilities Department.
- Public Works Construction Services increase in personnel in response to increasing capital programs;
 - Add 2.0 FTE Senior Construction Inspectors, 1.0 Survey Specialist and 1.0 Civil Engineer.
- Positions to support grant and revenue-funded work:
 - Add 2.0 Limited-Term FTEs to conduct extensive outreach to residents and businesses in the Fourth Plain corridor and Businesses on Main Street. Positions are to be supported by American Rescue Plan Act (ARPA) funding;
- Other FTE changes to support the organization:
 - Add 3.0 Limited-Term through end of 2022 Fire Support Staff in anticipation of Proposition 2;
 - Add 2.0 FTE Building Inspector III's in Building Fund to support increased business activity;
 - Add 1.0 FTE Senior Park Developer for managing capital Parks and Trails;
 - Add 1.0 FTE Diversity, Equity, and Inclusion Program Coordinator and 1.0 FTE Homelessness Program Coordinator in City Manager's Office;
 - Add 8.0 FTE Overhire, unfunded positions, to be utilized on a short term basis with authorization by the City Manager or their designee;
 - Add 1.0 FTE HR Assistant in Human Resources to support the HR Benefits team.

Request: On Monday May 16th, 2022, subject to second reading and public hearing, approve the ordinance.

Natasha Ramras, Chief Financial Officer, 360-487-8484

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

Natasha Ramras, Chief Financial Officer, provided an overview of the 2022 First Supplemental Budget.

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

- Wynn Grcich, Vancouver
- Kimberlee Elbon, La Center, WA

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

Motion by Councilmember Hansen, seconded by Councilmember Perez, and carried unanimously to approve Ordinance M-4369.

3. **Aegis Phase 2 MFTE (Academy site)**

Staff Report: 065-22

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with East Evergreen Apartments II, LLC for an 8 year property tax exemption for market rate apartments with public benefit contributions for the property located at 313 E. 12th Street (Exhibit A) in Vancouver, Washington.

The project site is located in the Vancouver City Center Vision target area at the intersection of 12th Street and D Street north of the historic Academy building. The applicant is requesting a multifamily tax exemption for a six-story apartment building containing 195 apartment units, 201 structured and 55 surface parking spaces, and a bicycle facility to accommodate 200 bicycles. The building design and public benefit proposal was reviewed and unanimously approved by the CCRA on February 17, 2022. This is the second phase of the Aegis development project surrounding the Academy building. Phase 1 received an MFTE certificate for 147 apartment units with 6,700 sf of retail and 148 parking spaces. Phase 1 construction is underway and scheduled to complete in 2023.

The applicant is requesting an 8-year exemption for market rate units by providing a public benefit contribution. The public benefit includes \$300,000 in public art to enhance the open space site surrounding the Academy. The open space will be dedicated as a public area. An additional \$400,000 in funding will be contributed to the City's Main Street reconstruction project between 5th and 15th Street.

The proposed building will have 195 apartment units including studio, 1 bedroom, and 2 bedroom units. Per the applicant the unit types and rents will be:

Type	Units	Rent
Studio	79	\$1,481
1 Bed / 1 Ba	76	\$1,762
2 Bed / 2 1a	8	\$2,200

Over 20 years (with the exemption) the project is estimated to generate \$13 million in taxes benefitting all taxing districts (ports, county, city, etc.) with \$1.5 million specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at over \$2.7 million for all taxing districts and \$845,000 specifically for Vancouver. The development is still expected to generate \$778,000 in construction and utility taxes annually during the exemption period and then \$920,000 annually after the 8-year exemption expires. Without the proposed development the site is generating approximately \$51,000 in tax revenue annually.

In July 2021 the Vancouver City Council implemented an interim policy on climate action requiring all projects subject to a development agreement to meet certain LEED building specifications or equivalent measures. The applicant completed the permit plan review of the Aegis Phase 1 development prior to the July 2021 City Council's review of the interim policy climate action. Similarly, the land use permit application for Aegis Phase 2 was submitted almost 2 years prior to Council's consideration of an interim policy on climate action. Despite predating the Council interim climate action policy, the applicant has agreed to modify their development such that the building will be an "all-electric" building that will not use natural gas. The applicant's proposal was reviewed by Cascadia Consulting Group, the City's climate action consultant. The consultant stated that 100% electrification of new buildings is in alignment with the City's Climate Action Plan goals.

Request: On Monday, May 16, 2022, subject to public hearing, approve the resolution authorizing the City Manager or the Manager's designee to execute the Development Agreement for the Aegis Phase II MFTE project.

Bryan Monroe, Associate Planner, 360-487-7958; Patrick Quinton, Economic Development Director, 360-487-7845

Patrick Quinton, Economic Development Director, provided an overview of the proposed resolution.

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

- Larry Smith, Vancouver
- John McDonagh, Vancouver
- Wynn Grcich, Vancouver
- Kimberlee Elbon, La Center, WA

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

hearing.

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried unanimously to approve Resolution M-4170.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

IBRP Group Update

Katherine Kelly, Senior Transportation Policy Advisor, provided an update to the Interstate Bridge Replacement Program.

Council Policy Updates

Jonathan Young, City Attorney, provided an update to the Council Policy Updates.

Adjournment

8:52 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Written comments for City Council meeting
Date: Monday, May 9, 2022 1:47:24 PM

This came in after the deadline. I am happy to respond to let her know that comments are not read aloud but are shared with Council and put in the record. Let me know if you would like me to do that.

Respectfully,

Shannon Ripp | Support Specialist III

CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE

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

From: Amelia Cole <[REDACTED]>
Sent: Monday, May 9, 2022 12:59 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Written comments for City Council meeting

[You don't often get email from amelia.cole12@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>.]

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

To whom this may concern,

I found out about this city council meeting at the deadline, is there any way this written comment will be read at the meeting?

“Vancouver Climate Action Plan

Hi- my name is Amelia Cole and I am the President of Clark Colleges Environmental Action Club. I am not able to be in person at this meeting, but on behalf of myself and our members, we wanted to give youth input on the proposed Vancouver Climate Action Plan. It is crucial that youth voices are being heard when debating on whether this plan should be instated. For those who do not believe in or are not educated about climate change and are fighting against this plan, I urge you to educate yourself before voicing your opinion against the implementation of VCA, for this plan, or lack thereof, will impact generations to come. Unfortunately, the effects of climate change will continue to effect Vancouver, and the cities preparation for such events like climate-induced natural disasters is the difference between life or death within our community. Because youth will be effected the most by climate change, I urge city council and our community to take youth voices into consideration. Thank you for your time.”

Sincerely,
Amelia Cole



March 31, 2022

Linda Glover, Chair
Board of Trustees
The Historic Trust



Dear Linda:

The business leadership group Identity Clark County is fully supportive of The Historic Trust's work to revitalize the Providence Academy property.

To that end, we support Marathon Acquisition and Development Inc.'s application for the City of Vancouver's Multi-Family Tax Exemption (MFTE) for its Aegis Phase II project. The MFTE helps attract significant development investments which in this case also provides necessary revenue streams to The Historic Trust to continue your path toward the renovation of Vancouver's historic treasure.

The MFTE supports the aims of The Historic Trust and helps the City of Vancouver deliver on its aggressive City Center Redevelopment Vision and plans to attract more residents, economic activity and social experiences in the downtown corridor.

We look forward to your continued work on the Academy property, as well as helping advocate for alternative parking for those displaced by the Academy's redevelopment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Arp'.

Ron Arp, President
Identity Clark County

A handwritten signature in black ink, appearing to read 'Steve Kenny'.

Steve Kenny, Chair
Identity Clark County

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: Vancouver City Council 5 16 2022 testimony
Date: Friday, May 13, 2022 12:04:40 PM
Attachments: [image001.png](#)
[ICC The Historic Trust MFTE Support 033122.pdf](#)

Written comments for 5/16 Council.

From: Holly Chamberlain [REDACTED]
Sent: Thursday, May 12, 2022 11:19 PM
To: City Council <council@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Vancouver City Council 5 16 2022 testimony

Some people who received this message don't often get email from holly.chamberlain@thehistorictrust.org. [Learn why this is important](#)

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

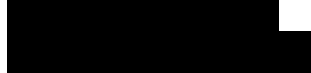
Please find attached written testimony from Identity Clark County related to the May 16, 2022 Consent Agenda item 3, Aegis Phase II MFTE.

Thank you for your time and assistance.

Cordially,

Holly

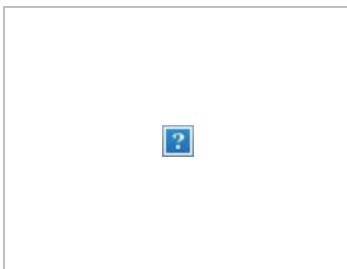
Holly K. Chamberlain (she/her)
Director of Historic Preservation
The Historic Trust



360.992.1801

www.thehistorictrust.org

"Architecture is basically a container of something. I hope they will enjoy not so much the teacup, but the tea." – *Yoshio Taniguchi (b. 1937)*



From: [Kimberlee Elbon](#)
To: clerk@ci.lacenter.wa.us; [City of Vancouver - Office of the City Manager](#); [Dollar, Sarah](#); [REDACTED] [City Council](#)
Subject: READ ATTACHMENT from a Clark County CITIZEN
Date: Tuesday, May 10, 2022 5:14:41 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.

To the Vancouver City Council and Eric Holmes ~ below is an article that I'm demanding You read. I say demand because I do not want You to think I'm Mrs. NiceGuy. At this point, that will not be the case. Nor am I politically correct as this is

GOOD vs evil. This email and the link below is to be put on

PUBLIC RECORD.

Kimberlee Elbon
[REDACTED]

[ICLEI](#) This is a current report on Biden following the one world order agenda

From: [Lorene](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, May 12, 2022 5:03:11 PM

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



City Council Contact Form

Submitted date: Thursday, May 12, 2022 - 5:03pm

Contact Information

First name:

Lorene

Last name:

Smith

Email address:

[REDACTED]

[REDACTED]

ZIP code:

98663

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I oppose any natural gas bans. This would be awful for our community. We're already experiencing inflation and as a current customer of NW natural I have no idea how I will heat my home and water as I would have to replace these systems with expensive electrical systems. Everyone should have choices. We all know if you start with new customers you will come after the existing customers next.

Upload a file:

From: [Patrick](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, May 12, 2022 2:40:57 PM

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City Council Contact Form

Submitted date: Thursday, May 12, 2022 - 2:40pm

Contact Information

First name:

Patrick

Last name:

Johns

Email address:

[REDACTED]

Stress address:

[REDACTED]

ZIP code:

98682

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I am unable to attend the next meeting due to travel. Please continue to allow natural gas hook ups for residential and commercial properties. Having a renewable able source of energy is essential to adapt to emergency energy sources such as we are suffering now. Limiting our energy sources will leave us in the same predicament as Texas found themselves in in 2021. Water, Solar, Wind and Natural gas are a diversified no brainer to hedge against future contingencies and emergencies.

Upload a file:

From: [Jamie](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, May 12, 2022 9:12:21 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.



City Council Contact Form

Submitted date: Thursday, May 12, 2022 - 9:12am

Contact Information

First name:

Jamie

Last name:

LeVasseur

Email address:

[REDACTED]

Stress address:

[REDACTED]

ZIP code:

98683

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

The ban or restriction on natural gas usage, expanded use and use for new construction is very problematic and does not address the goals intended. As an electrical engineer I can say that the infrastructure necessary to replace natural gas for electrical power in our city and around this country is not anywhere near capable nor adequate. It will not be anytime in the next many decades. In the mean time clean burning natural gas is an excellent source of providing the energy to heat homes and run machines. It is a very small percentage of the local and national carbon emissions. Natural gas restrictions are clearly not a proper way to address the needs of the citizens and companies in the region in a cost effective manner. These restrictions appear to be more agenda driven than thinking through the actual facts and ramifications of the actions. The actual results the agenda of

restrictions attempts to achieve are not practical or possible at this time. Please think about the reality of the result with facts vs. unrealistic goals. Cleaner energy will come in the future but it clearly is not ready yet from a technology, infrastructure and cost point of view.

Jamie LeVasseur

Upload a file:

From: [Katherine](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, May 12, 2022 8:46:25 AM

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



City Council Contact Form

Submitted date: Thursday, May 12, 2022 - 8:46am

Contact Information

First name:

Katherine

Last name:

Worsley

Email address:

[REDACTED]

Stress address:

[REDACTED]

ZIP code:

98683

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I absolutely disagree with you- we have always had NW Natural gas in our homes- hot water heater, stoves, dryers, furnace etc. I am very upset at what this will do; how will we afford to replace all these utilities? In addition- NW Natural gas is a renewable source- as opposed to solar, wind and water. Solar depends on the sun and how is that working for us these days? Wind is debatable- especially the cost of each turbine,. and water? There is no guarantee that we will always be able to depend on water. Leave our choice of utilities alone.

And let me segue for a moment: electric cars pollute. How ? The batteries that run those cars are manufactured using toxic materials. You may think getting rid of natural gas is the thing to do but you are absolutely incorrect.

Upload a file:



May 10, 2022

The Honorable Anne McEnerny-Ogle, Mayor
Mayor Pro Tem Ty Stober
Councilmembers Sarah J. Fox, Bart Hansen, Kim D. Harless, Eric Paulsen, Diana H. Perez
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Dear Mayor, Mayor Pro Tem, and Councilmembers:

In 2018, the Vancouver's Downtown Association Board of Directors endorsed the Providence Academy Site Redevelopment Plan and urged community, regulatory, and City Council support of the project. Over the last four years, it has been rewarding to see the vision of the Site Redevelopment Plan realized. Now, we write in support of the request of Marathon Development for the Multi-Family Tax Exemption for Aegis Phase II.

The Vancouver's Downtown Association Board of Directors continues to support the redevelopment of the site and the proposed Phase II Site Plan. The tax exemption will help move forward the proposed plan for a long-established vision for greater housing density and commercial activity in downtown, all while actively connecting Officers Row and Fort Vancouver with our urban core.

In addition, we believe Phase II will continue to improve the code compliance of the site, while providing fiscal sustainability for Providence Academy—an important step in ensuring that this site is well stewarded for future generations.

As Phase II moves forward, we stand ready to support in any way to assure that this project succeeds and allows for the preservation of Providence Academy while meeting our shared goals and vision of “keeping downtown vibrant” for all.

Sincerely,

A handwritten signature in black ink that reads 'Michael Walker'. The signature is fluid and cursive, with the first name 'Michael' being more prominent than the last name 'Walker'.

Michael Walker
Executive Director

BOARD OF
DIRECTORS

LINDA REID
MARNIE FARNESS
LINDA GLOVER
SHARA WOKAL

CARYL BROWN
MICHAEL LARY
MICHELLE THOR
CHRISTIE RUST

ESTHER CHO LIU
DAN WYATT JR
WENDY MARVIN

360-258-1129


VANCOUVER, WA 98660

VDAUSA.ORG

From: [City of Vancouver - Office of the City Manager](#)
To: [City Council](#); [Dollar, Sarah](#)
Subject: FW: May 16 testimony in favor of Aegis II MFTE
Date: Wednesday, May 11, 2022 8:23:00 AM
Attachments: [image001\[86\].png](#)
[image002\[93\].png](#)
[image003\[96\].png](#)
[image004\[89\].png](#)
[VDA_PHASEII.pdf](#)

Hello,

We received this email in the CMO inbox. Let me know if I need to pass this on to anyone else.

Have a great day!

City Manager's Office

CITY OF VANCOUVER

P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Michael Walker [REDACTED]
Sent: Tuesday, May 10, 2022 5:43 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: May 16 testimony in favor of Aegis II MFTE

You don't often get email from director@vdausa.org. [Learn why this is important](#)

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

Hello,

Attached you will find May 16 testimony in favor of Aegis II MFTE attached from the VDA's Board of Directors.

Please let me know if you have any questions or need additional testimony.

Thank you,

Michael Walker
VDA
Executive Director

Office: (360) 258-1129

[REDACTED]
Vancouver, Washington 98660





March 31, 2022

Linda Glover, Chair
Board of Trustees
The Historic Trust
[REDACTED]
Vancouver, WA 98661

Dear Linda:

The business leadership group Identity Clark County is fully supportive of The Historic Trust's work to revitalize the Providence Academy property.

To that end, we support Marathon Acquisition and Development Inc.'s application for the City of Vancouver's Multi-Family Tax Exemption (MFTE) for its Aegis Phase II project. The MFTE helps attract significant development investments which in this case also provides necessary revenue streams to The Historic Trust to continue your path toward the renovation of Vancouver's historic treasure.

The MFTE supports the aims of The Historic Trust and helps the City of Vancouver deliver on its aggressive City Center Redevelopment Vision and plans to attract more residents, economic activity and social experiences in the downtown corridor.

We look forward to your continued work on the Academy property, as well as helping advocate for alternative parking for those displaced by the Academy's redevelopment.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Ron Arp', with a stylized flourish at the end.

Ron Arp, President
Identity Clark County

A handwritten signature in dark ink, appearing to read 'Steve Kenny', with a long horizontal line extending to the right.

Steve Kenny, Chair
Identity Clark County

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Cc: [City of Vancouver - Office of the City Manager](#)
Subject: FW: Vancouver City Council 5 16 2022 testimony
Date: Friday, May 13, 2022 3:17:53 PM
Attachments: [image001.png](#)
[ICC The Historic Trust MFTE Support 033122.pdf](#)

Hi Sarah,

Passing along in case you hadn't already received this testimony.

Stephanie

City Manager's Office

CITY OF VANCOUVER

P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Holly Chamberlain [REDACTED]
Sent: Thursday, May 12, 2022 11:19 PM
To: City Council <council@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Vancouver City Council 5 16 2022 testimony

Some people who received this message don't often get email from holly.chamberlain@thehistorictrust.org. [Learn why this is important](#)

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

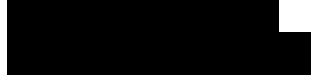
Please find attached written testimony from Identity Clark County related to the May 16, 2022 Consent Agenda item 3, Aegis Phase II MFTE.

Thank you for your time and assistance.

Cordially,

Holly

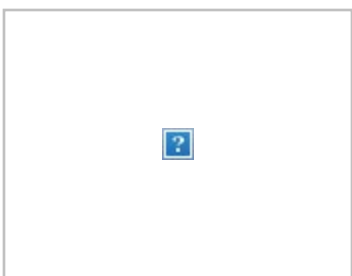
Holly K. Chamberlain (she/her)
Director of Historic Preservation
The Historic Trust



360.992.1801

www.thehistorictrust.org

"Architecture is basically a container of something. I hope they will enjoy not so much the teacup, but the tea." – *Yoshio Taniguchi (b. 1937)*



From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Monday, 5/16 workshop on Climate Action
Date: Friday, May 13, 2022 4:43:22 PM
Attachments: [image001.png](#)

In case you hadn't already received this comment for 5/16.

Stephanie Obotette | Support Specialist II
[Pronouns: She/Her](#)



P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8621 | **F:** 360.487.8625

www.cityofvancouver.us | www.cityofvancouver.us/socialmedia



From: Peter L. Fels [REDACTED]
Sent: Friday, May 13, 2022 3:29 PM
To: City Council <council@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; City Council <council@cityofvancouver.us>; Small, Rebecca <Rebecca.Small@cityofvancouver.us>; Lande, Aaron <aaron.lande@cityofvancouver.us>
Cc: Rebecca Ponzio <rebecca@wecprotects.org>; Cathryn Chudy <chudyca@gmail.com>; Heidi Cody <hcodystudio@gmail.com>; Don Steinke <crvancouverusa@gmail.com>; Rick Marshall <camasrick@gmail.com>; felget <felget@comcast.net>
Subject: Monday, 5/16 workshop on Climate Action

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 Mayor, City Councilors, City Manager and City staff:

It is gratifying that at long last you are going to be seeing the beginnings of a Climate Action Plan at your May 16 workshop. Climate change is the most important issue in our lives, the lives of our children and grandchildren and the lives of all of the world's current and future populations. While problems such as war, famine, oppression may be more immediate and pressing, in the long run if all of us don't change our lifestyles and practices now, the world will be an even more difficult place. So, thank you for recognizing the urgency of tackling global warming and doing our City's part to make a positive impact. Also kudos to your staff who have worked so hard to get us where we are.

I strongly approve of the statements in Sections 1, 2 and 3 of the draft Climate Priority Resolution. In considering and approving the Resolution, and as part of that, affirming an Early Action Package, I ask you to consider a few basic things.

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The State legislature has determined that electrification in buildings and transportation should be Washington's top priority. There are two local concerns. First, our local electricity provider, Clark Public Utilities, relies on fossil gas to produce approximately 30% of the electricity we use. The rest comes from Bonneville Power, but about 5% of the electricity from the BPA is from non-renewable sources. That is to say, all of our electricity is not from "clean" hydropower, wind or solar. We all need to push CPU and BPA to clean up our energy supply.

The draft actions in the CAP to include microgrid solar production are steps in the right direction but unlikely to have the impact that would be achieved by CPU's retiring the River Road Generating Plant early.

Second, we cannot buy our way out of our excessive energy consumption and GHG emissions by purchasing just any available renewable energy credits (RECs). Some RECs may actually offset global GHG emissions, but that is not always the case. It would be much better to enter or press CPU and BPA to enter direct power purchase agreements with renewable energy sources such as wind and solar electricity providers and pass that clean energy through to us.

Third, so-called "renewable natural gas" is not a viable substitute for fossil (fracked) gas. Burning RNG has the same atmospheric warming effects as burning fossil gas. Both these forms of gas are methane, which has a far greater global warming impact than CO2 emissions. RNG may reduce GHG emissions when used as a vehicle fuel in place of gasoline or diesel or to produce localized heat or electricity, but it does not have that benefit when piped to homes or commercial buildings for heat or cooking. You should be skeptical of gas company claims that RNG can reduce our local carbon footprint unless they are talking about avoiding methane emission from a local source such as a waste facility.

Finally, keep in mind that transportation creates the majority of our local emissions. The draft CAP suggests many steps to increase electrification of private vehicles and public fleets and reduce vehicle miles traveled. However, it does not address freight and other vehicles that

originate outside the City, pass through on the freeways, or travel to places outside Vancouver. We need to be looking at every opportunity to increase rail and transit travel and reduce air, single passenger gas, and diesel freight vehicle travel. These things are not completely within your control but you can lobby corporate, state and federal actors to help us reduce local GHG emissions with policies that cut fossil fuel-based travel. You can and should continue to work with the IBR program to create local stops and park-and-rides for transit and ways to encourage people to get out of their cars and use transit to travel to and from Oregon and other local towns.

Again, thank you for making climate action a priority. With passage of the proposed Resolution (hopefully with a bit of modification based on my suggestions) and eventually the CAP, Vancouver truly will be a national leader in taking climate action. In the meantime, please approve the Early Action Package and take steps to implement all its parts as soon as possible.

Sincerely,

s/

Peter Fels

A solid black rectangular box used to redact the signature of Peter Fels.

Vancouver

5-16-22

To the honorable Vancouver City Council members,

Even though I appreciate the steps you are taking to address climate change, unfortunately it is not enough.

Because past leaders such as yourselves, failed to take climate change seriously and continued to go on burning fossil fuels we are running out of time to keep climate change from spiraling out of control. As today's leaders you must do what our past leaders failed to do.

To quote Greta Thunberg, "Solving the climate crisis is the greatest, the most complex challenge homo sapiens have ever faced. The main solution is so simple that even a small child can understand. We have to stop our emissions of greenhouse gases. "

I know you are aware that burning fossil fuels causes climate change and so, in all good conscience how can you allow the continued use of natural gas in new building projects? Elected leaders like you and others across this great nation and the world must have the courage to stop burning fossil fuels as soon as possible.

You can already see the chaos and destruction that climate change is causing all over the world with droughts, starvation, increased, flooding and forest fires. We experienced climate change right here in Vancouver when recently the smoke from forest fires made the air so toxic, we couldn't go outside. If we continue burning fossil fuels climate change will get much worse.

I'm 84 and I won't see the worst of climate change, but I have children and 5 grandchildren who will. I am reaching out to you on their behalf. As a private citizen I can't do much except ask you, my elected leaders, to adopt a ban on using natural gas in all new building projects. Since Washington state is adopting stringent clean energy laws it would be prudent for you as leaders to follow their lead. Think of the money that will be saved if you can avoid having to retrofit those natural gas buildings to clean energy.

Even though Greta Thunberg says the solution is simple, I realize it won't be easy. It takes great courage to stand up to strong opposition from the business community, including two very powerful industries, natural gas and the building industry. They will fight you tooth and nail but you must remain firm and strong. Do not fall for the natural gas industries claim that natural gas is clean. Far from it. From the moment fracked gas is extracted from the ground to its transport to communities, it leaks methane which is far worse than carbon dioxide, making it more harmful to climate change than coal.

Then there is the building industry who will put up strong opposition to banning natural gas. However, if you, our elected leaders, want safe and healthy homes and buildings for the community, it is imperative that you ban the use of natural gas in all new building projects. Mark Vossier, MD, president of the Washingtons Physicians for Social Responsibility claims, “that heating and cooking with natural gas poses a significant health risk with increased childhood asthma and heart and lung disease in adults.”

As our elected leaders you must accept the fact that the time for using natural gas has past, just as the horse gave way to the automobile, dirty unhealthy natural gas must be replaced with clean, green energy. If we don't stop using natural gas, future generations will pay the ultimate price as they head toward an apocalyptic future and the eventual extinction of humans.

You will be on the right side of history when you adopt a plan banning natural gas in all new building projects. Not only will future generations look back in time and thank you for your action, I can assure you that there are plenty of people like me who will thank you and support you in this bold action.

I pray you will have the moral courage to do what must be done.

The very future of humanity is in your hands.

Thank you for your time.

Respectfully,

Virginia Nugent

Virginia Nugent

[REDACTED]

Vancouver WA98686

[REDACTED]

From: [Jack Nugent](#)
To: [City Council](#)
Subject: "Monday 5/16 Workshop on Climate Action"
Date: Monday, May 16, 2022 7:44:40 AM
Attachments: [Draft Letter to Vancouver City Council Final letter.docx](#)

You don't often get email from jackandvirginia9@gmail.com. [Learn why this is important](#)

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Attached is my public comment on the "Monday 5/16 Climate Action Workshop"
Virginia Nugent

From: [Henry](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Sunday, May 15, 2022 7:12:23 PM

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City Council Contact Form

Submitted date: Sunday, May 15, 2022 - 7:12pm

Contact Information

First name:

Henry

Last name:

Harbert

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98684

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I am speaking against the natural gas hook up limitation for any construction. That back door Green New Deal policy is something Democrats couldn't mandate nationally because it is too impractical, illogical, and uneconomic. The city should instead vastly increase natural gas availability so that it will be more economical for residents and as a failsafe for alternatives in case of a shutdown or loss of electrical grid.

I remember even 40 years ago when Medford, OR, first got natural gas option, my father couldn't wait to get the electrical furnace out and a gas furnace in. It was much cheaper and reliable and he extremely happy. Today, I love our consistent, low-cost gas bills in Vancouver.

Lastly, there is vast doubt about the significance of CO2 in the atmosphere. For starters it is only a

tiny trace element of our air, only 0.0418% of it. Secondly, there is new evidence that the gradual slow rise of CO₂ was not affected by the global, two-year Covid Shutdowns. CO₂ levels slowly increased at the same rate as it has in recent decades. That is, it did not decrease when transportation was shut down and fossil fuel usage was curtailed severely. That raises the question what is causing the steady, tiny rise in CO₂. We do not understand the cause and it can't be attributed to a fuel such that we must take punitive action against natural gas. (Chapter 10 Fiat Fuels, p 178, in "The Fiat Standard: The debt slavery alternative to human civilization," Saifedean Ammous, 2021.)

I urge you to dismiss that poorly developed aspect of the plan.

Upload a file:



FLIRT AKKU 3 PART

Test carrier

The FLIRT AKKU is the battery-operated version of the FLIRT type series. Designed for non-electrified or partially-electrified tracks, the vehicle is highly versatile. 80 percent of the non-electrified tracks in Germany can be used by the regional train in battery mode. The FLIRT AKKU is a single-storey, flexible regional train that can be customised. The vehicle concept is primarily based on the previously approved and tested electrical multiple-unit FLIRT trains purely for operation below the catenary. The traction elements and the most important mechanical components are largely the same. One thing that all FLIRTs have in common is their lightweight design made of aluminium. Maintenance-friendly components that have been tried and tested a thousand times over help to keep the operating, energy and maintenance costs as low as possible. 2 to 4-part train combinations can be realised in the model equipped with lithium-ion batteries. Here, the FLIRT AKKU, like the FLIRT, can be customised to meet requirements with respect to the number of seats, passenger flow or interior design. The 3-part test carrier offers space for 310 passengers, of this number 154 on seats. The FLIRT Akku test carrier is used for testing and the continuous further development of the technology.

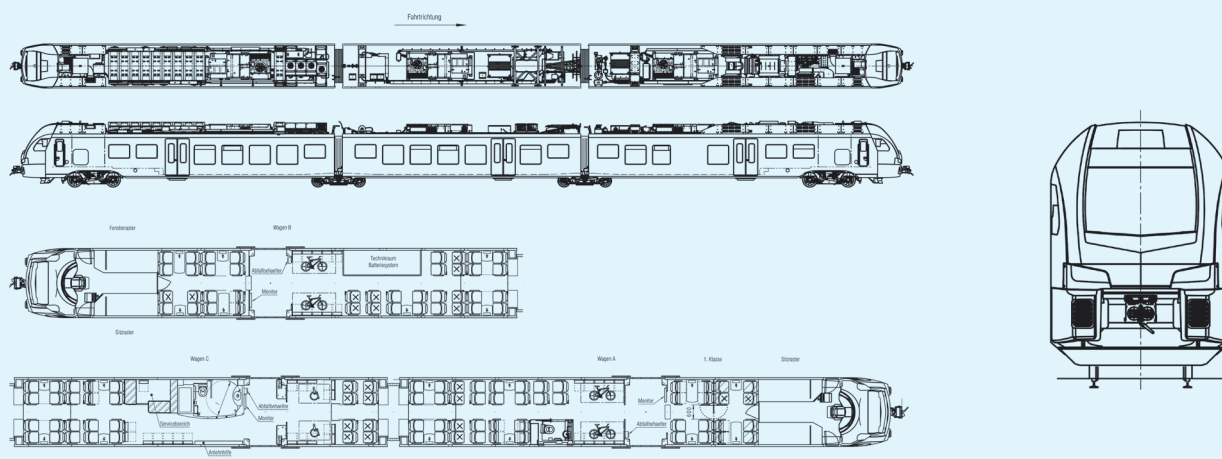
www.stadlerrail.com

Stadler Rail Group

Ernst-Stadler-Strasse 1
CH-9565 Bussnang
Telefon +41 71 626 21 20
stadler.rail@stadlerrail.com

Stadler Pankow GmbH

Lessingstrasse 102
D-13158 Berlin
Telefon +49 30 91 91-16 16
stadler.pankow@stadlerrail.com



Technical features

Technology

- Automatic central buffer couplings
- Lightweight aluminium construction
- Meets the requirements of DIN EN 15227 (Crash Norm)
- Air-sprung bogies ensure smooth running
- Catenary operation with 15 kV and catenary-free operation with lithium-ion traction battery

Comfort

- Bright and friendly passenger compartment
- Passenger compartment fully steplessly walk-through
- Air-conditioned passenger compartment and driver's cab
- Generously designed multi-functional compartments at all entrance-areas
- 3 doors per side
- Sliding steps and gap-bridging at all doors
- Cycle racks / wheelchair
- Modern passenger information system
- Service area
- Universal WC and standard WC acc. to TSI PRM

Staff

- Ergonomically designed driver's cab
- Service area

Reliability / Availability / Maintainability / Safety

- Fulfilment of the Crash Norm EN 15227
- Fulfilment of the TSI PRM and the TSI Noise

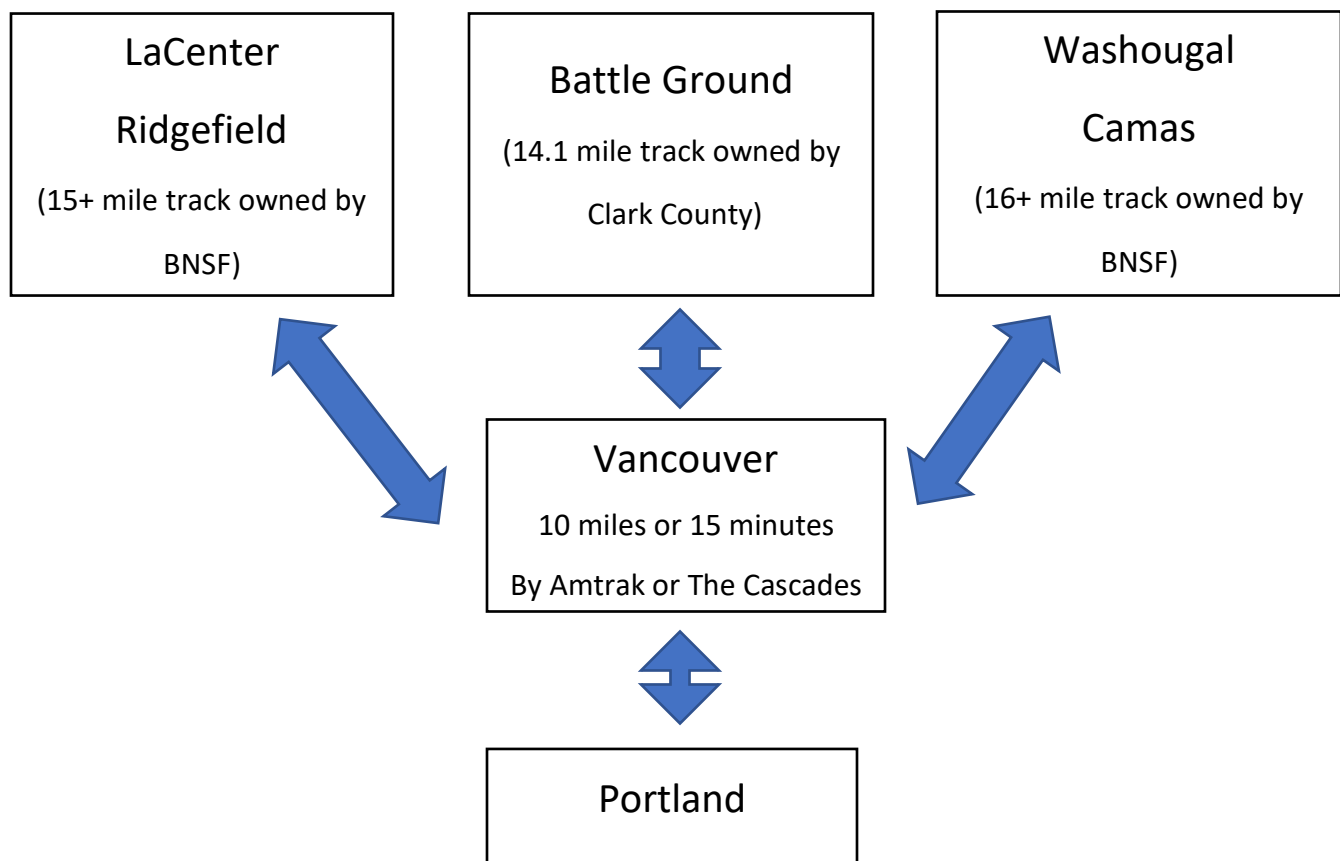
Vehicle data

Gauge	1,435 mm
Supply voltage	15 kV AC
Axle arrangement	Bo'2'2'2
Seats	154
Standing capacity (4 pers./m²)	156
Floor height	
Low floor	780 mm
High floor	1,200 mm
Door width	1,300 mm
Door height	780 mm
Longitudinal strength	1,500 kN
Length overall	58,600 mm
Vehicle width	2,880 mm
Vehicle height	4,120 mm
Bogie wheelbase	2,500 mm
Running bogie	2,700 mm
Drive wheel diameter	
new	920 mm
worn	850 mm
Trailer wheel diameter	
new	760 mm
worn	690 mm
Maximum speed	140 km/h
Drive	2 × 500 kW

Three Regional Rail Corridors from Clark County to Portland

I-5 congestion could be lessened by developing regional electric passenger rail service on the existing rail lines from Clark County to Portland. Clark County is one of the fastest growing counties in Washington State. Climate change can be reduced by regional electric passenger rail development in Oregon and Washington. A bus goes about one mile on a fifth of a gallon of diesel, costing about one dollar to move **40** passengers. The San Francisco BART passenger rail car uses about 3.5 Kilowatt/Hour per mile costing about 35 cents to move **150** passengers. A fleet of 55 Stadler Battery Passenger Cars (FLIRT) will be in service next year in Germany. Battery Powered Rail cars could be used in the Northwest to reduce greenhouse gases. Rail commuters would avoid tolls and by pass the congested Rose Quarter as currently proposed by the Interstate Bridge Replacement Program.

Regional Passenger Rail system with only 34 foot wide right of way can move as many passengers per hour as an eight lane freeway.



From: Dave Rowe

A commuter from Battle Ground to Lake Oswego

Climate Change must be addressed with bold new steps in transportation. The City of Vancouver is at a very important crossroad to transportation in the Northwest. Clark County is blessed with a publicly owned rail corridor through the center of the county. Regional Passenger Railcars powered by batteries could be moving citizens from Battle Ground and Brush Prairie through Vancouver to Portland. Also railroad lines coming from Ridgefield-LaCenter and Camas-Washougal go through Vancouver to Portland. The greenhouse reduction from rail transportation is tremendous. A transportation hub could be planned at the current AMTRAK station area. A future High Speed Rail line could have a station at that location. The transportation hub would be served by C-Tran buses along with battery powered rail cars. AMTRAK and The Cascades trains already cross the Columbia River from Vancouver into Portland in less than 15 minutes, much faster than the future Interstate Bridge Replacement Bridge will provide for auto travel.

I am attaching information on the Stadler Battery Powered rail car used in Germany. Also attached is a map of the existing corridors.

From: [David Rowe](#)
To: [City Council](#)
Cc: [Chris Smith](#); [Heidi Cody](#)
Subject: Climate Action Plan for Vancouver
Date: Saturday, May 14, 2022 11:11:24 AM
Attachments: [Vancouver City Council.pdf](#)
[Three regional rail corridors to Portland Rev 1.pdf](#)
[Stadler Specs EMU.pdf](#)

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Eric Holmes:

I am a daily commuter who has been travelling through Vancouver from Battle Ground to my job in Lake Oswego for over ten years. I want to improve the climate by having a better transportation system in our area. Attached is my suggestion to help the planet. Vancouver is a vital transportation link for the Northwest.

Dave Rowe

From: [Jan V](#)
To: [Small, Rebecca](#); [City Council](#); [City Council](#); [City Council](#); [Holmes, Eric](#); [City Council](#); [City Council](#); [City Council](#); [City Council](#); [Kennedy, Rebecca](#)
Cc: [Joseph Cote](#); peter@BikeClarkCounty.org
Subject: Climate Action Plan
Date: Saturday, May 14, 2022 12:06:42 PM

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I'm with you. We have a problem, but we're not victims. As our city leaders, you've recognized the present and future, and will lead us toward reversal of bad practices and help us move to sustainable ones. I'm with you.

I viewed the city's presentation. Good.

We have power. We must use it.

We must educate ourselves to know facts from political BS and uninformed attitudes (e.g. gas is still needed; people don't want to walk/bike/bus; it's too late, people won't change).

We must look at the big picture as in your power point: trees/vegetation, housing, transportation, building, energy, waste/reduction.

Where are we, the citizens?

- People relate to recycling now -- It's been 35-40 years since GHG made the news. That casual learning curve timeline is not on the table now.
- E-cars are headlined regularly and utilized by some. Some see the importance of e-fleets for the city.
- Busing, walking and biking largely remain domains of the poor, the young, and the old. Plenty of work to be done there yet.
- Some people recognize the importance of walkable neighborhoods, but I still meet many who want to "live out" and when I point out that they're choosing a car-dependent lifestyle that contributes to climate destruction, they don't say much. Need to brush up on my communication style?
- Air and gas-dependent car travel are still the norms, remaining unquestioned by many.
- I see more xeriscaping around town. As one who walks/bikes/buses, I can tell you we need more shade. Last summer it was tough to bike just a few miles to see a friend. I had to stop in parks with big trees en route during the hottest days. I see Friends of Trees work around town. We need more.

I want to say young people get it, but I still see their admiration for big, stupid cars. Oops, communication style faux pas, but do that many drivers need that much metal and horse power to get to school or Safeway?

Kudos for alternative transportation support for the city. Someone hooked me up with the Incredible Sarah Dollar. She wanted to earn \$25/month for biking to her city hall job vs paying \$40/month for parking. We have been "practicing" biking to work, to the MAX, to the grocery store, and to cupcakes. She biked to the bar last week. How do we get more Sarahs to see options? VBC is again offering the beginner bike course, Road Cycling 101. Bike Clark County is keeping local cyclists rolling as well as finishing up another round of

Bike2Leadership with high schoolers. Paths are super places to start learning for timid riders, but eventually to get anywhere in town, we need safe streets connected to other safe streets.

Remember when Roben White testified during the Tesoro years that we shouldn't just think of our own grandkids, we should think seven generations out? I do.

You are doing a great job. Continue to lead us. Please.

Jan Verrinder





John P McDonagh (he/him)

President / CEO

May 11, 2022

The Honorable Anne McEnerny-Ogle

Mayor of Vancouver, Washington

Mayor Pro Tem Ty Stober

Councilmembers Sarah J. Fox, Bart Hansen, Kim Harless, Erik Paulsen, Diana H Perez

Dear Mayor and Councilmembers,

I am writing today in support of the Marathon Acquisition and Development's Multi-Family Tax Exemption request for Aegis II before you for consideration.

A key thread in the fabric of our community is our rich history dating back to the establishment of Fort Vancouver in the early 1800s. Not long after the founding of the Fort came Mother Joseph whose vision and enterprise resulted in what we have come to know as the Providence Academy.

When the Historic Trust secured ownership of Providence Academy, it assured us that piece of our history would live on for future generations. The diligent work of the Historic Trust to not only secured the Academy property and undertook its renovation but consistently look for ways to preserve the historic building which deserves our admiration.

In 2020, I wrote in a letter of support to the Clark County Historic Preservation Commission and the City of Vancouver Planning department, "The intentional and transparent approach to this development, including housing, public gathering space and parking, speaks not only to the project viability but the viability of the downtown core. Moving ahead with the project at this time will bring dozens of needed jobs to our community. The collaboration during the planning of this development underscores the commitment of The Historic Trust to preserving and sharing the heritage of Providence Academy and the ongoing efforts of the city of Vancouver to revitalize the downtown area." We at the Greater Vancouver Chamber of Commerce continue to believe in and wholeheartedly support this site redevelopment project.

As the CEO of the Greater Vancouver Chamber of Commerce, I am writing to encourage your approval of the request before you, which will allow for the continued renovation and preservation of our historic Providence Academy.

Respectfully,

John P McDonagh



John P McDonagh (he/him)
President / CEO



From: [John McDonagh](#)
To: [City Council](#)
Subject: Written Testimony for Item 3 on the May 16 City Council agenda
Date: Friday, May 13, 2022 5:28:30 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[Letter of Support for Academy-Marathon Development project.docx](#)

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

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Please accept the attached letter in support of the Academy-Marathon request before the council on Monday May 16, 2022.



John P McDonagh (he/him)

President/CEO

Greater Vancouver Chamber



[W VancouverUSA.com](http://WVancouverUSA.com)



From: [Peter L. Fels](#)
To: [City Council](#); [City of Vancouver - Office of the City Manager](#); [City Council](#); [Small, Rebecca](#); [Lande, Aaron](#)
Cc: [Rebecca Ponzio](#); [Cathryn Chudy](#); [Heidi Cody](#); [Don Steinke](#); [Rick Marshall](#); [felget](#)
Subject: Monday, 5/16 workshop on Climate Action
Date: Friday, May 13, 2022 3:29:29 PM

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

Dear Mayor, City Councilors, City Manager and City staff:

It is gratifying that at long last you are going to be seeing the beginnings of a Climate Action Plan at your May 16 workshop. Climate change is the most important issue in our lives, the lives of our children and grandchildren and the lives of all of the world's current and future populations. While problems such as war, famine, oppression may be more immediate and pressing, in the long run if all of us don't change our lifestyles and practices now, the world will be an even more difficult place. So, thank you for recognizing the urgency of tackling global warming and doing our City's part to make a positive impact. Also kudos to your staff who have worked so hard to get us where we are.

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The primary goal is to reduce greenhouse gas emissions as soon as possible. Therefore you need to know which proposed actions will cause the greatest early reductions. Cascadia Consulting has done some preliminary analyses, but the current schedule has those being presented to you in August. You need to know at the time of your review of the Early Action Package whether the early actions will have the most impact, and if not, the most impactful actions need to be included in the EAP.

Our knowledge about climate change is constantly being improved by international scientists and think tanks. The City's climate actions should be continuously reviewed to make sure we are doing things that have the most impact. While a minimum of a 4 year review cycle will make sure the CAP is not forgotten, City staff should continuously and consistently review all their actions with an eye to climate impact, just as they are considering equity, diversity and inclusion. DEI and Climate Change were noted as the two top priorities in your strategic plan. The draft Resolution sections 5 and 11 should be modified to reflect staff's continuous review and implementation of emission reducing strategies between 4 year review cycles. Staff should be directed to let you know when earlier review or modification of the CAP may be needed.

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The State legislature has determined that electrification in buildings and transportation should be Washington's top priority. There are two local concerns. First, our local electricity provider, Clark Public Utilities, relies on fossil gas to produce approximately 30% of the electricity we use. The rest comes from Bonneville Power, but about 5% of the electricity from the BPA is from non-renewable sources. That is to say, all of our electricity is not from "clean" hydropower, wind or solar. We all need to push CPU and BPA to clean up our energy

supply.

The draft actions in the CAP to include microgrid solar production are steps in the right direction but unlikely to have the impact that would be achieved by CPU's retiring the River Road Generating Plant early.

Second, we cannot buy our way out of our excessive energy consumption and GHG emissions by purchasing just any available renewable energy credits (RECs). Some RECs may actually offset global GHG emissions, but that is not always the case. It would be much better to enter or press CPU and BPA to enter direct power purchase agreements with renewable energy sources such as wind and solar electricity providers and pass that clean energy through to us.

Third, so-called "renewable natural gas" is not a viable substitute for fossil (fracked) gas. Burning RNG has the same atmospheric warming effects as burning fossil gas. Both these forms of gas are methane, which has a far greater global warming impact than CO2 emissions. RNG may reduce GHG emissions when used as a vehicle fuel in place of gasoline or diesel or to produce localized heat or electricity, but it does not have that benefit when piped to homes or commercial buildings for heat or cooking. You should be skeptical of gas company claims that RNG can reduce our local carbon footprint unless they are talking about avoiding methane emission from a local source such as a waste facility.

Finally, keep in mind that transportation creates the majority of our local emissions. The draft CAP suggests many steps to increase electrification of private vehicles and public fleets and reduce vehicle miles traveled. However, it does not address freight and other vehicles that originate outside the City, pass through on the freeways, or travel to places outside Vancouver. We need to be looking at every opportunity to increase rail and transit travel and reduce air, single passenger gas, and diesel freight vehicle travel. These things are not completely within your control but you can lobby corporate, state and federal actors to help us reduce local GHG emissions with policies that cut fossil fuel-based travel. You can and should continue to work with the IBR program to create local stops and park-and-rides for transit and ways to encourage people to get out of their cars and use transit to travel to and from Oregon and other local towns.

Again, thank you for making climate action a priority. With passage of the proposed Resolution (hopefully with a bit of modification based on my suggestions) and eventually the CAP, Vancouver truly will be a national leader in taking climate action. In the meantime, please approve the Early Action Package and take steps to implement all its parts as soon as possible.

Sincerely,

s/

Peter Fels

A solid black rectangular box used to redact the signature of Peter Fels.

Vancouver

From: [Ryan Wiley](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Urgent need for climate action
Date: Sunday, May 15, 2022 1:58:32 PM

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

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

Good afternoon City Councilmembers,

Climate action is perhaps the most urgent issue pressing America at this time, despite its apparent slow progress. Whatever action the city of Vancouver is able to take will promote jobs growth, resiliency, and the future thriving of the city both in its own boundaries and as an example to other locales. I urge you to take the strongest possible action and invest as much as you can in climate strategies and counters to the threat of global warming. Work by such organizations as the Climate Foundation(climatefoundation.org) presents novel solutions such as kelp forest regeneration that can provide new industry, create jobs, feed the population, help damaged fisheries AND combat climate change, all at the same time. Vancouver is in a position to effect these strategies, perhaps not by itself, but in partnership with the state and other communities if the Federal level of government is unable to react rapidly.

I am a homeowner in Vancouver, and intend to continue living here for a good long time. We all suffered from the intense heat waves last summer, as well as from the unseasonable snowpack and continued rain this spring, and in my vocation as a sailor I witnessed the damage caused by the summer heat through to Seattle and into British Columbia, where our better known Vancouver in B.C. experienced massive sea life destruction followed shortly by extreme flooding and destruction of the highways connecting it to the mainland.

We cannot thrive in a climate environment that unpredictable, even if we can somehow survive.

We can expect that these extreme weather events will continue and perhaps worsen as early as this summer again.

Thank you for your time and attention, and I do hope you will turn your attention to these problems and their solutions with all speed, as our time to act boldly with bold results is growing short.

Ryan Hoeger
Second Mate, R/V Ocean Guardian

From: [Jean M. Avery](#)
To: [City of Vancouver - Office of the City Manager](#)
Cc: [Ray, Charles](#)
Subject: Comment for 5/16 City Council re: Climate
Date: Saturday, May 14, 2022 6:56:31 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 Mayor and City Council (cc: Urban Forestry),

Congratulations on your work to promote a Climate Action Plan for our city.

As you consider how best to move forward, please prioritize green spaces (aka "natural systems"). Specifically:

- please develop stricter codes so developers must retain existing mature trees.
- please empower Urban Forestry to act quickly to maximize tree canopy.
- please add and retain trees as part of the City's commitment to improving carbon sequestration.

These (and other actions) will lead to cleaner air and water, as well as a more livable, equitable community.

Sincerely,
Jean M. Avery
Vancouver resident

May 12, 2022

The Honorable Anne McEnerny-Ogle, Mayor
Ty Stober, Mayor Pro Tem
Councilmembers Sarah J. Fox, Bart Hansen, Kim D. Harless, Erik Paulsen, Diana H. Perez
City of Vancouver

[REDACTED]
Vancouver, WA 98668-1995

Dear Mayor, Mayor Pro Tem, and Councilmembers:

As a former mayor of Vancouver, I support Marathon Development's application for a Multi-Family Tax Exemption for the Aegis Phase II project. My many years of involvement with the community on establishing a vision and setting goals for downtown revitalization have emphasized that sense of place and economic viability are equally important. These new apartments promise to bring more residents to continue the renaissance of downtown and increase activity at the Providence Academy site. Additionally, they will strengthen connections across Interstate 5 with the Historic Reserve as they will create a new neighborhood adjacent to it. Project planners have secured community input on design of the buildings and the planned public open space.

The Trust is committed to the preservation of the Academy and the sharing of its storied history. Site redevelopment is an important opportunity to ensure that the landmark can be passed on to the future, and the city's farsighted tax exemption is an important tool in achieving both goals.

Thank you for your time and attention.

Best regards,

A handwritten signature in black ink, reading "Bruce E. Hagensen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Bruce Hagensen

[REDACTED]
Vancouver, WA 98668-5349

From: [Holly Chamberlain](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Vancouver City Council 5 16 2022 testimony
Date: Friday, May 13, 2022 5:07:16 PM
Attachments: [image001.png](#)
[Bruce Hagensen letter MFTE hearing.pdf](#)

You don't often get email from holly.chamberlain@thehistorictrust.org. [Learn why this is important](#)

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

Please accept my apologies if this duplicates an item already sent last night. I just noted that there are two different addresses supplied for written testimony and I want to make sure that this is received.

Thank you,

Holly

Holly K. Chamberlain (she/her)

Director of Historic Preservation

The Historic Trust

[REDACTED]
Vancouver, WA 98661

[REDACTED]
www.thehistorictrust.org

"Architecture is basically a container of something. I hope they will enjoy not so much the teacup, but the tea." – *Yoshio Taniguchi (b. 1937)*



From: Holly Chamberlain

Sent: Thursday, May 12, 2022 10:52 PM

To: council@cityofvancouver.us

Subject: Vancouver City Council 5 16 2022 testimony

Please find attached written testimony from Bruce Hagensen related to the May 16, 2022 Consent Agenda item 3, Aegis Phase II MFTE.

Thank you for your time and assistance.

Cordially,

Holly

Holly K. Chamberlain (she/her)

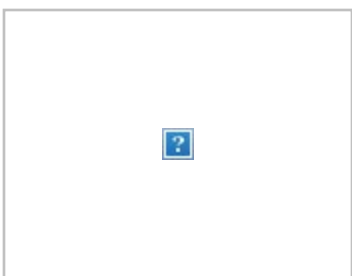
Director of Historic Preservation

The Historic Trust

[REDACTED] et

www.thehistorictrust.org

"Architecture is basically a container of something. I hope they will enjoy not so much the teacup, but the tea." – *Yoshio Taniguchi (b. 1937)*



ELECTRONIC SUBMITTAL

May 16, 2022

Dear Mayor McEnerny-Ogle and Vancouver City Council Members,

Thank you for the opportunity to comment on the proposed actions under consideration for inclusion in the Climate Action Plan (the “Plan”). Recognizing that this is a draft, we appreciate all the work and outreach thus far in the planning process and we look forward to next steps and the deeper dive needed to achieve the City’s goals.

While we are still reviewing the draft Plan, NW Natural stands ready to act as a partner in continuing to provide data, facilitate connections for thought leadership from around the globe and partner together where possible. We appreciate the recognition of renewable natural gas and the other energy innovations to reduce GHG emissions and we are encouraged by some of the actions under consideration by the Council. When the gas and electric systems work together with a focus on innovation, our community and utilities can meet climate goals together.

- **There are several aspects of the Plan that align directly with NW Natural’s existing and upcoming work and we look forward to partnering:**
 - **Renewables:** We are excited to see progress on the City’s exploration of development of renewable natural gas (RNG) locally through “SW2.A – Zero out wastewater emissions”. As you know, methane emissions from wastewater treatment plants can be converted from an environmental liability to a local renewable energy asset through RNG development and production. Understanding the potential return on investment from these existing waste streams is an important first step, and NW Natural is eager to partner as the city reviews local opportunities for RNG development.
 - While renewable natural gas is already here, clean hydrogen is coming. We appreciate that the Plan acknowledges this new technology.
 - The Plan’s emphasis on **energy efficiency** is appropriate, as the most affordable energy is the energy one does not have to buy. NW Natural looks forward to more collaboration on energy efficiency and low-income weatherization work.
 - The Plan’s incorporation of **workforce development** acknowledges the significant workforce needs for the energy transition. NW Natural is eager to continue to work with labor partners, economic development leaders and the City on this.
- **Language refinement opportunities:** We appreciate the modifications that have been made to acknowledge NW Natural’s vision for carbon neutrality. However, there remains concerning language under Strategy BE2 about “[using] the lowest-carbon energy sources available for building heating and cooling.” The title and contents should be modified to more accurately reflect how energy, energy systems, energy regulation, and energy planning should be evaluated

– considering carbon *alongside* reliability, resiliency, resource adequacy, efficiency, cost, and the specific needs of a building and its business type/occupants at the time of build. This section would appear to mandate new construction going “all-electric” and requires transitioning existing buildings at point of sale, but fails to recognize that **electrification does not equal decarbonization**.

- NW Natural requests to review the modeling and data of local energy systems that the City’s consultant developed or considered in proposing any all-electric mandate to be included in the Plan.
 - Energy is regulated at the state level in Washington. Under Washington’s cap and invest policy, now codified in the Climate Commitment Action (the “CCA”), the gas system has its own targets for decarbonization that align with NW Natural’s Vision for carbon neutrality. NW Natural is seeking to understand how the City incorporated data and modeling under the CCA into the Plan’s overall analysis.
 - We request the City’s specific modeling and data for actions BE.2.A, BE.2.B, BE.2.C, BE.2.E, and BE.2.F.
- There is also some language in the Plan that must be changed to honor the Council’s carbon neutral goals and leave room for evolving technologies. Specifically, the Plan language should be edited to:
 - Acknowledge the inherent efficiency of direct use gases (about twice as efficient use of gas as electricity derived from a gas power plant) and the inherent reliability and resiliency of dual energy systems at both the building and community level.
 - Focus on the best carbon reduction, reliability, efficiency, and affordability choice at the time of build and acknowledge new technologies like gas heat pumps and hybrid heat as options for efficiency.
 - Acknowledge tariff structures as an option to explore larger percentages of renewables on a voluntary or required basis for both electric and gas systems.
- **Costs:** Vancouver, as outlined in this Plan, has among the most ambitious carbon reduction goals in the region. It is clear the City has not yet but will need to determine the cost to meet its goals and how best it will fund its actions. NW Natural would appreciate the opportunity to be briefed (along with other roundtable members) by City staff on the draft Plan’s financial impact and how the larger community will be engaged on cost considerations and the City’s financial commitment.
- **Community engagement:** There is an opportunity to continue to refine this plan as more information is gathered from stakeholders. We believe that more engagement with a larger diversity of stakeholders will be beneficial to the climate action planning process as market realities can be better incorporated to map a practical path forward. To find out more about what Vancouver constituents think on renewables, gas bans, a balanced energy system, and how to move forward with decarbonization in our communities, please see the below public opinion research results from DHM Research from November 2021—they are divided in two groups, across NW Natural’s entire territory and for Vancouver specifically. Survey results:
 - Renewable Natural Gas Sees Strong Support in the Northwest, full [release for territory-wide results, January 2022](#)
 - Results for [Vancouver](#) voters.

- If you have questions about this research or would like to speak with DHM Research directly, please let us know.

Multiple aspects of the city's draft list of actions will facilitate progress toward reducing Vancouver's share of global GHG emissions. We look forward to our continued work together to ensure a resilient energy system for all residents, while ensuring affordability, equity and a prosperous community during and after the carbon transition.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nelson Holmberg', with a stylized, flowing script.

Nelson Holmberg
Community Affairs & Customer Acquisition Manager, Clark County

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: TESTIMONY for 3 p.m. workshop on Climate Actions
Date: Monday, May 16, 2022 10:35:46 AM
Attachments: [City of Vancouver-NW Natural CAP comments 051622.pdf](#)
[image001.png](#)
Importance: High

See the attached testimony.

Stephanie Obotette | Support Specialist II
Pronouns: [She/Her](#)



P.O. Box 1995 • Vancouver, WA 98668-1995

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From: Holmberg, Nelson [REDACTED]
Sent: Monday, May 16, 2022 10:31 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Small, Rebecca <Rebecca.Small@cityofvancouver.us>; Lande, Aaron <aaron.lande@cityofvancouver.us>
Subject: TESTIMONY for 3 p.m. workshop on Climate Actions
Importance: High

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

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

Good morning,

Please accept the attached written testimony in regard to this afternoon's Climate Priority Resolution and draft climate actions workshop on behalf of NW Natural. If there are questions, I'm more than happy to be available to address them per your interest and request.

Thank you.

Nelson

Nelson Holmberg

NW Natural – Community Affairs & Customer Acquisition Manager – Clark County

 nwnatural.com

See our [Community and Sustainability results](#)

From: [Cathryn Chudy](#)
To: [City Council](#)
Cc: [Small, Rebecca](#); [Lande, Aaron](#)
Subject: For May 16th Climate Strategy Review Workshop
Date: Monday, May 16, 2022 10:57:04 AM

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

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Mayor and City Council Members,

The Climate Strategy Review in the Workshop today has several parts - Drafts of a Climate Priority Resolution, an Early Action Package, and the most recent updated list of CAP emissions-reduction actions.

That is a lot to review in a one hour Workshop, and more work is ahead between now and August, when the final Vancouver City Climate Action Plan will take it's final form to be adopted by you, as policy.

I urge you to ask questions and more closely examine the use of offsets and RECS (what they really are and what they can or can't do, and what is the actual cost effectiveness, feasibility, and equity analysis that might justify their use).

I am in particular concerned about including Northwest Natural's (NWN) Smart Energy Program:

I am a reluctant NWN customer and see through the deceptive marketing strategy that sells this voluntary program to me and others as a meaningful way to offset/reduce my carbon emissions "affordably and reliably." As our elected representatives, I ask that you look closer at this program and see that it is removed from the list of direct emissions-reducing actions that will become Climate Action policy for Vancouver.

The following is included in both home and commercial electrification incentives (pp. 9-10, Draft CAP Actions):

"Work With NWN to expand participation in the Smart Energy Program (carbon-neutral option) to offset natural gas emissions."

The Smart Energy Program is part of Northwest Natural's Vision 2050 (a marketing plan meant to vision a scenario where the company professes decarbonization while continuing to sell the "benefits" of gas and grow it's customer base.) This program will not in reality reduce demand for natural gas nor reduce the actual carbon-intensity of the gas delivered to our Vancouver homes and businesses. NWN's Smart Energy Program that funds "renewable" natural gas (RNG) with voluntary customer dollars is **misleading** customers into adding an additional cost to their already rising monthly

gas bills (8% increase by the end of 2022) in the illusory belief that this will somehow lower their gas emissions in an affordable and reliable way. My latest gas bill insert says "we're evolving what we can deliver" but the truth is that it can't, and won't deliver "renewable natural gas" to my home or to Vancouver homes and businesses. From all that is understood (PLEASE do your research on this) the "promise" of delivered RNG to homes and businesses will continue to have cost, feasibility and availability barriers preventing its application for use in residential and commercial buildings for the foreseeable future. This program is problematic because it can function as both a distraction and an impediment to where our city wants to go via electrification. Such offsets can't guarantee emissions reductions here in Vancouver, while electrification can and will.

The reality for Vancouver is the **additional burden of health impacts** added to climate considerations as revealed in the Washington Health Disparities Map. **There is a public health and equity imperative for Vancouver to not endorse or encourage expanding an "offset" program that will only worsen air quality issues that are exacerbated by continuing to burn gas in buildings.** Rather than "reduce demand for natural gas" the Smart Energy program does the opposite - encourages continued gas use in the next decade and beyond ("digging us deeper" with fossil fuels) that will continue to pose health, safety and increasing cost burdens on gas users and our community.

As our elected representatives, it is essential that you ensure that Vancouver does not set policy that endorses expanded participation in this program. NWN can continue to offer this voluntary program to its customers, however, ***there is no required, viable or justifiable reason that Vancouver's elected representatives, making carefully considered policy decisions in the public interest and taking the lead on setting aggressive targets to actually lower harmful emissions in residential and commercial buildings as quickly, safely, affordably, and equitably as possible, should endorse or encourage the use of this program as part of protective and meaningful Climate Action Plan policy.***

Here are recently published articles that underscore the climate and public health urgency of stopping the burning of fossil fuels now, and the problem with encouraging actions (e.g. using dubious offsets and RECS) that in any way delay doing so now and as soon as possible. Both climate and air pollution are significantly health-harming in their effects, and we in Vancouver (as evidenced by the Washington Health Disparity Map rankings) remain highly vulnerable on both fronts.

<https://eos.org/articles/unhealthy-air-could-become-routine-in-the-pacific-northwest>

https://www.theguardian.com/us-news/2022/apr/18/wildfire-smoke-emissions-study-pacific-north-west?CMP=Share_iOSApp_Other

<https://www.nytimes.com/2022/04/19/opinion/air-pollution-fossil-fuels.html?referringSource=articleShare>

<https://www.who.int/news/item/04-04-2022-billions-of-people-still-breathe-unhealthy-air-new-who-data>

And here is the latest on Oregon's NWN rate hike request, many of the details are relevant to Vancouver since we are part of the company's service territory and they market the same program to us as well:

<https://www.desmog.com/2022/05/09/oregon-nw-natural-gas-rate-increase-earthjustice/>

Let me know if you have any questions, and thank you for all you are doing for Vancouver!

-Cathryn Chudy

March 6, 2022

Heidi Cody
Vancouver WA


Washington Utilities and Trade Commission

Dear WUTC Commission:

My name is Heidi Cody and I live in Vancouver, Washington. I would like to register my concerns about Northwest Natural's (NWN) Renewable Natural Gas (RNG) Tariff program. This program actively threatens meaningful climate action in SW Washington, where a move away from gas, including building electrification, is under consideration. Vancouver is developing a Climate Action Plan (CAP), and RNG is an option in our draft CAP's "Home Electrification" and "Commercial Building Electrification" sections.

E3SHB 1257 requires that utilities offer an RNG Tariff program, which limits WUTC's leverage. However, the WUTC certainly has the authority and responsibility to require more transparency and accountability than it currently is, from NWN. Until the Alliance for Community Engagement SWWA (ACE), Washington Environmental Council and Columbia Riverkeeper raised concerns and met with WUTC and NWN about the RNG Tariff program, there was no way to know that NWN's Washington Smart Energy program is sourced in Utah. Information submitted by NWN in [UTC Advice 21-10 Attachment A](#) remains heavily redacted, even after NWN's contract with Wasatch Resource Recovery has been signed. WUTC should require that NWN be clear where the project is sourced, that it is located out of state, that customers will not actually receive RNG in their pipes, and that the offsets aren't physically connected to the NWN system. All of this information should be available to NWN's customers. Washington state has set ambitious GHG reduction targets that may be undermined by RNG projects. The public also deserves transparency.

Full disclosure about this project is important, because buildings account for nearly 30% of Washington's GHG emissions. The fastest route to decarbonization is building electrification. NWN's Washington Smart Energy program delays building electrification, and locks customers into gas use for the foreseeable future. A solicitation letter sent by NWN to its Vancouver customers in Spring 2021 spooked customers baselessly about a "gas ban." This letter (pp. 3-4 of this pdf) states,

"NWN's system is uniquely positioned to convert waste into homegrown energy with new advancements like renewable natural gas and hydrogen. These breakthroughs in renewable energy are newer than wind and solar and offer similar climate benefits."

Utah RNG is not "homegrown," if you live in Washington. And, RNG does not offer "similar climate benefits to wind and solar energy." This misrepresentation about the cleanliness of RNG gives customers the false impression that they will be meaningfully reducing local GHG emissions by paying \$8 a month for the Smart Energy program.

If only 1-4% of RNG methane is in a pipe that contains 96-99% fracked methane, as Attachment A states, this RNG program does very little to reduce GHG emissions, compared to 100% fracked methane. Further, NWN is implying that RNG will be physically piped to customers, when instead the Washington Smart Energy program is a combination of methane offsets and RNG offsets. And, those offsets are remotely sourced in Utah. The NWN letter goes on to state:

“By using the natural gas infrastructure currently in place – one of the tightest, newest pipeline networks in the nation – we can help reach climate goals more affordably, without sacrificing reliability.”

This marketing is deceptive. WUTC can and should regulate NWN’s messaging, to protect Washington customers.

I would also like to point out concerns about M-RETS as a third-party verification system of RECs and RTCs. As [this article](#) relates, RNG suppliers need only register once with M-RETS rather than annually, which could lead to a misrepresentation of benefits if project features change over time; there is a lack of “granular” data on project facility specifics like the type of anaerobic digestion used, which could affect the calculation of carbon benefits; and on-site visits may be spotty, which leaves fraud a possibility.

Chairman Danner of WUTC himself has said, [RNG is “not ready for prime time.”](#) Capturing RNG is useful as a site-specific methane pollution-reduction strategy for certain industries. But RNG is not a large-scale solution. Capturing methane should not be used to continually justify more fracking and distribution of methane. Marketing RNG as a green solution is misleading, when the preponderance of our gas supply will remain fracked.

WUTC should protect the people of Washington, as its mission states, by more actively regulating NWN’s RNG Tariff program. Since NWN did not include full disclosure in its original Tariff program submission, WUTC should require NWN to resubmit its application, with full project details, before deciding whether to approve the program. Project details should include location, timeline, an honest description of what NWN customers are getting for \$8 per month, environmental attributes of the RNG, and a clear description of verifiable oversight of the Smart Energy RNG project. This is important for public transparency, and for the accountability of both the RNG Tariff program and WUTC’s regulatory role.

Thank you to WUTC staff for coordinating the enlightening meeting with NWN. I appreciate the opportunity to express how decisions made by the state legislature and WUTC are imperiling climate progress in Vancouver, and potentially throughout Washington.

Sincerely,

A handwritten signature in black ink, appearing to read "Heidi Cody". The signature is fluid and cursive, with the first name "Heidi" and last name "Cody" clearly distinguishable.

Heidi Cody



Spring 2021

Portland, OR 97204

nwnatural.com

Service Address:

To Our Valued Vancouver Customers:

It's always been clear to me that part of my job is to make sure our customers are informed about matters that concern them, which is why I'm writing to you today. **See the back side to find out how to make your voice heard.**

The Vancouver City Council is hearing from some groups that want to ban natural gas for new homes and businesses.

Establishing local climate goals that are more aggressive than statewide targets means that Vancouver residents and businesses will be asked to pay more than their neighbors for a clean energy transition. Before decisions are made, we believe the City of Vancouver and its consultants should conduct thorough research to determine the likely impacts on carbon emissions and costs for both electric and natural gas customers now and in the longer term.

Gas bans that mandate electric equipment are an ineffective and expensive way to combat climate change. Here's why:

- ❶ **Families and businesses should have a choice of energy options to meet their needs.**
This is not a decision that should be mandated by city council.
- ❷ **Communities with natural gas have greater energy reliability.** We need a dual energy system to prepare for what we know is our future during climate change — more extreme weather events. Homes and businesses with natural gas service can have energy even when the power is out.
- ❸ **All forms of renewable energy are needed in a balanced, low-carbon future.** NW Natural is committed to renewable natural gas and our vision of a carbon-neutral pipeline by 2050.

NW Natural's system is uniquely positioned to convert waste into homegrown energy with new advancements like renewable natural gas and renewable hydrogen. These breakthroughs in renewable energy are newer than wind and solar and offer similar climate benefits.

Adding renewables into our pipeline, combined with energy efficiency and wide adoption of our →



Tell us what's important to you by taking a short survey. Sign-up today so your ideas are taken into consideration for public policy decisions: nwnatural.com/register.

Smart Energy carbon offset program, is a fast and effective way to reduce carbon emissions. By using the natural gas infrastructure already in place — one of the tightest, newest pipeline networks in the nation — we can help reach climate goals more affordably, without sacrificing reliability.

Even the lack of housing affordability coupled with devastating COVID-19 economic impacts, I hope Vancouver's elected leaders will seek options that enable our renewable energy future without undermining long-term affordability, reliability and choice. Working together, we know the right balance can be achieved.

Consultants are now working with City Councilors and Staff to create the Vancouver Climate Roadmap. As a natural gas customer, I encourage you to share your thoughts with me and sign-up for receiving updates as more information becomes available.

Sincerely,



David H. Anderson
President & CEO

Our Low Carbon Pathway

We believe NW Natural has an important role to play in helping our region move to a low-carbon, renewable-energy future. It's why we've developed our Low Carbon Pathway, and it's why we invite you to join us.

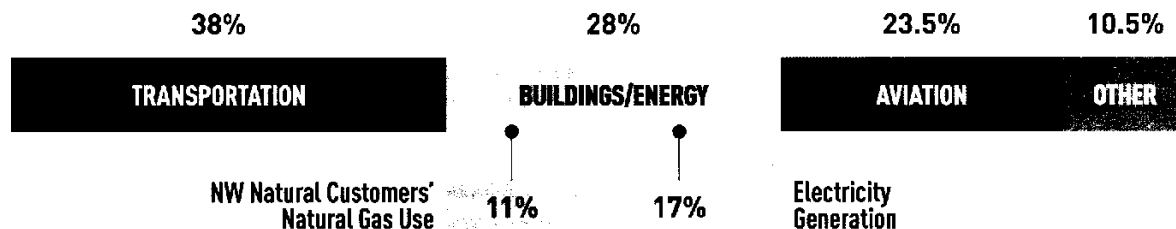
Today, natural gas is the cleanest energy option to reliably meet our region's biggest energy needs. But, still, we know we can do better. By using our existing pipeline system in new ways, we can help drive down emissions — and do it cost-effectively.

MAKE YOUR VOICE HEARD

We'd like to hear from you and we know your time is valuable.

Tell us what's most important to you as a natural gas customer by taking a short survey. Sign-up today so your ideas are taken into consideration for public policy decisions: nwnatural.com/register.

VANCOUVER GREENHOUSE GAS EMISSIONS



Tell us what's important to you by taking a short survey. Sign-up today so your ideas are taken into consideration for public policy decisions: nwnatural.com/register.

From: [Heidi Cody](#)
To: [City Council](#)
Subject: Comments re: 5/16 City Council meeting | Draft CAP
Date: Monday, May 16, 2022 10:15:34 AM
Attachments: [HC UTC RNGltr3.6.22.pdf](#)

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

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

Dear Mayor Anne, City Council and Staff,

Thank you all for taking on the herculean task of creating a Climate Action Plan, and thank you to City Council for choosing aggressive Leading Edge targets. The goal of city-wide carbon-neutrality by 2040 is...just WOW!

To get to carbon-neutrality in 18 years, we need to do everything possible to get there. That will mean making smart choices. I have read the latest Draft Climate Action Plan. Most of it is really good. But there is one glaring issue that can derail the City's decarbonization efforts: Renewable Natural Gas, or RNG.

Northwest Natural Gas' (NWN) Smart Energy program is RNG. Washington updated its building electric codes recently, and the state's move away from gas, and towards building electrification, is already underway. Yet "expand participation in the Smart Energy program" is a suggested action for both residential and commercial buildings in our draft CAP. Why? Why would City Council choose anything but the fastest route to dramatically reduce GHG emissions, if our goal is an 80% reduction in Vancouver by 2030?

NWN's Smart Energy program will delay building electrification, by locking customers into gas use for the foreseeable future. That's not accidental. NWN is telling Vancouver customers that they can meaningfully reduce their local GHG emissions by paying \$8 a month for the Smart Energy program. NWN's deceptive marketing materials claim that this program is clean, effective and "homegrown." But RNG is still methane. Only 1-4% of RNG will go into pipes, and the remainder will be fracked gas. To boot, none of this RNG will get piped to Vancouver. The RNG project source for this Smart Energy program is actually in Utah.

NWN's Smart Energy program is a bill of goods that can undermine our CAP. Don't fall for it. The City should not "expand participation" in this program. Instead, RNG in buildings should be removed from both the Early Action Plan and the Climate Action Plan.

RNG and hydrogen are new, untested technologies. Emerging energy technologies may sound promising, but the time spent developing them could be crucial time lost. Likewise, the money invested on these fanciful pipe dreams would be far better spent purchasing actual renewable energy, like wind and solar.

We need to do the difficult and necessary work of transitioning to a clean economy. Vancouver may have 18 years to get to carbon-neutrality, but we only have 10 years to prevent the worst of climate change. It doesn't take a genius to realize that climate change is already here. The faster we reduce GHG emissions effectively, the better.

I am attaching a letter I wrote to the Washington Utility and Transportation Commission (WUTC) in March, to register concerns about the RNG Tariff approval process. That letter has more information about how little oversight there is for the Smart Energy program. It also dissects misleading messaging in the first flier that NWN sent its SWWA customers about the Smart Energy program.

Thank you for your consideration, and for your leadership.

Sincerely,
Heidi Cody

From: [Phillip](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, May 16, 2022 9:44:16 AM

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City Council Contact Form

Submitted date: Monday, May 16, 2022 - 9:44am

Contact Information

First name:

Phillip

Last name:

Englund

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98662

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Dear Mayor McEnerny-Ogle and Councilmembers Harless, Perez, Stober, Hansen, Fox, and Paulsen,

I am writing to you today in full support of Vancouver's ongoing efforts to create a Climate Action Plan which has the stated goal of creating a "healthier, safer, and more equitable community" while rising to the moment of the ongoing climate crisis. I want to thank you all for your exceptional work, and I urge you to hold the line against whatever organized efforts are being made to get you to include natural gas (i.e., fracked gas) as a part of the city's climate approach.

To be clear: in spite of bad-faith arguments and vague assertions trying to confuse the issue and claim the opposite, natural gas is NOT a renewable energy. It is an extractive fossil fuel. In order to have a chance of any kind of livable future for ourselves, we need to reach net-zero carbon emissions as quickly as humanly possible—and while it is technically true natural gas burns cleaner than coal at the end point, it still in no way burns clean, and the fracking and transportation involved beforehand (the critical part that anyone pushing for natural gas as a so-called “choice” never fails to conveniently forget about) always includes significant leaking of methane into the atmosphere along with a plethora of other environmental damage. Methane, of course, is a massively potent and harmful greenhouse gas which traps about 35 percent more heat in our atmosphere than carbon dioxide does, according to NASA (<https://earthdata.nasa.gov/learn/articles/methane-fossil-fuel-exploitation>). These realities make natural gas’s inclusion in any serious climate initiative totally unacceptable, and I fully trust that all of you on the council know this. Science has been debunking the false claims of natural gas proponents for years.

The time of greenwashing and measures which fall well short of what scientists have been clearly stating is the absolute bare-minimum necessity for the health of our planet, simply so greedy corporate interests can line their pockets, needs to be over. I take great hope in what the council is doing, and I look forward to the day when Vancouver can serve as a shining beacon as far as what a city and a community can accomplish in tackling the climate crisis. Please keep natural gas well out of the city’s Climate Action Plan.

My very best regards to you all,

Phillip Englund
Hub Leader
Sunrise Movement SWWA

Upload a file:

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Climate Priority Resolution in support
Date: Monday, May 16, 2022 12:03:25 PM
Attachments: [image001.png](#)

Summer is coming,

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON

City Manager's Office

P: (360) 487-8607

www.cityofvancouver.us

[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

From: Laura Tyler [REDACTED]
Sent: Monday, May 16, 2022 11:57 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Climate Priority Resolution in support

You don't often get email from laura.tyler@earthgenwa.org. [Learn why this is important](#)

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

Good Morning:

I am a School Support Specialist for EarthGen, a nonprofit organization that equips youth to grow their power as they take action for the environment.

I wanted to write in support of this resolution to support forming a youth advisory council.

We know that our youth are facing a climate crisis and we

need them to help solve some of these challenges.

A youth advisory council will empower the youth in your community and provide them a voice to speak up on issues that are concerning them. In the process, they will learn how their local government functions, how to advocate for something they believe in, and how to create policy and work to have it implemented.

Please support this resolution.

Laura

Washington Green Schools is now EarthGen! [Learn more.](#)



Laura Tyler (she/her)

School Specialist

www.earthgenwa.org



From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Comment Draft Climate Priority Resolution
Date: Monday, May 16, 2022 12:10:53 PM
Attachments: [image001.png](#)

This one just came in...
Want to me to let them know anything?

Summer is coming,

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

From: Cameron Steinback [REDACTED]
Sent: Monday, May 16, 2022 12:10 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Comment Draft Climate Priority Resolution

You don't often get email from cameron@earthgenwa.org. [Learn why this is important](#)

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

Re: [Climate Early Action Plan]

To Whom It May Concern,

Thank you for the opportunity to comment on the Draft Climate Priority Resolution. I am a Cameron Steinback, Program coordinator with EarthGen, an environmental education organization with a mission to guide and support youth, educators, and school communities to become leaders for a healthy environment.

I want to express my support of Resolution 1, Section 8 of the draft: *"That the City will support the development of climate leaders within the community by fostering*

opportunities for young people and people from frontline communities to guide the equitable implementation of the CAP, and to propose, shape, and implement new climate change solutions of their own.”

The future leaders and community stakeholders of the Climate Action Plan are in schools today. The importance of youth participation and civic action cannot be understated. Adhering to section 8 of the resolution will ensure that the City of Vancouver has equitable youth participation from frontline communities in the Climate Action Plan.

Sincerely,

Cameron Steinback, MA.Ed
Program Coordinator, EarthGen

Washington Green Schools is now EarthGen! [Learn more.](#)



Cameron Steinback (he/him)

Program Coordinator

www.earthgenwa.org



From: [Jesse James](#)
To: [City Council](#)
Subject: Climate Strategies Review
Date: Monday, May 16, 2022 11:12:11 AM

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

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

Dear City Council Members,

Thank you for your hard work on developing a Climate Action Plan for the city of Vancouver.

As you already know, over a 100 year time period natural gas is 21 times more harmful than CO2 when it comes to human caused climate change. Not only does methane worsen climate change, the extraction process places valuable ground water at great risk.

I urge you to make permanent a ban on the expansion of natural gas within the city of Vancouver. We must exploit greener alternatives to the maximum extent possible.

Respectfully,

Jesse James

From: [Debbie Tomasovic](#)
To: [City Council](#)
Subject: Climate Action Plan
Date: Sunday, May 15, 2022 9:30:51 PM

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

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

I am relieved to live in a city that is developing a Climate Action Plan. Now is the time to press forward and begin putting these action steps into place, so as to protect the citizens of Vancouver from the devastating effects that climate change will have.

I am in strong support of you moving forward to address electrification, reducing fossil fuels, and considering a tax on carbon use, going forward.

We can take these steps to protect our people, if you are willing to follow through and take needed action now.

Thank you,
Debbie Tomasovic
Home owner and business owner in Vancouver, WA

From: [Delapena, Amanda](#)
To: [Dollar, Sarah](#)
Subject: FW: Submission: City Council Contact Form
Date: Monday, May 16, 2022 1:28:02 PM

Hi Sarah,

This comment came in a little after 1:00 today.

Amanda Delapena

From: Tina <noreply@cityofvancouver.us>
Sent: Monday, May 16, 2022 1:09 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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 of Vancouver, Washington



City Council Contact Form

Submitted date: Monday, May 16, 2022 - 1:08pm

Contact Information

First name:

Tina

Last name:

Barrows

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98684

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Dear City Council,

As a climate worrier I want to thank you for putting together such an aggressive climate action plan. Please stick to it, and don't let fossil fuel interests sneak in and dilute it! Ours, and the future of our children is at stake.

Yours sincerely, Tina Barrows

Upload a file:



CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
www.cityofvancouver.us

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

May 23, 2022

WORKSHOPS

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

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

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/34669?startStreamAt=0&stopStreamAt=5700

4:00 - 6:00 pm 2023-24 Biennial Budget

Natasha Ramras, Chief Financial Officer, 360-487-8484

Summary

Staff led Council through a discussion of the 2023-2024 Biennial Budget and proposed policy framework.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

COUNCIL CONSENT AGENDA MEETING

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

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

<https://www.cvtv.org/vid/link/34671?startStreamAt=0&stopStreamAt=4938>

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Proclamation: Memorial Day

Mayor McEnerny-Ogle read and presented a proclamation to Marlene Varga, Mike Burton, and Larry Smith, Community Military Appreciation Committee, proclaiming May 31, 2022, as Memorial Day at Vancouver Barracks.

Community Communication (Items 1-7)

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding Consent Agenda Items 1- 7:

- Wynn Grcich, Vancouver
- Ariel Young, Vancouver
- Justin Forsman, Vancouver

- Monica Zazueta, Vancouver
- Heidi Cody, Vancouver
- Anna Doty, Seattle, WA
- Cathryn Chudy, Vancouver
- Victoria Ferrer, Battle Ground, WA
- Kimberlee Elbon, La Center, WA

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

Consent Agenda (Items 1-7)

Council requested Item 5 to be pulled.

Council briefly discussed Item 5.

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

1. **Bid Award for the 2022 Resurfacing Project (072822), per Bid #22-25**

Staff Report: 066-22

The 2022 Resurfacing Project is being constructed as part of the Pavement Management program. This project involves paving with hot mix asphalt on corridors and residential streets at various locations throughout the City. Approximately 18 lanes miles of street will be paved under this contract.

The attached vicinity map shows where streets will be paved. The project includes paving streets in the Lincoln, Rose Village, Fourth Plain Village, Oakbrook, Burton Ridge, and Marrión neighborhoods. It also includes paving SE Morgan Road and Ellsworth Ave along Evergreen Hwy, Evergreen Hwy from Rivercrest to SE 164th Ave, and part of SE 172 Ave and SE 39th Street.

On April 26, 2022 the City received two bids for the subject project. The bids ranged from \$3.39 to \$3.84 million dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Lakeside Industries, Vancouver, WA</i>	<i>\$3,388,883.00</i>
<i>Granite Construction Company, Vancouver, WA</i>	<i>\$3,844,789.12</i>
<i>Engineers' Estimate</i>	<i>\$3,700,000.00</i>

There is a minimum apprenticeship goal of 5% of the utilized labor hours for this project. Lakeside Industries of Vancouver, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 450 hours of apprentice time of the estimated total of 8,800 applicable labor hours for the project.

Request: On May 23, 2022, award a construction contract for the 2022 Resurfacing Project to the lowest responsive and responsible bidder, Lakeside Industries, Vancouver, Washington, at their bid price of \$3,388,883.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Motion approved the request.

2. Fossil Fuel Facility Moratorium Extension

Staff Report: 067-22

AN ORDINANCE further extending for an additional period of six months the moratorium originally enacted by Ordinance No. M-4295, which was first extended by Ordinance No. M-4323, then extended a second time by Ordinance No. M-4335, and subsequently extended a third time by Ordinance No. M-4355, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to work to consider the issues noted by the various stakeholders and to ensure that the proposed amendments to the City Code adequately address the legal concerns raised by current industry operators; and establishing an effective date.

The moratorium, which was enacted by Council in June of 2020, prohibits new or expanded large-scale fossil fuel facilities, based on concerns about potential impacts to local public and environmental health and safety and to climate change. It has been enacted to allow time to update the land use code standards for such uses and to align them with other planning efforts currently underway, such as the Vancouver Strategic Plan update, Climate Action Plan, and other Title 20 code amendments.

The moratorium prohibits new or expanded facilities engaged in distribution, extraction, refinement, processing or bulk movement of fossil fuels, or bulk storage of over two million gallons of fossil fuels. Facilities producing energy from landfill gas, fossil fuel by-products such as asphalt or others, or direct consumer sales such as gas stations are all explicitly exempted from the moratorium. Upkeep, repair, maintenance, or City-mandated health and safety improvements of any existing facilities are also exempted.

Staff presented a set of potential code updates for fossil fuel storage at the

August 2, 2021 City Council workshop and received feedback which was used in the drafting of a SEPA Determination of Non-Significance (DNS) for the proposed code amendments to solicit public comment. The City received an appeal of its SEPA Determination from the Washington State Petroleum Association, which identified a number of concerns with the City's analysis.

Staff agreed that more analysis was likely needed and therefore withdrew the SEPA DNS to allow for additional work, which staff determined will require assistance from outside experts. Last December, Council agreed that more time would be needed to strengthen the development code changes and environmental review in order to withstand a potential challenge and extended the temporary moratorium until June 8, 2022.

Since staff was last before Council in December, progress has been made in a number of areas, including:

- 1) Additional refinement of the proposed zoning code text changes;*
- 2) March 8 Planning Commission workshop;*
- 3) Further stakeholder outreach with the Port of Vancouver and representatives of three local facilities that handle bulk fossil fuels on March 10, specifically to discuss their products being handled and any concerns regarding proposed limits on expansions;*
- 4) Consultation with the project managers of similar fossil fuel ordinances in Whatcom County and the City of Tacoma; and*
- 5) Negotiation of a scope of work with BERK Consulting, a firm that is widely considered an expert in the land use planning related to the petroleum sector of the economy.*

BERK Consulting recently assisted both the City of Tacoma and Whatcom County with ordinances that limit large fossil fuel-related facilities, neither of which were appealed. BERK has a thorough knowledge of how petroleum moves through the economy and understanding of how regulations can advance community safety and climate goals. BERK will be assisting the City in: 1) understanding how restricting bulk fossil fuel facilities might impact local fuel distribution; 2) reviewing draft development code language; and 3) editing and supplementing the City's SEPA analysis as needed. Because BERK's services are in high demand, only recently have they had available capacity to assist Vancouver. A contract is now in place and they have started their work.

Staff expects to be able to complete the necessary analysis, conduct further stakeholder engagement and propose code amendments to the Planning Commission and Council within the requested extension period, which accommodates workshops and public hearings with both bodies, as well as a 30-day period after Council approval before the code changes take effect.

Request: On Monday, May 23, 2022, approve ordinances on first reading, setting date of second reading and public hearing for

Monday, June 6, 2022.

Chad Eiken, Community Development Director, 360-487-7882

Motion approved the request.

3. **Code Amendments to VMC Title 14.24-Erosion Control & 14.25-Stormwater Ordinances**

Staff Report: 068-22

AN ORDINANCE relating to erosion control, amending sections 14.24.030, 14.24.035 and 14.24.040 of the Vancouver Municipal Code, updating the reference to the current state stormwater manual, and providing clauses for savings, severability, and an effective date.

AN ORDINANCE relating to stormwater control, amending sections 14.25.100 and 14.25.110 of the Vancouver Municipal Code, updating the reference to the current state stormwater manual, and providing clauses for savings, severability, and an effective date.

In 2019, Washington Department of Ecology reissued the Western Washington Phase II Municipal Stormwater Permit to comply with provisions of the federal Clean Water Act and the state Water Pollution Control Law. The reissued Permit includes a new requirement to review and update City Code to meet the reissued permit requirements. The proposed amendments to VMC Title 14.24 and Title 14.25 are intended to meet the Federal and State mandated requirements.

The proposed changes will update the reference to the current State Stormwater Management Manual for Western Washington manual as required to meet the National Pollutant Discharge Elimination System Permit.

Request: On Monday, May 23, 2022, approve ordinances on first reading, setting date of second reading and public hearing for Monday, June 6, 2022.

Annette Griffy, Engineering Program Manager, 360-487-7190

Motion approved the request.

4. **Code Amendments to VMC Title 14.26-Water Resources Protection Ordinance**

Staff Report: 069-22

AN ORDINANCE relating to water resources protection, amending certain

sections of Chapter 14.26 of the City of Vancouver's Municipal Code regarding minimum standards to reduce the risk of contaminants entering surface waters and groundwaters, as last amended by Ordinance M-4179, and providing clauses for savings, severability, and an effective date.

In 2019, Washington Department of Ecology reissued the Western Washington Phase II Municipal Stormwater Permit to comply with provisions of the federal Clean Water Act and the state Water Pollution Control Law. The reissued permit includes a new requirement to implement source control best management practices (BMPs) for existing land uses. The proposed amendments to VMC Title 14.26 are intended to meet the Federal and State mandated requirements.

Source control BMPs are a collection of practices focused on preventing stormwater pollution from occurring. Practices like good housekeeping, preventative maintenance, secondary containment, spill prevention plans and employee training can prevent pollution from entering storm drains, waterways and groundwater. In some cases, installation of roofs, covers, or berms and/or construction of treatment facilities may be necessary to protect surface and groundwater.

Major components of the existing ordinance include citywide prohibitions of specific high-risk uses such as chrome plating and hazardous waste disposal sites; prohibitions for uses in close proximity to municipal drinking water wells, such as bulk petroleum fuel operations, heating oil tanks and septic systems; standards and requirements for operations that manage hazardous materials; and an inspection program and enforcement authority to implement the code.

The proposed changes will require most existing land uses and businesses to apply pollution prevention best management practices as part of their normal operations. Many businesses may have already adopted practices that meet current pollution prevention requirements. Staff will be required to conduct inspections to verify compliance and require corrections when necessary. Staff will also provide technical assistance to help businesses with pollution prevention practices. Guidance for businesses is available in the Stormwater Management Manual for Western Washington.

Staff estimates approximately 4,000 businesses and/or sites will be included in the inventory that have a potential to generate pollutants. The number of annual inspections required must be equivalent to 20% of the total inventory.

The City held informational webinars with stakeholders on January 13, January 20, and January 24, 2022 to discuss the proposed code amendments and made available an online open house from December 22, 2021 through February 9, 2022 to consider comments from stakeholders.

On Monday, May 23, 2022, approve ordinance on first reading, setting date of second reading and public hearing for Monday, June 6, 2022.

Kris Olinger, Senior Civil Engineer, 360-487-7188

Motion approved the request.

5. Proposed changes to the Vancouver Municipal Code (“VMC”) 7.05.010, 7.04.020, 7.04.030, 2.46.020

Staff Report: 070-22

AN ORDINANCE of the City of Vancouver expanding the definition of public disturbances to restrict certain additional noises and vibrations, expanding the definition of pedestrian interference to prohibit targeted picketing or protesting, and allowing the City to assert a claim or lawsuit on behalf of an official, employee or volunteer to the extent it is reasonably necessary in order to further a public purpose; amending Vancouver Municipal Code Sections 7.05.010 “Public Disturbances”, 7.04.020 “Pedestrian Interference”, 7.04.030 “Definitions”, and 2.46.020 “Defense of Officials, Employees, and Volunteers”; providing for severability; and setting an effective date.

VMC 7.05.010 (1) (c) restricts certain noises made near public streets during certain hours, but it does not regulate other noises like noise makers, whistles, fireworks, sound amplifying equipment or airhorns. It also does not regulate vibrations or other noises within a residential districts that unreasonably disturb or interfere with the peace, comfort, and repose of owners or possessors of real property. These proposed changes would pass constitutional scrutiny because they are content-neutral, and narrowly tailored by only limiting certain types of noises in residential districts. The changes do not affect any other time, manner, or location of other noise, speech or communication.

*Currently, VMC 7.04.020 does not prohibit the targeted picketing or protesting directed at a single residence or dwelling of another and VMC 7.04.030 does not define the meaning of targeted picketing or protesting. These proposed changes are in line with the United States Supreme Court’s decision of *Frisby v. Schultz*, which granted cities the power to regulate picketing or protesting directed at a residence or dwelling of a particular person.*

VMC 2.46.020 currently requires the City to defend and indemnify an official, employee or volunteer (current or former) when a claim is made against those individuals for actions or inactions they took on behalf of the City. These proposed changes would go beyond defense and indemnity and empower the City to take affirmative action like seeking a restraining or anti-harassment order against an alleged perpetrator, or seeking an order of removal (trespass) of an unauthorized person. This type of affirmative relief

would further a “fundamental public purpose of government,” so as not to run afoul of the Gift of Public Funds Doctrine, which prevents the City from using money or resources to aid any one individual.

Request: On Monday, May 23, 2022, approve the ordinance on first reading, setting date of second reading and public hearing for Monday, June 6, 2022.

Nena Cook, Chief Assistant City Attorney, 360-487-8503

Motion approved the request.

6. HQ Master Plan and Subdivision

Staff Report: 064-22

AN ORDINANCE approving the HQ Master Plan and Subdivision at Fisher’s Quarry and associated VMC Title 20 text amendments; and providing for severability and an effective date.

In 2009, the City adopted the Riverview Gateway Subarea Plan that established goals and policies and an overall vision for redevelopment of two former rock quarries at the intersection of SR-14 and SE 192nd Avenue. The subject site is the 99-acre Fisher’s Quarry that is located west of 192nd Avenue.^[1] The applicant has named the development the HQ Master Plan.

Following the completion of the Subarea Plan, the Riverview Gateway Plan district regulations were adopted into the development code (VMC 20.680). The Riverview Gateway Plan District requires that the applicant submit for and obtain approval of a master plan prior to the area being developed. Under the City’s development code, the master plan is a Type IV process requiring a hearing before the Planning Commission who makes a recommendation to City Council for final action.

The applicant requests approval of a master plan to develop the 99-acre Fishers Quarry Site and subdivide the property into 41 lots. Development includes approximately 331,934 square feet of office/light industrial, 350,765 square feet of non-office commercial (includes 120-room hotel), 1,950 multi-family dwelling units and 25 single-family attached (townhouse) residential lots.

the City Council remanded this master plan to staff at the May 9 first reading to amend conditions of approval to address a moderate increase in density in the northernmost residential portion of the project as well as to address conditions regarding trails within the project. These issues have been addressed in the supplemental materials provided with this staff report.

Staff requests that the City Council approve the project based on the findings contained in the staff report to the Planning Commission dated February 15, 2022 for the February 22, 2022 Planning Commission hearing with the staff proposed amended conditions contained in the attached memo to City Council dated May 17, 2022

[1] The WSDOT quarry is the second quarry area identified in the subarea plan and is located generally east of 192nd Avenue. In 2016, the City Council approved the Columbia Palisades master plan for the WSDOT quarry. Columbia Palisades is currently being built out and is not part of this proposal.

Request: On May 23, 2022, approve the ordinance on the first reading, setting the date of second reading and public hearing for June 6, 2022.

Keith Jones, Senior Planner, 360-487-7887

Motion approved the request.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for May 23, 2022.

Motion approved claim vouchers in the amount of \$9,740,317.91.

Community Forum

Mayor McEnerny-Ogle opened the Community Forum and received testimony from the following community members:

- John Ley, Battle Ground, WA
- Janie Wilson, Vancouver
- Wynn Grcich, Vancouver
- Laurel Pascual, Vancouver
- Carmen DeLeon, Vancouver
- Justin Forsman, Vancouver
- Heidi Cody, Vancouver
- Cathryn Chudy, Vancouver
- Siobhana McEwen, Vancouver
- Kimberlee Elbon, La Center, WA

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

Adjournment

7:51 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

From: [Anna Doty](#)
To: [City Council](#)
Cc: [Rebecca Ponzio](#)
Subject: Extend the fossil fuel moratorium and move forward a permanent ordinance
Date: Monday, May 23, 2022 10:38:15 AM
Attachments: [Washington Environmental Council Fossil Fuel Moratorium Comments May 23, 2022.pdf](#)

You don't often get email from anna@wecprotects.org. [Learn why this is important](#)

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

Dear Vancouver City Councilmembers,

Please see the attached comments from Washington Environmental Council regarding Item 2 on today's Consent Agenda, the Fossil Fuel Facility Moratorium Extension.

We appreciate your ongoing support of sound health and safety protections in Vancouver and your persistent work to develop a permanent, defensible fossil fuel ordinance that closes the door on new and expanded fossil fuel projects, prioritizing the health and safety of Vancouver residents. We urge you to continue to extend the fossil fuel moratorium and efficiently turn this moratorium into permanent ordinance.

Thank you,
Anna

Anna Doty • Fossil Fuel Campaign Manager

Pronouns: she/her

Washington Environmental Council • wecprotects.org
[REDACTED] | Seattle, WA 98101



Seattle, Washington 98101

www.wecprotects.org

May 23, 2022

Subject: Extend the fossil fuel moratorium and move forward a permanent ordinance

Dear Vancouver City Councilmembers,

Thank you for your ongoing support of sound health and safety protections in Vancouver and your persistent work to develop a permanent, defensible fossil fuel ordinance that closes the door on dangerous fossil fuel projects, prioritizing the health and safety of Vancouver residents. We urge you to continue to extend the fossil fuel moratorium under first reading today and efficiently turn this moratorium into permanent ordinance.

The health and safety risks created by new bulk fossil fuel facilities endanger our communities, especially those which have already experienced decades of poor air quality, noise, and other safety impacts from existing fossil fuel facilities. The proposed Tesoro-Savage oil-by-rail facility was an alarming example of these threats, and also demonstrated how resource-intensive and divisive the permitting process is for new fossil fuel facilities. At the same time, expansions of the existing bulk fossil fuel facilities in Vancouver pose many of these same risks. A meaningful fossil fuel ordinance must safeguard community safety and health, and do so without loopholes that allow for expansions or changes of use that could create new health, safety, or environmental impacts.

It is also essential that City center equity as it turns this moratorium into a permanent, protective ordinance. As the Environmental Health Disparities Map below shows, Vancouver's black, indigenous, and people of color communities, people with lower incomes, and people experiencing houselessness, often experience the pollution and safety risks of fossil fuel infrastructure, first and worst. The current moratorium appropriately prohibits any new or expanded bulk fossil fuel projects on the basis of a wide range of health, safety, and quality of life concerns created by the storage, transfer, processing, and handling of fossil fuels in the City. Vancouver's environmental health disparities remain stark and the SEPA analysis and permanent ordinance itself should build on this foundation and address these environmental justice implications head on.

We know this important work takes time and that the moratorium on new and expanded fossil fuel facilities is the tool to establish interim protections while the City continues to move forward, building on the existing ordinance banning bulk oil terminals. We urge you to continue to lead and carry this work, and maintain the fossil fuel moratorium.

Thank you for your work to protect the health and safety of our community.

Sincerely,

Anna Doty

Fossil Fuel Campaign Manager
Washington Environmental Council

From: [Heidi Cody](#)
To: [City Council](#)
Subject: 5.23.22_HCody_Comments on Fossil Fuel Moratorium
Date: Monday, May 23, 2022 11:27:24 AM
Attachments: [HCody_FFMcomments5.23.22.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.

Good morning,

Attached are my comments on the Fossil Fuel Moratorium extension (item 2) for this evening's (5.23.22) City Council meeting.

Thank you,
Heidi Cody

--

Secret Agent Toothpaste
Sparkle with #climatetoothpaste. I do. climatetoothpaste.com #greennewdeal

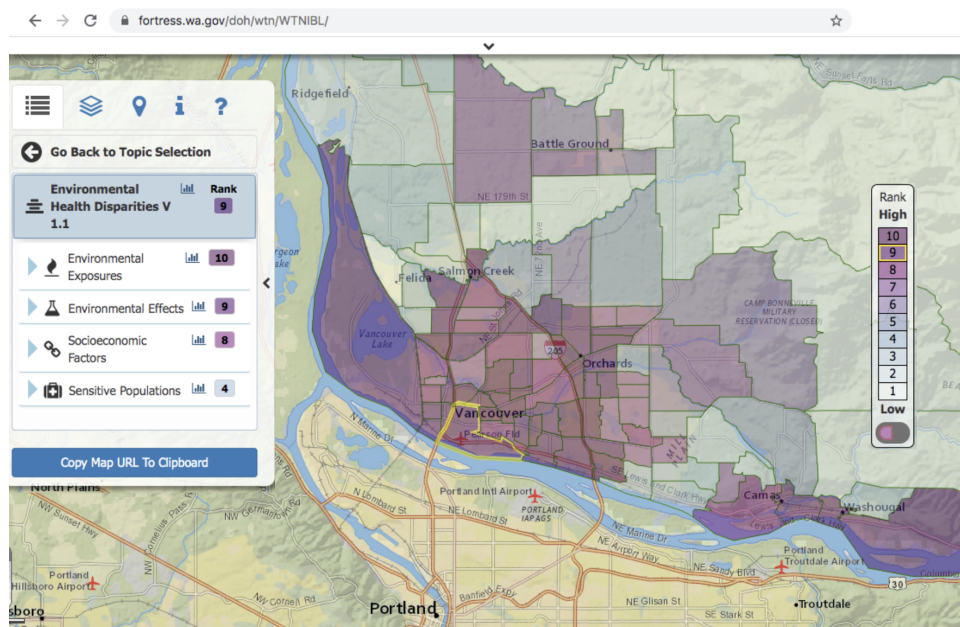
Heidi Cody
Fossil Fuel Moratorium Extension comments
City Council meeting 5.23.22

Good evening everyone. My name is Heidi Cody and I live in Vancouver. I live next to I-205 and Hwy 14, which according to the Washington Health Disparities map, ranks a 9 out of 10 for polluted air. Until recently, I had no idea our air quality was this bad. Vancouver deserves better air quality.

There are some aspects of air pollution that we **can't** control, like the airport. There are some aspects that are **very hard** to control, like highway traffic. But one thing we can control and should continue to limit, is our exposure to fossil fuel infrastructure. Please extend our fossil fuel moratorium until we can turn it into a permanent, defensible ordinance. The moratorium protects our health and safety.

Large-scale fossil fuel projects pollute the air, and are a spill risk. We don't want more large-scale fossil fuel projects here, and we don't want existing projects to expand. I hope the City completes an analysis that shows the environmental justice impacts of new or expanded large-scale fossil fuel projects, which would be in areas already burdened disproportionately by environmental health impacts from pollution. Any expansion of our existing facilities would add to that health burden, and would undermine the City's ambitious "Leading Edge" efforts to address air pollution.

A meaningful fossil fuel ordinance will protect our safety and health, and do so without loopholes. Keep it simple. Expectations about what is allowed need to be clear. Please support an ordinance that 1) prohibits all new large fossil fuel terminals, such as LNG, LPG, coal, or other types of fuels; 2) prohibits the conversion of existing facilities to fossil fuel facilities; 3) prohibits the expansion of storage facilities for large-scale quantities of fossil fuels and 4) prohibits any new bulk fossil fuel facilities above 1 million gallons in volume. Thank you for your consideration.



Neighborhoods surrounding the Port like Fruit Valley, and the I-5 and 205 corridors rank highest in pollution and environmental health impacts. These communities tend to be low income and Black, Indigenous and people of color (BIPOC). Image source: [WA Dept. of Health Disparities Map](#)

From: [Heidi Cody](#)
To: [City Council](#)
Subject: Comments on Early Action Plan for 5.23.22
Date: Monday, May 23, 2022 11:53:18 AM
Attachments: [HCody_DraftEAPcomments5.23.22.rev.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.

Hello,

Attached are my comments for the Community Forum at tonight's meeting 5.23.22

Thank you,
Heidi Cody

--

Secret Agent Toothpaste

Sparkle with #climatetoothpaste. I do. climatetoothpaste.com #greennewdeal

Heidi Cody

City Council Meeting 5/23/22 | Comments on Early Action Plan

Dear Mayor Anne, City Council and Staff,

Thank you all for creating a Climate Priority Resolution and Draft Early Action Plan, and thank you to City Council for choosing the aggressive Leading Edge target of city-wide carbon-neutrality by 2040.

To get to carbon-neutrality in 18 years, we need to act fast and make smart decisions. I have read the latest Draft Climate Action Plan (CAP). Most of it is really good. But there is a glaring issue that can derail the City's decarbonization efforts: Renewable Natural Gas, or RNG in buildings. The Early Action Plan lays the ground-work for the Climate Action Plan, and RNG is mentioned in the Early Action Plan.

Washington updated its building electric codes recently, and the state's move away from gas, and towards building electrification, is underway. The Washington Dept. of Commerce has determined that building electrification is the fastest route to decarbonization. Yet "the purchase/use of renewable natural gas" for municipal buildings is in the Early Action Plan, and "expand participation in (Northwest Natural's) Smart Energy program" is a suggested action for both residential and commercial buildings in our Draft Climate Action Plan. Why? Why would the City Council do anything but choose to decarbonize ASAP, if our goal is an 80% Greenhouse Gas (GHG) emissions reduction in Vancouver by 2030?

You should know, the source project for NWN's RNG tariff program that was approved this March by the Washington Transportation and Utility Commission, is based in Utah. It is doubtful that any of the RNG from this tariff program will get piped to Vancouver. Here's how NWN's RNG program works in Oregon:

"Instead of physically sending RNG to Oregon households, NW Natural earns "renewable thermal credits" from the RNG sold in Nebraska. This scheme is akin to carbon offsets, allowing NW Natural to claim progress on decarbonization even though it continues sending fossil gas to its Oregon customers just as before."

[Oregon Gas Utility Wants to Bill Customers Millions for Executive Bonuses and 'Misleading' Advertising,](#)

Nick Cunningham, DeSmog, May 9, 2022

Offsets in Utah will not effectively reduce the carbon intensity of natural gas in buildings here. How can the City expect to see meaningful GHG reductions from buildings in its next GHG inventory, if it's relying on offsets in Utah? While there are some carbon-reducing uses of RNG (perhaps like the City's proposed RNG wastewater treatment plan), RNG is not a viable large-scale climate or public health solution for buildings.

RNG is a new, untested technology. Emerging energy technologies may sound promising, but the time spent developing them could be crucial time lost. Likewise, the money invested on these fanciful pipe dreams would be far better spent purchasing actual renewable energy, like wind and solar.

I realize that NWN's Smart Energy program is in the CAP, not in the Early Action Plan. But including RNG in the Early Action Plan codifies and tacitly endorses ongoing gas use in our buildings, in our CAP. RNG is a bill of goods that can undermine our CAP. I ask that the City Council push back harder on gas. Please remove Renewable Natural Gas (RNG) from Buildings & Energy in the Early Action Package (p 4, #3 of Attachment A "Early Action Package").

Thank you.

From: [Kimberlee](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, May 23, 2022 12:00:25 PM

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City Council Contact Form

Submitted date: Monday, May 23, 2022 - 12:00pm

Contact Information

First name:

Kimberlee

Last name:

Elbon

Email address:

[REDACTED]

Street address:

[REDACTED]

La Center WA

ZIP code:

98629

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

<https://rumble.com/v15folq-prophets-and-patriots-episode-2-mel-k-the-big-hoax.html>

Prophets and Patriots Episode 2: Mel K: The Big Hoax!

THIS IS TO WATCH and when the time comes for JUSTICE there will be no excuse that You have been made aware of the AGENDAS You FOLLOW and this will hold You liable. You follow an elected mayor that is part head to follow un-American agendas that are not following THE CONSTITUTION and WE THE PEOPLE WILL STOP THIS TYRANNICAL "Local Government" evil agenda 2030 following the ICLE! !\$!\$ STAND UP TO THIS as Your 'loyalty' will not be rewarded in the end. Remember history folks as to what will happen to You if You continue to betray God and His

People ~ I place this on Your individual Spirit AMEN

Upload a file:

From: [Christy](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, May 23, 2022 12:02:46 PM

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City Council Contact Form

Submitted date: Monday, May 23, 2022 - 12:02pm

Contact Information

First name:

Christy

Last name:

S

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98661

Inquiry Information

Subject:

Recipient:

All of Council

Message:

I use the free fridge project. I contribute. It was vital at a point in my life. It's always always clean and I never felt unsafe using it. My kids are learning to share more. It's not an eyesore. Why do we have to defend this so much? Please make time to make appropriate changes that will help us.

Upload a file:

[image.jpg](#)

From: [Delapena, Amanda](#)
To: [Dollar, Sarah](#)
Subject: FW: 2022.05.16 CoV - Council - IBRP - equitable access to design impact materials for Vancouver
Date: Wednesday, May 18, 2022 9:30:29 AM

Hi Sarah,

This email came into the Council inbox late on Monday. Can you please include it with the next batch of written comments you send to the Council?

Amanda Delapena

From: Urbane Streets [REDACTED]
Sent: Monday, May 16, 2022 4:53 PM
To: City Council <council@cityofvancouver.us>
Subject: 2022.05.16 CoV - Council - IBRP - equitable access to design impact materials for Vancouver

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

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For the Council discussion on the IBR update...you may want to ask the question tonight (or soon):

Proposed policy of Council to have IBRP staff prepare renderings equitably...to include northward AND southward viewpoints so that Portland and Vancouver communities can understand the project impacts.

Currently the majority (all?) of views shared with the public are northward. Though southward exist but Cortright (City Observatory) had to use a FOIA to get them to be shared with the public.

- Todd

<https://cityobservatory.org/ten-unanswered-questions-about-the-ibr-boondoggle/>

Source: CITY OBSERVATORY (2022.05.05)

5. What will it look like?

Despite spending more than two and a half years and tens of millions of dollars on designing the project, the IBR has yet to produce any renderings showing what the project would look like to human beings standing on the ground in Vancouver or on Hayden Island. The bridge will be 150 feet tall as it crosses the Columbia

River and will have lengthy approach ramps, and extensive elevated freeway sections over Vancouver and Hayden Island, with substantial visual and noise impacts. But you would never know it from the project's presentations, which if they show the bridge and freeway expansion at all, show it from an aerial view that could be seen only from flights over Portland International Airport. The project's presentation to a [joint legislative committee in April](#) contains no illustrations of what is to be built at all.

City Observatory has obtained, via public records request, the 3D models created by IBR to show the size and location of the proposed I-5 Bridge. The following image shows what the proposed I-5 bridge would look like, compared to the existing bridge. It would be dramatically taller and wider, and would loom over downtown Vancouver. It's relatively easy to produce images showing how the replacement bridge would affect Vancouver. Why hasn't the IBR with its extensive budget produced any such images?



Real Answer: The I-5 replacement bridge and approaches will tower over downtown Vancouver and Hayden Island.

From: [Lanette](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Wednesday, May 18, 2022 9:43:02 PM

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City Council Contact Form

Submitted date: Wednesday, May 18, 2022 - 9:42pm

Contact Information

First name:

Lanette

Last name:

Pieterse

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98661

Inquiry Information

Subject:

Recipient:

All of Council

Message:

I would just like to take a moment to share with you the full support that myself and my family have for Vancouver Free Fridges. I live walking distance to the one on Grand Blvd and have shared food there whenever possible, it's always been kept in great order and it's clear much effort is put into maintaining these spaces.

It is my sincere hope that we as citizens of Vancouver continue to value mutual aid and expand our ways as to how we love and support each other.

Please support Vancouver Free Fridge and the incredible work they do and the opportunity they give us as community members to take care of our neighbors in a safe and dignified ways.

Thank you

Upload a file:

From: [Ben](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, May 19, 2022 12:16:56 PM

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City Council Contact Form

Submitted date: Thursday, May 19, 2022 - 12:16pm

Contact Information

First name:

Ben

Last name:

Faulkinberry

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98661

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Greetings,

I am writing to express support of Vancouver Free Fridges.

I urge stakeholders to consider food scarcity and access to nutrition as public health issues in the upcoming meeting regarding codes and policies affecting Vancouver Free Fridge.

The free fridge model should exist alongside other institutions that address community nutrition such as the food bank, 'food stamps', etc.

I urge you to ease zoning rules to allow further expansion of free fridges in our community. Additionally I urge the health department to consider finding a balance between food safety and food security, through the free fridge model, in our community.

I live near and have visited the Grand blvd location multiple times. The site is kept clean and the temperatures kept by the appliances have been appropriate.

Please support continued operation and expansion of this ZERO PUBLIC COST answer to food insecurity in Vancouver.

Thank you

Upload a file:

From: [Lurana](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, May 19, 2022 3:04:22 PM

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City Council Contact Form

Submitted date: Thursday, May 19, 2022 - 3:04pm

Contact Information

First name:

Lurana

Last name:

Crowley

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98661

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Hi Vancouver City Council,

I am writing in support of the Vancouver Free Fridge project. I am a new volunteer to their organization and I most often maintain the Grand Blvd. location. Vancouver Free Fridge is an impeccably maintained community resource that I love to give my time to. I have worked in the restaurant industry for years and I have rarely seen the level of cleanliness and organization maintained at the Free Fridges. I am an engineering student at WSU Vancouver and helping to maintain the Free Fridge is my small way of giving back to my community.

Thanks so much for your continued support for this project, it means a lot to me that this project continue to thrive in our city.

Best,
Lurana Crowley
Upload a file:

From: [Katrina](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, May 19, 2022 4:06:59 PM

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City Council Contact Form

Submitted date: Thursday, May 19, 2022 - 4:06pm

Contact Information

First name:

Katrina

Last name:

Wheeler

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98665

Inquiry Information

Subject:

Recipient:

All of Council

Message:

I am reaching out in support of the Vancouver Free Fridge. This is a much needed resource for the community, and the team that maintains the fridge does a wonderful job of keeping it food safety friendly.

Upload a file:

From: [Megan](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, May 19, 2022 5:08:27 PM

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City Council Contact Form

Submitted date: Thursday, May 19, 2022 - 5:08pm

Contact Information

First name:

Megan

Last name:

Johnson

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98682

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Hello,

I'm writing today in support of the Vancouver Free Fridge project. I have been on both sides of their grassroots organization in both needing to acquire food and being able to donate food to those in need. These fridges allow folks to access good, healthy food without the shame or barriers that traditional food pantries come with using. Not once have I experienced any health risks or food safety issues when picking up or dropping off food at any of their current locations. I wholeheartedly believe that this project should be able to get the permits needed to be accessible to all folks who may need to use them. There are many hungry people in our county and to deny them a safe, fair, equitable

way to get food from their community seems cruel. Please consider the rule change to help out the very same people you claim to represent and want to lead. -Megan Johnson

Upload a file:

From: [Jim](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, May 19, 2022 6:56:44 PM

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City Council Contact Form

Submitted date: Thursday, May 19, 2022 - 6:56pm

Contact Information

First name:

Jim

Last name:

Luce

Email address:

[REDACTED]

[REDACTED]

ZIP code:

98661

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Last Monday during Council comments I chose not to speak.
Instead, I offer written comments on the City's supplemental budget.

Crime, addiction, homelessness, and mental health. All are interconnected. All seemingly intractable.
A gordian knot.

In my and others' opinions these areas are – or should be – the highest priority for our City policy.
And policy should drive spending priorities.

I know that "Safe Stay" and "Safe Park" receive funding. And that funding has been set aside for hiring additional law enforcement. But I have not dissected the supplemental budget to see what additional funds are allocated for these area. Bottom line: More spending there, and "on the ground" should be the highest priority.

In this context, I hope staff will annotate where in the supplemental budget the public can specifically see spending on these priorities.

In that vein, I also request:

That if supplemental budget funds are not "use it or lose it" put some funds in a "lock box." Just because we have the money does not mean we have to spend it. Taxes are high and going higher because of many measures voters have approved.

With respect to "homelessness." I know the "County has the lead" by RCW, although the City could assume the lead if it chose to do so. You will hopefully keep that option open.

While I applaud your continued participation in the "Homeless Plan" and the "Homeless Council" discussions, but the dysfunction and polarization demonstrated in those meetings is beyond disappointing.

Having said that, a brief comment on neighborhood crime, low level, including burglary and car theft.

It is rampant in many of our neighborhoods. And the fact that it is not shown on the City's crime map gives a misleading picture.

Our own "Heights" neighborhood "Crime Map" shows only one assault, no car thefts, or burglaries. Yet I have very good reason to believe at least 8 have recently occurred. You only need to look at the "Next Door" web site to confirm this.

I know you are trying to do the best you can in these areas. My comments are intended to support you. And I want to thank our Vancouver public safety officers for their continued commitment, with a shout out to Corporal Metevia, our Neighborhood Association liaison

Upload a file:

From: [Den Mark](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Saturday, May 21, 2022 12:06:58 PM

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City Council Contact Form

Submitted date: Saturday, May 21, 2022 - 12:06pm

Contact Information

First name:

Den Mark

Last name:

Wichar

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98660

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

In 2000, my Green friends and i pioneered the "free speech zone" outside Farmers' Market. Over the years, the zone has been challenged in various ways. Today i set up in the zone, and realized once again that currently, i might as well be on the moon. The market has turned its back on the zone. I'm not the only one who feels that coldness. Nobody sets up anymore. (Only exception is the evangelist group that wanders around, sets up loudspeaker, interrupts people, hands out literature within the market, and generally annoys people.) The zone has been killed. It makes me sad. The market is fun for things to eat and collect, but it should also be a marketplace of ideas. I've been to markets in other states which effect that. VFM is the only real gathering place in the city. In the past, i've voluntarily collected thousands of signatures for many initiatives, most of which have advanced to

become law. Such signature gathering is not possible anymore. I'm more than s ad.

Upload a file:

From: [Den Mark](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Saturday, May 21, 2022 12:32:56 PM

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City Council Contact Form

Submitted date: Saturday, May 21, 2022 - 12:32pm

Contact Information

First name:

Den Mark

Last name:

Wichar

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98660

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Please do NOT believe anything told to you by Northwest "Natural" about "natural" gas, i.e., methane. Their spin disqualifies them from having anything worthy to hear. And note their pending rate increase, for the wrong reasons.

<https://oregoncub.org/news/blog/action-alert-public-hearing-allows-comments-for-nw-naturals-general-rate-case/2495/>

Upload a file:

From: [Sydney](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Saturday, May 21, 2022 1:52:43 PM

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City Council Contact Form

Submitted date: Saturday, May 21, 2022 - 1:52pm

Contact Information

First name:

Sydney

Last name:

Brahmavar

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98685

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I am writing to show my support for the Vancouver free fridge program. This program tackles two primary issues in our community, climate change and food scarcity.

The program is community maintained and supported, and fills the void that is left by food pantries in our community. The fact that they are open 24 hours a day means nutrition is accessible to the maximum amount of people. Not everyone needs food assistance every month or is familiar with food banks or their schedules. This allows someone who is simply short a few bucks to grab something for dinner on the way home from work.

The program maintains strict maintenance and safety protocols, and often those who utilize the system are also those who maintain the system. The safety is inherent in the design.

As a community college instructor I see my students utilize the system on a weekly basis. During Covid when many of our support systems close down Vancouver free fridge stepped up. Where my students used to be able to utilize the penguin pantry for a quick lunch or food to take home to make dinner for themselves and their family, the pantry now operates more like a food bank with only monthly box delivery. Without Vancouver free fridge many of my students and many in the community would go hungry. I don't know about you, but I'm not very kind when I'm hungry. I also do not learn well when I'm hungry. I do not sleep well if I'm hungry. I do not want to live in a community where hunger is condoned and excepted by the community at large.

Another undervalued aspect of the free fridge is the fact that it reduces food waste in our community. This goes along way to tackle our climate goals. If the city really wanted to be a leader, they would help facilitate a partnership between grocery stores and restaurants to reduce food waste and distribute it to the community in this manner. Accessible, safe nourishment for all is a human right.

I hope the city Council rise to the occasion and allows Vancouver free fridge to continue to serve our community. If anyone has concerns about cleanliness and maintenance of these fridge locations, I encourage them to visit and please bring a donation.

Sydney Brahmavar

Upload a file:

From: [Ameet](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Saturday, May 21, 2022 1:57:11 PM

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City Council Contact Form

Submitted date: Saturday, May 21, 2022 - 1:57pm

Contact Information

First name:

Ameet

Last name:

Brahmavar

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98685

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I am writing to show my support for the Vancouver free fridge program. This program tackles two primary issues in our community, climate change and food scarcity.

The program is community maintained and supported, and fills the void that is left by food pantries in our community. The fact that they are open 24 hours a day means nutrition is accessible to the maximum amount of people. Not everyone needs food assistance every month or is familiar with food banks or their schedules. This allows someone who is simply short a few bucks to grab something for dinner on the way home from work.

The program maintains strict maintenance and safety protocols, and often those who utilize the system are also those who maintain the system. The safety is inherent in the design.

I don't know about you, but I'm not very kind when I'm hungry. I also do not learn well when I'm hungry. I do not sleep well if I'm hungry. I do not want to live in a community where hunger is condoned and excepted by the community at large.

Another undervalued aspect of the free fridge is the fact that it reduces food waste in our community. This goes along way to tackle our climate goals. If the city really wanted to be a leader, they would help facilitate a partnership between grocery stores and restaurants to reduce food waste and distribute it to the community in this manner. Accessible, safe nourishment for all is a human right.

I hope the city Council rise to the occasion and allows Vancouver free fridge to continue to serve our community. If anyone has concerns about cleanliness and maintenance of these fridge locations, I encourage them to visit and please bring a donation.

Ameet

Upload a file:

From: [PETER DUBOIS](#)
To: [City Council](#); [City Council](#); [City Council](#); [City Council](#); [City Council](#); [City Council](#); [City Council](#)
Cc: [Peck, Kerry](#); [PETER DUBOIS](#)
Subject: Subject: Climate action ban 2 stroke leaf blowers
Date: Saturday, May 21, 2022 5:35:37 PM
Attachments: [IMG_8457\[1\].MOV](#)

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 honorable City Council members,

I was not allowed to upload a .mov file using the City webpage and have adhered to the 10MB limit and hope you will view this 3 second clip of a common occurrence in the Shumway neighborhood of leaf blowing in the springtime.

My main concern is about the emissions from the 2-stroke leaf blower which I estimate at 10 hours per week 52 weeks a year. I can understand the desire for an immaculate parking lot and this is where education could play a role but more likely policy is needed to restrict / ban 2-stroke leaf blowers as part of the City's efforts to do what it can locally to combat climate change.

Some cities such as Montclair, New Jersey, and Burlington, Vermont, have implemented seasonal bans on the use of gas-powered leaf blowers. Last year, lawmakers in Illinois introduced a bill that would ban the use or sale of gas-powered leaf blowers. New York also has introduced a similar bill.

A 2011 study by Edmunds found that hydrocarbon emissions from a half-hour of yard work with the two-stroke leaf blower are about the same as a 3,900-mile drive from Texas to Alaska in a Ford F-150 SVT Raptor.

The two-stroke engine found in most consumer gas-powered leaf blowers combines oil and gas in a single chamber, which gives the machine more power while remaining light enough to carry. That design also means that it is very loud, and that as much as a third of the fuel is spewed into the air as unburned aerosol. Some produce more than 100 decibels of low-frequency, wall-penetrating sound.

Not only will our neighborhoods be quieter but the air will be cleaner. I hope you consider this as a potential small win to begin down the path of meaningful change to make our City of Vancouver a leader in addressing climate change mitigation and adaptation.

Sincerely,
Peter DuBois



From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Fossil Fuel Moratorium
Date: Monday, May 23, 2022 11:10:59 AM
Attachments: [image001.png](#)

Council comment.

Practice Kindess,

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON

City Manager's Office

P: (360) 487-8607

www.cityofvancouver.us

[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

From: Mike Ellison [REDACTED]
Sent: Monday, May 23, 2022 10:46 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Fossil Fuel Moratorium

You don't often get email from 3heartmike@centurylink.net. [Learn why this is important](#)

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

City Council members and staff,

I am writing to express my support for extending Vancouver's current Fossil Fuel Facility Moratorium for six months as per your Consent Agenda Item 2 in tonight's meeting agenda. I believe that the advantages of the extension in Staff Report 067-22 far outweigh the disadvantage noted there. In particular, I agree that land use decisions will need to be aligned with the ambitious goals of the Climate Action Plan to ensure we can reach those goals.

I moved to Vancouver when I was 6 months old and have lived Vancouver nearly all of my life. I love this place and community and want my children to be able to enjoy it as much as I have. Climate change clearly threatens that. Our hope is in greatly reducing C emissions, chiefly through our reliance on fossil fuels. I am heartened that you are considering ambitious emission reduction goals. I am convinced by the science that those goals must be met. Thank you for your work on behalf of our community.

Sincerely,

Mike Ellison



Vancouver, WA 98663



From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: My Comments for May 23rd City Council meeting - Item #2 (Fossil Fuel Moratorium), and Community Forum (re: Climate Priority Resolution and Early Action Plan)
Date: Monday, May 23, 2022 11:54:09 AM
Attachments: [2022-05-23 City of Vancouver First Reading Fossil Fuel Moratorium.pdf](#)
[2022-05-23 City of Vancouver Community Forum.pdf](#)
[image001.png](#)

Practice Kindess,

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

From: Cathryn Chudy [REDACTED]
Sent: Monday, May 23, 2022 11:47 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: My Comments for May 23rd City Council meeting - Item #2 (Fossil Fuel Moratorium), and Community Forum (re: Climate Priority Resolution and Early Action Plan)

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 comments are attached:

One pdf for Item #2 - Fossil Fuel Moratorium Extension

One pdf for the Community Forum - on the Climate Priority Resolution and Early Action Plan

To: Vancouver City Council and Staff
Community Forum/May 23, 2022/Cathryn Chudy

Last week's Climate Strategy Review workshop previewed the Climate Priority Resolution and Early Action Plan that will be on next week's City Council agenda for adoption.

Thank you for moving forward with a Resolution to prioritize climate action protections and equity considerations centered throughout our city's operations, starting with adopting ambitious overall goals to reduce municipal and community wide greenhouse gas emissions. I support an Early Action Package to "jump start the greenhouse gas emissions reductions from municipal sources and lay the groundwork for implementation of the full Climate Action Plan" in August.

The intent of this work, as stated in the Resolution, is "to shift Vancouver towards carbon neutrality and increased community resilience" in the face of escalating impacts of catastrophic climate change that we are already experiencing here in our city and community. This effort involves balancing many voices and perspectives, and selecting the most impactful and feasible actions to ensure that Vancouver pursues an equitable clean energy economy that eliminates fossil fuels from the equation, since these are the major drivers of the harmful emissions Vancouver seeks to reduce as soon as possible for our community's health, safety and well being.

The Early Action Package under consideration to be adopted at the June 6th Council meeting can be made stronger with several adjustments:

The 2023 legislative session and biennial budget work can be a vehicle for developing citywide priorities for implementing the Climate Action Plan, so add a near term action for developing those priorities now in order to best position Vancouver for investments moving forward.

Ensure that the Early Action Package does not put into policy reference to "renewable natural gas" since this is a gas industry product whose inherent cost, availability and feasibility barriers rule it out as an early action that can meaningfully "decarbonize" and eliminate the continued use of fossil fuels in our buildings.

Show that you are listening to expressed community concerns by adding a near term action of maximizing existing tree canopy and minimizing natural vegetation disturbance as part of Vancouver's commitment to improving carbon sequestration in natural systems, for a healthier and more liveable community environment.

Strengthen the Early Action Governance provisions by incorporating more specific approaches for engaging and prioritizing overburdened and underserved communities in this ongoing Climate Action work.

To: Vancouver City Council and Staff

First Reading: Fossil Fuel Moratorium Extension/May 23, 2022/Cathryn Chudy

Fossil Fuel Moratorium

I have been supporting the Fossil Fuel Moratorium since it was introduced in June of 2020, and appreciate that our City Council's wise decision to put the Moratorium in place back then has protected our city and community's health and safety from new or expanded large scale fossil fuel infrastructure threats during this time. The underlying reasons for this updated ordinance to be put in place remain compelling.

The pollution and safety risks that come with new or expanded fossil fuel infrastructure have environmental justice implications given the stark and troubling health disparities that exist in Vancouver. It is clear that new or expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from the facilities in operation now. The existing ordinance, in place since 2016 has served our community by protecting it from bulk oil infrastructure threats and was rooted in Vancouver's clear choice to turn away from the siren call of a fossil fuel facility that would have profited few while putting the rest of us at risk. Our community deserves the same protection from other forms of bulk fossil fuel infrastructure.

We know that permitting processes for new or expanded fossil fuel facilities can be divisive and resource intensive. We have seen with multiple extensions that time and resources that could otherwise be allocated to essential city initiatives are being employed with this work, and a completed, strong and protective policy will free time and resources for that other essential work.

It is time for this significant ordinance work to move forward and be completed as soon as possible. This can be accomplished by keeping the focus squarely on health and safety, keeping it simple by banning new or expanded bulk fossil fuel facilities without additional allowances that would complicate the code with loopholes that would weaken the ordinance, and clearly defining the ordinance's prohibition on the bulk fossil fuels that pose health and safety risks for Vancouver like LNG, LPG, coal and other forms of methane, propane and butane.

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Fossil Fuel Facility Moratorium
Date: Monday, May 23, 2022 12:00:53 PM
Attachments: [Outlook-m3d0oulw.png](#)
[image001.png](#)

Practice Kindess,

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

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From: Denis Markian Wichar [REDACTED]
Sent: Monday, May 23, 2022 11:59 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Fossil Fuel Facility Moratorium

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

Please extend the fossil fuel Facility Moratorium. Thank you.

Den Mark Wichar 

Grandson of Ukraine

Hough

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(/FEED)

*File to
Public Record
May 16, '22*

(Photo/Jan Hendrik via Shutterstock)

(https://s3.amazonaws.com/images.gearjunkie.com/uploads/2022/03/shutterstock_1639816249d-2400x1600.jpg)

Washington State Signs Nation's Earliest Gas Car Ban Into Law

March 31, 2022 | By [Sam Anderson](https://gearjunkie.com/author/sanderson) (https://gearjunkie.com/author/sanderson)

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The United States' earliest ban on non-electric-powered cars became law in Washington state last week. Gas cars after model year 2030 will not be allowed in the state.

Amid a flurry of signings that started on March 25, Washington Governor Jay Inslee made the state the earliest in the U.S. to ban gas engine cars.

The measure, called HB 1204 or "Clean Cars 2030," bans the sale, purchase, or registration of any non-electric vehicle with the model year of 2030 or later. Thus, it even applies to cars purchased out of state and brought to Washington for registration.

In an important distinction, the state will allow more than just battery-electric vehicles. Any electric-powered vehicle will qualify. For instance, **[fuel-cell vehicles \(https://gearjunkie.com/motors/chevrolet-silverado-zh2-hydrogen-fuel-cell-pickup\)](https://gearjunkie.com/motors/chevrolet-silverado-zh2-hydrogen-fuel-cell-pickup)**, which draw power from an electric motor connected to a fuel cell rather than a battery, will be allowed.

Previously, Massachusetts and California planned the earliest gas-engine car bans in the U.S. Now, Washington leaves the two states' 2035 targets in the rearview.

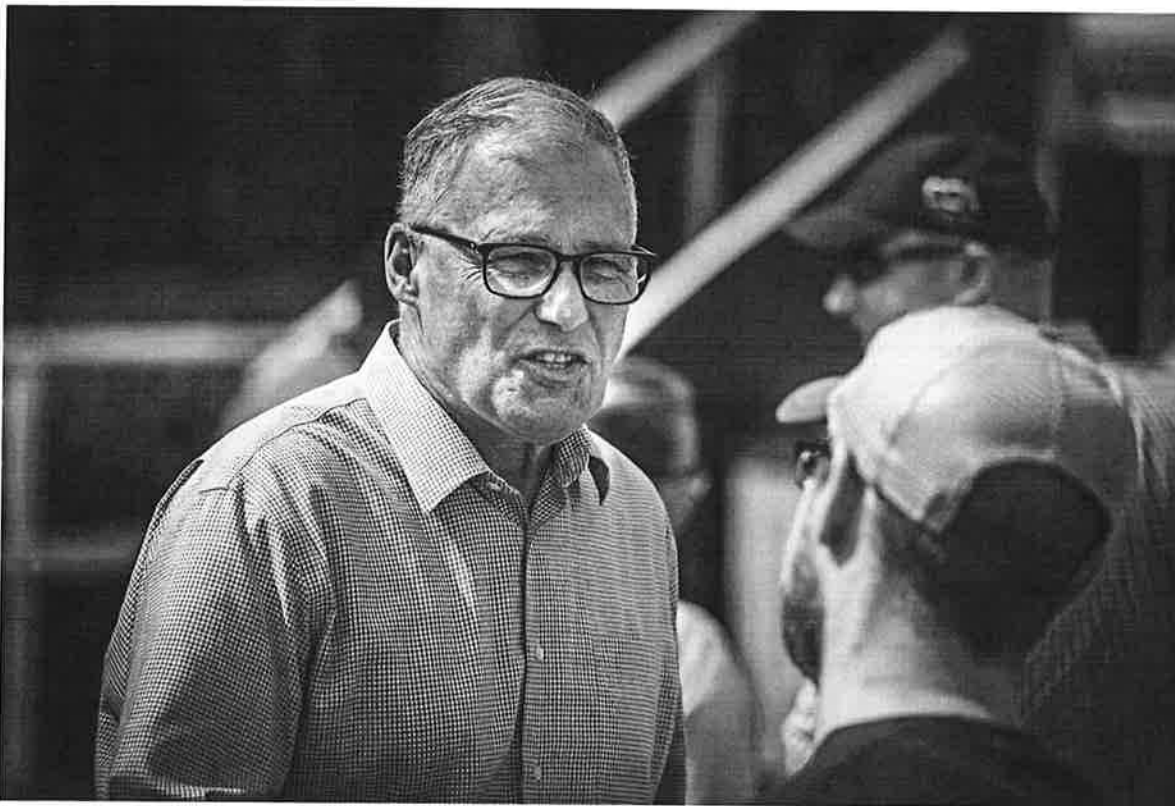
The measure was part of a \$17 billion docket of transportation and climate initiatives called **[Move Ahead Washington \(https://housedemocrats.wa.gov/blog/2022/02/08/move-ahead-washington/\)](https://housedemocrats.wa.gov/blog/2022/02/08/move-ahead-washington/)**.

Legislative Challenges and Timeline

Washington is also the first state to pass a gas-engine car ban without an executive order. But HB 1204's path to becoming the law of the Evergreen State was not straightforward.

Washington Representative Nicole Macri first introduced the Clean Cars bill in 2020. The state legislature approved it in April 2021. However, the margins were narrow. The Senate passed it 25-23. Then, the house of representatives split 54-43.

A month later, Governor Inslee vetoed it. But, according to him, it was not because he didn't think it should become law.



(https://s3.amazonaws.com/images.gearjunkie.com/uploads/2022/03/1280px-Jay_Inslee_48507998786.jpg)

Washington Governor Jay Inslee in 2019; (photo/Phil Roeder via Wiki Commons)

While drafting Move Ahead Washington, legislators added an amendment that tied Clean Cars 2030's goal to a road usage fee in Washington. The amendment stipulated that the EV guidelines would not take effect until the usage fee applied to 75% of all cars in the state.

Inslee decided that the gas car ban superseded the usage fee as a priority, not the other way around.

"Transportation is our state's greatest source of carbon emissions, and

We cannot afford to link an important goal like getting to 100% zero-emission vehicles to a separate policy that will take time to design and implement," **the governor stated (<https://electrek.co/2021/05/13/wa-gov-inslee-vetoes-2030-gas-car-ban-citing-road-usage-fee-concerns/?msclkid=a9dd4b61b07611ecb70974f4ccc046a3>)**.

He then added that he was "committed to getting to zero-emission transportation as quickly as possible."

He wasn't the only one with that conviction. Research commissioned by Coltura and conducted by Yale University, George Mason University, and Climate Nexus found 55% of voters in the U.S. support a full phaseout of gasoline cars starting in 2030.

Macri spoke about the benefits such a phaseout would provide her constituents in a prepared statement.

"Clean Cars 2030 puts Washington on the road to powering its vehicles with cheap, clean, renewable electricity produced in-state and reduces the threat that oil and gasoline pose to our air, water, health, and economy," **she said (<https://gmauthority.com/blog/2022/03/state-of-washington-to-ban-gas-powered-vehicles-by-2030/?msclkid=a8565790b07411ec89ac59166332b668>)**.

'Clean Cars 2030' Focuses on Economy

It probably wasn't an accident that Macri anchored her statement with economic benefits. The bill itself focuses on the economic — rather than environmental — utility of EV infrastructure. Electrek reported that the bill's writers "took steps to avoid potential future legal challenge" by drawing the attention away from emissions. Instead, it highlights other benefits of EVs like lower ownership costs, local job creation from charging infrastructure, etc.

Proof of concept will come down to collaboration between public and private entities in Washington. With the same pen stroke that ratified Clean Cars 2030 into law, Inslee established an interagency council. And he tasked it with generating a plan to achieve the target date.

State legislators hope the bill will "spur public and private investment" in EVs and ultimately kill two birds with one stone. The plan, they say, seeks to help Washingtonians save money on car expenses like fuel and maintenance while enjoying cleaner air and water.

Washington State Signs Nation's Earliest Gas Car Ban Into Law | Gearjunkie.com
(<https://gearjunkie.com/news/starbucks-volvo-charging-network?sce=post-related-link>)
(<https://gearjunkie.com/news/starbucks-volvo-charging-network?sce=post-related-link>)

Venti Voltage: Starbucks, Volvo Plan Multistate EV Charging Network

Volvo and Starbucks are building a five-state, 60-charger network from Seattle to Denver to help drivers perk up and plug in. [Read more...](#)

(<https://gearjunkie.com/news/starbucks-volvo-charging-network?sce=post-related-link>)

Following Washington's example, the **Rhode Island legislature** (<https://www.theautochannel.com/news/2022/03/08/1115255-rhode-island-bill-creates-roadmap-to-advance-future-electric-transportation.html?msclkid=2fb16808b10011eca9b39500ffbc091e>) introduced a bill in March to advance EV infrastructure to meet its greenhouse gas goals by 2030.

Elsewhere, Canada's federal government said it will outlaw new gasoline and diesel vehicle sales by 2035. And the **Biden administration** (<https://www.whitehouse.gov/briefing-room/statements-releases/2021/08/05/fact-sheet-president-biden-announces-steps-to-drive-american-leadership-forward-on-clean-cars-and-trucks/>) has set a target of achieving a 50% EV market share in the U.S. by 2030.

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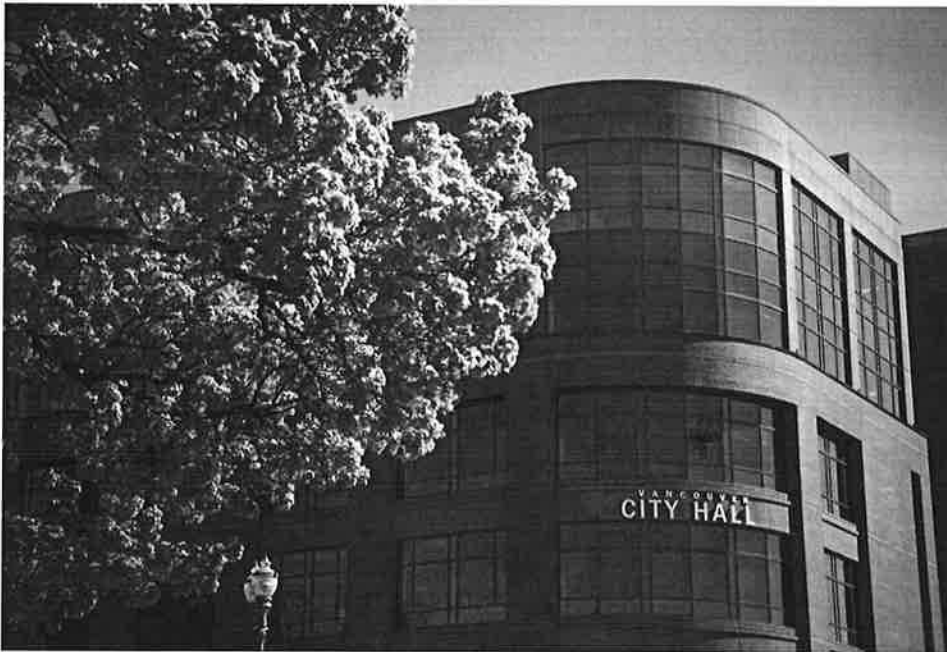
City of Vancouver's 'aggressive' climate plan moves forward

'Already, the science is starting to shift and say that 2050 is too late, and we need to be moving faster than that'

By [Lauren Ellenbecker](#), Columbian staff writer

Published: March 8, 2022, 3:31pm

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Vancouver City Hall (The Columbian files)

The city of Vancouver is still persistently inching toward its “leading edge” efforts of achieving carbon neutrality by 2040, an aggressive timeline that sets itself apart from other ecologically progressive cities combating climate change.

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Cascadia Consulting Group. So far, the city has advanced 12 of its 13 action items — with many of them anticipated to be complete by the end of the year.

“Already, the science is starting to shift and say that 2050 is too late, and we need to be moving faster than that,” said Aaron Lande, Vancouver’s policy and program manager. “You’ll see that we’ve laid out a very aggressive pathway to get there.”

This preliminary approach is an ambitious target and reflects a sense of immediacy as outcomes of climate change are becoming clearer. Still, counselors emphasized the need to craft thorough strategies to avoid reaching reactionary conclusions.

“How are we not positioning ourselves to be reactive? We can talk big scale macro, but (we need) something that us and the public can wrap their hands (around) to see something tangible,” Councilor Diana Perez said.

Councilors and staff also emphasized the importance of viewing the plan with a pragmatic lens – and a price estimate.

“We need to have realistic conversations about the cost of these actions, and we need to make sure that actions we implement are going to be equitable,” said Rebecca Small, Vancouver’s senior policy analyst.

The next workshop to assess the refined plan and cost model is scheduled for April 25 where city leaders are expected to solidify policy tools. The climate strategy is expected to formally pass in June.

Vancouver: the paragon of squashing pollution?

Before the city council agreed to its current timeline, city documents outlined the effort required to maintain its environmental goal. According to previous reporting by The Columbian, reaching carbon neutrality by 2050 was considered its “stretch” target, whereas 2045 was “bold” and 2040 was “leading edge.”

Vancouver’s goal of completely reducing its carbon emissions by 2040 outpaces other cities both big and small. For example, [Seattle](#) is set to completely diminish carbon pollution by 2050 and [Bend, Ore.](#), aims to reduce fossil fuel use by 70 percent the same year.

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If the city is going to achieve its goal, however, city staff and the council must meet more frequently to assess its progress, Lande said. As environmental conditions change and new technologies develop, the conversation must evolve alongside it.

“We did our first inventory 10 plus years ago, and that’s not going to happen going forward,” he continued. “Let’s make some more changes and keep moving in that direction. Now we have our goal – we have our North Star.”

The aggressive green strategy

The bundle of environmentally savvy items ranges from transportation and land use, buildings and energy, and preserving natural resources. Key strategies would reduce building energy demands and switch to low-carbon power resources, revise land use to provide affordable and sustainable housing, increase pedestrian transit, decrease the need for driving and improve green spaces for carbon sequestration.

Many of the proposed ideas require efforts to be enforced on a municipal level. Suggested policy tools would require the city to create mandates for new construction and energy conversion in existing buildings, invest in renewable fuel infrastructure and increase city density through up-zoning.

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- Buildings and energy: Four items assess the development and expansion on green energy use in buildings and city operations.
- Transportation and land use: Three actions address the replacement of city fleets with electric options or using eco-friendlier fuels.
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guidance in large projects such as the Interstate Bridge Replacement Program.

Foreseen federal and state regulations will lessen the increase of pollution, Small said, but Vancouver's goals depend on commercial and community involvement.

As COVID-19 restrictions ease, there will be more community roundtables and outreach focused on addressing equity. Considering how low-income families, those with adverse health conditions or homeless people face the brunt of climate change is paramount in establishing future measures, she added.

"As we pursue that goal (of carbon neutrality), we'll look to balance the impacts of the economy, how we achieve appropriate and context sensitive density and how we invest in mobility," City Manager Eric Holmes said.

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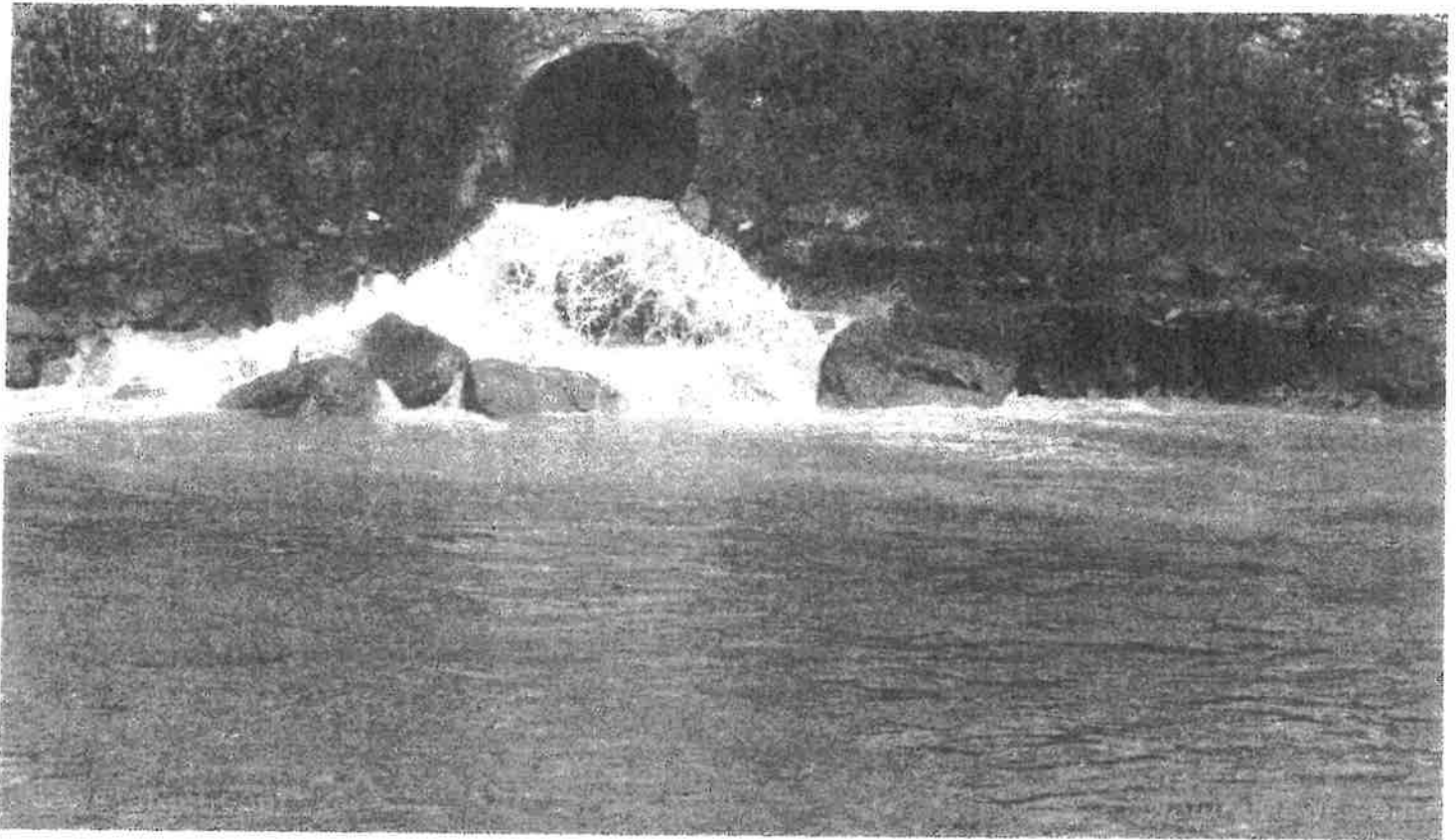
GeoengineeringWatch.org

"Composting" dead humans creates bio-goo that gets flushed down sewage pipes, turned into biosludge, then deposited on crops

Public Record

Thursday, November 21, 2019 by: Ethan Huff

Tags: badfood, badhealth, badpollution, bio-goo, Biosludge, crops, Ecology, environ, environment, fertilizer, food supply, human composting, human remains, junk science, sewage sludge, toxic ingredients, Washington



(Natural News) Washington state is on the verge of legalizing the "composting" of human remains, which advocates say will create a new source of "organic fertilizer" for food crops. But this so-called "organic fertilizer" is actually a toxic and just plain disgusting bio-goo that will easily make its way into sewage systems, only to be "recycled" and turned into toxic biosludge.

With a bipartisan majority, legislators in Washington were able to pass Bill 5001, entitled, "Concerning human remains," that, effective May 1, 2020, will open the floodgates for dead humans to be turned into crop "food" – something that supporters of the idea say will make the state more "sustainable" and "green."

Wes McMahan, a retired cardiovascular intensive-care nurse, reportedly testified in favor of the bill, which awaits the signature of Governor Jay Inslee. Should Bill 5001 be signed into law as some expect, McMahan will finally get his wish to be turned into growing soil when he dies.

"When I'm done with this body that served me very well for the past 64 years, do I want to poison it with formaldehyde and other embalming chemicals? No," McMahan is quoted as saying to *The Seattle Times*.

"Burned? Not my first choice. But what about all the bacteria I've worked with so long in this body – do I want to give them a chance to do what they do naturally? I believe in doing things as naturally as possible."

For more related news, be sure to check out FoodSupply.news.

Dead human “sludge” can’t be organic if it’s loaded with pesticides, pharmaceuticals, and other chemicals

The only problem is that most people’s bodies, especially in America today, are *loaded* with toxic chemicals that, formaldehyde or not, will be left over in composted bio-goo – chemicals that are pulverized and incinerated during traditional cremation.

This new “liquid” cremation method preserves not only the “nutrients” in dead people’s bodies, but also anything else that’s accumulated over time – think chemical pesticides and herbicides, pharmaceuticals, dioxins, fire-retardant chemicals, and pretty much anything else you can imagine.

No mention is made in Bill 5001 about these toxins and how they’ll impact not only water supplies, but also the soils into which they’re deposited. Will any efforts be made to “purify” liquid cremated remains? The answer is: probably not.

According to the findings of a 2001 study published in *The Canadian Journal of Infectious Diseases*, biosludge without human compost is already a toxic stew of pathogens, heavy metals, and “environmentally persistent chemicals such as polychlorinated biphenyls and dioxins.”

All of these poisons are right now being dumped on crop land across the United States – and most Americans don’t even know this is happening – and now legislators want to add dead bodies into the mix.

All of this and more is covered in the groundbreaking film *Biosludged*, which you can learn more about at [this link](#).

“*Biosludged* reveals how the EPA is committing science fraud to allow the ongoing poisoning of our world with toxic sewage sludge that’s being spread on food crops. The criminality and fraud of what’s exposed in this film is truly mind-blowing,” says Mike Adams, the Health Ranger.

“The film also features many other scientists, researchers and citizen activists who are all working to shine the light on the grotesque practice of cities spreading toxic sewage sludge on farms, crop lands, city parks and forests.”

You can watch *Biosludged* in its entirety for *free* at [BrighteonFilms.com](#).

There are also many additional articles and feature pieces at [NaturalNews.com](#) where you can learn more about biosludge, how it came to be, and where it’s all headed next now that human compost is being pushed as a “solution” to traditional burial or cremation.

Sources for this article include:

[WND.com](#)

[SeattleTimes.com](#)

[NaturalNews.com](#)

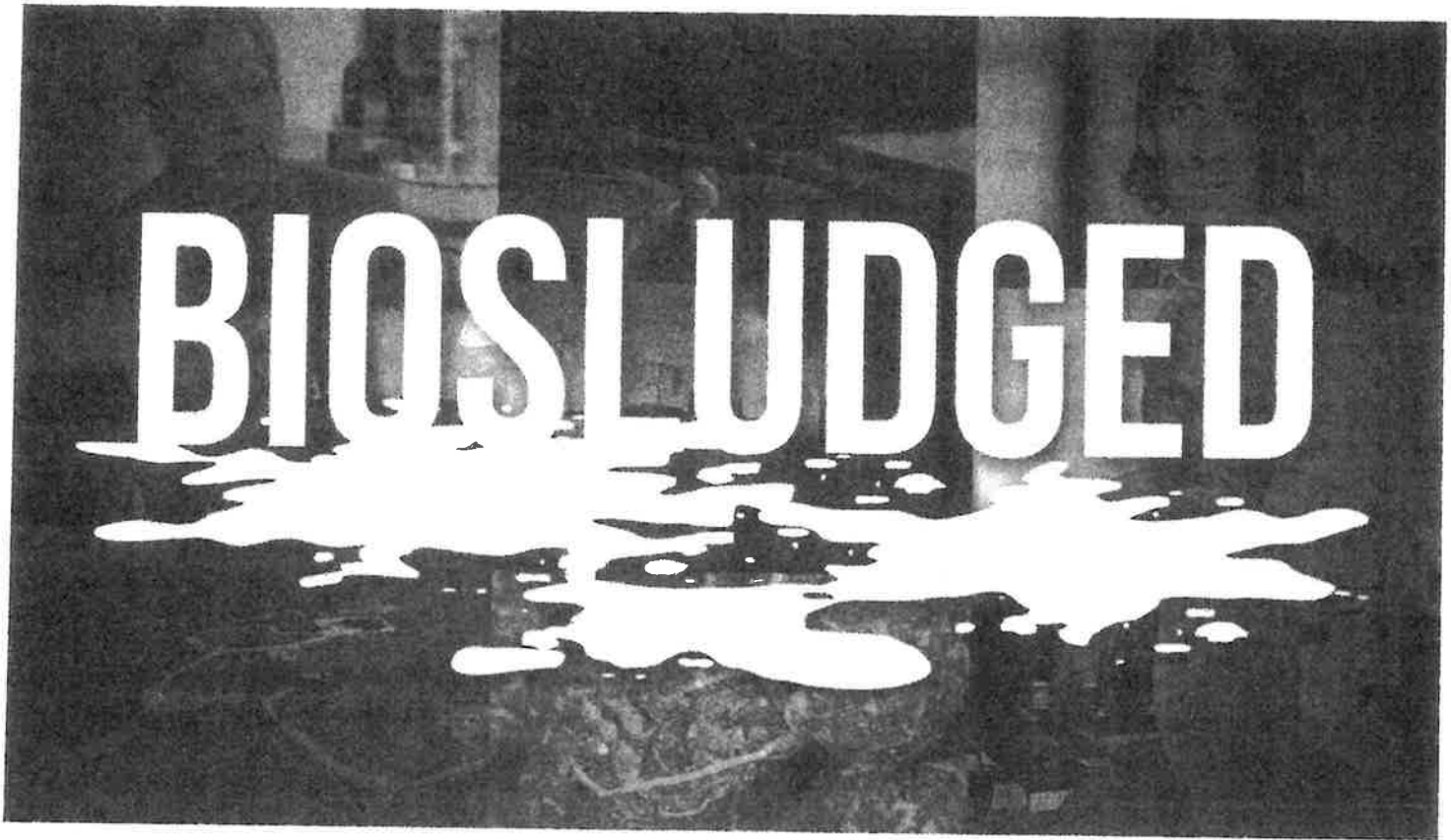
[NaturalNews.com](#)

[BrighteonFilms.com](#)

Sewage sludge industry panics as Biosludged movie files posted for immediate downloading and sharing... get the files here

Thursday, November 29, 2018 by: Mike Adams

Tags: badfood, badpollution, Biosludge, Biosludged, Biosolids, Brighteon Films, documentary, Ecology, environ, environment, goodhealth, goodscience, Mike Adams, movie, sewage sludge, toxins



(Natural News) The *Biosludged* movie that exposes “the greatest environmental crime you’ve never known” is now available for full downloading and sharing. The film documents the EPA’s outright crimes against the environment, along with industry collusion, science fraud and the mass pollution of the U.S. food supply with toxic sewage sludge.

The sewage sludge industry, which **relies on secrecy and lies** to continue its profitable pollution racket, is already in a panic over the release of this film. What they are starting to realize is that rather than restrict the film to theaters or pay-per-view, we planned all along to release the film to the public for sharing and posting everywhere. We even built our own video platform — Brighteon.com — so that YouTube, Vimeo, Google, Facebook, Twitter and other evil tech giants could not censor the film.

Grab the files at this link, and enter your email address there to subscribe to the Brighteon Films announcement list.

You are hereby granted permission to:

- Post the full movie, or snippets of the movie, to your YouTube, Vimeo, Bitchute, Brighteon or other video provider channel.
- Burn the full movie to DVDs and give them away for free (you may not charge for the film, however).
- Share the film files on torrent sites or file sharing sites.
- Download and store a copy on your local computer.
- Share the downloaded files with others using any means you wish.

We only ask that you give credit to Biosludged.com or BrighteonFilms.com, and remember that even though we grant you the right to share the film for non-commercial purposes, we still technically “own” the film and maintain copyright on the film.

Some great ideas of how to spread the word about Biosludge

By sharing the Biosludged movie, you join an **underground railroad of activist** citizens who are helping distribute critical information that's being systematically suppressed by industry, government and media. (Yes, all three are covering up the truth about toxic sewage sludge.)

That's why we've put this film out for you to share. Here are a few ideas of how you can get this film into the hands of other people who need to see it

- Burn the movie to DVDs and hand them or mail them to your local city council members.
- Upload the files to Dropbox or another service and share links with your friends on social media.
- Send DVDs or file links to local journalists or news investigation teams.
- Send copies to your members of Congress.

call
to action

Sign up for the email newsletter at BrighteonFilms.com to be kept informed of more news surrounding this film, as well as announcements on the release of upcoming films.

Also: **We need volunteer translators who can translate the film's captions into Spanish and other languages.** Please contact Natural News if you can assist in this effort.

Read Biosludged.news to stay informed about the topic of biosludge and the mass pollution of our soils and our food.

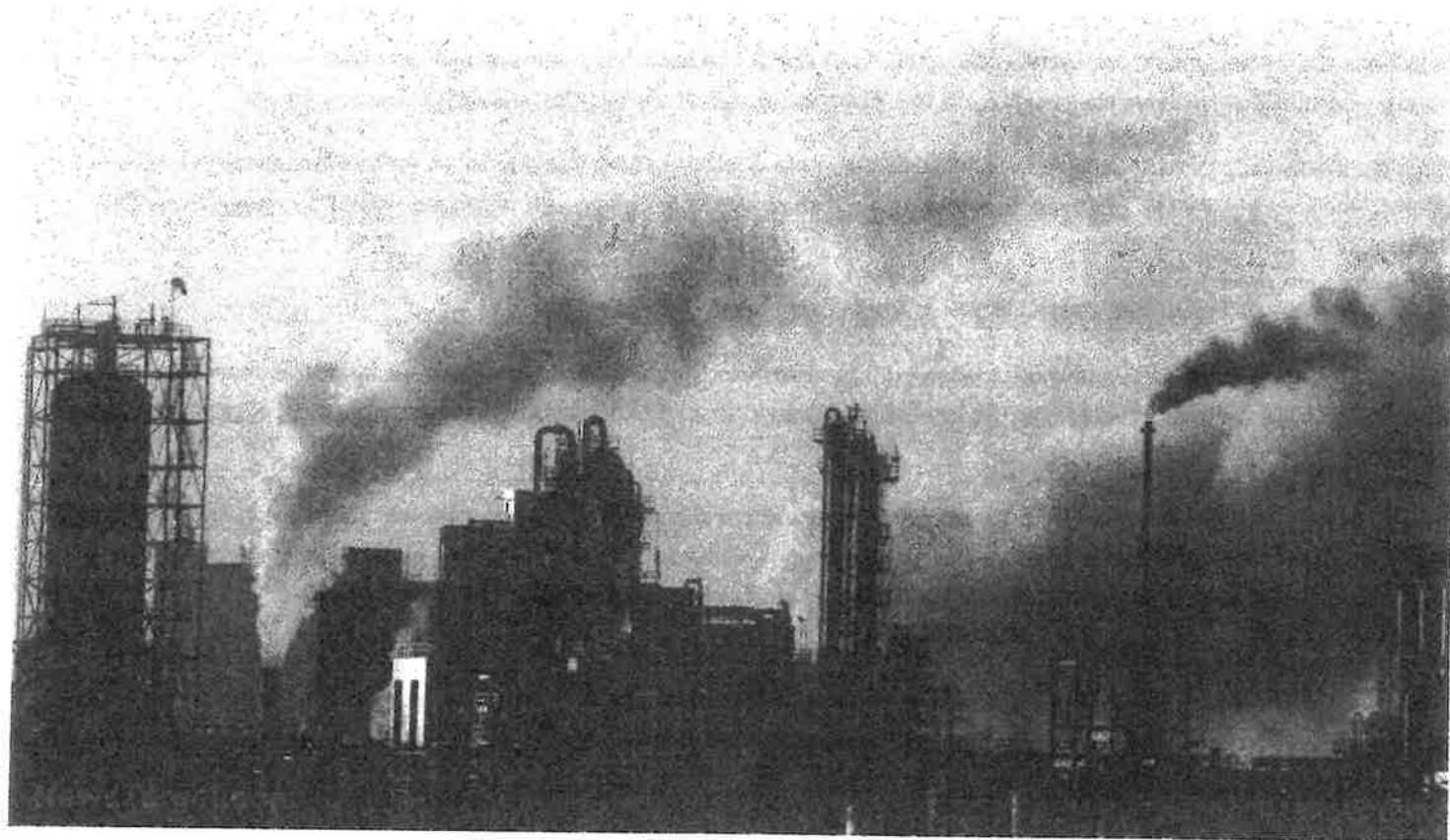
Also check out Brighteon.com, the new alternative to YouTube, now featuring thousands of active video channels and over a hundred thousand uploaded videos. All Brighteon Films documentaries are being posted to Brighteon.com.

These projects are funded in part by the Health Ranger Store, bringing you 700+ lab-verified products for healthy living, including superfoods, storable emergency organic foods, green home products, personal care, prepping supplies and much more. Shop at the Health Ranger Store to help support our films, our lab and our continued work for humanity.

Electric cars, “sustainability,” and other city folk ideologies are a clean energy MYTH – watch at Brighteon.com

Sunday, October 21, 2018 by: Ethan Huff

Tags: automobiles, badclimate, badpollution, batteries, big cities, bio-sludge, cars, cities, Clean Energy, climate alarmism, coal, electric cars, environ, environment, environmental consciousness, feces, green living, hybrids, immoral, Leftists, Liberal Mob, liberals, lifestyle, myth, Prius, science clowns, science myths, sustainability, sustainable, sustainable living, toxins, unethical, waste



(Natural News) Big-government leftists, many of whom live in large cities, are known to tout their electric and hybrid vehicles, social activism, and other “sustainable” lifestyle habits as helping to “save the planet.” But much of what far-left liberals love to brag about concerning their alleged support of clean energy and environmental conservation are empty myths that have no basis in reality.

During a recent episode of his *Health Ranger Report* show, available for viewing at Brighteon.com, Mike Adams, the Health Ranger, punches a few big holes in popular liberal mantras that, upon closer investigation, represent little more than “fake news” from the usual suspects involved with the liberal mob.

“People who live in cities think of electric cars as being ‘clean,’ but really they just export pollution to rural areas outside the cities,” Adams points out, reducing the “I’m better than you because I drive a Prius” crowd to logical rubble.

“What powers an electric car? Well, you might think batteries. Okay. But let’s take it one step further here. What powers the batteries? Where does that electricity come from? Predominantly it comes from coal-fired power plants, which are located outside the cities. And those coal plants, of course, emit some amount of mercury and heavy metals, and they emit carbon dioxide, of course, and particulate pollutants, which then settle on farm lands and forests and rural areas.”

Watch this full episode of the *Health Ranger Report* at Brighteon.com below:

City people, regardless of how “liberal” they are, represent the world’s biggest polluters

11/24/22, 11:40 PM Electric Cars, Sustainability, and Other City Folk Ideologies are a Clean Energy Myth - Natural News.com

Almost everything about city life in 2018, Adams points out, is far more polluting than activist liberals would have us all believe. Even if every single “gas-guzzling” automobile was pulled from the road and replaced with a Tesla, there’s still pollution being distributed *somewhere*.

“If you have a city where, let’s say, you don’t even have combustion engines any longer for regular vehicles, all you’re doing is you’re taking that pollution that used to exist in the city, coming out of the tailpipes, and now you’re pushing that pollution out into the countryside,” says Adams.

“And that’s not the first time that cities have done that. They also do the same thing with sewage: it’s called bio-sludge. So all that sewage that people flush down their toilets in the city, that ends up spread as ‘fertilizer’ on farms in the countryside.”

It’s a completely unsustainable and unethical situation that ends up leaving all the pollution at the doorsteps of people who live in the country, even as their city folk counterparts revel in feelings of superiority for supposedly taking the moral “high ground” by living “sustainably.”

“Cities ... they are polluters, they export pollution to surrounding areas,” Adams states.

“They steal resources from the countryside as well – many cities have to steal water from rural areas in order to provide enough water for the city. So they’re taking in water and they’re stealing resources from the countryside while exporting their pollution back to the countryside.”

In Adams’ view, country folk are the truly sustainable ones, at least when they’re not dumping harmful pesticides and herbicides all over their crops. Their septic systems, as opposed to city sewer systems, are better for the environment, and many of them grow their own food, collect their own rainwater, and all-around treat the environment better than the average city person.

“People who live in cities like to talk about ‘sustainable living’ and ‘green living’ and ‘environmental consciousness,’ but they don’t realize that the very fact that they’re living in a city is environmentally disastrous and completely unsustainable because they’re just polluting the world with their feces and with their electrical usage, which is much higher, per capita, in a city than it is in a rural environment, by the way,” explains Adams.

“Rural living is sustainable. In rural environments, you can collect your own rainwater, you can throw some solar panels on the roof ... or maybe you can go off-grid, even. You can grow some of your own food.”

Be sure to watch this full episode of the *Health Ranger Report* at [Brighteon.com](https://www.brighteon.com).

Sources for this article include:

[Brighteon.com](https://www.brighteon.com)

[NaturalNews.com](https://www.naturalnews.com)

BIOSLUDGE is a toilet-to-farm scheme that deposits toxic sewage sludge on food crops all across America

Friday, December 21, 2018 by: [Lance D Johnson](#)

Tags: [badfood](#), [badhealth](#), [badpollution](#), [badscience](#), [bio-terrorism](#), [Biosolids](#), [cancer causes](#), [Clean Soil Act](#), [deception](#), [EPA](#), [EPA fraud](#), [food supply](#), [fraud](#), [human waste](#), [outbreaks](#), [pharmaceutical runoff](#), [soil health](#), [soil poisoning](#), [toxic chemicals](#), [wastewater treatment](#)

([Natural News](#)) There's a reason why the Environmental Protection Agency (EPA) has implemented a Clean Water Act and a Clean Air Act, but NO Clean Soil Act.

A Clean Soil Act would fundamentally change how wastewater is processed and recycled. It would require the EPA come clean about the toxic composition of fertilizers being spread on North American soils. A Clean Soil Act would halt the mass spread of toxic sewage on food crops all across America. It would expose environmental crimes within the EPA itself. A Clean Soil Act would require the truth to come out; that the recycling of bio-solids is a toilet-to-farm scheme that is poisoning America's gardens and farmlands and forcing humans to eat from their own waste.

The bio-solids that are processed and recycled at municipal wastewater treatment plants are sold to homes and farms across the country as "fertilizers." These bio-solids are a chemical nightmare, consisting of a wide array of pharmaceuticals, agro-chemicals, industrial chemicals, household chemicals, pathogenic material, and heavy metals. This toxic biosludge should never come in contact with soils that grow food for human and animal consumption. (Related: [The government is lying about the safety of biosludge.](#))

Documentary exposes deep truths about EPA fraud and the chemical poisoning of soils and the food supply

In the new documentary [Biosludged](#), scientific experts and whistle blowers break down what is happening to North American soils and how this mass pollution scheme is making people chronically ill and mentally lobotomized. In this documentary, former EPA scientist and whistle blower Dr. David Lewis reveals the shocking extent of the EPA's criminal activities and scientific fraud. The fertilizer that people add to their soils is inundating crops with disease-promoting pathogens and a slew of chemicals that wreck havoc on the physiological processes of the human body.

The documentary also warns that the food supply is at grave risk of being used as a vector for terrorist activity. A terrorist can flush massive amounts of chemicals into the sewage system,

only to have it all recycled as fertilizer for use on crop fields. Sewage sludge could also be laced with bio-weapons and microorganisms that cause food poisoning and infectious disease. All the human dung that is deposited on food crops ultimately releases chemicals into the groundwater, too. People across the U.S. are literally regurgitating the toxic composition of their own poop, using water and fertilizer that has been poisoned over and over again. These biosludge chemicals directly affect brain function, immune function, and fertility. All the cancer marches and pink ribbon fundraisers should start to look at what's going on with the food supply, how toxic human waste is re-consumed, poisoning the population into cancerous states.

Watch the full documentary at BrighteonFilms.com and download the full movie files that you can openly share with others. Stay up-to-date on the "greatest environmental crime you've never heard" at Biosludge.News.

Coronavirus “Perfect Storm” Now Exists Thanks to Biosludge, Open Borders, Filthy Liberal Cities

Friday, January 24, 2020 by: [Mike Adams](#)

Tags: [Biosludge](#), [coronavirus](#), [infections](#), [liberal cities](#), [Open Borders](#), [outbreak](#), [pandemic](#), [perfect storm](#)

Bypass censorship by sharing this link:

([Natural News](#)) The horrendously bad decisions of human beings who hold power in government, media and industry have brought the human race to a “perfect storm” of conditions that will strongly contribute to the spread and fatalities of the coronavirus pandemic now threatening the world.

As I relate in an emergency podcast below, the following conditions are now converging into a *worst case scenario* when trying to stop a pandemic (or a *best case scenario* for the globalists trying to achieve depopulation):

- #1) Open borders policies that allow infected people to walk right across the border into the United States, with no health screening whatsoever.
- #2) Sanctuary city policies that protect infected illegals from being discovered or deported.
- #3) The widespread practice of **biosludge distribution onto food crops**. “[Biosludge](#)” is the raw human sewage sludge that’s collected by every city in America, slightly dried to reduce water mass, then loaded onto trucks and dumped on nearby farm fields. It’s sold to farmers as “free fertilizer” because it’s rich in nitrogen. It also means that any coronavirus which makes its way into the sewage system will be distributed by U.S. cities onto farm fields, obviously contaminating food crops and multiplying the effects of the pandemic. (See the full documentary at [Biosludged.com](#) to learn about biosludge.)
- #4) The now-legal practice in Washington State of liquefying dead human bodies and flushing them into the municipal sewage system, where they become *biosludge* to be spread on crops. This practice was just recently legalized in Washington, and it means the dead will be used to fertilize the food crops that are fed to the living. When people start dying from coronavirus, will they also be flushed into the sewage systems?
- #5) The practice — now common in filthy liberal cities — of allowing people to openly defecate in the streets, with no repercussions or arrests. Since viruses often infect human feces and other body excretions, this likely means that coronavirus will be found in the raw human feces that

gets washed into storm drains during rain storms. The storm drains in San Francisco, Seattle and other coastal cities **empty directly into the ocean**, where viruses are then washed onto the beaches of North America, infecting beach goers and mixing with aquatic ecosystems to produce even more potentially dangerous variants of infectious disease.

#6) The continued attacks on natural medicine and the censorship of sources like Natural News that can teach people how to avoid or overcome infections *even when pharmaceutical medicines fail* (or are completely out of supply).

#7) The **compromised human immune system due to widespread vaccination practices** that actually weaken, not strengthen, the veracity of the human immune response. People who routinely receive vaccinations such as flu shots are discovered to be *more vulnerable* to future infections. Widespread immunization practices across North America, Europe, Australia and other countries have created a highly vulnerable population that can be easily infected with coronavirus.

These factors now converge to create a **perfect storm** for the coronavirus outbreak, which is actually a weaponized, engineered biological weapon being unleashed against humanity in order to achieve *depopulation*.

It will very likely succeed, since humanity has been begging for self-destruction through all the practices detailed above.

Most notably, the highest fatalities from any such pandemic will occur in cities; especially cities where the homeless are more populous and filthy, unsanitary conditions exist. In other words, **liberal cities**.

Listen to my urgent podcast for more details:

[Brighteon.com/0aaf4243-1dfe-47e9-9c56-32232a96cdfc](https://www.brighteon.com/0aaf4243-1dfe-47e9-9c56-32232a96cdfc)

Previous :BREAKING: Coronavirus a stealth strain that can be carried by people who show NO fever or coughing symptoms... detection almost impossible under current government guidelines
Next : VACCINE BOMBSHELL as U.N. health experts admit toxic vaccine ingredients are harming children worldwide – see v

GLOBAL CLIMATE MODIFICATION PROGRAMS ARE THREATENING ALL LIFE ON EARTH

BEFORE: SKIES UNTAINTED BY CLIMATE ENGINEERING



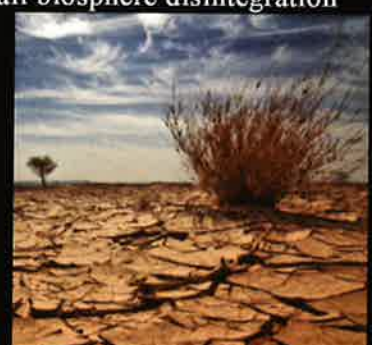
AFTER: SKIES CONTAMINATED BY SOLAR RADIATION MANAGEMENT



NASA satellite images clearly reveal microwave transmission manipulation of aerosolized clouds



Climate engineering is further fueling record drought, deluge and overall biosphere disintegration



GeoEngineeringWatch.org

ILLEGAL CLIMATE ENGINEERING OPERATIONS ARE BEING CARRIED OUT WITHOUT PUBLIC KNOWLEDGE OR CONSENT

Precipitation tests from around the world confirm alarming levels of aluminum, barium, strontium, (and other heavy metals named in climate engineering patents) are saturating our breathable air column. Human blood, urine, and hair tests confirm the extreme buildup of these highly toxic heavy metals in populations.

Government officials and Geoengineers have long since proposed spraying 10-20 MILLION TONS of highly toxic heavy metal and chemical aerosols into the atmosphere annually as a form of climate change mitigation. Though the blatantly obvious ongoing sun blocking "solar radiation management" programs are officially denied, all available data confirms full deployment of global geoengineering occurred decades ago with increasingly catastrophic consequences.



Color spectrums captured behind particulate dispersing aircraft makes clear the fact that we are not seeing "condensation trails".

All military tanker jets and all commercial jets use "high bypass turbofan jet engines", a jet powered fan that is nearly incapable of producing any condensation trails except under rare and extreme circumstances.



Military tanker jets are not the only aircraft involved with climate engineering operations. Countless commercial jet aircraft have now been retrofitted with spray nozzles aimed into the exhaust stream (though commercial carrier personnel do not appear to be directly involved with the geoengineering operations).



Massive plumes of climate engineering particulates are being dispersed by jet aircraft all over the globe, this is not condensation.



If you think there are only passengers in all commercial jet aircraft, think again. Commercial carrier personnel are not directly involved.



ENGINEERING THE CLIMATE: RESEARCH NEEDS AND STRATEGIES FOR INTERNATIONAL COORDINATION

REPORT

BY

CHAIRMAN BART GORDON
COMMITTEE ON SCIENCE AND TECHNOLOGY
U.S. HOUSE OF REPRESENTATIVES

ONE HUNDRED ELEVENTH CONGRESS
SECOND SESSION
OCTOBER 2010

Countless official documents exist which confirm the ongoing global climate engineering / weather warfare assault. The congressional document shown is only one example.

What are the known consequences of ongoing climate engineering operations?

GEOENGINEERING IS:

- **Further fueling the overall warming of our planet:**
SRM aerosol cloud canopies trap more heat than is deflected by SRM programs.
- **Contributing to extreme drought, flooding, and storms:**
Global geoengineering has completely disrupted the planetary hydrological cycle and thus weather systems all around the world.
- **Creating engineered cool-down zones and snow storms:**
Patented processes of "chemical ice nucleation for weather modification" are creating severe weather whiplash scenarios.
- **Destroying the Earth's vital ozone layer:**
Geoengineering particulates and associated microwave transmission atmospheric manipulation are decimating the ozone layer. This is allowing extremely dangerous levels of UVB and UVC radiation to reach Earth's surface.
- **Accelerating Forest devastation, die-off, and forest fire increases:**
Completely disrupted rain cycles, extreme UV radiation, toxic heavy metal fallout saturation of soils, more dry lightning, and incendiary dusts (from fallout) coating foliage, all are the result of geoengineering.
- **Alarming honeybee die-off:**
Peer reviewed science studies have now proven that massive aluminum contamination is killing bees. Again, the primary climate engineering element named in patents is aluminum.
- **Radically accelerating human degenerative and neurological diseases:**
Alzheimer's, dementia, autism, ALS, COPD, asthma, allergies, bronchitis, lung cancer, heart attack (and countless other forms of disease) are directly associated with toxic atmospheric particulate pollution, exactly what climate engineering / solar radiation management programs create.
- **Contributing to unprecedented species die-offs:**
We are now in the 6th great mass extinction on our planet with up to 300 species of plant, animal, and insect extinctions every single day. This is 15,000 times the background extinction rates.

HISTORICAL DOCUMENTS AND DATA PROVES THAT GLOBAL CLIMATE ENGINEERING PROGRAMS WERE FULLY DEPLOYED IMMEDIATELY AFTER WWII AND HAVE BEEN STEADILY RAMPED UP SINCE. NOT A SINGLE ENVIRONMENTAL OR HUMAN HEALTH IMPACT STUDY HAS EVER BEEN DONE TO DOCUMENT THE DEVASTATION BEING INFLICTED ON THE ENTIRE WEB OF LIFE FROM THE ONGOING ILLEGAL GEOENGINEERING ASSAULT.

Populations (and all life forms) around the world have been completely betrayed by the governments, agencies, and experts they have been trained to believe existed to protect them. The corporate media is also a primary accomplice in the ongoing climate engineering cover-up. Any and all entities / individuals that are in any way associated with the illegal geoengineering operations must be fully exposed. Once exposed, all such entities / individuals must be held legally and morally accountable for their part in the climate engineering atrocities.

Investigate inarguable climate engineering facts and film footage at

GeoEngineeringWatch.org

Please, help us to expose and halt the ongoing climate engineering insanity.



I gave these websites to
the environmental / climate action
meeting for the state. Please check
out websites

Public
Record



Global Alert News - #353 - Dane Wigington

YouTube

TruthBeTold

120 views • Today



NJ WEATHER WARFARE ✖ PATHOGENIC BIOWEAPONS RELEASED IN 'FOG' DELIVERY PLATFORM ?

🔊 w/ Dane Wigington 🎧 Audio & link 5.14.22

NJ WEATHER WARFARE

Brighteon.com

- Kristen-Meghan,-Geoengineering-Whistleblower (on Brighteon.com)
- StopTheCrime.net Deborah Tavares "Who's Running America and the CAP"
- www.geongineeringwatch.org Dane Wiginton
- You tube:

<https://wportal.org/partners/home/environmental-justice-council-meeting/> #

Liquefaction and dump of dead bodies - Wisconsin Senate + 20 states
| Holttestek cseppfolyósítása és kiengedése - Wisconsin szenátus +
20 állam

Brighteon.com copy and paste in search box of Brighteon.com
Washington, Oregon, CA and 15 other states are doing this. They are
cannibalizing us, by growing our crops on this toxic poop with mad
cow, prions, Kuru, Creutzfeldt-Jakob disease.

The Climate Action Plan is of the Marxist UN. It is the Alexander Haig/
Henry A. Kissinger depopulation Plan.

<https://www.larouchepub.com> The Haig-Kissinger Depopulation
Policy

American government poised to unleash “Angel of Death” smallpox bioweapon to create perpetual crisis

Wednesday, November 24, 2021 by: [Ethan Huff](#)

Tags: [American government](#), [angel of death](#), [bill gates](#), [biological warfare](#), [biowar](#), [bioweapon](#), [bioweapons](#), [depopulation](#), [genocide](#), [Plandemic](#), [smallpox](#)

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55K VIEWS



NewsTarget.com

COVID-19 vaccine shedding can harm the unvaccinated and cause serious health problems like fist-sized blood clots

Friday, May 13, 2022 by: [Arsenio Toledo](#)

Tags: [badhealth](#), [badmedicine](#), [badscience](#), [Big Pharma](#), [biological weapon](#), [Blood clots](#), [covid-19](#), [Dangerous Medicine](#), [pandemic](#), [Pfizer](#), [pharmaceutical fraud](#), [spike protein](#), [vaccine damage](#), [Vaccine dangers](#), [vaccine injury](#), [vaccine shedding](#), [vaccines](#), [viral shedding](#)

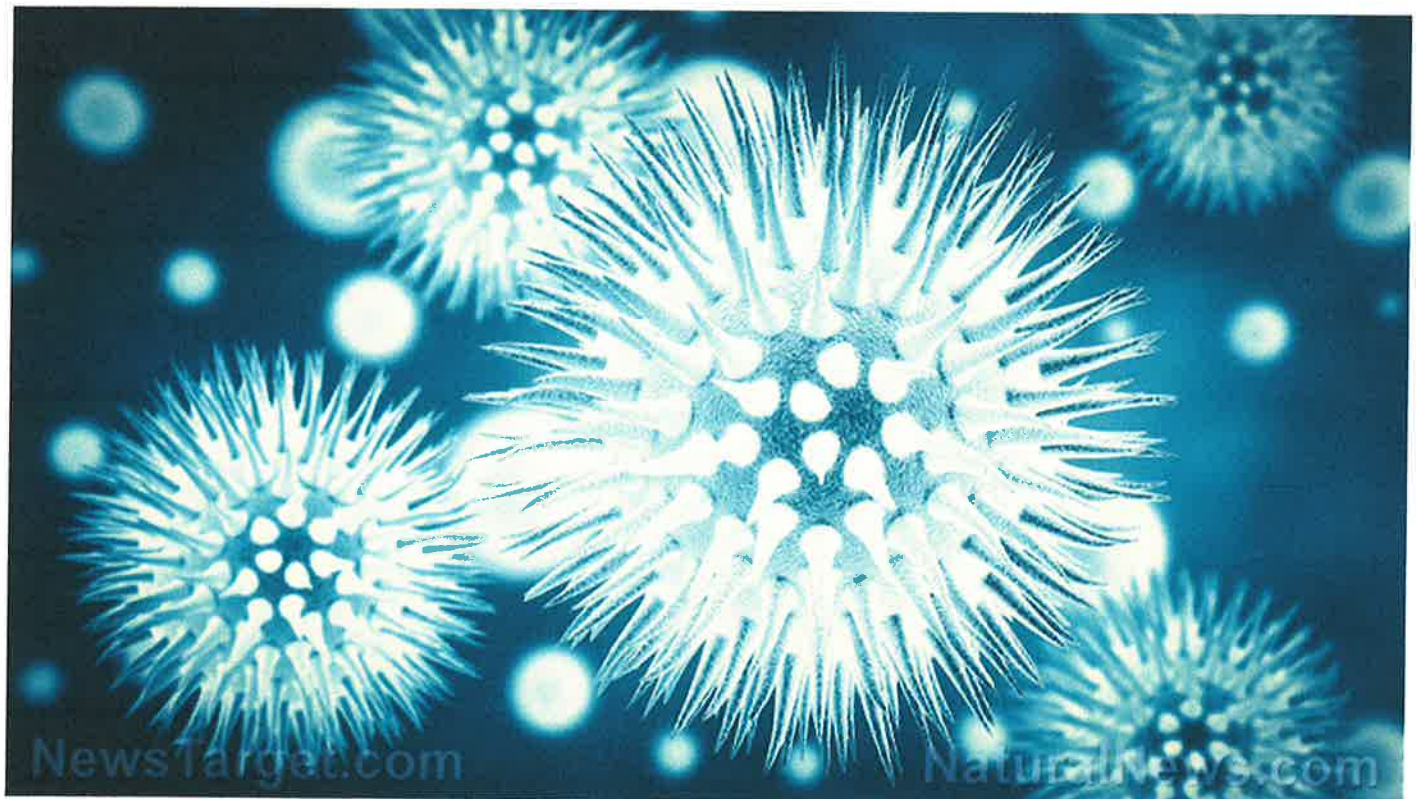
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14K VIEWS



NewsTarget.com

NaturalNews.com



([Natural News](#)) The shedding effect of Wuhan coronavirus (COVID-19) vaccines is affecting even the unvaccinated, [causing serious health complications](#) including blood clots so massive they're almost the size of a person's fist.

This is what happened to Ananda, an unvaccinated and board-certified practitioner in acupuncture and oriental medicine. She spoke with Stew Peters on the latter's "The Stew Peters Show" about how she started experiencing severe health complications the more she came into contact with fully vaccinated patients. (Related: [Fully vaccinated individuals are SHEDDING GRAPHENE and infecting the unvaccinated, causing serious health complications.](#))

As evidence, Ananda referred to recently published Pfizer documents that prove the shedding from COVID-19 vaccines can be transmitted [through inhalation or skin contact](#).

"The first months of my patients getting vaccinated, I was not aware of this shedding," said Ananda. "The more I researched into it, the more I realized this was exactly what was happening to me, and it got to the point where I would even have a freshly vaccinated person on my table, and while treating them [I would] start dropping massive clots."

Since she started experiencing health issues after being in close contact with the fully vaccinated, Ananda has been forced to shut down her practice and keep her distance from people who have taken the COVID-19 vaccines.

It took four months for her irregular bleeding and the clots to disappear, but she has since recovered from the effects of exposure to [COVID-19 vaccine shedding](#).



Pfizer admits in documents COVID-19 vaccine shedding is occurring

The Pfizer document Ananda refers to is part of the latest series of documents the *Food and Drug Administration* was forced to publish regarding Pfizer and its COVID-19 vaccine trials.

One of the documents is titled “A Phase 1/2/3 Placebo-Controlled, Randomized, Observer-Blind, Dose-Finding Study to Evaluate the Safety, Tolerability, Immunogenicity, and Efficacy of SARS-CoV-2 RNA Vaccine Candidates Against COVID-19 in Healthy Individuals.”

This document contains a whole section, Section 8.3.5, covering the possibility of the mRNA COVID-19 vaccine shedding. In this section, Pfizer essentially admits that it is possible for those who are in close proximity to people who received Pfizer’s vaccine to suffer severe adverse reactions.

Specifically, this section describes how pregnant or breastfeeding women exposed to the Pfizer mRNA COVID-19 vaccine during the trials had to be reported to Pfizer’s safety teams within 24 hours of exposure.

“This is strange because pregnant women and new mothers were and are not part of the safety trials,” wrote the *Expose* in an article covering the latest Pfizer document release. “So how can they be exposed?”

This section of the document confirmed that pregnant and breastfeeding women can be environmentally exposed to the viral shedding of the mRNA vaccine, either through inhalation or skin contact.

“In layman’s terms, Pfizer is admitting in this document that it is possible to expose another human being to the mRNA COVID vaccine just by breathing the same air or touching the skin of the person who has been vaccinated,” wrote the *Expose*.

Learn more about the COVID-19 vaccines and vaccine shedding at [VaccineDamage.news](https://vaccinedamage.news).

Watch this clip from “The Stew Peters Show” as host Stew Peters speaks with Ananda about the health complications she had experienced [following close contact with fully vaccinated patients](#).

This video is from the channel [The Prisoner on Brighteon.com](https://www.brighteon.com/channel/the-prisoner).

More related stories:

[Researchers confirm evidence of viral shedding from COVID-19 vaccines.](#)

[Studies confirm spike protein mRNA in COVID vaccines alters human DNA within hours after injection.](#)

[COVID-19 vaccine spike proteins are SHEDDING, giving people heart attacks, strokes and more.](#)

[Scientist warns: mRNA vaccines will continue killing people, and those who survive will be NWO puppets – Brighteon.TV.](#)

[Utah nurses try to hide case of fully vaccinated patient coughing up massive fibrous clot from one of his lungs.](#)

Sources include:

[Brighteon.com](https://www.brighteon.com)

[Expose-News.com](https://www.expose-news.com)

Fossil Fuel Facilities Proposed Code Changes

September 12, 2022
City Council Workshop

Chad Eiken, CDD Director
Bryan Snodgrass,
Principal Planner, CDD

BERK Consulting
Lisa Grueter
Jason Hennesy

Presentation Overview

- Recap of Prior Council Workshop
- Brief Overview of Key Code Changes
- New Cleaner Fuel Facilities: Options
- Next Steps
- Council Discussion and Direction



Recap of 8/1/22 Council Workshop

- Staff presented proposed code changes regarding existing and future fossil fuel facilities, including proposed standards
- BERK Consulting presented an overview of fuel economy in Pacific NW, perspective on regulations
 - Fossil fuel markets are global and prices reflect international and national trends
 - Per capita use of fossil fuels has been steadily decreasing and is projected to continue to decrease
 - The City is limited in its ability to influence the cost of fossil fuels
 - Restricting supply may increase costs, but any increases are expected to be minor
- Council provided input and asked for further discussion

Proposed Fossil Fuel Code Changes (VMC Title 20)

Bulk Fossil Fuel Facilities

- Prohibit any new facility in all zoning districts
- Allow for maintenance and upgrades to existing facilities
- Allow conversion of existing facilities to Cleaner Fuels
- Allow converted facilities to expand by up to 15%, subject to conditional use permit (CUP), SEPA and development standards

Cleaner Fuel Facilities

- **Option A:** Prohibit new facilities in all zoning districts
- **Option B:** New Cleaner Fuel Facilities allowed subject to CUP/SEPA
 - Size cannot exceed the smaller of 1 million gallons or site acreage of 3 acres

Small Fossil and Cleaner Fuel Facilities

- <60,000 gallons capacity
- Allow in the IH Heavy Industrial District subject to CUP/SEPA and development standards including must be 1,000' from residential zones
- Prohibit in all other zoning districts

Proposed Fossil Fuel Code Changes (VMC Title 20)



Add new Special Use Standards as VMC 20.895.110

- Purpose & Applicability references Public Health and Safety ***NEW***
- Documentation of baseline capacity even for existing facilities
- 15% expansion of existing bulk facilities allowed if converted to cleaner fuels subject to requirement for seismic upgrades and other development standards
- New facilities must be sited >1,000 feet from any residential zoning district ***NEW***

Key Remaining Policy Issue #1

Allow Small Fossil Fuel Facilities as a Limited Use instead of Conditional Use?

- Draft code would require a conditional use permit (CUP) for new small fossil fuel facilities (<60,000 gals.)
- Proposed alternative to allow small *cleaner* fuel facilities as a limited use, subject to development standards in order to incentivize transition from fossil fuels

Staff Analysis: Key Policy Issue #1

Allow Small Fossil Fuel Facilities as a CUP, or Limited Use?

- CUP provides maximum public input (public hearing) regarding siting of small fossil fuel facilities but adds process and ‘uncertainty’ regarding conditions
- Limited use would be an administrative process with public notice/comment and would require compliance with fixed development standards and SEPA review
- Limited use would not compromise public health and safety or environmental protection
- Incentivizing cleaner fuel facilities would be in alignment with the proposed Climate Action Strategy
- Staff would support allowing small *cleaner fuel* facilities as a limited use, and small *fossil fuel* facilities as a conditional use in the IH District

Key Remaining Policy Issue #2

Prohibit New Cleaner Fuel Facilities, or Allow Them?

- First public draft of fossil fuel code changes emphasized public safety over climate action and included a prohibition on any new cleaner fuel facility
- More recent input through public engagement process urges City to allow path for new cleaner fuel facilities in order to help transition away from fossil fuel sources
- Accordingly, staff modified draft code changes to include an “Option A” and “Option B” regarding new cleaner fuel facilities

Staff Analysis: Key Policy Issue #2

Option A - Prohibit New Cleaner Fuel Facilities

- Provides maximum safety to public by removing risks from fire and explosion, spill impacts upon surface and groundwater sources, etc.
- Draft code contemplates allowing existing fossil fuel facilities to be converted to cleaner fuels with minimal process, and slightly expanded if converted
- Would not preclude reconsideration of a code amendment at a later date to allow specific types of cleaner fuel facilities, when more is known about future of fuel economy, automotive technology, etc.
- However, would likely hinder parallel efforts locally to advance climate action goals that promote a transition from fossil fuels to cleaner fuels

Staff Analysis: Key Policy Issue #2

Option B - Allow New Cleaner Fuel Facilities

- Would support parallel efforts locally to advance climate action goals that promote a transition from fossil fuels to cleaner fuels; signals City is open to greener fuels
- Concerns about risks to public safety and environment would be addressed by approval process and development standards, as follows:
 - Conditional use permit, SEPA (Environmental Review) required
 - Min. 1,000' buffer from residential zoning
 - Maximum size = 1M gallons or 3 acres of land, whichever is smaller
 - Construction to seismic standards; approval of fire response and spill control plans
 - Greenhouse gas emission study
 - Financial assurance in case of accident
 - Annual report to City regarding capacity, shipment activity/type
 - Permit oversight by SW WA Clean Air Agency and WA Department of Ecology

Next Steps

- September 13: Planning Commission Public Hearing
- October 3: City Council Public Hearing (tentative)
- November 5: Ordinance takes effect
- November 8: Moratorium Expires

Questions and Discussion

Chad Eiken, Community Development Director
chad.eiken@cityofvancouver.us

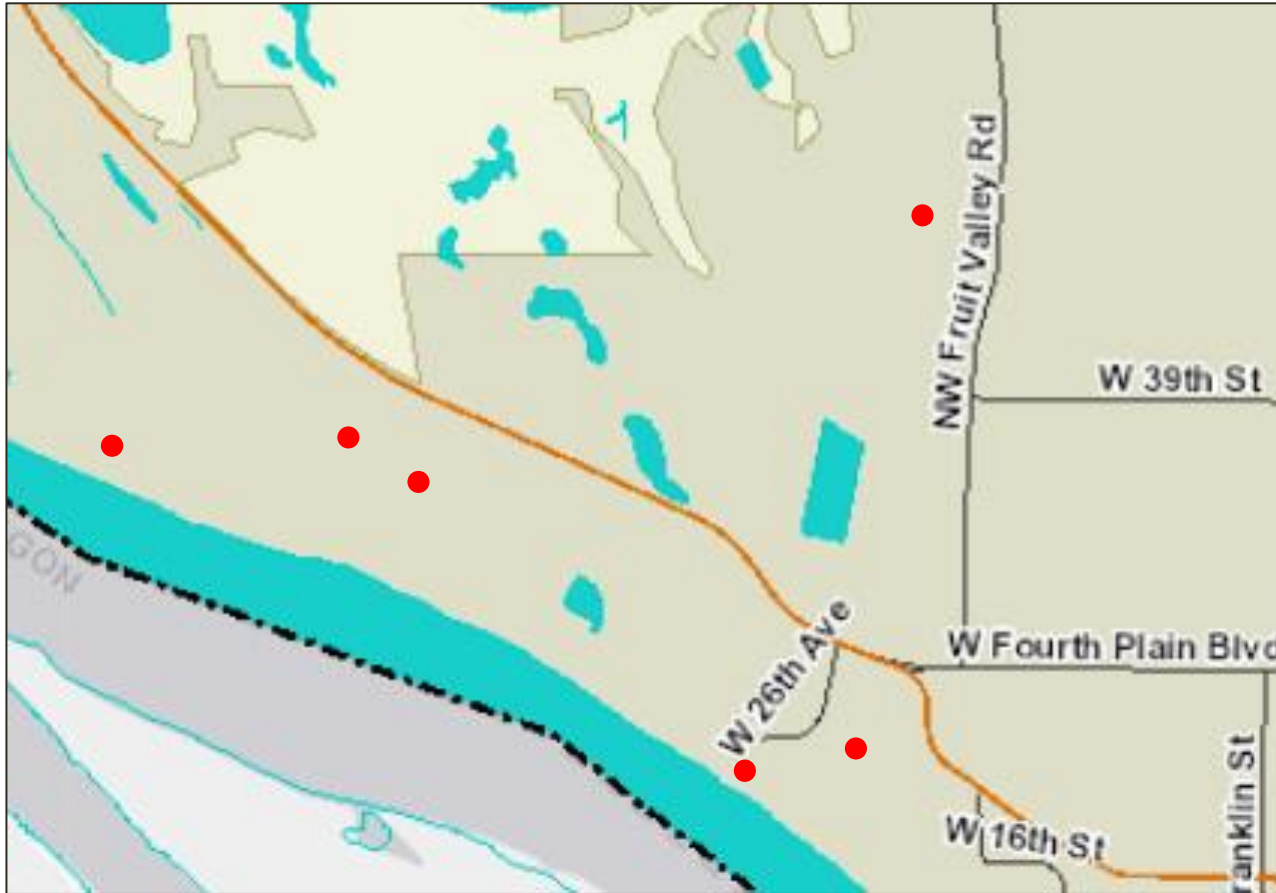
Bryan Snodgrass, Principal Planner, Community Development Department
bryan.snodgrass@cityofvancouver.us



Discussion Prompts

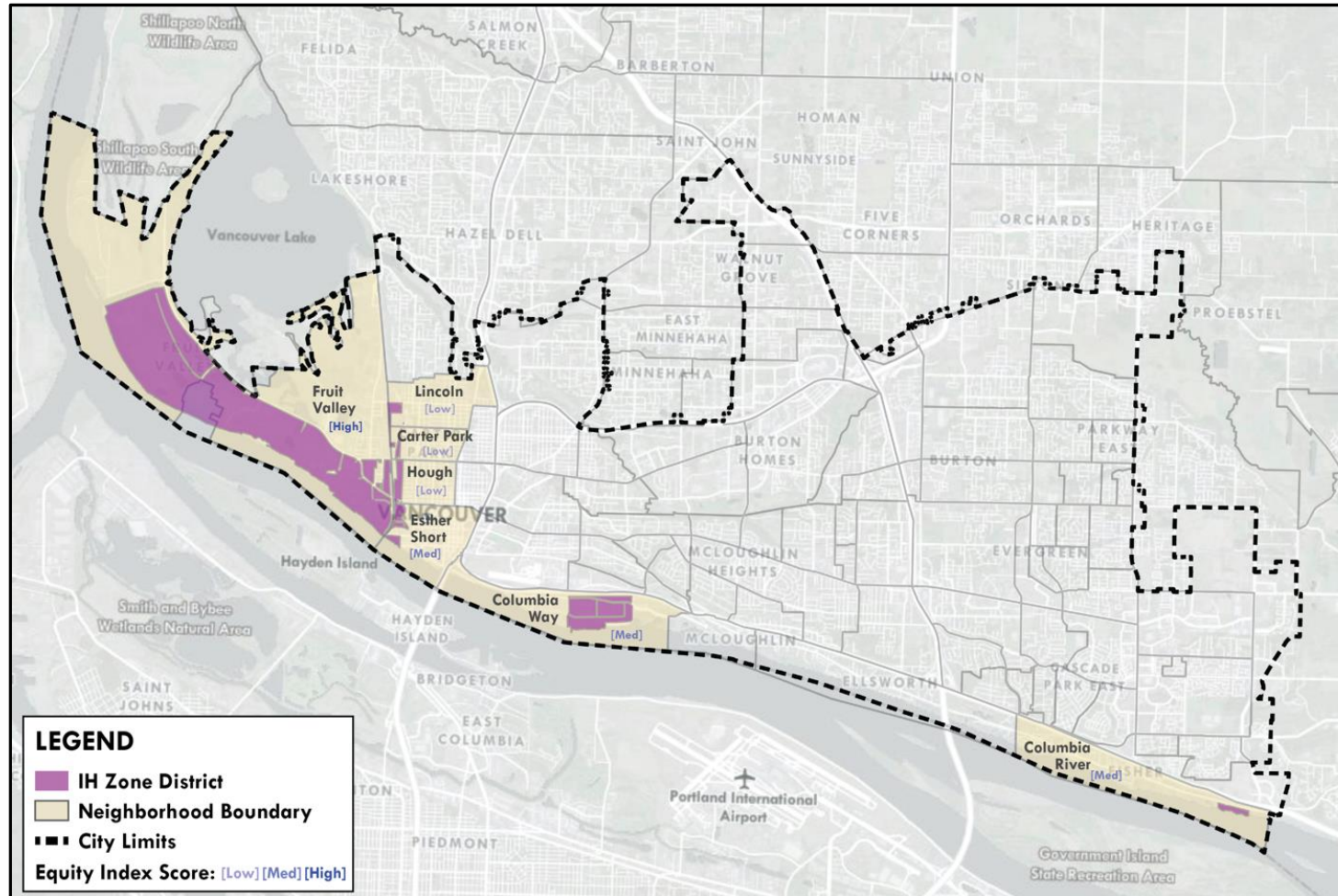
- 1. Allow Small Fossil Fuel Facilities in IH District as a limited use instead of conditional use?***
- 2. Prohibit New Cleaner Fuel Facilities, or allow them as conditional use in IH District?***

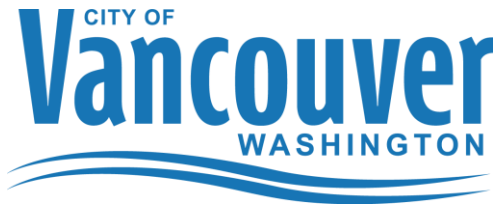
Existing Bulk Fossil Fuel Facilities



- 6 existing facilities identified, on lands with moderate to high liquefaction susceptibility in the event of an earthquake
- The facilities generally process, store, or transport propane, natural gas, and petroleum products

Heavy Industrial (IH) District and Equity Map





Memorandum

DATE: September 1, 2022

TO: City of Vancouver City Council

FROM: Eric J. Holmes, City Manager

CC: Chad Eiken, Director, Community Development Department
Bryan Snodgrass, Principal Planner, Community Development Department

RE: Proposed Fossil Fuel Code Standards

This memorandum is intended to recap the Council discussion and feedback from the August 1 workshop and to provide an overview of two key substantive issues which require further Council discussion, namely:

- 1) Whether small cleaner fuel facilities should be allowed as a limited use instead of as a conditional use in order to incentivize greener fuels; and
- 2) Whether the proposed ordinance changes should prohibit new cleaner fuel storage and handling facilities, or instead allow such uses, subject to specific use and development standards to address identified concerns. This key policy question gets at how the City will balance the overlapping goals of protecting public health and safety and parallel climate action goals in support of a transition to cleaner fuels locally.

Also included with this memorandum are three SEPA comment letters received in recent days from industry and environmental groups and the Port of Vancouver that staff is reviewing. The letters also touch on the issue of appropriate treatment of cleaner fuel facilities relative to other fuel facilities, as well as other issues. This memorandum describes the general position of the parties. More specific follow-up on the letters and the SEPA process will be provided prior to the September 12 workshop.

Prior Council Workshop

At the August 1 Council workshop, planning staff presented proposed changes to zoning code use and development standards for large scale fossil fuel facilities (see Attachments A and B), and BERK Consulting, the City's consultant on the project, provided an overview of the fossil fuel market and in the Pacific Northwest.

Key takeaways from BERK's presentation included:

- Fossil fuel market is a global one which is highly regulated and subject to market forces outside of local and even state controls
- The per capita use of fossil fuels is decreasing in Washington State even as the population grows

- Changes to (including further restrictions of) fossil fuel storage and transshipment uses are not anticipated to noticeably affect the price of fuel at the pump

Feedback from individual Councilmembers is summarized below (staff comments follow in italics):

1. Councilor Comment: Consider allowing Small Clean Fossil Fuel uses outright, without requiring a conditional use permit, and instead rely on development standards to address concerns.
Staff response: While this an option the Planning Commission and City Council could consider, staff is recommending that to ensure maximum public notice and input opportunities, all new or expanded fuel storage and handling facilities should be reviewed at a public hearing as conditional uses. See below discussion for additional information.

2. Councilor Comment: If Council decides that expansion of existing bulk fuel facilities and new small scale fuel facilities should be allowed outright (versus a conditional use permit), could a sunset provision be written into the ordinance to switch an outright allowance to a conditional use later, such as ten years?

Staff response: A sunset provision is typically used within a statute or regulation that provides that the law shall cease to have effect after a specific date, unless further legislative action is taken to extend the law. If Council is interested in allowing new or expanded fuel facilities outright but has concerns that such an approach could lead to unanticipated issues that might warrant more public process, the ordinance could always be amended by Council at a future date to address any issues. It would, however, be highly unusual to use something like a sunset provision to automatically change from a permitted or limited use to a conditional use at a future date without further Council action. Staff will seek further Council direction on this at the September 12 workshop.

3. Councilor Comment: Please include “public health and safety” in the purpose statement of proposed new special use standards (VMC 20.895.110) to capture a concern about potential health impacts from emissions to nearby low-income communities.

Staff response: This has been added to the purpose statement in VMC 20.895.110, Special Use Standards for Fossil Fuel or Cleaner Fuel Storage and Handling.

4. Councilor Comment: Would upgrade or maintenance of existing facilities allow for an increase in storage capacity or footprint?

Staff response: Under the proposed changes, maintenance or upgrades to existing facilities would not be allowed to result in an increase in storage capacity.

5. Councilor Comment: Is there a legal concern about only allowing a use in the City as a conditional use, instead of outright?

Staff response: The City Attorney responded at the workshop that there is no concern from a legal standpoint about only allowing a particular use as a conditional use in the city [and additionally, especially if potential impacts from that particular use category have been identified].

6. Councilor Comment: Concern was expressed regarding the disparate impacts of fossil fuel storage and handling facilities on low-income neighborhoods due to their proximity to nearby industrial districts.

Staff response: A map has been prepared (Attachment 1) that overlays areas zoned Heavy Industrial and nearby neighborhoods with their Equity Score (high, medium, low). A score of “high” means that the neighborhood typically consists of lower incomes. The map shows that the Fruit Valley Neighborhood - which has a high equity score - is in close proximity to areas where fuel-related uses are contemplated under the proposed ordinance. The ordinance does, however, build in the maximum amount of public process (conditional use permit and SEPA) for new and expanded cleaner fuel facilities, and a long list of proposed development standards such as a minimum setback of 1,000 feet from any residential district is intended to address identified impacts to nearby neighborhoods.

Outstanding Policy Issue #1: Should ordinance be revised to allow small cleaner fuel facilities in the IH District as a limited use instead of as a conditional use?

The proposed code changes contemplate the maximum amount of public notice and opportunity to comment on all proposed new fuel storage and handling uses (large and small), through the conditional use permit process. The conditional use permit process involves review by the City’s Hearings Examiner on the merits of the application at a public hearing and is a process that allows for specific impacts from a proposed use to be understood and for conditions of approval to be placed on the use. Examples of other conditional uses in the IH, Heavy Industrial District include regional parks, research and development uses, retail uses between 40,000 and 60,000 square feet, office uses between 40,000 and 60,000 square feet, cemeteries, heliports, and detention and post-detention facilities.

Advocates from the environmental community have expressed support for requiring all new and expanded facilities to be reviewed under a conditional use permit process to allow for specific analysis of impacts to nearby properties.

The Port and several tenants which currently handle fuel products have advocated for less process and greater certainty for the approval of small fossil/cleaner fuel facilities by making them a *limited use*, which does not involve a public hearing but would be subject to the proposed development standards such as complying with seismic codes, obtaining approval of a fire response plan and spill response plan, being located no closer than 1,000 feet to any residential district, etc. The City’s Climate Action Team, which is working on the City’s Climate Action Strategy (on a parallel track to the Fossil Fuel Code Changes), has also expressed support for less process for small cleaner fuel uses in order to foster a transition away from traditional fossil fuels.

In the absence of Council consensus on this issue, staff opted to retain the originally proposed conditional use for new small fossil/cleaner fuel facilities to allow for more public involvement. However, in order to incentivize small cleaner fuel facilities without compromising public safety, staff would support allowing small cleaner fuel facilities as a limited use while retaining small fossil fuel facilities as a conditional use in the IH District. Such a change could be made to the industrial district use table with a footnote that makes it clear that the process for cleaner fuels is different than fossil fuels.

Outstanding Policy Issue #2: Prohibit or Allow New Cleaner Fuel Facilities?

The first draft of proposed fossil fuel code changes placed greater emphasis on public safety than climate action and included a prohibition on new cleaner fuel facilities since such fuels, while better

from an emissions standpoint, have similar flammable properties as traditional fossil fuels and can also negatively impact surface and groundwater in the event of a major spill.

Throughout the City's public outreach process, staff heard from several stakeholders including the City's Climate Action Team that the code changes should allow a pathway for cleaner fuel facilities in order to support a transition away from less-climate friendly fossil fuel sources. The advocacy in favor of allowing newer cleaner fuel facilities raises a legitimate policy question, which is: should the code weigh risks to public safety and the environment more heavily than the role that cleaner fuel may play in transitioning away from traditional fossil fuels? What if the environmental impacts from cleaner fuel facilities could be addressed?

In response to this policy choice, the current draft of the code changes contains an "Option A" that would prohibit new cleaner fuel facilities (except for conversions of existing bulk fossil fuel or new small fuel facilities), and an "Option B" that would allow new cleaner fuel facilities up to 1 million gallons, subject to a conditional use permit (CUP) and specific development standards. Both options were included in the SEPA (environmental) review and public comment draft of the code. On further analysis, staff believes that either approach is defensible.

Option A is clearly a more conservative approach which focuses on public safety and minimizing potential risks to the environment. Advocates for this approach point out that this option still allows for conversion of existing bulk fossil fuel facilities to cleaner fuels with minimal process, and additionally allows such facilities to be expanded by 15% capacity. Option A would also allow for new small cleaner fuel facilities (less than 60,000 gallons). Option A would not preclude reconsideration of a code amendment at a later date to allow specific types of cleaner fuel facilities, when more is known about the future of the fuel economy, automotive technology, etc. However, this approach would likely hinder parallel efforts locally to advance climate action goals that promote a transition from fossil fuels to cleaner fuels, even if no one knows exactly what the future of alternative fuels will look like.

Option B would allow large new cleaner fuel facilities in the IH, Heavy Industrial District subject to a conditional use permit which involves a public hearing. The reason for accepting this option would be to support efforts locally to advance climate action goals, specifically to promote a transition from fossil fuels to cleaner fuels. According to research by the City's Climate Action Team, it is improbable that there will be a sudden switch in the U.S. from fossil fuel-powered vehicles to all-electric vehicles. Instead, a more likely future is one where alternative cleaner fuels will serve as a more environmentally-friendly 'bridge' to a society of all-electric powered vehicles. While the exact trajectory or duration of this transition period is not known, it is clear that the per capita use of fossil fuels is decreasing in Washington State. Option B is generally supported by the City's Climate Action Team, Port, WSPA, and tenants in the Port which currently handle fossil fuels.

Advocates for Option A have expressed concerns about public safety and impacts to the environment from spills if new cleaner fuel facilities are allowed, again because of similar properties to traditional fossil fuels. Under Option B, concerns of risks to public safety and the environment would be addressed by the approval process and development standards, as follows:

- Conditional use permit, SEPA (Environmental Review) required
- Minimum 1,000' buffer from residential zoning
- Maximum size = 1M gallons or 3 acres of land, whichever is smaller
- Construction to seismic standards; approval of fire response and spill control plans
- Greenhouse gas emission study required

- Financial assurance in case of accident required
- Annual report to City regarding capacity, shipment activity/type required
- Permit oversight by the Southwest Washington Clean Air Agency and WA Department of Ecology

Either option is defensible based on city policies, but given the Council's clear commitment regarding advancing its Climate Action Strategy, staff believes that a more forward-looking approach would be to incorporate Option B into the final ordinance. As more information becomes available regarding specific types of cleaner fuel that are more (or less) desirable, the ordinance could always be revisited at a future date.

Public Input on Remaining Policy Issues

Planning staff has had several meetings to discuss the proposed code amendments with identified stakeholders representing the fossil fuel industry as well as environmental interests. SEPA comment letters were received from ACE (environmental consortium), Western States Petroleum Association (WSPA), and Port of Vancouver (attachments 1-3). Staff is currently developing responses to the main points in each of the letters for the September 12 workshop.

Planning Commission Review

The Planning Commission has held four workshops to discuss possible code amendments to fossil fuel uses, with their most recent one on July 12, 2022. At the July workshop, the Planning Commission indicated that the proposed amendments seemed responsive to their prior feedback and the direction from Council, and that they were comfortable with scheduling the proposed amendments for a public hearing, at which time more comprehensive public input will be considered. Staff is currently preparing materials for the September 13 Planning Commission hearing, which will respond to the various public comments received to-date.

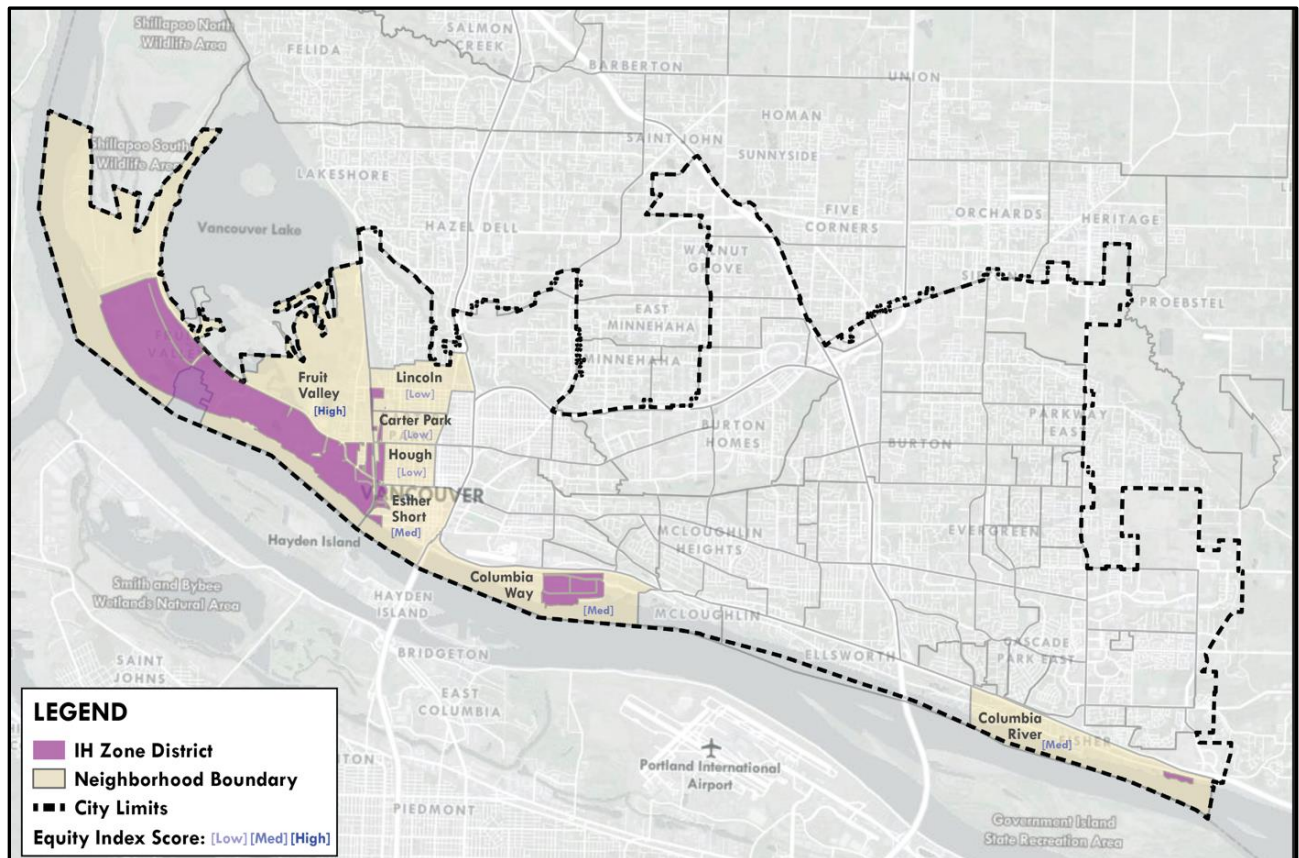
Next Steps

Staff will convey City Council feedback regarding the two remaining policy issues to Planning Commission at their public hearing on September 13. Planning Commission will consider public testimony and then make their recommendations on a final draft of the code changes, which staff will then translate into ordinance format for Council's consideration. A public hearing on the amendments is tentatively scheduled for City Council on October 3, and the ordinance, if adopted, would normally take effect thirty (30) days later. This period can be shortened to 15 days or less if needed. The temporary moratorium is set to expire on November 8, 2022.

Questions?

Please contact Chad Eiken, CDD Director, at chad.eiken@cityofvancouver.us, or Bryan Snodgrass, Principal Planner, at bryan.snodgrass@cityofvancouver.us.

Attachment 1: Map Showing Heavy Industrial Districts with Neighborhood Equity Scores





Holli Johnson
Senior Manager NW Region

August 30, 2022

Via Email:

bryan.snodgrass@cityofvancouver.us

Bryan Snodgrass
Responsible Official
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Re: Western States Petroleum Association Comments on the City of Vancouver's August 16, 2022, SEPA Determination of Environmental Non-significance for Vancouver Fossil Fuel Standards Proposal

Mr. Snodgrass:

Western States Petroleum Association (WSPA) again appreciates the opportunity to provide comments on the City of Vancouver's (City) Determination of Non-significance (DNS) for the Vancouver Fossil Fuel Code Standards Proposal (Proposal). The Proposal consists of proposed zoning code amendments, Planning Commission version (revised July 5, 2022).

WSPA filed comments on, and appealed, the previous DNS for an earlier version of the Proposal. The City withdrew the prior DNS and reissued a new DNS concluding:

The City of Vancouver has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030. An Environmental Checklist is available from City staff.

This determination is based on the following findings and conclusions: Uses would be prohibited in most districts in the city and where allowed in the Industrial Heavy Zoning District would be regulated according to development standards addressing size, location, operation, and health and safety.

The current DNS suffers from the same infirmities as the prior DNS as detailed in this comment letter.

WSPA is a nonprofit trade association representing companies that explore for, produce, refine, transport, and market petroleum and petroleum products in five western states, including Washington. WSPA members have operated petroleum terminals in the City for many years. These facilities supply fuel to the region, provide critical emergency infrastructure, and have many positive impacts on the economy, including providing family-wage jobs.

WSPA and operators of facilities targeted by the existing moratorium and the Proposal have previously outlined for the City the significant harm these regulations are having and will continue to have on structure safety, transition to lower-carbon fuels, reduction of greenhouse gases

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(GHG), improvements to existing infrastructure, and displacement of fuel transportation to less-safe methods—all of which have direct and significant environmental impacts.

In completing a revised environmental checklist (Checklist) and issuing the DNS, the City has still yet to analyze these undesired impacts. WSPA respectfully asks the City to withdraw the DNS, issue a Determination of Significance (DS), and prepare an Environmental Impact Statement (EIS).

1. The City failed to acknowledge, investigate, and assess the full range of potential environmental impacts.

At the heart of SEPA is the legislative mandate that governmental entities “[u]tilize a systematic, interdisciplinary approach which will insure the integrated use of the natural and social sciences and the environmental design arts in planning and in decision making which may have an impact on the environment[.]” RCW 43.21C.030(a). To that end, agencies and local governments must include with every legislative proposal a “*detailed* statement” fully analyzing environmental impacts and alternative courses of action. RCW 43.21C.030(c) (emphasis added).

Accordingly, throughout the SEPA process, cities are required to “*carefully consider* the range of probable impacts, including short-term and long-term effects[.]” both inside and outside the local jurisdiction and state.¹ A city’s careful consideration must include both direct and indirect consequences.²

As part of the threshold determination process, a city must identify, investigate, and thoroughly consider all potential environmental impacts.³ Obviously, this requires the City to first fully evaluate the operation and future development effects of a proposed legislative amendment.⁴ In determining the likely environmental impacts therefrom, a city is not permitted to blindly rely on its uninformed completion of an environmental checklist, but must obtain all information necessary to make an informed decision.⁵

The City has still not fulfilled these obligations here. Its completion of the Checklist and analysis of the potential environmental impacts of the Proposal is inadequate on its face. First, the City fails to include any analysis in the Checklist on how the Proposal will adversely impact existing facilities. The City, for instance, does not discuss how designating existing facilities as nonconforming uses will complicate and inject significant uncertainty into the review and approval of proposed improvements/alterations of current infrastructure, nor how requiring a highly

¹ WAC 197-11-060(4)(b)-(c) (emphasis added).

² WAC 197-11-060(4)(d).

³ WAC 197-11-330(4), imposing requirements of WAC 197-11-080(1) (“agencies shall obtain and include” all “information on significant adverse impacts essential to a reasoned choice among alternatives” if it “is not known, and the costs of obtaining it are not exorbitant[.]”).

⁴ WAC 197-11-060(3).

⁵ *Id.*; WAC 197-11-335; *Anderson v. Pierce Cty*, 86 Wn. App. 290, 302, 936 P.2d 432 (1997) (In order for a DNS or MDNS to survive judicial review, “the record must demonstrate that environmental factors were adequately considered [and that the decision] was based on information sufficient to evaluate the proposal’s environmental impact.”) (internal quotation marks and citation omitted).

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discretionary conditional use permit for other projects will also result in deterrence, abandonment, or relocation of desirable projects, including cleaner fuel projects.

In completing the required supplemental sheet in the Checklist for non-project actions, the City simply refers to earlier sections of the Checklist with reference to Section B without meaningful analysis or factual support. Moreover, there is no Section B in the version of the Checklist we have to confirm exactly what sections the supplemental sheet refer to. This is a significant defect in the Checklist where the supplemental sheet relies heavily on the nonexistent Section B. The City also completely ignored the issues repeatedly raised by industry experts throughout the City's ongoing fossil fuel regulation process.⁶

Another infirmity is that in the Checklist, the City notes several times that the proposed code could, as an option, allow new cleaner fuels storage and handling facilities. Page 5. Yet the proposed code does not include this option, causing further unstudied impacts through elimination of potentially beneficial projects. See Section 20.895.110.F.1 of the Proposal.

In sum, there is insufficient analysis for the threshold determination process. For this and all the other issues identified above, the City must obtain the available information necessary to adequately analyze all the environmental impacts of the Proposal. It clearly has not done so yet. Accordingly, the DNS should be withdrawn again.

2. The Proposal will cause probable significant adverse impacts.

SEPA requires a lead agency to issue a DS and prepare an EIS when a proposal is likely to have probable significant adverse environmental impacts.⁷ A threshold determination cannot rely on the fact that a proposal's purported benefit may outweigh the environmental impacts.⁸ Indeed, SEPA expressly acknowledges that even proposals that are purportedly designed to improve the environment "may also have significant adverse environmental impacts."⁹ As such, the responsible official must consider *all* probable significant adverse impacts, regardless of whether they are direct, indirect, or cumulative.¹⁰ In this case, an EIS is necessary because the Proposal will cause probable significant adverse impacts.

⁶ The ban on new terminals significantly impacts the environment by preventing new facilities and upgrades that would increase efficiency, reduce GHG, and comply with lower-emission federal and state fuels law; discouraging safety improvements, such as seismic retrofitting; blocking the introduction of future technologies to the current fuel infrastructure framework; forcing fuel facilities to stay in areas with heightened seismic and groundwater risk by prohibiting fuel suppliers from relocating to safer locations; and distorting the supply of fuel to less-efficient and potentially riskier methods of transportation and storage.

⁷ RCW 43.21C.031; see *also* WAC 197-11-330 (threshold determination process) & 197-11-782 (defining "probable").

⁸ WAC 197-11-330(5) ("A threshold determination shall not balance whether the beneficial aspects of a proposal outweigh its adverse impacts, but rather, shall consider whether a proposal has any probable significant adverse environmental impacts under the rules. For example, proposals designed to improve the environment, such as sewage treatment plants or pollution control requirements, may also have significant adverse environmental impacts.").

⁹ *Id.*

¹⁰ WAC 197 11-060(4); see *also* WAC 197-11-330.

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For example, the Checklist wrongly concludes that there will be no significant impacts to energy resources. Page 14. The DNS offers no evidence or analysis for this statement, which is contrary to industry testimony provided throughout the legislative process. The DNS ignores the probable significant adverse impacts to energy resources that will result from the City's prohibition on new bulk terminal and fuel handling facilities, even though a reduction of fuel supply is part of the City's stated purpose for adopting the Proposal. Further, by treating existing facilities as nonconforming uses, and requiring conditional use permits for other projects, the Proposal imposes extremely restrictive and uncertain limitations on the alteration and improvement of existing infrastructure. This will clearly delay and effectively discourage the investment in facility modifications to meet changing markets and improve production efficiency.

The Proposal would also create barriers to fuel facility upgrades that would improve safety, lower facility emissions, and allow for the introduction of new fuel technology. Each time fuels with lower emissions are developed or required by a governmental entity, new or updated infrastructure is needed to provide that fuel. The Proposal would prohibit improvements and beneficial innovation to the City's fuel infrastructure. Its effect is to freeze the current fuel supply system in place. Further, by uniformly blocking new fuel infrastructure in the City, the Proposal would force fuel distribution into less-efficient routes around the City and modes such as truck that increase GHG and other emissions.

These are just a few of the "probable significant adverse environmental impacts" caused by the Proposal. From its completion of the Checklist and issuance of the DNS, it is apparent that the City has still not studied or even meaningfully considered these issues. Accordingly, the DNS must be withdrawn and an EIS must be completed to evaluate these impacts.

Sincerely,



cc: Jessica Spiegel, WSPA
Jodie Muller, WSPA



August 30, 2022

Bryan Snodgrass, Principal Planner, CDD
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

cc: Vancouver City Planning Commission; Vancouver City Council

Re: SEPA Checklist and SEPA Determination of Non-Significance for Vancouver Fossil Fuel Code Standards Proposal

Columbia Riverkeeper, Washington Environmental Council, Sierra Club Loo Wit, Washington Physicians for Social Responsibility, Oregon Physicians for Social Responsibility, Friends of the Columbia Gorge, Sunrise Southwest Washington, Vancouver Audubon Society, and the Alliance for Community Engagement support Vancouver's ongoing effort to develop a permanent ordinance prohibiting new or expanded bulk fossil fuel infrastructure in Vancouver. We offer the following comments on the Determination of Nonsignificance (DNS) and the State Environmental Policy Act (SEPA) Checklist for Vancouver's proposed Fossil Fuel Code Standards ("proposed code standards").

The proposed code standards represent an important step forward for protecting community health and safety from large-scale fossil fuel facilities in Vancouver. We agree with City staff that banning new large-scale fossil fuel facilities in Vancouver warrants a DNS, as reflected in Option A. We encourage Vancouver to ground the policy and the SEPA analysis firmly in health and safety concerns about these types of fossil fuel facilities and ensure that the final determination and code reflect these concerns.

1. Prohibiting new or expanded large-scale fossil fuel facilities will not have a probable significant adverse impact on the environment.

The proposed code standards will help to protect Vancouver communities from the health and safety impacts of new or expanded fossil fuel facilities, including air pollution, water pollution, and public safety hazards related to storing and handling large quantities of fossil fuels. Vancouver's SEPA Checklist demonstrates that the ordinance will address public and environmental health and safety impacts associated with fossil fuel facilities. In addressing

whether there are environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal, the SEPA Checklist states, “Some industrial uses involving chemical manufacturing, smelting, or fossil fuel or renewable fuel processing, handling, and storage have risks, impacts, and vulnerabilities, such as: explosive and fire risks, spill, exposure to toxic chemicals, odor, stormwater, and waste products.”¹ By highlighting the types of risks avoided through the passage of the fossil fuel ordinance, the City’s SEPA analysis supports the DNS.

Vancouver has experience in reviewing the potential health and safety impacts of fossil fuel terminals. For example, the City of Vancouver participated extensively in the review process for the Tesoro-Savage oil train terminal. The environmental impact statement for that project concluded that fossil fuel trains could impose significant negative impacts: “The direct and indirect impact analysis determined that some significant impacts could be unavoidable, related to rail accidents, emergency response delays resulting from additional train traffic, and environmental justice impacts to minority or low-income populations along the rail corridor.”² The proposed ordinance would avert these impacts for new large-scale fossil fuel facilities.

Specific examples of new potential large-scale fossil fuel facilities include liquefied petroleum gas or liquefied propane gas (LPG) facilities, liquefied natural gas (LNG) proposals, coal terminals, and other facilities such as natural gas liquids or fracked gas-based methanol facilities. The SEPA Checklist states that the ordinance is intended to “avoid and minimize any impacts to adjacent communities from fire or explosion.” For facilities that invite long trains and large storage volumes of fossil fuels, the risks are tremendous. For instance, potential LNG train traffic drew sharp opposition from the National Association of State Fire Marshals³ and the National Transportation Safety Board due to unstudied and potentially catastrophic public health and safety risks.⁴ Storing LNG in rail cars or storage tanks poses significant public health and safety risks for communities within a large area near the LNG facility or rail car. In 2021, the Washington Post reported that scientists were alarmed by the potential ramifications of an LNG leak resulting in a vapor cloud and fire.⁵ E&E News reported in 2022, “...near-misses and environmental problems highlight the risk. Most recently, a fireball at a plant near Freeport, Texas, touched off a fire that burned for 40 minutes, led to the temporary closure of the plant and knocked about 20 percent of U.S. export capacity offline for months.”⁶ These concerns

¹ SEPA Checklist, p. 14.

² Washington Energy Facility Siting Council. 2017. Final Environmental Impact Statement for the Tesoro-Savage Oil Train Terminal. p. ES-21.

³ National Association of State Fire Marshals (NASFM). 2019. Comment from re: Docket Number PHMSA-2018-0025 (HM-264) – LNG by Rail. <https://www.regulations.gov/document/PHMSA-2018-0025-0096>

⁴ National Transportation Safety Board. 2019. Comment from re: Docket Number PHMSA-2018-0025 (HM-264) – LNG by Rail. <https://www.regulations.gov/document/PHMSA-2018-0025-0078>

⁵ Will Englund. June 3, 2022. Engineers raise alarms over the risk of major explosions at LNG plants. <https://www.washingtonpost.com/business/2021/06/03/lng-export-explosion-vce/>

⁶ Mike Soraghan and Mike Lee. June 28, 2022. LNG explosion shines light on 42-year-old gas rules. E&E News. <https://www.eenews.net/articles/lng-explosion-shines-light-on-42-year-old-gas-rules/>

underscore Vancouver's conclusion that the ordinance would not have a negative impact on the environment and instead avoid significant risks.

Train terminals that involve the storage and handling of large volumes of LPG would also pose major health and safety risks, including fire and explosion risks. A recent study published by the American Chemical Society notes,

LPG...possesses flammable and explosive properties. With its flammability, LPG is easily ignited, while it is leaking in the course of transportation and processing, thus causing fire or explosion, especially in a confined space. The explosion of LPG is characterized by a high diffusion rate and rapid combustion speed. The explosion disaster induced by LPG leakage has resulted in a high number of economic losses and casualties.⁷

Storage and transport of LPG both carry risks of explosion. Avoiding these types of risks will benefit Vancouver's environment and the health and safety of its communities. Accordingly, the DNS is correct in concluding that the avoidance of these risks will not have a negative impact on the environment.

The DNS correctly concludes that large-scale fossil fuel facilities pose spill risks, and that avoiding these risks would not have a negative impact on the environment. In passing the moratorium related to large-scale fossil fuel facilities, the City referenced significant spill risks from a large seismic event, such as a Cascadia Subduction Zone earthquake. The SEPA analysis provides clear evidence for the potential seismic risks that exist throughout industrial zones in Vancouver. Exhibit 2 of the SEPA Checklist depicts soil liquefaction hazards in Vancouver's industrial zones.⁸ The placement of additional flammable or toxic fuels in liquefaction zones could exacerbate existing spill, fire, and emergency response concerns related to existing facilities. The ordinance would help Vancouver avoid these significant new health and safety impacts while also providing flexibility for terminal operators to reduce these risks. The SEPA analysis highlights that the ordinance would not encumber seismic and safety upgrades at existing facilities, stating, "The City of Vancouver identified 6 existing large-scale (bulk) fossil fuel facilities. This non-project action will allow existing facilities and maintenance/upgrades provided there is compliance with City codes including seismic, fire protection, and spill prevention."⁹ Additionally, facilities that undergo seismic upgrades and convert to cleaner fuels may expand storage up to 15%.

⁷ Liang et al. 2021. Risk Assessment of Liquefied Petroleum Gas Explosion in a Limited Space. <https://pubs.acs.org/doi/10.1021/acsomega.1c03430>

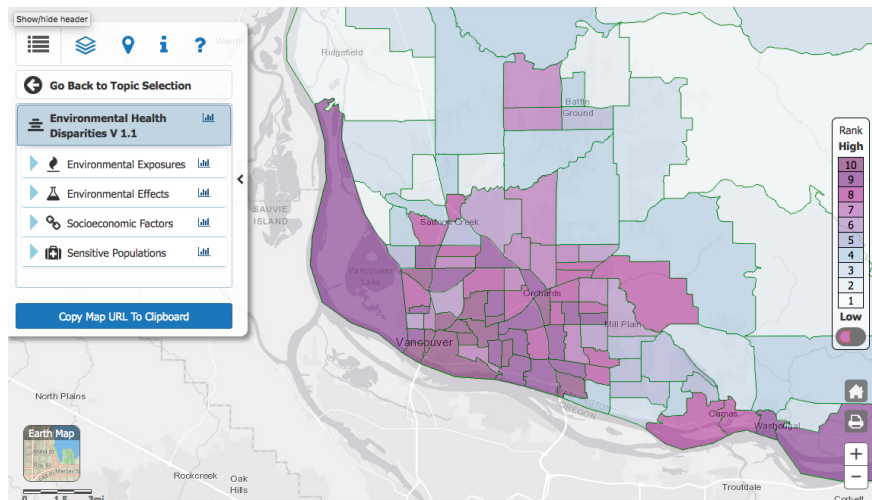
⁸ SEPA Checklist, p. 6.

⁹ SEPA Checklist, p. 16.

2. Prohibiting new or large-scale fossil fuel facilities will protect the health and safety of Vancouver residents, including BIPOC, lower-income, and other traditionally marginalized communities who already experience environmental health disparities.

The proposed code standards will help the City of Vancouver protect communities from the health and safety impacts of new or expanded fossil fuel facilities, including air pollution, water pollution, and public safety hazards related to storing and handling large quantities of fossil fuels. Although Vancouver has been working towards implementation of a Climate Action Plan (CAP) to diminish its fossil fuels for climate-related reasons, the prohibition on new large-scale fossil fuel facilities was originally conceived as a policy that would assist Vancouver in avoiding compounding environmental inequities already present, by reducing and averting health and safety risks.

Already, the environmental health impacts of fossil fuel facilities place disparate burdens on communities within Vancouver. Vancouver communities of color and low-income communities experience some of the most significant environmental health disparities in Washington, which would only be exacerbated by any new or expanded fossil fuel facilities.¹⁰ The proposed ordinance avoids worsening environmental health disparities already present in Vancouver and demonstrates an awareness of the difficulties these communities face.



Environmental Health Disparities in Vancouver.¹¹

Source: [Washington Environmental Health Disparities Map](#). July 2022.

Data from the Washington Department of Health's Environmental Health Disparities Map support the prohibition of new bulk fossil fuel storage and handling facilities. Communities near

¹⁰ Washington Department of Health. Environmental Health Disparities Map. <https://fortress.wa.gov/doh/wtnibl/WTNIBL/>. Accessed 7.11.2022.

¹¹ *Id.*

industrial and high-traffic areas experience elevated exposure to air pollution that causes respiratory illness, such as low-level ozone, diesel particulates, and other pollution. Vancouver’s own experience with a proposed large, train-supplied fossil fuel terminal shows that fossil fuel train terminals have significant environmental justice implications. The Final Environmental Impact Statement for the Tesoro-Savage proposal concluded that there would be “environmental justice impacts to minority or low-income populations along the rail corridor.”¹²

3. The DNS supports Option A regarding new cleaner fuel facilities and the requirement for a conditional use permit for facilities that choose to undergo conversion and expansion.

The DNS states, “Uses would be prohibited in most districts in the city and where allowed in the Industrial Heavy Zoning District would be regulated according to development standards addressing size, location, operation, and health and safety.” The DNS and SEPA Checklist describe spill, fire, and other potential impacts that could result from new cleaner fuels facilities where they would be allowed—an indication that consideration of new facilities is better suited to a separate process from the proposed code standards. New cleaner fuel facilities could result in significant impacts distinct from current fossil fuel storage (and limited expansions), because they involve potentially new locations and differing risks. Given the SEPA Checklist’s finding that industrial uses involving renewable fuel processing carry risks, impacts, and vulnerabilities,¹³ the DNS supports Option A.

We support the requirement for conditional use permits for projects that convert to new cleaner fuels with a potential 15% expansion. The conditional use process will provide the community with an opportunity to understand and provide input on the potential impacts of cleaner fuel expansions. The requirements for facilities to meet seismic, spill prevention, fire protection, and emergency response will help to ensure that converted facilities do not adversely impact communities in Vancouver. However, potential expansions could add millions of gallons of fuel storage to Vancouver, and Vancouver communities deserve the opportunity to weigh in on any conversion-expansion proposal in a public hearing.

4. New facilities deserve specific consideration in a separate process.

As articulated above, a DNS correctly upholds the focus on banning large-scale fossil fuel facilities and enabling, through a conditional use permit review process, the expansion of existing facilities that convert to cleaner fuels. However, we urge caution regarding new facilities under this SEPA determination. Energy facilities of all kinds come with a suite of impacts, including: transportation impacts, water use and quality impacts, and air pollution. Expanding

¹² Washington Energy Facility Siting Council. 2017. Final Environmental Impact Statement for the Tesoro-Savage Oil Train Terminal. p. ES-21.

¹³ SEPA Checklist, p. 14.

the code to allow new types of facilities that are linked to the City's CAP may have unintended consequences of impacting the health and safety of the neighborhoods and communities nearby. For example, the SEPA Checklist acknowledges that new cleaner fuel facilities may increase spill risks in new areas in Vancouver.¹⁴ That fact is highlighted by the February 2022 spill near Scappoose, Oregon, where a hazmat team was called to the site of a renewable diesel spill.¹⁵ The incident demonstrates that renewable diesel spills pose environmental risks to soil and water resources while also requiring a significant emergency response. Additionally, the potential aggregation of multiple new cleaner fuel facilities does not appear to be sufficiently addressed in Option B, creating potential concerns for areas that could see multiple new proposals. While the code limits each new facility to 1 million gallons of "cumulative" storage, it does not address the potential for multiple facilities to aggregate in an area.

To allow for a more robust assessment of impacts of facilities linked to the City's CAP, we recommend a separate process that can establish the right type of protective measures as part of the transition to a clean energy economy. We also recommend that the City ensure a robust SEPA review process and conditional use permit process for any new facilities that are ultimately allowed under this code change, should the Council choose Option B. This should include adequate time (e.g. at least a 60 day public comment period) and public notification and a public engagement process. These steps will help ensure that the risks of new facilities are understood on a case-by-case basis, and that the community has time to engage meaningfully in that process.

5. Conclusion

We strongly support the proposed ordinance and Option A moving forward, and we appreciate the time and diligence City staff have devoted to the process of developing the SEPA Checklist, DNS, and proposed ordinance language. Prohibiting new large-scale fossil fuel facilities warrants a DNS, and the DNS is supported by information in the City's SEPA analysis. The proposed ordinance could avoid worsening environmental health disparities in Vancouver, a core goal of the proposed ordinance and the moratorium currently in place. And, the City should be cautious about overextending this policy effort to an issue that requires more research and community engagement.

Sincerely,

Dan Serres, Conservation Director, Columbia Riverkeeper
Cathryn Chudy and Heidi Cody, Alliance for Community Engagement
Rebecca Ponzio, Climate and Fossil Fuel Program Director, Washington Environmental Council

¹⁴ *Id.*

¹⁵ KATU. February 4, 2022. Hazmat team called to railcar leak in Scappoose.
<https://katu.com/news/local/hazmat-team-called-to-railcar-leak-in-scappoose>

Kelsey King, Group Chair, Sierra Club Loo Wit

Denise Lopez, Conservation Organizer, Friends of the Columbia Gorge

Susan Saul, Conservation Chair, Vancouver Audubon Society

Daniela Jokela, Sunrise Southwest Washington

Riley Lynch, Climate and Health Program Manager, Washington Physicians for Social
Responsibility

David De La Torre, Healthy Climate Program Director, Oregon Physicians for Social
Responsibility

August 30, 2022

City of Vancouver
SEPA Responsible Official
Attn: Bryan Snodgrass, Principal Planner
P.O. Box 1995
Vancouver, WA 98668-1995

RE: SEPA Determination of Non-Significance -
Vancouver Fossil Fuel Code Standards Proposal

SEPA Responsible Official,

These comments are provided on the Determination of Non-Significance (DNS) issued by the City of Vancouver (City) on August 16, 2022, under the State Environmental Policy Act (SEPA) for the Proposed Amendment to the City of Vancouver zoning code pertaining to fossil fuels. The comments are provided pursuant to Washington Administrative Code Section 197-11-340 and the City's published DNS comment period.

The Port of Vancouver, USA (the Port) reviewed the DNS, the accompanying SEPA checklist, the proposed code language, legislative history for the proposal, and the moratoriums. After reviewing this information, the Port has the following comments.

The Port supports the City's strong commitment to environmental leadership and appreciates and supports the City's interest in protecting natural resources by promoting the safe storage and use of fossil fuels and moving away from reliance on fossil fuels. This is evidenced in part by the Climate Action Plan¹ and Renewable/Clean Energy Policy² adopted by the Port. Furthermore, the Port's Strategic Plan establishes a vision to "build a community connected to a world of economic opportunity that supports a healthy environment, trade and living wage jobs."

The Port is fully in support of the City's proposal to permanently ban new bulk fossil fuel terminals as currently addressed by the moratorium and the allowances for addressing maintenance, repair, conversions, and expansions of existing facilities that support a pathway to use of cleaner fuels. However, the Port still has concerns that the proposed code language lacks a size threshold, lacks clarity, is too restrictive for conversions and small-scale facilities, will impact activities that pose little risk and have limited emissions and will be a disincentive for projects to take positive steps toward reducing fossil fuel use and encouraging renewable/cleaner fuels. The Port would also like the City to consider these regulations within the framework of the City's draft Climate Action Plan and the identified Early

¹ Available at: https://www.portvanusa.com/assets/Final-CAP-11-12-21_SCREEN.pdf

² Available at: <https://www.portvanusa.com/assets/FINAL-Renewable-Energy-Policy-6-25-19.pdf>

City of Vancouver
SEPA Responsible Official
c/o Bryan Snodgrass, Principal Planner
August 30, 2022

Action Items. This regulatory action is not identified as one of the 13 Early Action Items and does not support the City's identified actions to encourage alternative fuels (draft actions 23, 26-28 and 30). The City should narrow the scope of this action to the permanent ban on bulk fossil fuel facilities and rely on existing regulations for smaller facilities and cleaner fuel facilities. Changes for these activities should be evaluated in the future once a Climate Action Plan is adopted by the City and in evaluating regulations that apply to all land uses and industries. The Port has provided specific comments should the City move forward as planned.

In order to provide input into the proposed code language, the following specific concerns have been identified by the Port:

1. The definition of "Bulk Fossil Fuel Storage" is not clear. It uses the phrases "structure, group of structures, equipment, or device" and "stores or transfers" to identify which elements that handle fossil fuels are included in the land use category. As written, this goes beyond regulating traditional bulk fossil fuel facilities as a land use to regulating individual activities or portions of activities and is not consistent with how facilities subject to the moratorium have been described. Storage and handling facilities are typically uses with these activities as their specific purpose – such as a crude oil terminal. It is unusual for this to include uses that merely use a material as part of their operations, including accessory storage such as a manufacturing facility with on-site propane storage, or diesel storage for emergency generators, a semiconductor manufacturing plant, or data center. However, the definition does not specifically exclude this while at the same time including an exclusion for finished products. The definition should specifically exclude facilities that simply use these materials such as manufacturing facilities.

The definition does not provide a size threshold, so any volume of material storage or transfer would be considered "bulk". This is contrary to typical understanding of the use type and adds uncertainty and confusion to the code. The moratorium specifically included a size threshold which is not carried forward into the permanent regulations.

The terms "stores" and "transfers" are not defined by the municipal code and could be interpreted very broadly. One example could be the small fuel tanks associated with emergency generators or fire pumps on industrial properties. These devices clearly store fossil fuels for energy purposes, yet they are vital elements for managing risk and responding to emergencies that are required by other codes. The use definition should exclude small scale storage and transfer that is part of a direct on-site use that is not otherwise considered bulk fossil fuel storage, such as use of natural gas for combustion in support of industrial processes or typical railyard activities. This is consistent with the City's decision to specifically exclude direct to consumer sales of fossil fuels from this regulation.

City of Vancouver
SEPA Responsible Official
c/o Bryan Snodgrass, Principal Planner
August 30, 2022

Fossil fuels are further defined to include those that are “used to generate energy”. It is not clear whether it is intended to define the material (fossil fuel) or whether it defines the purpose of the facility. For example, if a facility was developed to store or transfer fossil fuel that is used for a chemical feedstock and not for power generation would it be considered a “bulk fossil fuel storage and handling facility” use or a “manufacturing and production” use?

2. The requirements for a facility converting to cleaner fuels disincentivize these efforts. Requiring a Conditional Use Permit for cleaner fuel expansions would create undue uncertainty for an undertaking that should be encouraged in order to meet climate goals, especially for existing uses. Furthermore, the City’s proposed standards for conversions and expansions already establish controls and a Conditional Use Permit is not necessary.
3. The City should consider adding a provision to allow for the establishment of new bulk facilities that handle “Cleaner Fuels”. Under the current proposal a new clean fuel facility could not be established in any zone within the city. They should be allowed in the IH zone with limitations and by Conditional Use Permit in the IL zone. These allowances would encourage transition to cleaner fuels within the city consistent with climate action goals. These facilities will be necessary for clean fuel distribution in the IH and IL zones, especially for vehicles and equipment that lack viable options for or are difficult to electrify. This is especially relevant for low-income residents and small businesses in the region who may lack resources to quickly electrify their vehicles.
4. The Port supports the creation of a baseline to ensure that fossil fuel capacity is not expanded at existing bulk facilities. Facilities often may be used for multiple products based on the specific needs of the customer and nature of the facility. The port suggests removing language that restricts an existing facility’s ability move products to different storage tanks throughout the facility and limits the ability to handle a mix of cleaner and fossil fuels based on market conditions so long as the existing baseline storage capacity for fossil fuels of a facility is not exceeded.
5. The requirement for mitigation (direct) and the potential for mitigation (for indirect) emissions will be a significant disincentive for facilities to convert to cleaner fuels. A facility can avoid this expense and risk by simply maintaining the status quo and continuing to operate only with fossil fuels. The City should eliminate or narrowly define mitigation to only apply to expansion activities, only to direct emissions, and only if they are shown to result in an increase over the existing facility when considering both direct and indirect emissions.
6. The requirement for reporting will require companies to disclose sensitive product, transportation and business information and provide further disincentives to transition to cleaner fuels.

City of Vancouver
SEPA Responsible Official
c/o Bryan Snodgrass, Principal Planner
August 30, 2022

7. The new Small Fossil Fuel or Cleaner Fuel Storage and Distribution Facility use describes uses that are an “accessory facility necessary to support an onsite allowed primary use.” This indicates the City’s intent to broadly regulate storage tanks for fossil and cleaner fuels and this would apply to all uses that propose to include these facilities (except direct-to-consumer motor vehicle fuel sales). As noted above, this use could be interpreted to include small fuel tanks associated with emergency generators or fire pumps on industrial properties. These devices clearly store fossil fuels for energy purposes yet are vital elements for managing risk and responding to emergencies and are required by other codes. The use definition should exclude small scale storage and transfer that is part of a direct use on site that is not otherwise considered a bulk fossil fuel storage such as use of natural gas for combustion in support of heating and industrial processes, fuel tanks used for fueling of on-site or fleet vehicles and equipment or typical railyard facilities. This is consistent with the City’s decision to specifically exclude direct to consumer sales of fossil fuels from the provisions in these code changes.

The requirement for a conditional use permit and the limitation of the IH zone for these smaller facilities would restrict facilities for the port, require more burdensome process and add uncertainty, time, and expense for project proponents. The City should consider allowing them as a Limited use in both IH and IL zones because of the specific restrictions being proposed.

In addition to the comments noted on the proposed code language above, the SEPA checklist does not adequately address potential impacts of the non-project action. Contrary to Ecology guidance, the SEPA checklist does not consider the probable impacts of the future development that would be allowed under the proposal, but rather repeatedly states “not applicable – not a site-specific proposal” and then provides general information on the applicable environmental element with respect to the City. The SEPA checklist should have analyzed the likely impacts of the development allowed and implications of land use restrictions under the proposal within the supplemental sheet for non-project actions. The City has therefore not adequately considered the potential environmental implications of these regulatory changes.

The Port is in support of the overall policy intent behind the proposal and wants to work with the City to ensure that the proposed code revisions are clear, direct, and easy to understand so that the Port and Port tenants can make appropriate plans and investments for existing and future facilities, and City staff can apply regulatory provisions consistently. Port staff are available to support the City in review and input into revisions, both to avoid unintended consequences and to support our ongoing partnership in achieving shared climate and environmental goals.

The Port would like to thank the responsible official and City staff for considering these comments.

City of Vancouver
SEPA Responsible Official
c/o Bryan Snodgrass, Principal Planner
August 30, 2022

Please contact me at mbomar@portvanusa.com or (360) 839-3577 if you have questions, or to discuss the Port's concerns further.

Regards,

A handwritten signature in black ink, appearing to read 'Mike Bomar', is centered below the 'Regards,' text.

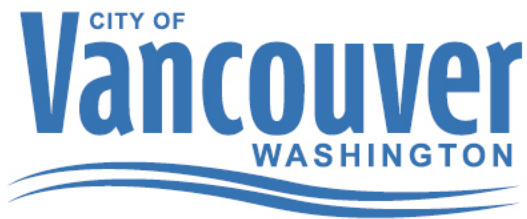
Mike Bomar
Director of Economic Development

Copies to: Mayor Anne McEnery-Ogle, City of Vancouver
Eric Holmes, City Manager, City of Vancouver



Transportation System Plan Update

Council Workshop
September 12, 2022



Rebecca Kennedy, Deputy Director, Community Development Department
Thomas Brennan, Consultant Project Manager, Nelson\Nygaard Consulting
Stephanie Wright, Nelson\Nygaard Consulting

Agenda

- Project Objectives
- Draft Big Ideas #5 and 6 and Policies, Programs, & Projects
- Draft Modal Networks
- Draft Prioritization Framework
- Next Steps



Presentation Purpose

Update on Transportation System Plan and feedback requested

Big Ideas

- Finish initial review of Big Ideas #5 and #6 and associated Policies, Programs, & Projects; Council feedback and discussion

Modal Networks

- Review draft modal networks approach and initial findings; Council questions and direction on approach

Prioritization

- Review draft project prioritization methodology; Council questions and direction on approach

Prior Council Review

Aug 24, 2020

- Intro to TSP Update

Jun 14, 2021

- Existing conditions
- City council values and the TSP
- Public outreach

Dec 20, 2021

- Project Chartering Process

Apr 25, 2022

- TSP goals

July 18, 2022

- Big Ideas
- Draft Policies, Projects and Programs (PPP)

Project Objectives & Schedule



Outcomes



**Project
Development
Process**

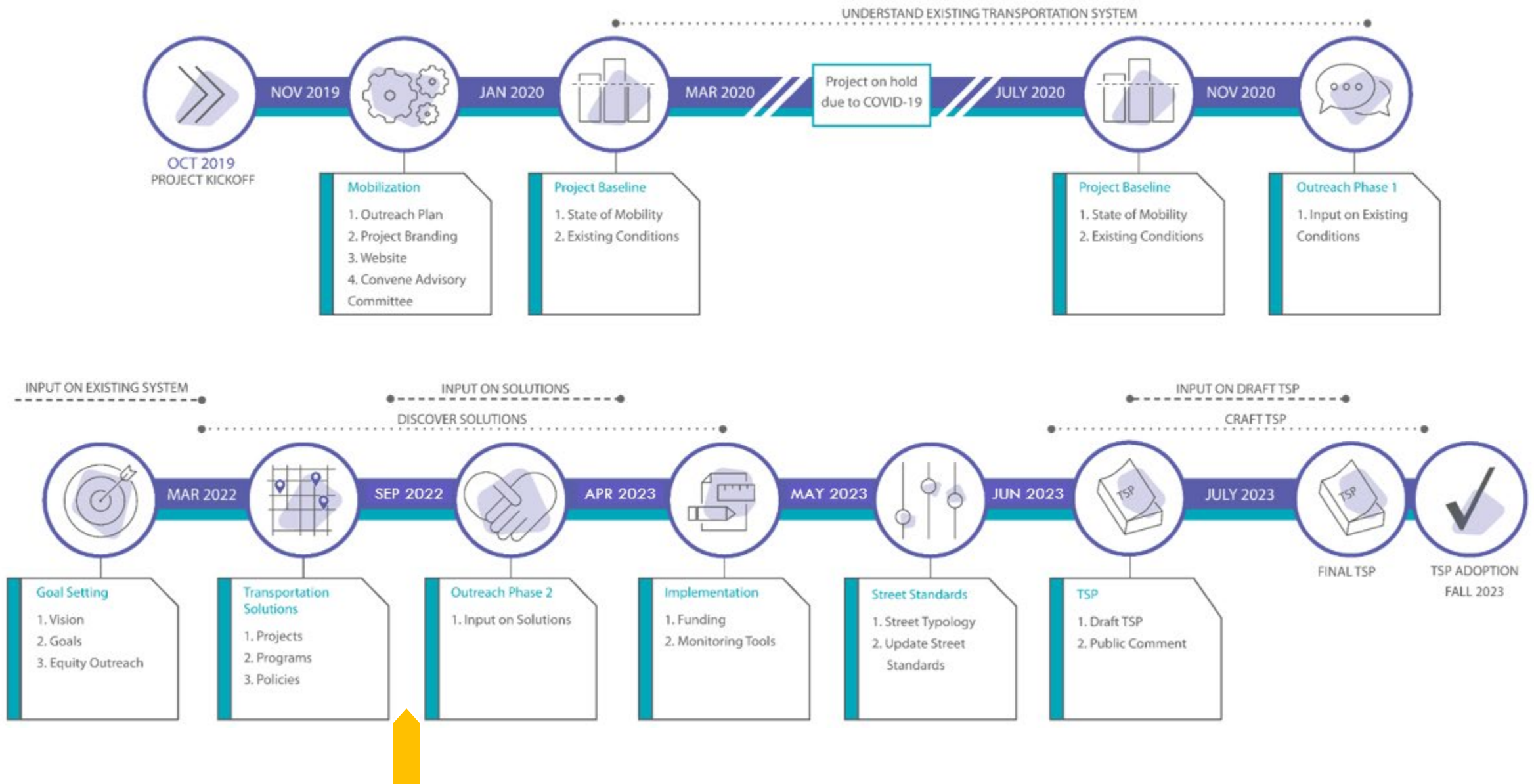


**Comprehensive
Plan Integration**

TSP Outcomes:

- Maintain quality of life in a time of growth
- Diversify transportation options
- Prioritize Safety
- Respond to community priorities
- Build support for multimodal streets

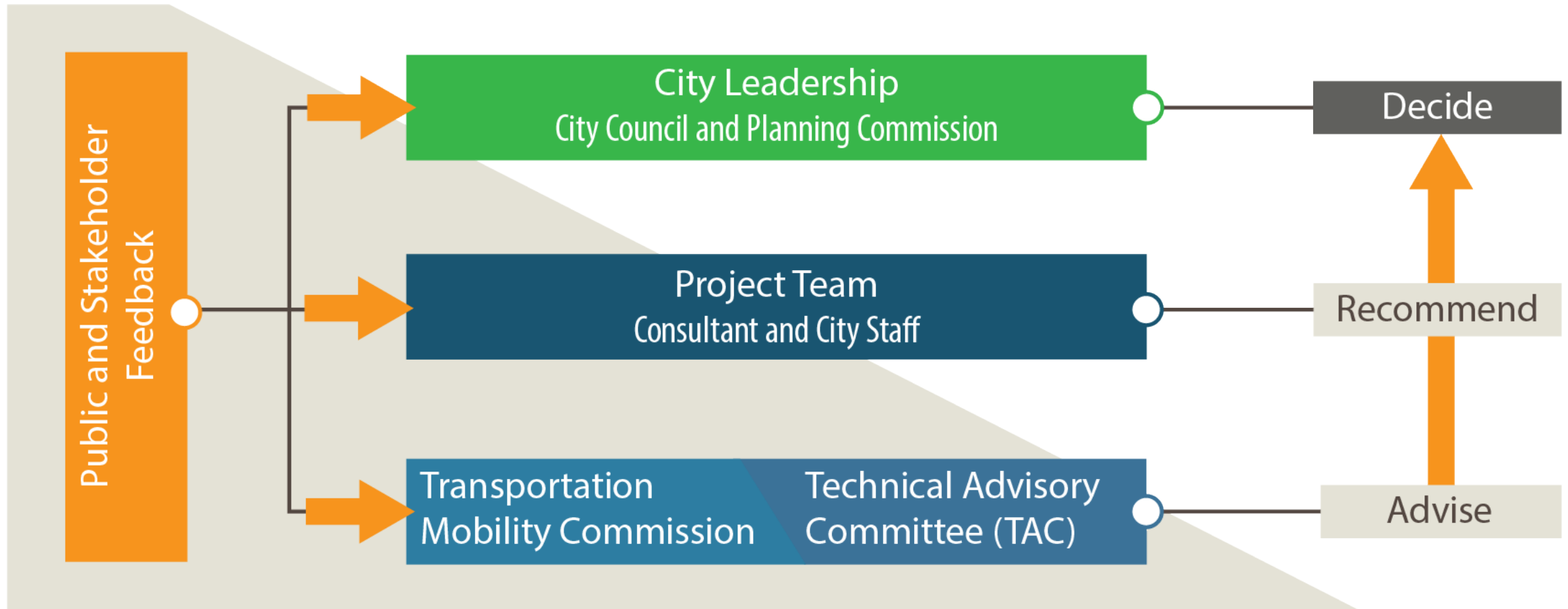




Project Development Process



Project Groups

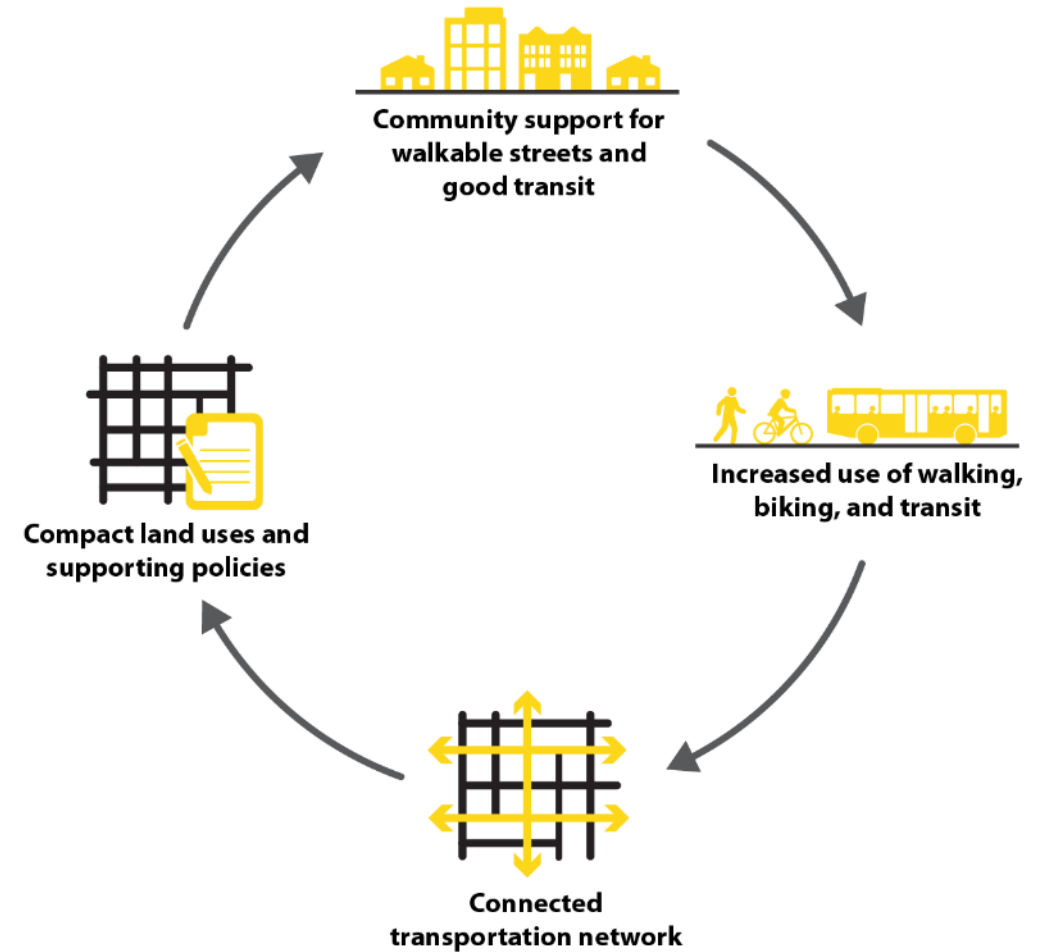


TSP Chartering Process

Project Phase	Elements	Council and TMC Action	Completed Dates/Tentative Dates
Project Baseline	- State of mobility - Existing conditions - Vulnerability analysis - Community input	TMC review	Jan 5, 2021; Mar 2, 2021; Jun 1, 2021; Jul 6, 2021
		Council workshop	Jun 14, 2021
Values and Goals	- Enhanced Transit Corridor analysis - Community input on project values and associated project opportunities	TMC review	Sep 7, 2021; Jan 4, 2022
		Council workshop	Apr 25, 2022
Final Goals and Priorities	- TSP Goals - Project prioritization process	TMC review	Mar 1, 2022; Jul 5, 2022; Sep 6, 2022
		Council workshop	Jul 18, 2022; Sep 12, 2022
		Council resolution	September 26, 2022
Solutions	- Policies, projects and programs - Modal networks	TMC review	Jul 5, 2022; Sep 6, 2022; Dec 6, 2022
		Council workshop	Jul 18, 2022; Sep 12, 2022; Nov 28, 2022
		Council resolution	December 12, 2022
Implementation	- Street typology and standards update - Pedestrian crossing policy - Performance measures - Funding recommendations	TMC review	April 2023; May 2023
		Council workshop	April 2023; May 2023
		Council resolution	May/June 2023
Plan Adoption	- Review of draft plan - Community input on draft plan - Plan adoption	TMC action item	July 2023; September 2023
		Council workshop	July 2023; September 2023
		Council resolution	September 2023

Comprehensive Plan Integration

- Land use and transportation must be integrated to achieve climate, equity, and safety goals
- Comprehensive Plan update process kicking off October/November 2022
- TSP timeline extended to align key aspects of Comprehensive Plan:
 - Goals, policies, programs, projects, and other implementation
 - Primary areas to focus growth (nodes)
 - Necessary land use changes to support overall vision
 - Modal networks
 - Street typology



DRAFT Big Ideas & Policies, Programs and Projects



Updates



**Make Growth a
Benefit for All**



**Embrace the
Future**

Updates since 7/18/22 Council Work Session

Mobility Lane

- Replacing all "bike lane" statements with "mobility lane."

Street Connectivity

- Restrict cul-de-sacs moving forward.
- Call out apartment complexes for connectivity.

Green Materials & Practices

- Add PPP around asphalt alternatives and green practices like reduced pesticide use.

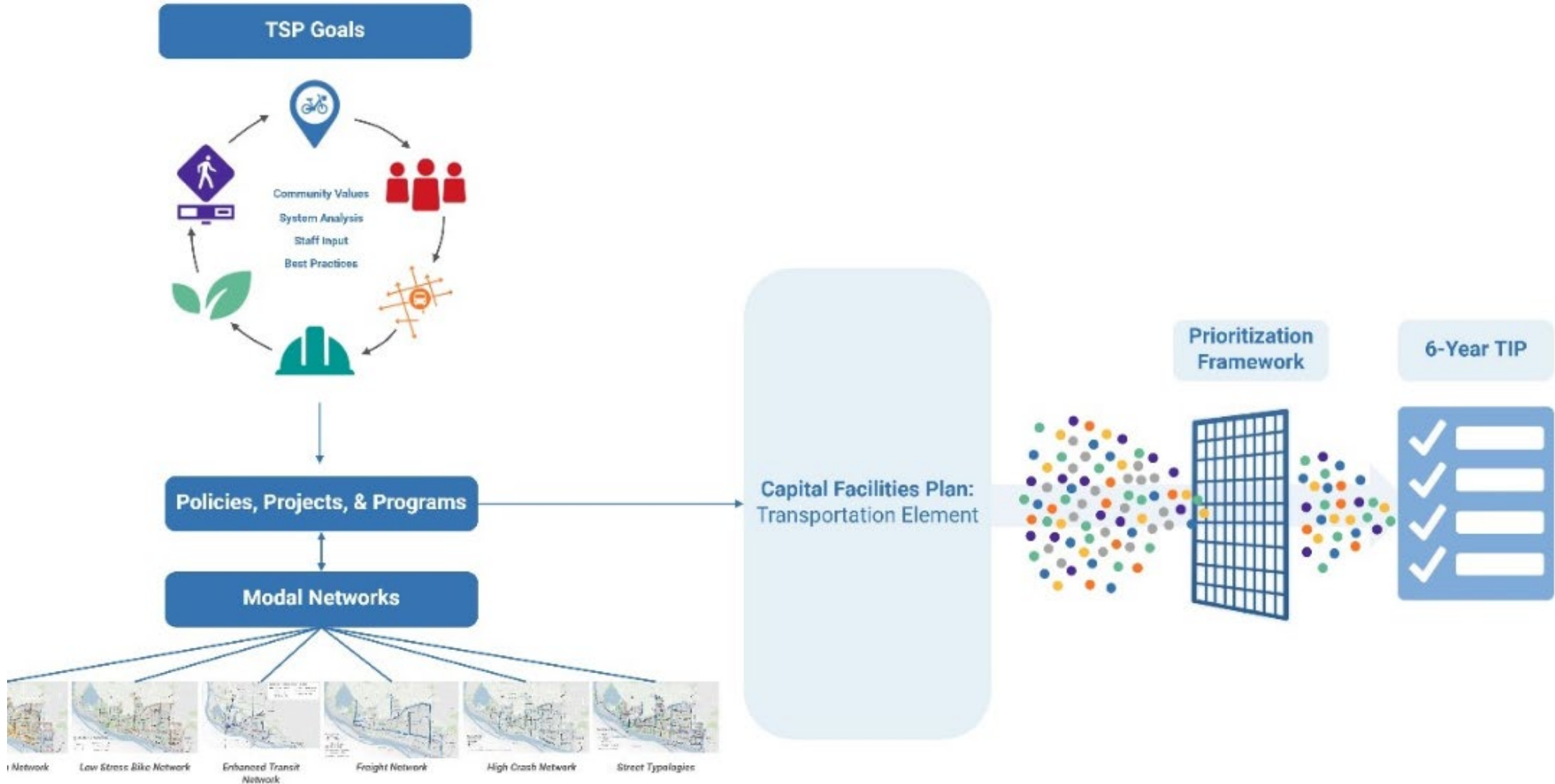
Critical Sidewalk Gaps

- Add to PPP the need for increased sidewalk maintenance funding.

Bike/Walk Routes During Construction

- Add PPP to update standards to require provision of bicycle and walking access during construction.

From Goals to Policies, Programs and Projects



Draft Final TSP Goals

- Updated Goals Framework reflect community, TAC, TMC and Council feedback.

TRANSPORTATION CHOICE



People in Vancouver have multiple comfortable, convenient options to get where they need to go.

1

SAFETY



Our transportation system keeps people safe when they walk, roll, bicycle, take transit, or drive.

2

CLIMATE



Our transportation system helps to reduce our impact on the climate and natural environment.

3

EQUITY



Transportation in Vancouver supports the needs of all and counteracts historic and current inequities.

4

REGIONAL CONNECTIVITY



People and goods flow seamlessly through the region, advancing our shared prosperity.

5

MAINTAINING OUR ASSETS



We take good care of our transportation infrastructure and invest strategically in new tools that help us operate the system better.

6

Draft Big Ideas

- Transformative ideas for the future of transportation in Vancouver
- Each big idea helps achieve our goals and objectives
- Each big idea has **policies, programs, and projects** associated with it

Support Thriving Neighborhoods

Create Complete Corridors

Connect People to Transit

Build Low-Stress Networks

Make Growth a Benefit for All

Embrace the Future

5. Make Growth a Benefit for All

Manage growth and development to support multiple transportation options and advance climate goals.

EQUITY



Coordinate with Comprehensive Plan to mitigate displacement

SAFETY



Leverage development to help build safe multimodal facilities

CLIMATE



Encourage walking, bicycling, and transit with expanded transportation demand management programs



Big Idea
**Make Growth
a Benefit for
All**

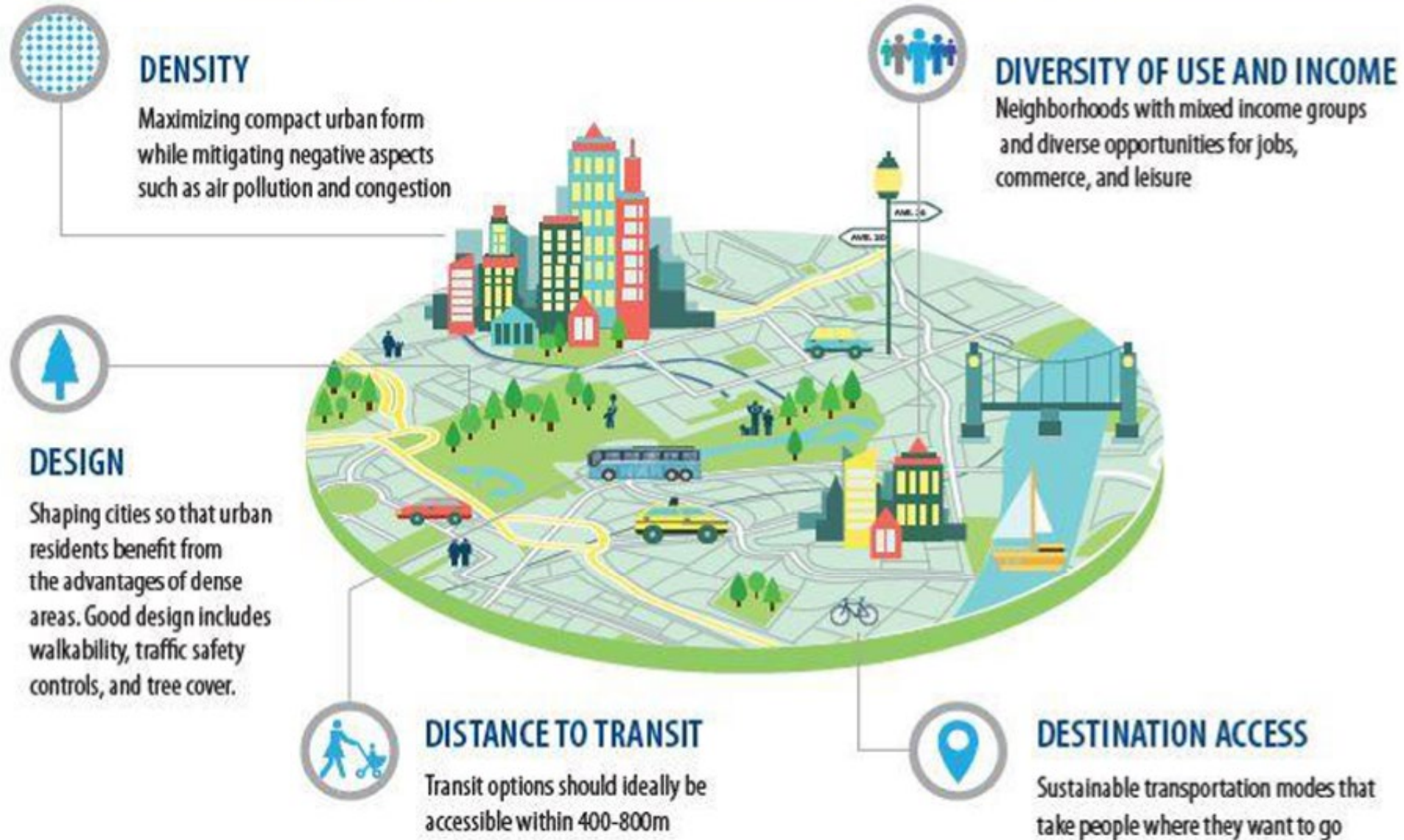
Development Review

Work with development community to establish a shared set of requirements and expectations for how development can support transportation.

Draft Programs & Projects:

- Concurrency
- Transportation Impact Fees
- Frontage Requirements
- Sidewalk Widths
- Transit Oriented Development

Outcome: Mutually Supportive Land Use and Transportation





Parking Management

Update parking codes and policies to reduce the amount of space dedicated to parking and make the cost of parking clear to users.

Draft Programs & Projects:

- Parking Space Requirements
- Residential Parking
- Downtown Parking Strategies





Big Idea
**Make Growth
a Benefit for
All**

Transportation Demand Management

Actively use demand management to encourage behavior change to more walking, biking, and transit trips.

Draft Programs & Projects:

- Expand Commute Trip Reduction
- TDM Coordinator
- Universal Transit Pass
- Demand Management as Development Mitigation

Other Policies and Programs

Downtown Circulator

Work with C-TRAN to develop a concept for a downtown circulator between major destinations.

Growth Centers

Adopt a hierarchy of growth centers such as regional centers and local centers. Use as a prioritization factor for transportation projects.

Anti-Displacement

Work across city departments to develop a set of anti-displacement policies and programs tied to transportation investments.

How well do these policies, programs,
and projects support Council and
community goals?

6. Embrace the Future

Prepare for future mobility and data needs.

EQUITY



Adopt equity-focused policies for emerging mobility and pricing strategies

SAFETY



Put safety at the center of data collection, monitoring, and emerging mobility policy

CLIMATE



Facilitate the transition to electric vehicles and support mobility options (bikeshare, scooters)



Big Idea Embrace the Future

Data Collection & Monitoring

Use data to track travel pattern changes over time

Draft Programs & Projects:

- Active Transportation Counts
- Location-Based Services
- Online System Dashboard
- Collision Dashboard



Big Idea Embrace the Future

Technology for System Management

Embrace technology as a way of managing the transportation system without expanding capacity.

Draft Programs & Projects:

- Signal Modernization
- Transportation Management Control Center
- Broadband/5G



Big Idea Embrace the Future

Electric / Autonomous Vehicles

Set city policy around EV/AV usage and role in achieving climate goals.

Draft Programs & Projects:

- Vehicle Miles Traveled (VMT) Reduction
- City Fleet



It is important to understand the issues related to equitable access to mobility, gentrification, and access as EV use and charging expands



Big Idea Embrace the Future

Emerging Mobility

Update city policies to: allow emerging mobility vendors; create data standards and sharing agreements; require equitable access to services both geographically and through reduced costs for people with low incomes.

Draft Programs & Projects:

- Bike & Scooter Share
- Mobility as a Service
- Dynamic Curb Management
- TNC Policy
- Goods Delivery
- Mobility Hubs



*New mobility investments should support
City goals and values (SDOT example)*

Other Policies and Programs

Mode Targets

Adopt targets for increased mode share for walking, bicycling, micromobility and transit to meet goal of zero carbon emissions by 2040 & create tools to manage (i.e., app-based community trip logs)

On-Street Parking Pricing & Congestion Pricing

Explore pricing as a tool to manage demand and generate transportation funding. This could include the expansion of managed/paid parking areas, demand-based parking rate setting, demand-based or time of day pricing along the city's key corridors, etc.

Light Pollution

Retrofit existing lighting infrastructure in neighborhoods to reduce light pollution. For example, fixtures with hoods or other designs that cast light downward.

How well do these policies, programs,
and projects support Council and
community goals?

Modal Networks



**Low-Stress Active
Transportation
Networks**



**Enhanced Transit
Network**



**Street Network and
Complete
Corridors**

Modal Networks and the TSP

- The TSP provides facility selection policies, design standards, and targets
- Designated networks define the long-term vision and lead to capital projects
- Prioritization (next section) identifies highest priority locations and determines phasing

Modal Networks

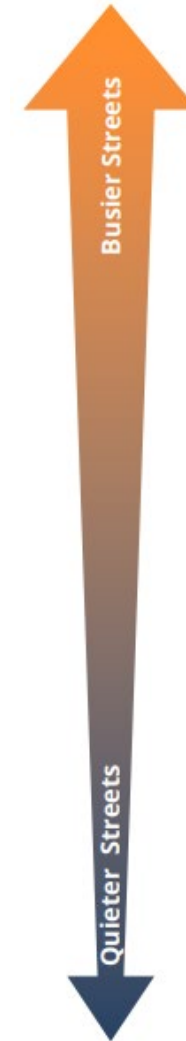
- Walking and Rolling
- Mobility (Bicycle and Small Mobility)
- Transit
- Freight (TBD)
- Complete Corridors

Low-Stress Walking & Rolling

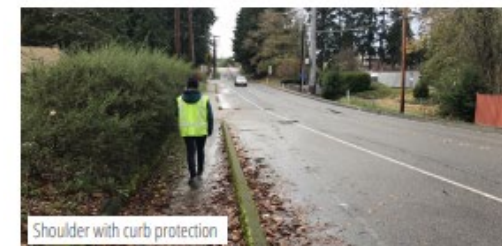
- Objective: Ensure safe walking access to parks, schools, multimodal hubs, and other community services and destinations.
- Designated pedestrian corridors and centers help us define:
 - Where to develop facilities
 - How to select and design facilities

Low-Stress Walking – Along the Street

- **Today:** Wider sidewalks are required in downtown (12') and subarea plan areas; 5-6' sidewalks everywhere else
- **TSP Policy Framework**
 - **Facility selection:** Choose a more robust facility as traffic speed and volumes increase
 - **Design:** Require wider sidewalks in places with more pedestrian destinations and future growth areas; Expand frontage improvement requirements



WALKING FACILITIES



Low-Stress Walking – Crossing the Street

- **Today:** City Pedestrian Crossing Improvement Policy last updated in 2010
 - Location and design of crossing improvements is based partly on existing pedestrian volumes
 - Design toolbox needs update to include more recent design treatments
- **TSP Policy Framework:**
 - **Location:** Locate enhanced crossings where there are destinations; adopt desired crossing spacing maximums for corridors
 - **Facility selection and design:** Design crossings based on traffic speed and volumes, roadway width, and school zones

Walking & Rolling Network Development

- Pedestrian Centers (in development) are areas with:
 - A high density of both population and employment
 - A mix of existing and planned land uses that enable short trips between places where people live, work, play, shop, attend school, or access transit
 - The presence of essential office/retail/commercial/social destinations that people should be able to access by walking and rolling
 - Comprehensive Plan Center or Corridor designation (previously adopted and in update)

Walking & Rolling Network Development

- Pedestrian Corridors are streets with:
 - Existing C-TRAN service
 - Planned or potential future enhanced transit service
 - Concentrations of destinations
 - Existing or future Neighborhood Greenway designation
 - Comprehensive Plan Corridor designation

Draft Future Low-Stress Walking & Rolling Network

Proposed Pedestrian Network

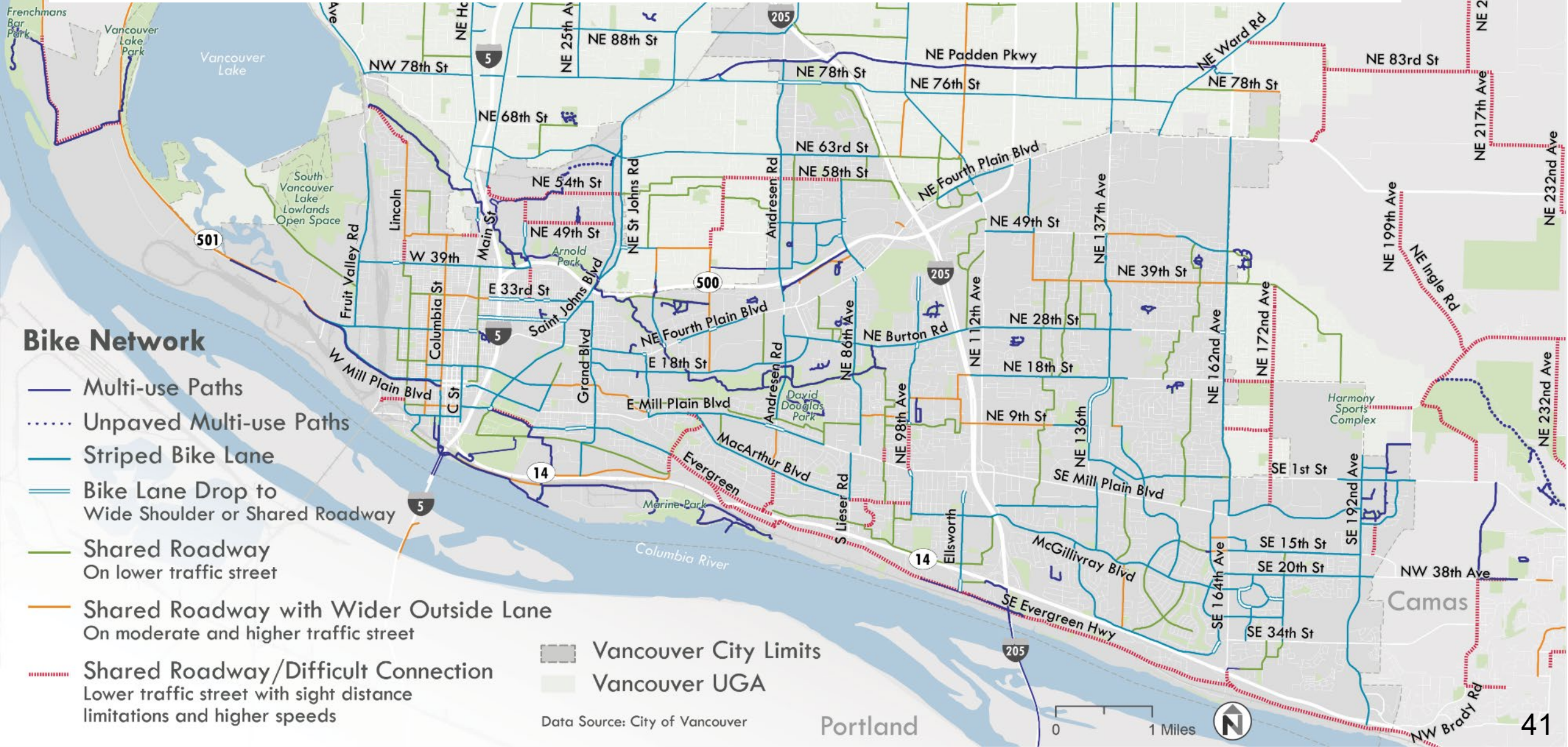
- Vancouver City Limits
- Vancouver UGA
- Pedestrian Corridors
- Neighborhood Greenways
- Pedestrian Ways



Low-Stress Mobility

- Objective: Build a well-connected, high-quality bicycle and small mobility network.
- The designated low-stress network helps us define:
 - Where to develop facilities
 - How to select and design facilities

Bicycle & Small Mobility Network Today

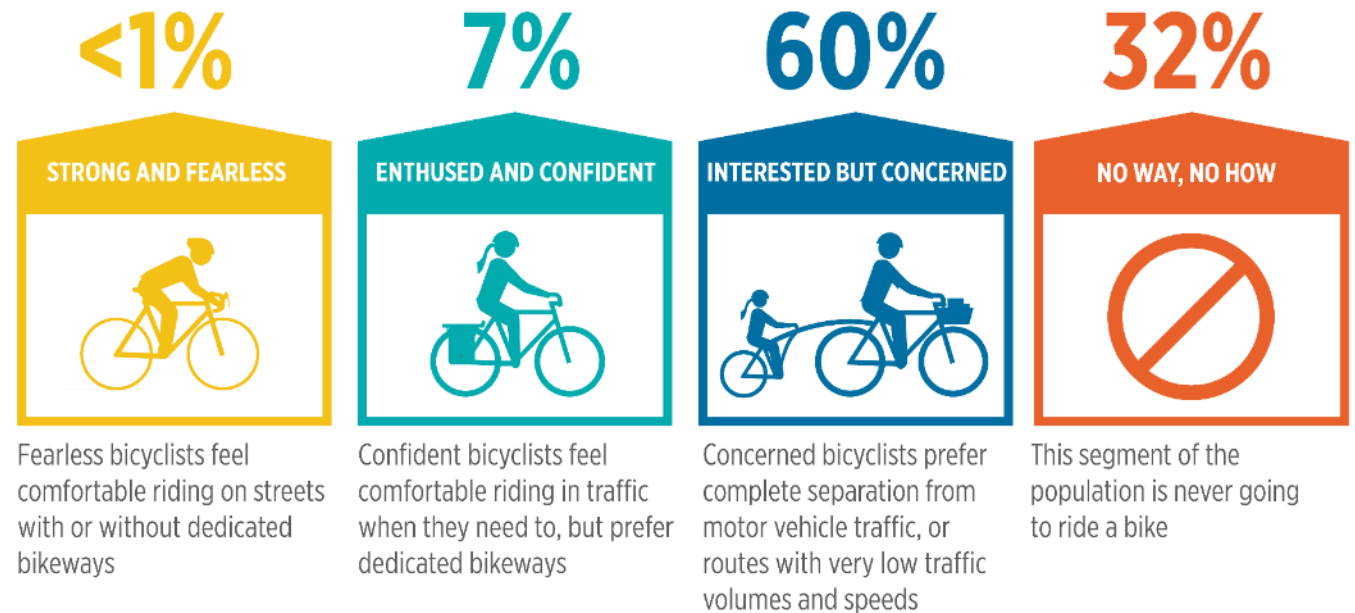


Low-Stress Bicycle & Small Mobility Network

- **TSP Policy Framework:**

- **Location:** Aim for a citywide network with a low-stress facility approximately every half mile
- **Facility selection and design:** Design facilities to be comfortable for all ages and abilities regardless of mode of travel based on the speed, volume, and width of the street

TYPES OF BICYCLISTS



This research has not yet been conducted for people who use other types of small mobility

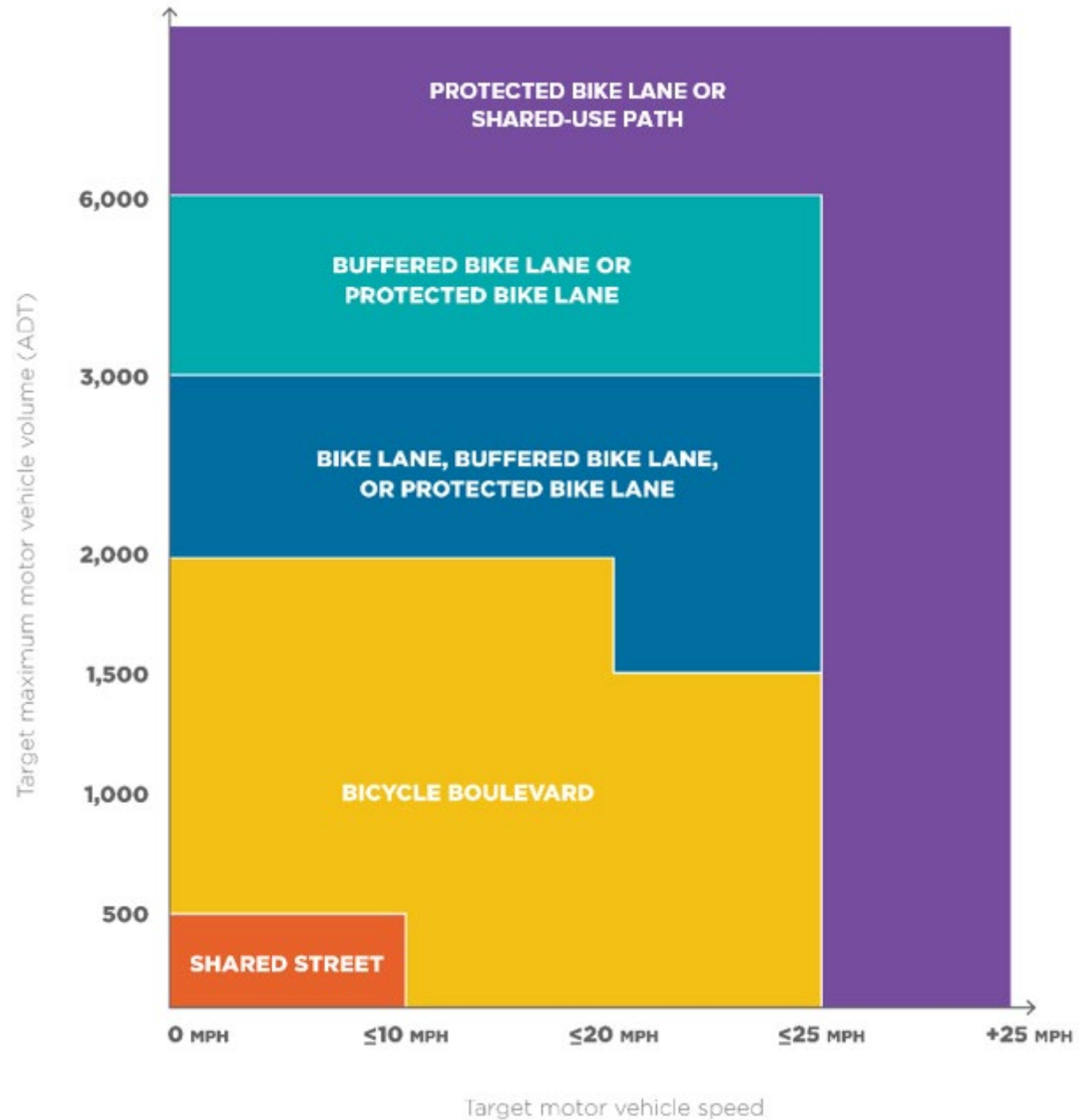
What Does a Low-Stress Facility Look Like?

- On streets with very low traffic volumes and speeds, neighborhood greenways combine shared lane markings, traffic calming, wayfinding signs, and crossing improvements at major streets
- On streets with high volumes and/or speeds, shared-use paths or protected lanes with a vertical separation element provide a low-stress experience
- On medium-sized streets, striped or buffered lanes can be low-stress; on larger streets they are comfortable for confident or fearless riders



Selecting a Facility

- NACTO guidance based on motor vehicle speed and volume



Low-Stress Mobility Network Development

- Determine which parts of the existing network are already low-stress
- Locate missing segments and crossings needed to create a low-stress network with approximately half-mile spacing citywide
 - Existing facilities that are high-stress
 - Places where there is no existing facility

Draft Future Low-Stress Mobility Network

Proposed Mobility Network

- Vancouver City Limits
- Vancouver UGA
- Existing and Planned Low Stress Facilities
- Proposed New or Upgraded Low Stress Facilities

0 1 Miles

46

Draft Future Low-Stress Mobility Network

Proposed Mobility Network

- Vancouver City Limits
- Vancouver UGA
- Existing and Planned Low Stress Facilities
- Proposed New or Upgraded Low Stress Facilities

0 1 Miles

46

- # Draft Future Low-Stress Mobility Network
-
- Proposed Mobility Network**
- Vancouver City Limits
 - Vancouver UGA
 - Existing and Planned Low Stress Facilities
 - Proposed New or Upgraded Low Stress Facilities
- 0 1 Miles
- 46

Future Low-Stress Mobility Network

- 140 miles of existing low-stress facilities
- 65 miles of existing facilities that will need to be redesigned to become low-stress
- 36 miles of proposed new facilities
 - 28 miles are already low-stress neighborhood streets
 - 8 miles are major streets

Planned Projects on the Future Low-Stress Mobility Network

- Proposed new facilities on major streets
 - Fourth Plain Blvd (Project in process)
 - NE 112th Ave (Planned Complete Streets project)
- Proposed facility upgrades
 - St Johns/St James (Future Complete Streets project)
 - NE 18th St, NE 28th St, NE 192nd Ave (TIP Projects)

How will my ride improve?

Neighborhood greenways with enhanced crossings



Before



After (example)

How will my ride improve?

Protected lanes



Before

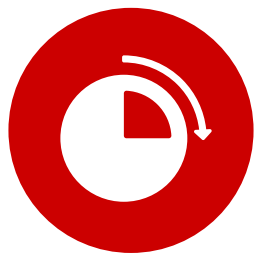


After (example)

Enhanced Transit

- Objective: Optimize transit speed, reliability and access.
- The enhanced transit network helps us define:
 - Where the City can work with C-TRAN to support transit speed and reliability
 - Where the City should focus on station access improvements like pedestrian crossings and sidewalks

Transit Roles and Responsibilities



Provide Frequent Service

✓ C-TRAN

City of Vancouver



Keep Buses Moving

C-TRAN

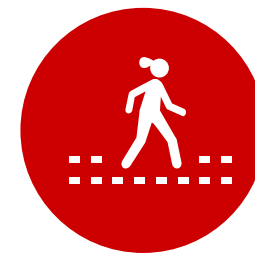
✓ City of Vancouver



Supportive Land Use

C-TRAN

✓ City of Vancouver



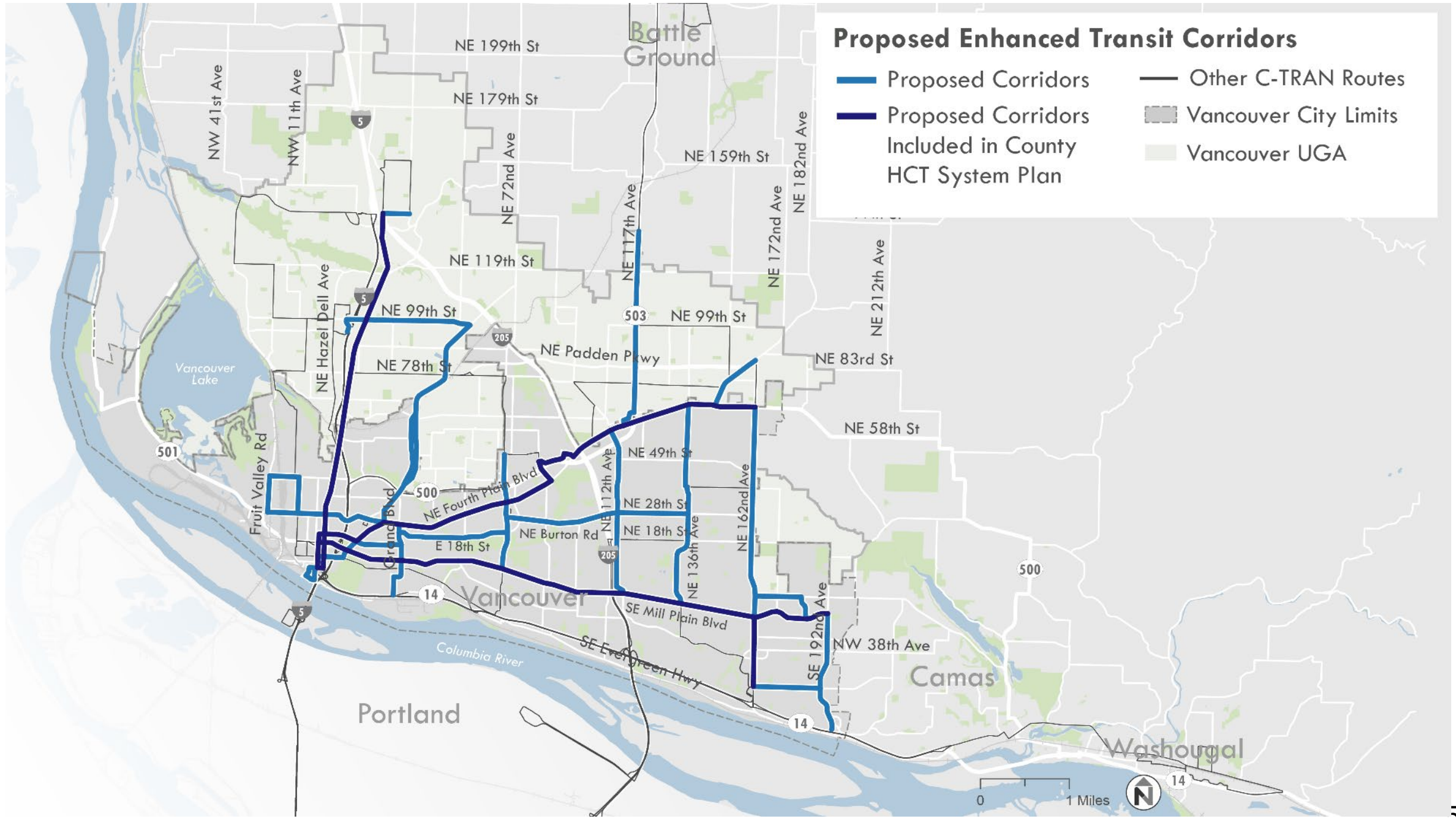
Safe, Comfortable Access

✓ C-TRAN

✓ City of Vancouver

Enhanced Transit Network Development

- Network inputs:
 - Frequent transit service
 - Equity
 - Essential trips (transit use during COVID restrictions)
 - City Equity Index
 - Regional Growth
 - Population and Employment projections
 - Local Growth Priorities
 - Centers & Corridors identified in the Vancouver Comprehensive Plan (will be updated once new centers/corridors identified through update process)
 - Congestion
 - Where buses are delayed



Complete Corridors

- Objective: Increase the number of transportation options available to people in all of Vancouver's neighborhoods.
- The complete corridor network helps us define:
 - Which corridors are critical connections for all modes
 - Where our long-term multimodal street design projects may be

Street Network and Complete Corridors

- Complete Streets, Safety and Mobility, and TIP projects are identified for the next six years
 - Include multimodal suite of improvements
- In the next twenty years, where are Vancouver's Complete Streets and Safety and Mobility corridors?
 - Can include parallel routes for some modes, where available

Complete Corridor Network Development

- Inputs:
 - Enhanced transit network
 - Low-stress walking & rolling network
 - Low-stress mobility network
 - Twelve concurrency corridors

Key Future Corridors



-  Vancouver City Limits
 Vancouver UGA
 Multimodal Corridors
 Ongoing and Future Complete Streets Projects



Draft Prioritization Framework



**Where should we
invest?**



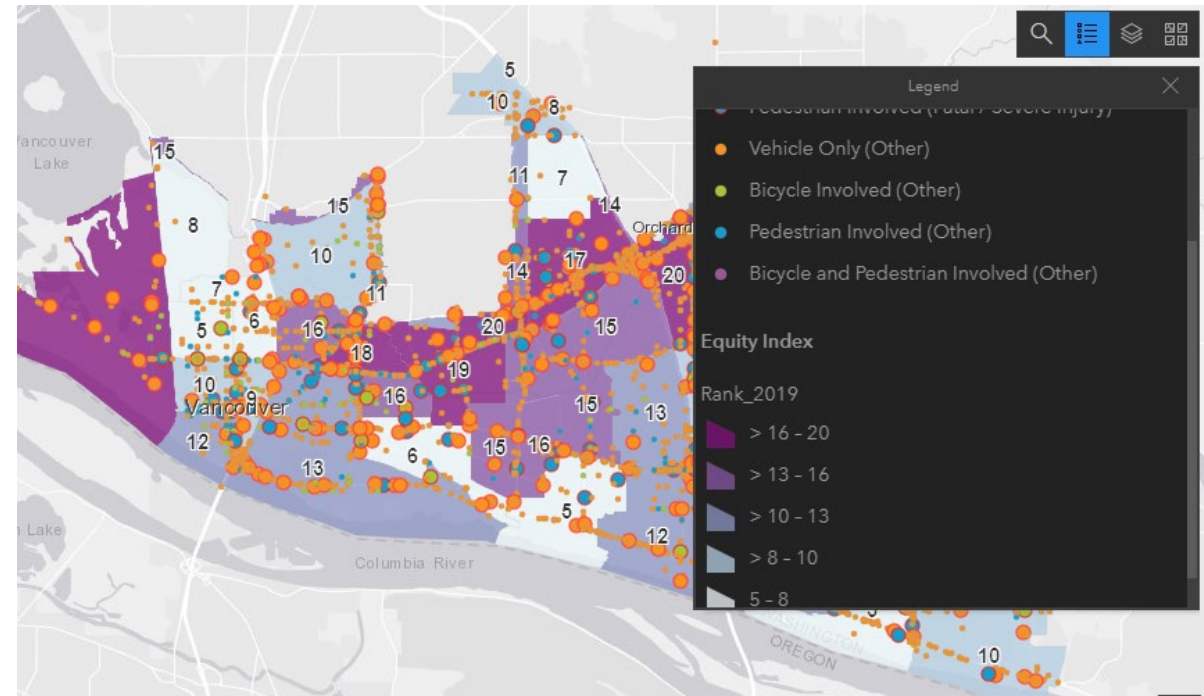
**When should we
invest?**

Prioritizing Capital Projects

- Infrastructure projects identified in the TSP will feed into:
 - Transportation element of City's 20-year Capital Facilities Plan
 - Six-year Transportation Improvement Program (TIP)
- Prioritization identifies which 20-year projects should be included in the TIP

Where should we invest?

- Project locations evaluated on:
 - Equity
 - City Equity index
 - Safety
 - Collision history
 - Transportation choice
 - Density of essential places
 - Climate
 - Future growth areas



Geographic screening results

- Project locations grouped in three categories based on evaluation:
 - High priority location
 - Medium priority location
 - Lower priority location

When should we invest?

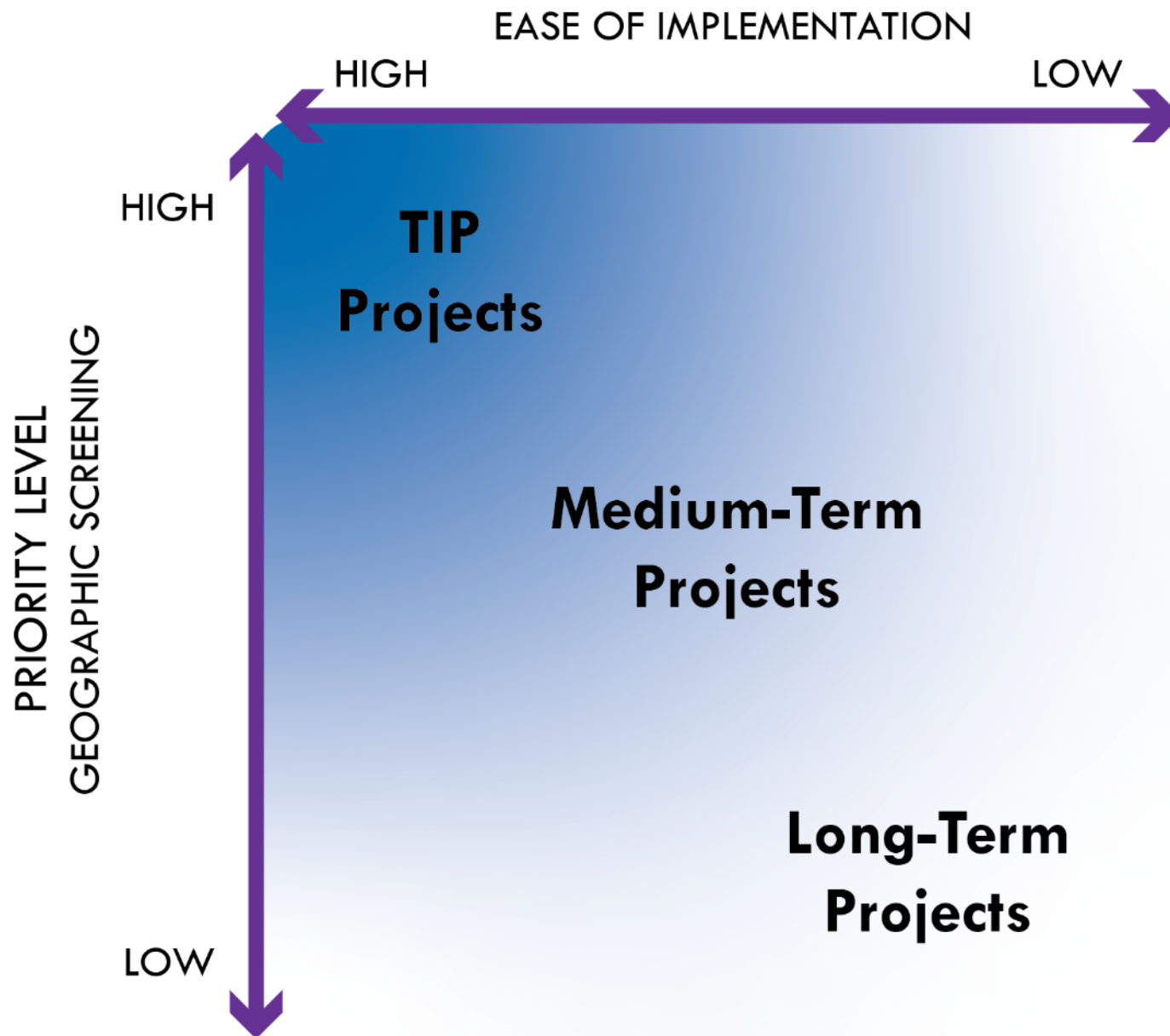
- Projects evaluated on:
 - Project cost and funding opportunities
 - Coordination opportunities
 - Interagency, pavement and sidewalk maintenance
 - Environmental and right-of-way impacts
 - Quick wins
 - Projects that fill gaps

Implementation screening results

- Projects grouped in three categories based on evaluation:
 - Easiest to implement
 - Moderately easy to implement
 - Challenging to implement

Final prioritized project list

Geographic (Rows) and Implementation (Columns) Screening Result	Easy to Implement	Moderately Easy to Implement	Challenging to Implement
High Priority	TIP	Medium-Term	Medium-Term
Medium Priority	Medium-Term	Long-Term	Long-Term
Lower Priority	Long-Term	Long-Term	Potentially remove from 20-year list



Next Steps



**Council
Engagement**

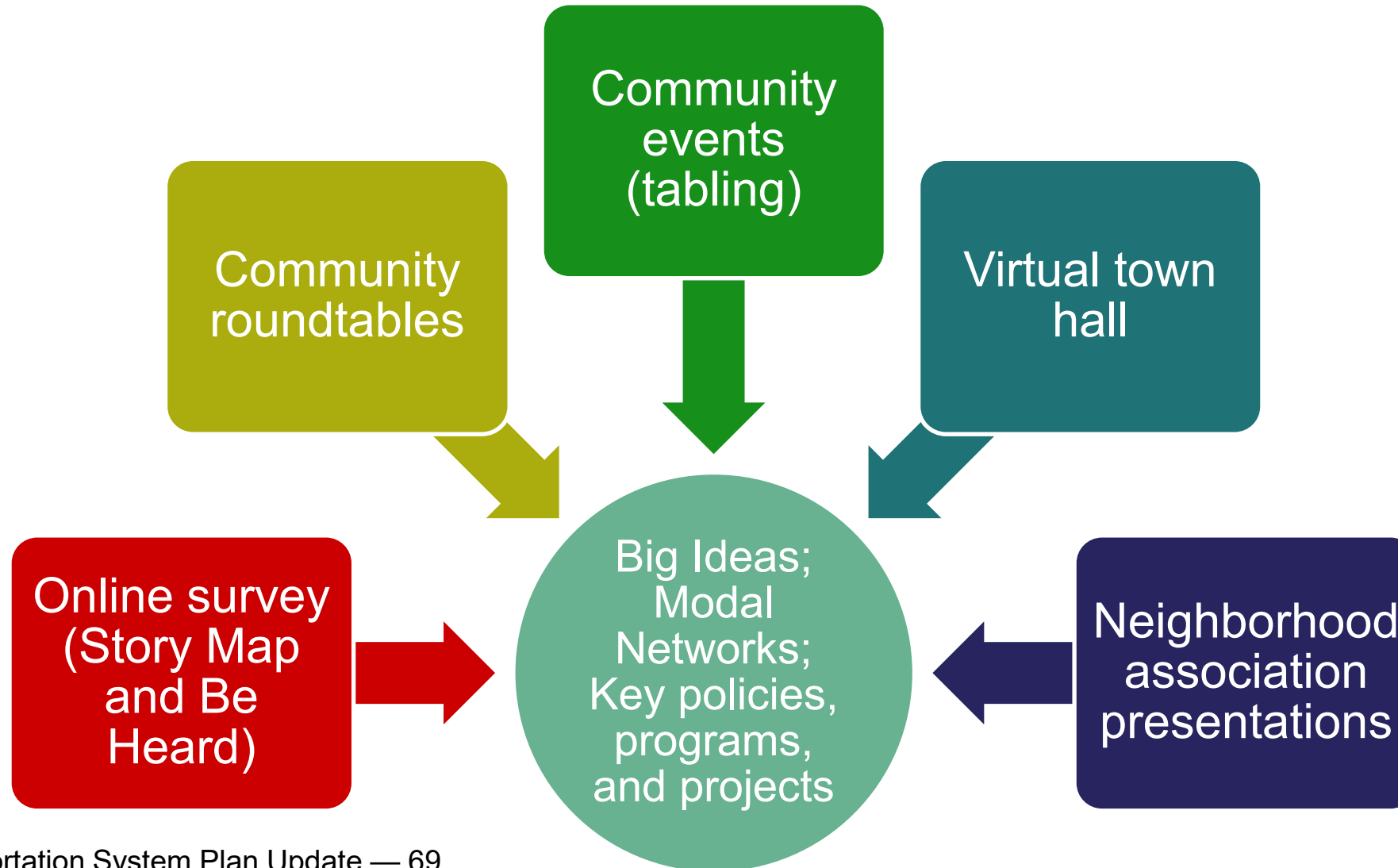


**Community
Engagement**

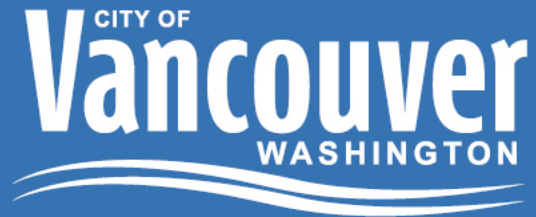
Council Engagement

- Council resolution confirming goals and project prioritization on September 26, 2022
- Return to Council for second review of networks, policies, and programs on November 28, 2022
- Resolution confirming networks and PPP on December 12, 2022
- Jan. 2023-July 2023: Street typology, pedestrian crossing policy, TSP implementation

Community Engagement, Sept/Oct 2022



Thank You



DATE: August 30, 2022

TO: Mayor McEnerny-Ogle and Councilmembers

FROM: Eric Holmes, City Manager

CC: Rebecca Kennedy, Ryan Lopossa, Emily Benoit, Kate Drennan

RE: TSP Draft Project Prioritization Framework

Introduction

The Vancouver Transportation System Plan (TSP) will identify transportation projects, policies, and programs for the next twenty years. Infrastructure projects included in the plan will feed into the transportation element of the City's 20-year Capital Facilities Plan and into the Six-year Transportation Improvement Program (TIP). To identify which of the twenty-year projects should be included in the six-year program, the TSP includes a prioritization framework. The proposed draft prioritization framework evaluates transportation projects in two phases:

- Geographic screening: **where** is it most important to invest in transportation infrastructure?
- Implementation screening: **when** should investments be made?

This evaluation is intended to provide a starting point for grouping projects into near-term (TIP), medium-term, and long-term time frames. Other considerations may also influence the ultimate phasing and implementation of projects.

Phase One: Geographic Screening

The geographic screening identifies **where** in Vancouver it is most important to invest in transportation infrastructure, based on Equity, Safety, Climate and Transportation Choice goals. This geographic analysis uses existing spatial datasets and can be carried out using Geographic Information Systems (GIS). Recommended criteria for this phase of screening are:

- Equity Index score
- Crash rate and type
- Access to essential places
- Future growth

The datasets are overlaid to produce a combined score, by segment, for Vancouver's entire transportation network. Previously planned projects are assigned a score based on the score of the street segment(s) they fall on. Shared-use paths can be assigned the score of the nearest parallel street that they provide an alternative route to. New projects can be created for the highest-priority areas by overlaying the TSP's modal networks with the prioritized network. For example, a corridor with a high prioritization score that falls on the low-stress bicycle and small mobility network and is within a pedestrian center could become a Complete Streets project with new pedestrian crossings, new or upgraded sidewalks and curb ramps, and protected mobility lanes. Figure 1 provides a high-level summary of the proposed criteria and related goals for the geographic prioritization phase.

This phase of screening will result in three tiers of priority: high, medium, and low.

Figure 1 Proposed Geographic Screening Framework

Criteria	Description	Related TSP Goals
Equity Index score	Quantitative analysis: based on City Equity Index	Equity
Collision rate and type	Quantitative analysis: based on rate and type of injury or fatality of crashes	Safety
Access to essential places	Quantitative analysis: based on density of key destinations identified in Vancouver's Essential Places dataset	Climate, Transportation Choice
Future growth areas	Quantitative analysis: based on projected jobs and residents from regional model and/or identified growth centers	Climate, Transportation Choice

Phase Two: Implementation Screening

The second phase of screening identifies **when** proposed projects should be implemented. The criteria in this phase are primarily qualitative, and consider factors related to feasibility, funding, coordination, and impacts. It is anticipated that this second phase will result in projects being sorted into the following categories:

- Easy to implement
- Moderately easy to implement
- Challenging to implement

Figure 2 summarizes the proposed implementation screening criteria.

Figure 2 Proposed Implementation Screening Framework

Criteria	Description	Related TSP Goals
Cost and funding opportunities	Quantitative assessment: planning-level cost and level of existing or potential grant funding	Maintenance
Coordination	Qualitative assessment: opportunity to support another agency's project; opportunity to coordinate with pavement or sidewalk maintenance program	Regional Connectivity, Maintenance
Environmental and ROW impacts	Qualitative assessment: NEPA/SEPA and ESA requirements; impact to wetlands, habitat or aquatic resources; impact to cultural resources; need to acquire ROW	Climate
Quick wins	Qualitative assessment: project fills a gap in an otherwise continuous mobility (e.g., pedestrian, bicycle and small mobility, or transit) facility (including crossings and linear gaps of less than ¼-mile)	Safety, Transportation Choice

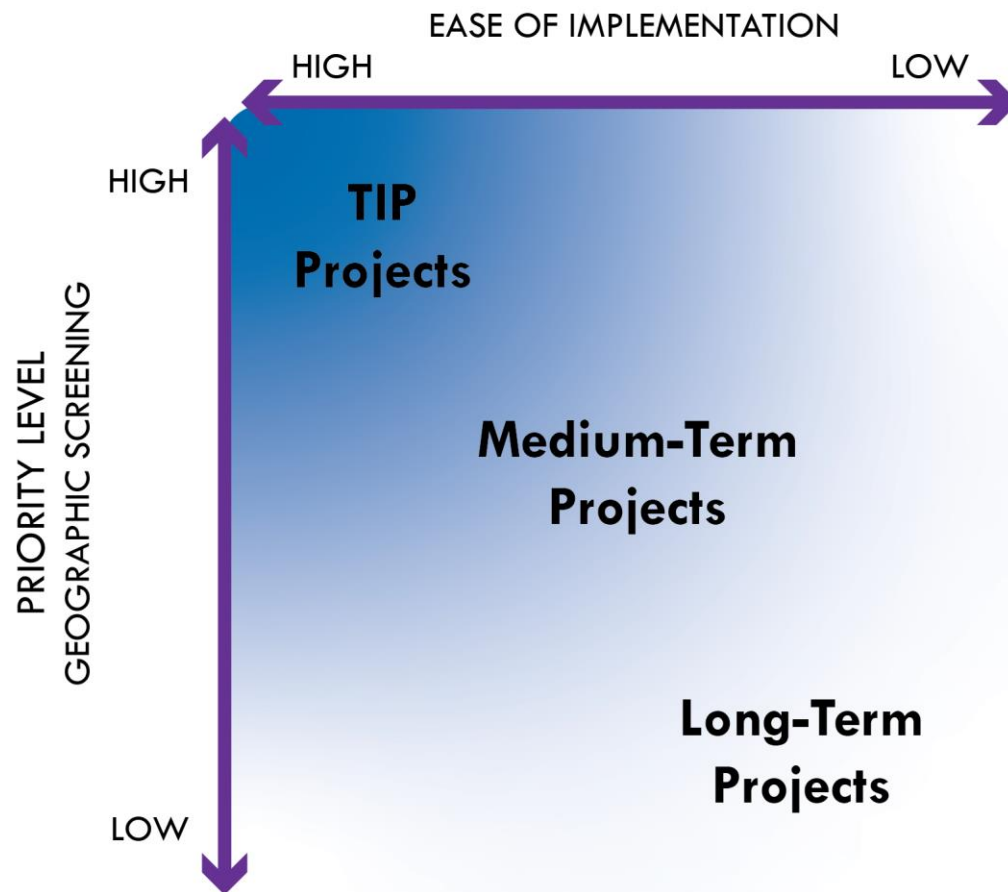
Final Prioritized Project Lists

The results of the Phase 1 and Phase 2 screening will be combined to assign all proposed transportation projects to the TIP (six-year), medium-term (six to ten year), or long-term (ten to twenty year) project list. The matrix in Figure 3 demonstrates one way this could be done. In reality, the boundaries between the project lists may not be as clearly defined. For example, projects that provide high benefits in high priority areas may be advanced into the TIP list despite implementation challenges. The graphic in Figure 4 illustrated this concept.

Figure 3 Final Project Categorization (Table)

Phase 1 (Rows) and Phase 2 (Columns) Screening Result	Easy to Implement	Moderately Easy to Implement	Challenging to Implement
High Priority	TIP	Medium-Term	Medium-Term
Medium Priority	Medium-Term	Long-Term	Long-Term
Low Priority	Long-Term	Long-Term	Remove from list

Figure 4 Final Project Categorization (Graphic)



Implementation

The City currently has in place an “interim project prioritization process” for the Transportation Improvement Program, which was developed at the request of Council and intended to provide a system for ranking projects while the TSP process was underway. The updated proposal outlined in this memo includes some of the key rating factors included in the interim process (e.g., equity considerations, safety data, and ability to implement, etc.), and updates it to reflect TSP goals as well as more recent analysis staff have developed in support of the City’s equity toolkit. It also reflects broad based community engagement and feedback received through TSP and other project outreach.

Given the time it will take to review and develop the geospatial and other tools needed to finalize and implement the proposed new framework, staff anticipate that the interim TIP prioritization process will need to be used for one additional year, for the development of the 2024-2029 TIP that begins in fall 2022 and is completed in June 2023. The inaugural year for the new prioritization framework is anticipated as part of the 2025-2030 TIP, which will be developed starting in the fall of 2023.



Staff Report: 110-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Construction Acceptance - G-1 Trunk Sewer CIPP Rehabilitation

Key Points

- The project installed just over 5,700 linear feet of Cured-In-Place Liner for sewer mains ranging in size from 8-inch to 24-inch.
- The project also rehabilitated 17 manholes.
- Staff proposes awarding construction acceptance and release of the retainage bond.

Strategic Plan Alignment

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

Present Situation

Insituform Technologies, LLC of Chesterfield, Missouri, has completed construction of the G-1 trunk CIPP Rehabilitation project. The project installed 8, 10, 12, 18, 21 and 24-inch UV Cured-In-Place Liner for a total of 5,719 linear feet.

The work was completed satisfactorily in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$469,249.78
Sales Tax	\$39,866.23
Total	\$509,136.01
Retainage	\$23,462.49

The original contract amount, including sales tax, was \$557,920.71. The final project cost was \$509,136.01, which was \$48,784.70 (over 8%) less than the original contracted amount. The difference is attributed to the typical variances in unit prices and/or quantities commonly

encountered during construction.

This project had very low labor hours and high material costs and qualified for an apprenticeship policy waiver.

Advantage(s)

1. Provides reliability in a previously deteriorating portion of the infrastructure.
2. Completes the City's contractual and statutory process for accepting the project.

Disadvantage(s)

None.

Budget Impact

None. Funds for this project are appropriated in the Sewer Construction Fund, in the 2021-2022 Budget.

Prior Council Review

1. Approval of the 2020-2022 Capital Improvement Budget.
2. Award of contract at the April 12, 2021, Vancouver City Council Meeting.

Action Requested

On September 12, 2022, accept the facilities as constructed by Insituform Technologies LLC of Chesterfield, Missouri, and authorize release of the retainage subject to receipt of all documentation required by law.

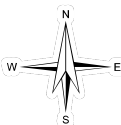
Sheryl Hale, Senior Civil Engineer, 360-487-7151

ATTACHMENTS:

- Project Boundary Map - G-1 Trunk CIPP Rehabilitation



G-1 Trunk CIPP Sewer Lining



1 inch = 300 feet

THE UTILITY INFORMATION SHOWN ON THIS MAP DOES NOT INDICATE OR IMPLY AVAILABILITY. CONTACT THE ENGINEERING COUNTER STAFF AT THE CDD PERMITS CENTER AT (360) 487-7804 OR 415 W. 6TH ST. FOR AVAILABILITY OF SERVICE.

THIS INFORMATION IS COMPILED FROM A VARIETY OF SOURCES. THE CITY OF VANCOUVER ASSUMES NO RESPONSIBILITY FOR MAP ACCURACY.



Staff Report: 111-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Bid Award - Professional services agreements (PSAs) for on-call Sewer Engineering planning and design services

Key Points

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

Strategic Plan Alignment

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

Present Situation

The City's Sewer Engineering department completed a condition assessment of the existing large interceptors in the collection system. The results of this assessment identified numerous capital projects requiring completion over the next several years. In addition to the identified interceptor projects there are capital projects for pump stations that are in need of rehabilitation and upgrades. Several of these projects are either large enough or very specialized in nature requiring planning and/or design assistance to supplement current engineering staff.

The City issued an RFQ for on-call sewer engineering planning and design services in May 2022 and received seven responses in June 2022. Projects requiring consulting services have been broken out into four unique categories of work including:

1. Planning and Modeling;
2. Trenchless Rehabilitation Design;

3. Pump Station Condition Assessment/Rehabilitation/Relocation/Decommissioning;
4. Condition Assessment of Existing Sewer Collection System; as well as
5. Construction Management.

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

Engineering Firm	Contract Amount	Work Categories
Murray, Smith and Associates	\$1,000,000	1, 2, 3, 4, 5
Jacobs Engineering Group, Inc.	\$1,000,000	1, 2, 3, 4, 5
Stantec Consulting Services, Inc.	\$1,000,000	1, 2, 3, 4, 5
BHC Consultants, LLC.	\$1,000,000	1, 3

Utilizing on-call contracts for these projects allows the City flexibility in staffing projects during times of peak workload or where specialty services are required.

Advantage(s)

1. Provides immediate sewer engineering planning and design services needed to assist City staff with the execution of both planned and unplanned projects.
2. Provides maximum flexibility to sewer engineering staff to ensure all projects are adequately and professionally staffed.
3. Establishing on-call contracts now and subsequent task orders as needed reduces staff time required by the project manager, selection committee, and procurement staff to facilitate the consultant hiring process for each task.
4. Allows for the hiring of consultants that are specialized in specific fields that meet project needs of the sewer utility.

Disadvantage(s)

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

Budget Impact

None. Projects identified for completion are within the City's Six-Year Capital Improvement Program. Expenditures for task orders executed from these on-call contracts will be funded from the applicable project's budget.

Prior Council Review

None.

Action Requested

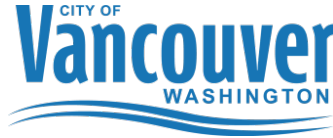
Authorize the City Manager or their designee to execute Professional Service Agreements in the

amounts listed above with Murray, Smith & Associates, Jacobs Engineering Group, Inc., Stantec Consulting Service, Inc., and BHC Consultants, LLC, for sewer engineering planning and design services on an as-needed basis for five years.

Sheryl Hale, Senior Civil Engineer, 360-487-7151

ATTACHMENTS:

- ▣ Contract C-100983
- ▣ Contract C-100984
- ▣ Contract C-100987
- ▣ Contract C-100988



CITY OF VANCOUVER
SERVICES AGREEMENT FOR ON-CALL SANITARY SEWER COLLECTIONS
SYSTEM PLANNING AND DESIGN
No. C-100983

This Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Murraysmith Inc, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 30-22 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

Specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on Contractor's input as well as the City's requirements.

Tasks could include, but not be limited to:

- Develop and prepare engineering plans, specifications, estimates and related bid documents.
- Develop and prepare engineering planning documents, studies and reports.
- Construction management services for selected sewer collection projects.

Categories:

1. Planning and modeling
2. Trenchless rehabilitation design
3. Pump Station condition assessment/rehabilitation/relocation/decommission
4. Condition Assessment of existing sewer collections system infrastructure
5. Construction Management Services

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and 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, the Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel

time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

3. **PAYMENT FOR CONTRACTOR SERVICES:** 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 thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment “A”, incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on October 1, 2022 and continue until September 30, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **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; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any

subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

9. DELAYS AND EXTENSIONS OF TIME: If the Contractor is delayed at any time in the progress of the work covered by this 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 the Contractor and the 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 the City.

10. 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 the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

11. TERMINATION FOR PUBLIC 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 Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

12. TERMINATION FOR DEFAULT: If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

- 13. 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 it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 14. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 15. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 16. LIABILITY AND HOLD HARMLESS:** The 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 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity

permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Brent Gruber
Murraysmith Inc
400 E Mill Plain Blvd, Suite 400
Vancouver, WA 98660
Email: Brent.Gruber@murraysmith.us

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

- 20. 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.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. 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.
- 25. 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.

26. 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.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Murraysmith Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

2022 SCHEDULE OF CHARGES**Personnel:**

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2022 through December 31, 2022. After this period, the rates are subject to adjustment on an annual basis.

<u>Billing Classifications</u>	<u>2022 Rates</u>	<u>Billing Classifications</u>	<u>2022 Rates</u>
Principal Engineer VI	\$292	Construction Manager X	\$270
Principal Engineer V	\$281	Construction Manager IX	\$252
Principal Engineer IV	\$270	Construction Manager VIII	\$238
Principal Engineer III	\$258	Construction Manager VII	\$230
Principal Engineer II	\$249	Construction Manager VI	\$214
Principal Engineer I	\$239	Construction Manager V	\$197
Professional Engineer IX	\$229	Construction Manager IV	\$187
Engineering Designer IX	\$220	Construction Manager III	\$170
Professional Engineer VIII	\$218	Construction Manager II	\$157
Engineering Designer VIII	\$208	Construction Manager I	\$140
Professional Engineer VII	\$206	Inspector VII	\$197
Engineering Designer VII	\$199	Inspector VI	\$181
Professional Engineer VI	\$196	Inspector V	\$164
Engineering Designer VI	\$189	Inspector IV	\$153
Professional Engineer V	\$185	Inspector III	\$136
Engineering Designer V	\$177	Inspector II	\$122
Professional Engineer IV	\$174	Inspector I	\$105
Engineering Designer IV	\$174	Technician IV	\$168
Professional Engineer III	\$169	Technician III	\$150
Engineering Designer III	\$169	Technician II	\$130
Engineering Designer II	\$155	Technician I	\$110
Engineering Designer I	\$143	Project Coordinator IV	\$158
Principal III	\$295	Project Coordinator III	\$147
Principal II	\$270	Project Coordinator II	\$131
Principal I	\$245	Project Coordinator I	\$116
Project Manager III	\$225	Administrative III	\$116
Project Manager II	\$200	Administrative II	\$107
Project Manager I	\$175	Administrative I	\$94
Cost Estimator III	\$263		
Cost Estimator II	\$210		
Cost Estimator I	\$158		

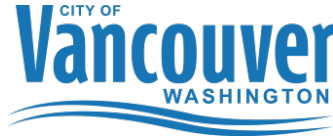
Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.



CITY OF VANCOUVER
SERVICES AGREEMENT FOR ON-CALL SANITARY SEWER COLLECTIONS
SYSTEM PLANNING AND DESIGN
No. C-100984

This Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Stantec Consulting Services Inc, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 30-22 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

Specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on Contractor's input as well as the City's requirements.

Tasks could include, but not be limited to:

- Develop and prepare engineering plans, specifications, estimates and related bid documents.
- Develop and prepare engineering planning documents, studies and reports.
- Construction management services for selected sewer collection projects.

Categories:

1. Planning and modeling
2. Trenchless rehabilitation design
3. Pump Station condition assessment/rehabilitation/relocation/decommission
4. Condition Assessment of existing sewer collections system infrastructure
5. Construction Management Services

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and 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, the Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel

time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

3. **PAYMENT FOR CONTRACTOR SERVICES:** 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 thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment “A”, incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on October 1, 2022 and continue until September 30, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **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; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any

subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

9. DELAYS AND EXTENSIONS OF TIME: If the Contractor is delayed at any time in the progress of the work covered by this 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 the Contractor and the 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 the City.

10. 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 the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

11. TERMINATION FOR PUBLIC 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 Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

12. TERMINATION FOR DEFAULT: If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

- 13. 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 it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 14. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 15. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 16. LIABILITY AND HOLD HARMLESS:** The 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 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity

permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
 Richard Talley
 Stantec Consulting Services Inc
 601 SW Second Ave, Suite 1400
 Portland, OR 97204
 Email: Richard.talley@stantec.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

- 20. 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.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. 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.
- 25. 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.

26. 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.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Stantec Consulting Services Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT “A”:

Payment Rates

STANTEC SCHEDULE OF HOURS RATES Vancouver On-Call 2022-2024

HOURLY PROJECT BILLING RATES

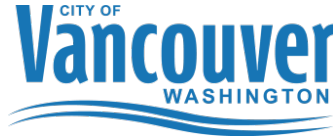
Labor Classification	2022	2023	2024
Project Controls/Accounting/Admin	\$ 135.00	\$ 140.40	\$ 146.02
Designer (CAD/BIM)	\$ 145.00	\$ 150.80	\$ 156.83
Associate Engineer (0 to 5 years - unregistered)	\$ 145.00	\$ 150.80	\$ 156.83
Field Inspector (5+ years)	\$ 160.00	\$ 166.40	\$ 173.06
Staff Engineer (3 to 7 years - registered)	\$ 160.00	\$ 166.40	\$ 173.06
Project Engineer (5 to 15 years - registered)	\$ 175.00	\$ 182.00	\$ 189.28
Senior Engineer (10 to 20 years - registered)	\$ 185.00	\$ 192.40	\$ 200.10
Construction Manager (10+ years - registered and/or CMAA certified)	\$ 195.00	\$ 202.80	\$ 210.91
Principal Engineer (15 to 25 years - registered)	\$ 200.00	\$ 208.00	\$ 216.32
Discipline Lead (15 to 25 years - registered and discipline specialty)	\$ 225.00	\$ 234.00	\$ 243.36
Project Technical Lead (15+ years - registered and design lead)	\$ 260.00	\$ 270.40	\$ 281.22
Project Manager (15+ years - registered and/or certified PMP)	\$ 260.00	\$ 270.40	\$ 281.22
Technical Advisor (Subject Matter Expert)	\$ 260.00	\$ 270.40	\$ 281.22

Based on 4% Annual Escalation

OTHER DIRECT PROJECT COSTS

Other Direct Costs	Project Billing Rates
General and Administration Costs	12.50%
Subconsultants	At Cost plus G&A
Vehicle Mileage	Included in the Project Hourly Billing Rates
Computer Aided Design (CAD) Software	Included in the Project Hourly Billing Rates
Employee Expenses (meals, associated project costs, etc.)	Included in the Project Hourly Billing Rates
Health, Safety, and Equipment/PPE	Included in the Project Hourly Billing Rates

Annual rates are valid 1 January through 31 December.



CITY OF VANCOUVER
SERVICES AGREEMENT FOR ON-CALL SANITARY SEWER COLLECTIONS
SYSTEM PLANNING AND DESIGN
No. C-100987

This Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and BHC Consultants LLC, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 30-22 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

Specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on Contractor's input as well as the City's requirements.

Tasks could include, but not be limited to:

- Develop and prepare engineering plans, specifications, estimates and related bid documents.
- Develop and prepare engineering planning documents, studies and reports.
- Construction management services for selected sewer collection projects.

Categories:

1. Planning and modeling
3. Pump Station condition assessment/rehabilitation/relocation/decommission

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and 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, the Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

3. **PAYMENT FOR CONTRACTOR SERVICES:** 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 thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment “A”, incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on October 1, 2022 and continue until September 30, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **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; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the

City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this 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 the Contractor and the 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 the City.
10. **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 the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
11. **TERMINATION FOR PUBLIC 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 Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

12. **TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if

the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

13. **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 it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
14. **COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
15. **CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
16. **LIABILITY AND HOLD HARMLESS:** The 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 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates

referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Jordan Zier
BHC Consultants, LLC
950 Pacific Ave, Suite 905
Tacoma, WA 98402
Email: Jordan.zier@bhconsultants.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

19. **AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. **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.

21. **RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
22. **GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
23. **COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
24. **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.
25. **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.

26. **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.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

BHC Consultants, LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

2022 Schedule of Charges

Billing Title	Hourly Billing Rates
Principal Engineer	\$260 - \$300
Senior Structural Engineer	\$250 - \$270
Senior Electrical Engineer	\$240 - \$270
Senior Project Manager	\$220 - \$275
Senior Engineer	\$185 - \$285
Project Engineer	\$145 - \$220
Staff Engineer	\$125 - \$155
Planning Manager	\$165 - \$220
Senior Planner	\$155 - \$175
Planner	\$115 - \$130
GIS Specialist*	\$125 - \$150
Field Inspector & Building Inspectors*	\$140 - \$170
Building Code Compliance Review	\$100 - \$270
CAD Manager*	\$180 - \$195
Draftsperson*	\$125 - \$145
Project Administrator*	\$125 - \$155
Project Assistant/Word Processor*	\$115 - \$130

Professional Reimbursement:

The hourly billing rates include the cost of salaries of the BHC employees, plus paid sick and safe leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as “non-exempt” (billing category denoted with *) by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

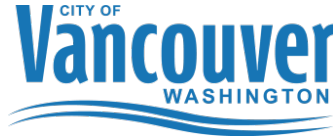
Communication Fee:

Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access.

Direct Expenses:

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten percent. See **Schedule of Non-Labor Charges** for detail.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2022 through December 31, 2022, and will be adjusted thereafter.



CITY OF VANCOUVER
SERVICES AGREEMENT FOR ON-CALL SANITARY SEWER COLLECTIONS
SYSTEM PLANNING AND DESIGN
No. C-100988

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Jacobs Engineering Group Inc., (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 30-22 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

Specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on Contractor’s input as well as the City’s requirements.

Tasks could include, but not be limited to:

- Develop and prepare engineering plans, specifications, estimates and related bid documents.
- Develop and prepare engineering planning documents, studies and reports.
- Construction management services for selected sewer collection projects.

Categories:

1. Planning and modeling
2. Trenchless rehabilitation design
3. Pump Station condition assessment/rehabilitation/relocation/decommission
4. Condition Assessment of existing sewer collections system infrastructure
5. Construction Management Services

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task order, unless amended in writing. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the task order is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must adhere to the requirements set forth in this Agreement.

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

- 3. PAYMENT FOR CONTRACTOR SERVICES:** 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 thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment “A”, incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on October 1, 2022 and continue until September 30, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **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; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this 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 the Contractor and the 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 the City.

- 10. 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 the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

Reuse by the City of any such work product, not occurring as a part of this Contract, shall be without liability or legal exposure to Contractor.

- 11. TERMINATION FOR PUBLIC 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 Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

- 12. TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

13. 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 it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.

14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

16. LIABILITY AND HOLD HARMLESS: The 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 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

17. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which

may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Dan Buonadonna
Jacobs Engineering Group Inc.
2020 SW 4th Ave, Suite 300
Portland, OR 97201
Email: daniel.buonadonna@jacobs.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. 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.

- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. 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.
- 25. 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.
- 26. 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.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Jacobs Engineering Group Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT “A”

EXHIBIT A: JACOBS ENGINEERING GROUP INC. HOURLY RATES

City of Vancouver

RFQ #30-22: On-Call Sanitary Sewer Collections System Planning & Design

Classification	Minimun Rate	Maximun Rate
Sr Advisor/Technologist	\$271	\$436
Sr PM/CM/Engineer/Staff	\$215	\$329
Mid-Level PM/Engineer/Staff	\$178	\$261
Jr PM/Engineer/Staff	\$133	\$202
Sr Technical/CAD/Survey	\$139	\$202
Mid-Level Technical/CAD/Survey	\$127	\$155
Jr Technical/CAD/Survey	\$89	\$139
Sr Office Support	\$119	\$145
Mid-Level Office Support	\$108	\$132
Jr Office Support/Intern	\$73	\$94

*Actual staff rates will be based on labor compensation of 3.15 times each individual's raw hourly cost. Adjustments (typically ranging from 3% to 6%) to employee raw salary labor rates occur in January of each year.

EXPENSES

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost.

These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost
Mark-up on Direct Expenses	10%
Mark-up on Outside Services	10%



Staff Report: 112-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Bid Award for the Devine Road Bicycle and Pedestrian Safety Improvements Project (PRJ100347), per Bid #22-32

Key Points

- The project will improve pedestrian safety and accessibility by constructing a 12 foot wide concrete path along the west side of North Devine Road, between North Idaho Street and Burnt Bridge Creek Trail;
- Widening North Devine Road at the Burnt Bridge Creek crossing, to provide an 8 foot wide paved path;
- Provide wetland buffer mitigation for impacts to an off-site wetland;
- Install street lights, concrete barriers, and street trees; and
- The project is funded by a grant from the Washington State Transportation Improvement Board (\$400,000) and a grant from the Washington State Department of Transportation Pedestrian and Bicycle Safety Program (\$489,000), with the remainder coming from the City's Transportation Capital Fund.

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

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services – "20-minute neighborhoods"

Objective 6.1: Support a strong, active neighborhood program that enhances livability and community connections

Present Situation

On July 19, 2022, the City received 5 bids for construction of the project. The bids ranged from \$1,265,817.22 to \$1,750,000.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Western United Civil Group LLC, Yacolt, WA	\$1,265,817.22
Advanced Excavating Specialists, Kelso, WA	\$1,436,400.00
Catworks Construction, Vancouver, WA	\$1,481,877.50
Halme Excavating, Battle Ground, WA	\$1,567,095.00
Lee Contractors, Battle Ground, WA	\$1,750,000.00
Engineer's Estimate	\$1.3M

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Western United Civil Group LLC of Yacolt, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 150 hours of apprentice time of the estimating a total of 3,100 applicable labor hours for the project.

Advantage(s)

1. Will provide a connection to King Elementary School, McLoughlin Middle School, Ft. Vancouver High School, Burnt Bridge Creek Trail, the Heights Subarea, and the Mill Plain Bus Rapid Transit line.
2. Will be consistent with implementing Complete Streets and will eliminate a missing segment of sidewalk on a collector arterial street.
3. Will connect with improvements made in 2020 at the intersection of North Devine Road and Idaho Street.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period along the corridors; however, the construction duration is short and lane closures will be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

Sufficient budget is included in the City of Vancouver 2021-2022 Biennial Budget. This project is funded through a combination of a WSDOT grant, a TIB grant, and the Transportation Capital Fund.

Prior Council Review

- Approval of the 2023-2028 Transportation Improvement Program (TIP) on June 27, 2022 including N. Devine Sidewalk Improvements (N. Idaho Street to E. 18th Street), TRANS-871.
- Approval of the 2021-2022 Biennial Budget, which contained the project on November 16,

2020.

Action Requested

Award a construction contract for the Devine Road Bicycle and Pedestrian Safety Improvements Project to the lowest responsive and responsible bidder, Western United Civil Group LLC of Yacolt, Washington, at their bid price of \$1,265,817.22, which includes Washington State sales tax, authorize the City Manager or their designee to execute the contract and authorize any legal action necessary to enforce the terms of the same.

Ivar Christensen, Senior Civil Engineer, 360-487-7765

ATTACHMENTS:

- ▣ Contract
- ▣ Vicinity Map



CONTRACT # _____

ITB 22-32: Devine Road Bicycle and Pedestrian Safety Improvements

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 Western United Civil Group, LLC., hereinafter referred to as "Contractor," whose address is 22414 NE Saint Helens View Rd., Yacolt, WA 98675, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Devine Road Bicycle and Pedestrian Safety Improvements. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-32 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 streets within the City of Vancouver including gravity block walls, pervious concrete, curb, gutter, sidewalks, concrete barrier, signing, striping, illumination, landscaping and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The contract work shall be fully complete within 75 Working Days from the Notice to Proceed.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature dated below..
- 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 8.5% Washington State Sales Tax (if applicable) \$1,265,817.22.
- 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

Western United Civil Group, LLC.
22414 NE Saint Helens View Rd.
Yacolt, WA 98675

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:
Western United Civil Group, LLC.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

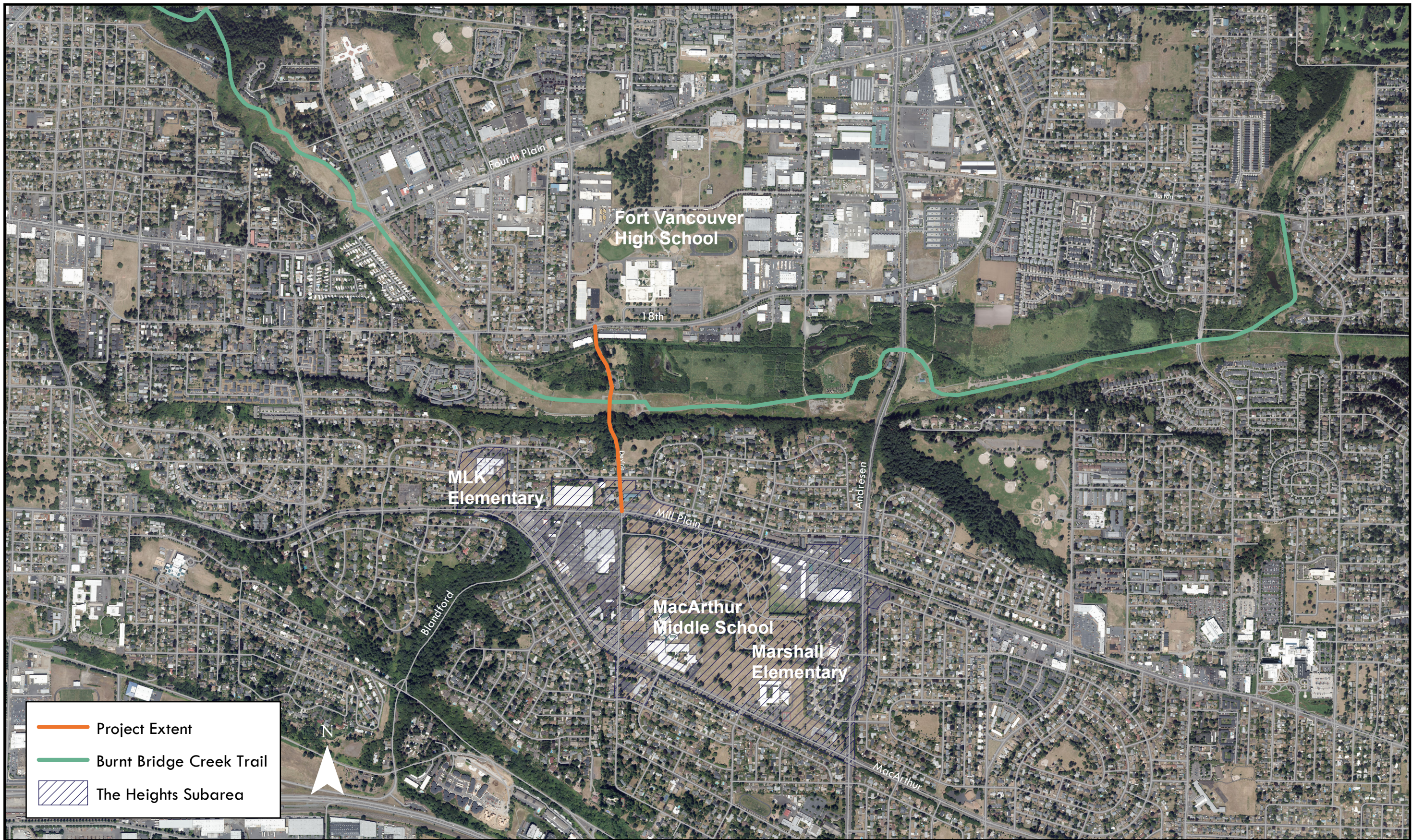
Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney





Staff Report: 113-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Bid award for construction for the Fourth Plain Commons tenant improvements, per Bid #22-29

Key Points

- The City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan (2015), a framework for equitable development on the Fourth Plain corridor that highlighted the need to increase access to economic opportunity and affordable housing near transit.
- In alignment with the goals of the Fourth Plain Forward Action Plan, the City of Vancouver partnered with the Vancouver Housing Authority to co-locate community development services and affordable housing in what is now called the Fourth Plain Commons project.
- Construction of the tenant improvements for the City-owned ground floor community-serving spaces is scheduled to begin in late September 2022.
- The project will construct tenant improvements for multiple community-serving spaces, including a shared office space, commissary kitchen and community event space in the Commons multiuse building.
- The project is funded by two state legislative appropriations through the Washington State Department of Commerce and ARPA funding (approved in Spring 2022 Supplemental).

Strategic Plan Alignment

Goal 6: Facilitate the creation of neighborhoods where residents can walk and bike to essential services

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

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

Objective 9.1: Create infrastructure and policies that support job creation

Goal 10: Use our influence to support community partners' actions, projects and initiatives that improve our community's livability and prosperity

Present Situation

In 2015, the City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan, a framework for equitable development on the Fourth Plain corridor as new investment came into the community, including a significant bus rapid transit (BRT) investment called the Vine that is now complete. Broadly, the Action Plan focuses on supporting small businesses, building community capacity, addressing pedestrian safety issues, and increasing access to economic opportunity and affordable housing near transit.

In alignment with the 2015 Action Plan, the City of Vancouver and Vancouver Housing Authority partnered to make a catalytic investment in the Fourth Plain community that will provide family-sized affordable housing, up-stream services for both businesses and residents, and much needed community spaces all near schools and other community services and on a high capacity transit line (The Vine BRT).

The Vancouver Housing Authority will own and operate 106 affordable housing units, and the City of Vancouver will own the ground floor commercial space that will include the following components:

- A commercial kitchen incubator to launch and support emerging food-based businesses
- A shared office space to co-locate upstream services to make it easier for residents and businesses to access resources on the corridor
- A community event space that can be rented for festivals, birthdays, trainings, and other events
- A public plaza with infrastructure to support a Vancouver Farmer's Market satellite market and other community-serving events
- A play area and activity lawn to provide outdoor recreation opportunities for the Commons and surrounding community

On July 19, 2022, the City received one bid for construction of the office space, commissary kitchen and event space tenant improvements in the amount of \$4,864,228.60.

Due to the federal funding for this project, there will be no apprenticeship utilization requirements.

Advantage(s)

1. Supports equitable development on the Fourth Plain corridor through the implementation of multiple community-stated and supported needs and priorities.
2. Supports community partners and community-based organizations through the creation of a shared office space that will co-locate upstream services to make it easier for Fourth Plain area residents and businesses to access services.
3. Supports job growth and food-based entrepreneurship through the creation of a commercial kitchen incubator located on the Fourth Plain Corridor.
4. Improves access to healthy foods through the creation of a public plaza with infrastructure to support a Vancouver Farmer's Market satellite market.
5. Aligns with Council priorities related to equity and climate action by providing services to economically vulnerable communities in a location that residents and businesses can access

by walking, biking, rolling and taking transit.

Disadvantage(s)

None

Budget Impact

Sufficient budget is included in the City of Vancouver Spring 2022 Supplemental budget. This project is funded through a combination of a Washington State Legislative grant and American Rescue Plan Act (ARPA) funding.

Prior Council Review

1. August 3, 2020: Staff presentation and Council endorsement of the Fourth Plain Commons funding strategy
2. November 16, 2020: Approval of the 2021-2022 biennial budget, including a decision package to advance design process for tenant improvements to the commercial space
3. January 11, 2021: Council update on Commons project, budget, timeline and funding approval process
4. June 7, 2021: Approval of the contract with Salazar Architects, Inc. for professional architectural and engineering services
5. November 1, 2021: Approval of the Purchase and Sale Agreement and Easement with the Vancouver Housing Authority
6. August 15, 2022: Approval of the Interlocal Agreement with the Vancouver Housing Authority to provide construction management and compliance services

Action Requested

Award a construction contract for the Fourth Plain Commons tenant improvements to the lowest responsive and responsible bidder, Ross Builders Northwest of Hillsboro, Oregon, at their bid price of \$4,864,228.60, which includes Washington State sales tax, and authorize the City Manager or their designee to execute the contract and authorize any legal action necessary to enforce the terms of the same.

Shannon Williams, Senior Planner, 360-487-7898

ATTACHMENTS:

- ▢ Contract



CONTRACT # _____
ITB #22-29: Fourth Plain Commons

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 Ross Builders Northwest, LLC hereinafter referred to as "Contractor," whose address is 3155 SE Century Blvd, Suite B, Hillsboro, OR 97123, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Fourth Plain Commons. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-29 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 improvement of construction of tenant improvements of community-serving spaces on the ground floor the Commons multi-use building that will include a shared office space, commissary kitchen and a community event space **and other work, 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 215 Working Days from the Notice to Proceed (NTP) date.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
- 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 8.5% Washington State Sales Tax (if applicable) \$4,864,228.60.

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 work 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 Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto.

The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025.

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 and the US Department of Labor for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

12. **PAYMENT TO THE CONTRACTOR:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month.

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, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW

39.12.010(4) file a certified copy of the payroll records with the Owner. 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. ORDER OF PRECEDENCE:** 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. Tenant Improvement Permit Set,
7. Federal Contract Requirements,
8. Fourth Plain Commons – Specifications Divisions,
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

Ross Builders Northwest, LLC.
3155 SE Century Blvd. Ste B
Hillsboro, OR 97123

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:
Ross Builders Northwest, LLC.

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: 114-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Purchase additional Single Use Stainless Steel Restrooms from Madden Fabrication of Portland Oregon RFP 30-20

Key Points

- In 2020, the City competitively solicited a request for proposal (RFP) resulting in the selection of a restroom that will best meet the City's needs.
- Selection was based on several factors including manufacturer capabilities and qualifications, product quality, project cost and references.
- An agreement was issued with Madden Fabrication to provide pre-fabricated single use stainless steel restrooms for five years. This agreement expires on June 16, 2025 and cannot be extended.
- At that time the City anticipated installation of 1-5 restrooms over the 5-year period at a maximum cost of \$300,000.
- These Single Use Stainless Steel Restrooms have been installed at the Waterfront Park and Nikkei Park and are exceeding expectations thus far. We are seeing less vandalism, loitering and illicit use than with traditional restroom models.
- The City requests to exceed the \$300,000 agreement for a total sum of \$2,200,000 to purchase additional restrooms prior to the expiration date of June 16, 2025.

Strategic Plan Alignment

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

Present Situation

In 2017, the City of Vancouver was introduced to the single use, stainless steel and ADA compliant restroom, also known as a "Portland Loo". City staff from the Parks, Public Works and Vancouver Police Departments visited several of these restroom sites in Portland and came back with positive feedback. In 2018, we partnered with Gramor Development Inc to install the first two of these restrooms at Vancouver Waterfront Park. In 2020, we added a third to the park system at Nikkei Park in NE Vancouver. In the 4 years of operation, we are seeing less vandalism, loitering

and illicit uses than with traditional restroom models.

We plan to replace existing restrooms with this new model at the following parks: 4 at Esther Short Park, Marshall Community Park and Bagley Community Park. We will add 2 at Oakbrook Community Park and 3 at Shaffer Community Park.

Advantage(s)

1. Replaces problematic restrooms that have high incidents of vandalism and illicit activities with single use, stainless steel and ADA compliant restrooms that are easier to maintain and monitor activity in and around them.
2. Allows the City to purchase these units in a timely manner prior to the agreement expiration date.
3. Provides a standard that is easier to maintain, with compatible parts that can be on hand for repairs.

Disadvantage(s)

None

Budget Impact

1. Funds for these restrooms will come out of the Real Estate Excise Tax (REET) funds or General Funds for replacements of existing restrooms. For installation at new sites, these new restrooms may be eligible for Park Impact Fee funding (PIF) through individual park projects. The total anticipated impact will be approximately \$2,200,000.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve the purchase of Single Use Stainless Steel ADA compliant restrooms (Portland Loos) from Madden Fabrication of Portland Oregon. The value of these purchases under this agreement is expected to be approximately \$2,200,000.

Terry Snyder, Senior Park Developer, 360-487-8317

ATTACHMENTS:

- ▣ Contract
- ▣ Purchase Order



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Contract #:	C-100348
Start Date:	Jun 17, 2020
End Date:	Jun 16, 2025
Total Contract Amount:	\$300,000.00

Madden Industrial Craftsmen Inc
 2550 NW 25th Place
 Portland, OR 97210

Submit all invoices and questions to:

Terry Snyder / Terry.Snyder@cityofvancouver.us

Contract Overview

This is for the purchase of stainless steel single use ADA restrooms per RFP 30-20 and the terms and conditions and requirements contained therein. Purchases are ordered on an as needed basis. Individual orders are placed with approved purchase orders per the terms of the RFP.

Terms and Conditions

Visit our website at <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

A handwritten signature in black ink, appearing to read "Nebela Fausse", written over a horizontal line.

Authorized Signature



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order Number: PO-55682
Revision Number: 0
Purchase Order Date: 2/2/21

This Purchase Order number **MUST** appear on all invoices, packing lists, and correspondence related to this order.

Madden Industrial Craftsmen Inc
 2550 NW 25th Place
 Portland, OR 97210

Submit Invoice To:

City of Vancouver
 Terry Snyder
 P.O. Box 1995
 Vancouver, WA 98668
 Terry.Snyder@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Terry Snyder
 City Hall - 3rd Floor
 415 W 6th Street
 Vancouver, WA 98660

If you have any questions regarding this order, please contact:

Terry Snyder / (360) 487-8317 Terry.Snyder@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Amount
1	Final payment for Portland Loo at North Image Park	1	Lump Sum	20,264.00	20,264.00
				Subtotal:	\$20,264.00
				Tax:	\$1,702.18
				Total:	\$21,966.18

Note to Supplier

Enter this URL <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the General terms and conditions or the Professional Services terms and conditions, whichever apply to this purchase order. Any amendments to this purchase order take full precedent over said terms and conditions.

Authorized Signature



Staff Report: 107-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT On Call Survey Contracts

Key Points

- On-Call task order contracts allow for the efficient procurement of scope-specific professional assistance during times of peak workload.
- A Request for Qualifications (RFQ) was issued by the City for On-Call Surveying Services to which nine firms responded.
- Responses were evaluated and four firms were selected to provide On-Call Surveying Services in the following categories of work: Property Boundaries, Mapping and Construction staking.
- The contracts will be in place for a period of three years utilizing specific task orders.

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

Present Situation

The City Survey Department has not been able to keep up with current needs and has contracted out more than \$700,000 over the last five years. With the increase of Public Works and Transportation projects, On-Call Surveying Services will need to be utilized to avoid delays.

The City issued an RFQ 23-22 for On-Call Surveying Services in April 2022 and received nine responses. After a review of all responses, the evaluation committee selected four consultants for On-Call Professional Service Contracts. One was approved on 6/27/2022 by Council (Minister Glaeser Surveying) and three have been on hold awaiting a WSDOT overhead rate approval letter. Two of the three have received the WSDOT approval letters and Staff is bringing forth two contracts to Council for this agenda. The City Survey Department proposes to execute these contracts for three years in the amount shown below with a possible extension of two years.

--	--	--

Surveying Firm	Contract Amount	Work Categories
PLS Engineering	\$600,000	Property Boundaries, Mapping and Construction staking
MacKay Sposito, Inc	\$600,000	Property Boundaries, Mapping and Construction staking

Utilizing On-Call contracts allows the City flexibility in staffing projects during times of peak workload.

Advantage(s)

- Provides immediate Surveying services needed to assist City staff for both planned and unexpected projects.
- Provides maximum flexibility to Survey staff to ensure all projects are adequately and professionally staffed.
- Establishing On-Call contracts now that utilize subsequent task orders as needed reduces staff time required to facilitate the consultant hiring process for each task.
- Allows for the hiring of consultants that are specialized in specific fields that meet project needs of the Survey Department.

Disadvantage(s)

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

Budget Impact

Expenditures for task orders executed from these On-Call contracts will be funded from the applicable project's budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to execute Professional Service Agreements with PLS Engineering, and MacKay Sposito, Inc for professional survey services on an as-needed basis for three years with not-to-exceed amounts as indicated above.

Glenn Donald, Professional Land Surveyor, 360-487-7774

ATTACHMENTS:

- ▣ Mackay Contract
- ▣ PLS Contract

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100956

Firm/Organization Legal Name (do not use dba's): Mackay Sposito		
Address 18405 SE Mill Plain Blvd, Suite 100	Federal Aid Number N/A	
UBI Number 600130437	Federal TIN 90-0915984	
Execution Date August 1, 2022	Completion Date July 31, 2025	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title On-Call Surveying Services		
Description of Work On-call surveying and other related professional services.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Maximum Amount Payable: \$600,000

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Vancouver, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Anna L. Vogel
Agency: City of Vancouver
Address: PO Box 1995
City: Vancouver State: WA Zip: 98668
Email: anna.vogel@cityofvancouver.us
Phone: 360-487-8429
Facsimile:

If to CONSULTANT:

Name: Derrick Smith
Agency: MacKay Sposito
Address: 18405 SE Mill Plain Blvd, Suite 100
City: Vancouver State: WA Zip: 98683
Email: dsmith@mackaysposito.com
Phone: 360-695-3411
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

C-100956

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel
Agency: City of Vancouver
Address: PO Box 1995
City: Vancouver State: WA Zip: 98668
Email: anna.vogel@cityofvancouver.us
Phone: 360-487-8429
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
MacKay Sposito

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A

Scope of Work

Project No. N/A

The Consultant is to provide on-call surveying services per Request for Qualifications #23-22 (RFQ) and respondent's response to said RFQ on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

N/A

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

D. Specify the Agency's Right to Review Product with the Consultant

TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency

TBD

F. Specify What Agency Furnished Services and Information Is to Be Provided

TBD

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D
Prime Consultant Cost Computations

See attached



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 8, 2021

MacKay Sposito, Inc.
1325 SE Tech Center Drive, Suite 140
Vancouver, WA 98683

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Jyoti Sohi:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 149.73% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Actuals Not To Exceed Table (ANTE)

MacKay Sposito Audited Rates								
Mackay Sposito, Inc								
1325 SE Tech Center Drive, Ste. 140								
Vancouver, WA 98683								
Job Classifications		Direct Labor Rate		Overhead		Fixed Fee		All Inclusive
		NTE*		NTE*		NTE		Hourly Billing
		NTE*		149.73%		30.00%		Rate NTE
Survey Manager		\$65.00		\$97.32		\$19.50		\$181.82
Land Surveyor - Project Manager		\$50.48		\$75.58		\$15.14		\$141.21
Land Survey Technician		\$39.00		\$58.39		\$11.70		\$109.09
Survey Party Chief		\$34.00		\$50.91		\$10.20		\$95.11
Survey Instrument Person		\$25.00		\$37.43		\$7.50		\$69.93
Administrative Assistant		\$27.50		\$41.18		\$8.25		\$76.93

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
MackKay Sposito

whose address is

18405 SE Mill Plain Blvd., Suite 100, Vancouver, WA 98683

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the **City of Vancouver**

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

MackKay Sposito

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☐ Other

of the City of Vancouver, and MacKay Sposito

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

MackKay Sposito

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

MackKay Sposito

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of on-call surveying services * are accurate, complete, and current as of August 1, 2022 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Mackay Sposito

Signature

Title

Date of Execution _____ ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000 .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100968

Firm/Organization Legal Name (do not use dba's): PLS Engineering		
Address 604 W Evergreen Blvd, Vancouver WA 98660	Federal Aid Number N/A	
UBI Number 602648391	Federal TIN 20-5543169	
Execution Date August 1, 2022	Completion Date July 31, 2025	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title On-Call Surveying Services		
Description of Work On-call surveying and other related professional services.		
☐ Yes ☐ No DBE Participation ☐ Yes ☐ No MBE Participation ☐ Yes ☐ No WBE Participation ☐ Yes ☐ No SBE Participation		Maximum Amount Payable: \$600,000

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Vancouver, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Anna L. Vogel
Agency: City of Vancouver
Address: PO Box 1995
City: Vancouver State: WA Zip: 98668
Email: anna.vogel@cityofvancouver.us
Phone: 360-487-8429
Facsimile:

If to CONSULTANT:

Name: Adam Thompson
Agency: PLS Engineering
Address: 604 W Evergreen Blvd
City: Vancouver State: WA Zip: 98660
Email: adam@plsengineering.com
Phone: 360-944-6539
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

C-100968

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel
Agency: City of Vancouver
Address: PO Box 1995
City: Vancouver State: WA Zip: 98668
Email: anna.vogel@cityofvancouver.us
Phone: 360-487-8429
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
PLS Engineering

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A

Scope of Work

Project No. N/A

The Consultant is to provide on-call surveying services per Request for Qualifications #23-22 (RFQ) and respondent's response to said RFQ on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

N/A

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

D. Specify the Agency's Right to Review Product with the Consultant

TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency

TBD

F. Specify What Agency Furnished Services and Information Is to Be Provided

TBD

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D
Prime Consultant Cost Computations

See attached

June 21, 2022

Travis Johnson, Vice President
PLS Engineering, Inc.
604 W. Evergreen Blvd
Vancouver, WA 98660-3032

- Re: PLS Engineering, Inc.
Safe Harbor Indirect Cost Rate

Dear Travis:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for PLS Engineering, Inc. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for PLS Engineering. The Safe Harbor rate is effective on June 21, 2022.

PLS Engineering has agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered prior to June 21, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

Schatzie Harvey
Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A **SAFE HARBOR** INDIRECT COST RATE

Firm Name: PLS Engineering

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

*The firm is electing to use the **SAFE HARBOR INDIRECT COST RATE** of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:*

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the **SAFE HARBOR RATE** program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the 'Path to Compliance'. Steps noted below:

The Pathway must include:

- *A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- *An accounting system which separates indirect costs and direct costs*
- *An accounting system which separates allowable and unallowable cost*
- *A compliant job cost system which is general ledger driven*
- *Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- *A strong written internal control policy with a policy and procedures manual*

*Signature: 

*Name of Certifying Official (Print): Travis Johnson

*Title: Vice President

Date of Certification (mm/dd/yyyy): 06/14/2022

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.



2022 COV Safe Harbor Billing Rates

Description	Billing Rate
Principle Engineer V	\$255.00
Engineer IV	\$182.00
Engineer III	\$122.00
Engineer II	\$104.00
Engineer I	\$97.00
Principle Planner V	\$216.00
Planner IV	105.00
Planner III	102.00
Planner II	97.00
Planner I	78.00
Drafter III	112.00
Drafter II	80.00
Drafter I	70.00
Principle Surveyor V	131.00
Surveyor IV	117.00
Surveyor III	92.00
Surveyor II	83.00
Surveyor I	78.00
Survey 1-Man Crew	72.00
Survey 2-Man Crew	130.00
Survey 3-Man Crew	188.00
Project Coordinator	102.00
Project Administration	78.00

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
PLS Engineering

whose address is

604 W Evergreen Blvd, Vancouver, WA 98660

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the **City of Vancouver**

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

PLS Engineering

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☐ Other

of the City of Vancouver, and PLS Engineering

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

PLS Engineering

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

PLS Engineering

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date _____

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of on-call surveying services * are accurate, complete, and current as of August 1, 2022 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: PLS Engineering

Signature

Title

Date of Execution _____ ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000 .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



Staff Report: 115-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Water System Plan Amendment

Key Points

- WAC 246-290-100 requires municipal water suppliers to have a Washington State Department of Health (WDOH) approved Water System Plan.
- Vancouver's Water System Plan was last approved in 2016 for a period of six years.
- State rules have since been modified to allow approvals to last for a period of ten years.
- City staff developed an amendment to the plan per state guidance in order to obtain a four-year approval extension.
- WDOH staff approved the amendment July 12, 2022.

Strategic Plan Alignment

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

Present Situation

WAC 246-290-100 requires water utilities to develop a Water System plan. The plan evaluates the existing system and its ability to meet the anticipated requirements for water source, transmission, storage, and distribution over a 20-year planning period. In addition, the plan demonstrates the water system's operational, technical, managerial and financial capability to achieve and maintain compliance with relevant local, state, and federal plans and regulations.

The [City of Vancouver Water System Plan](#) was adopted by City Council in January of 2016 and approved by WDOH in March of 2016 for a six-year period, according to the rules in place at the time. Soon after plan approval the state modified the rule to increase plan approval periods from six years to ten years. City staff knew of the impending regulation change during plan development and included elements in the plan that would be required to obtain an approval extension for an additional four years once the six-year approval period expired.

After review with WDOH, City staff were directed to complete a plan amendment in order to

obtain a four-year extension. Due to the fact that the 2016 plan was written to meet all the requirement for a ten-year approval, this amendment process only required minor changes to the plan. This amendment process required resubmittal of the existing plan to WDOH for their review; a review for consistency with local planning documents by both Clark County and City of Vancouver planning staff; a public meeting hosted by the water utility in order to allow the public to comment on the plan; and adoption of the amendment by City Council.

The water system plan was submitted to the state on November 19, 2021. Comments on the plan were received by WDOH on February 15, 2022 outlining specific items that needed to be addressed to obtain amendment approval. A plan amendment document was developed to address WDOH comments. The most significant changes include:

- water right table modifications
- wellhead protection updates
- updated cross connection policies
- the addition of new capital projects, including the current budget placeholder for potential PFAS treatment systems

A virtual public meeting was held on March 31, 2022 to allow the public to comment on the amendment. Submittal of the amendments to WDOH for their review and comments also took place on March 31, 2022. No further comments were received from WDOH and on July 12, 2022, WDOH approved the amendment of the 2016 Water System Plan.

A Resolution of Concurrence has been developed providing council with the option to concur with WDOH and adopt the amendment, thus extending the water system plan approval until 2026. Provided council approves the amendment, staff will begin to develop a new plan in 2024 for adoption in 2026.

Advantage(s)

1. Adoption of the plan amendment will satisfy the Department of Health ongoing requirements for updated planning for an additional four years.
2. Amendment adoption ensures Vancouver is eligible for all grants and loans through the state on all capital projects listed in the plan and the amendment.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

The Water System Plan was approved by City Council January 25, 2016.

Recent memo provided to council outlining the amendment process.

Action Requested

On September 12, 2022, adopt a resolution of concurrence adopting the proposed amendments

to the 2016 Vancouver Water System Plan.

Tyler Clary, Engineering Program Manager, 360-418-7169

ATTACHMENTS:

- ▣ Water System Plan Amendment
- ▣ Resolution



City of Vancouver

2022 Amendment to the 2016 Water System Plan

4-Year Extension Update

Amended March 2022

City of Vancouver Certification

Revisions to Chapters 1, 4, 5, 8, and 9 of the original Water System Plan approved in 2016 were prepared under the direction of the following registered professional engineer.



Tyler W. Clary, P.E.



3/30/2022

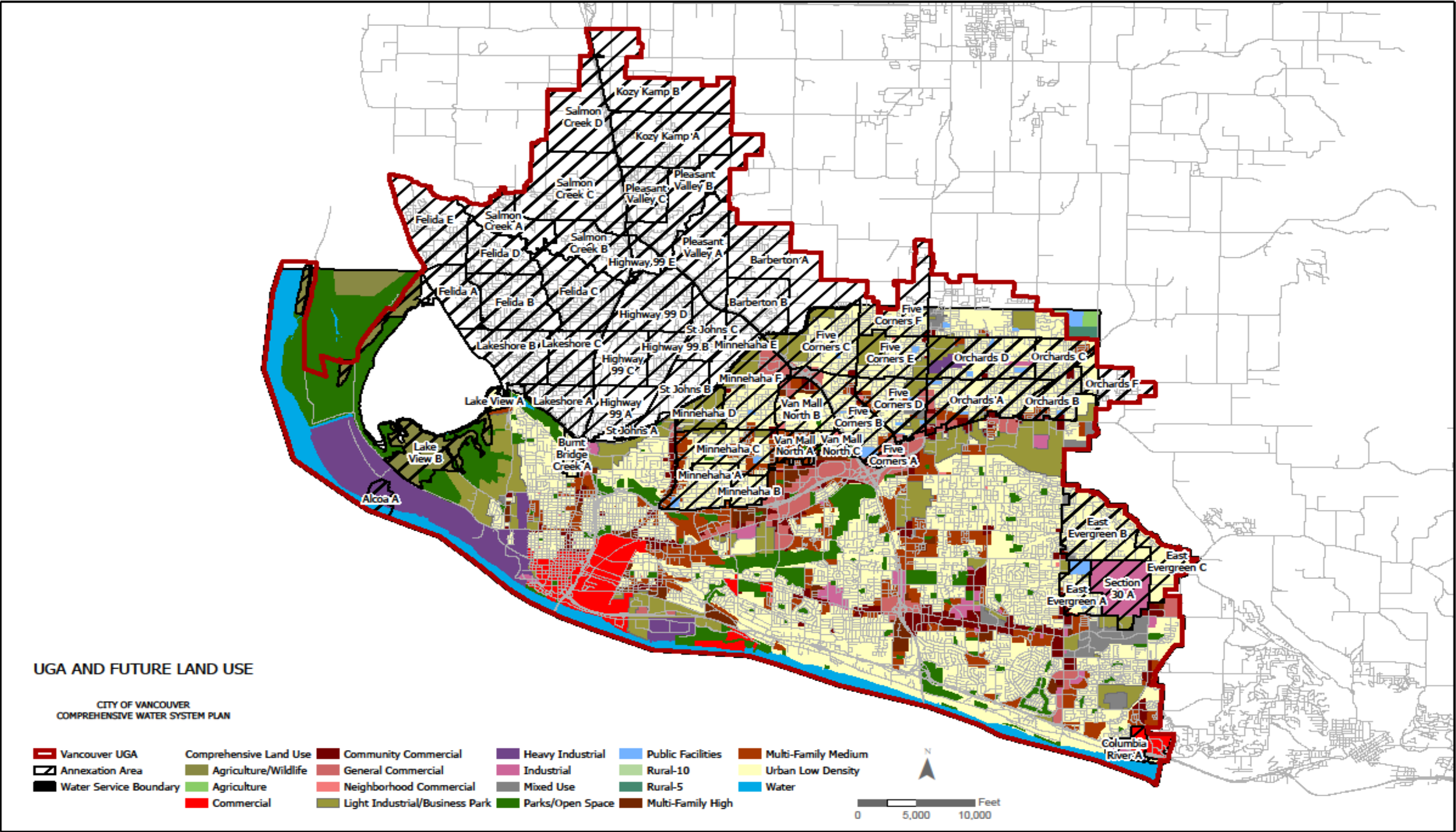
Water System Plan Amendment Summary

Water System Plans (WSP) are required under WAC 246-290-100. The purpose of the plan is to develop a planning strategy for the City's retail water service area. The plan is required to demonstrate a purveyor's capacity to provide potable water; identify its approach to handling demand and system expansion; assure consistency with applicable laws and plans; and establish eligibility for State funding.

The City of Vancouver is resubmitting the approved 2016 WSP, along with minor amendments through the plan amendment process in an effort to seek amendment approval of the plan to extend the approval period an additional 4 years. WAC 246-290-100 currently outlines that plan approval is effective for a period of ten years. When Vancouver's WSP was approved in 2016, it was approved for a period of six years per the WAC that was in place at that time. Soon after the plan was approved, WAC 246-290-100 was modified to require plans to be updated every ten years. During development of the 2016 approved plan, ten-year forecasts were included in the plan in order to meet the requirements of the ten-year planning horizon. Given that these forecasts are included in the plan, the City is seeking approval of an amendment to the plan to extend the approval period an additional four years.

This planning modification did not result in revisions to WSP chapters 2, 3, 6, 7, or 10, nor to most of the appendices. Chapters 1, 4, 5, 8, and 9 in this amended WSP had minor revisions, and these are documented in this publication as direct replacements and additions to specific section of the plan. The only appendices containing modifications are Appendix 5 and Appendix 6. Appendix 5C and 6C have been replaced in their entirety and a new Appendix 5D and 6F have been added.

The 2019 amendment consists of the following replacement Tables, Figures, Sections and Appendices.



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Table 1.3 revision

The City of Vancouver no longer references specific cross connection requirements in the VMC. As outlined in VMC 14.04.155, specific cross connection requirements are detailed in the City's Cross-Connection Control Procedures Manual. This manual replaces Appendix 6C.

Table Error! No text of specified style in document..1 Water Service Policies & Planning Considerations			
Connecting with an Existing Water Source	Planning Consideration	Properties with an on-site well may obtain service from the City, but must comply with "Washington state law (WAC 173-160 and WAC 246-290), and Vancouver Municipal Code (14.04.140 and 14.04.155). City approved reduced-pressure backflow assembly (RPBA) must be installed, inspected, and tested per Section 14.04.155 (COV Website - http://www.cityofvancouver.us/publicworks/page/backflow-and-cross-connection-prevention).	COV Website
	Policies	Premise isolation for all service connections by an approved air gap or reduced pressure backflow assembly is required for all customers with access to unapproved auxiliary water supplies, as defined by WAC 246-290-010, connected to a piping system whether or not an interconnection exists between the unapproved auxiliary water supply and the city water system.	<u>COV Cross-Connection Control Procedures Manual</u>

4.2.3 Summary of Water Rights Status (Replaced Entirely)

Based on the existing and future water rights analysis, no new water rights are required during the 20-year planning period. The pumping capacities of several of the City's wells are below the well's water right and could be increased to make full use of the right. The following summarizes the results of the existing and future water rights status:

Existing Water Rights Status:

- Qi exceeds current Instantaneous Pumping Capacity by 13,912 gpm (20.03 mgd).
- Qi exceeds 2012 Maximum Day Production by 37,225 gpm (53.60 mgd).
- Qa exceeds 2012 Annual Production by 21,726.5 AFY (19.39 mgd).

Forecasted Water Rights Status:

- Qi exceeds 20-Year (2034) High MDD by 22,322 gpm (32.14 mgd).
- Qa exceeds 20-Year (2034) High ADD by 8,214.5 AFY (7.34mgd).

The City is committed to making full use of all its water rights. Additionally, an upcoming capital project will install three wells in 2023 to replace wells 3, 4 and 5 at Water Station 1. At the conclusion of that project, the City plans to apply for a single right to pump up to 13 wells at a flow rate equivalent to the current certificated Qi of 23,400 gpm. Individual water station limitations beyond well pumping capacity are evaluated in more detail in Section 4.3.

Table Error! No text of specified style in document..2 Existing Water Rights Status										
Permit Certificate or Claim #	Priority Date	Source Number	Well Number	Existing Water Rights			Existing Production Capacity		Current Water Rights Status Excess/(Deficiency)	
				Maximum Instantaneous Flow Rate (Qi) (gpm)	Primary Annual Volume (Qa) (AFY)	Additive Annual Volume (AFY)	Maximum Instantaneous Well Pumping Capacity ⁽¹⁾ (Qi) (gpm)	2012 Annual Production (Qa) (AFY)	Maximum Instantaneous Flow Rate (Qi) (gpm)	2012 Annual Volume (Qa) (AFY)
Water Station 1										
64D74	3/1/1938	S14	1	2,000	2,030.0	3,520.0	2,000		0	
65D75	1/1/1939	S15	2	2,000	2,100.0		2,000		0	
66D76	9/1/1943	S16	3	2,000	2,442.0		2,000		0	
67D77	6/1/1944	S17	4	1,200	923.0		0		1,200	
4920A	2/16/1962	S18, S19	5, 6	2,200			1,360		840	
G2-23395C	11/27/1974	S20	7	2,000	1,600.0		2,980		(980)	
G2-26309C	3/2/1983	S21, S22, S23, S24, S25, S26	8, 9, 10, 11, 12, 13	12,000	258.5	9,419.5	13,120		(1,120)	
Water Station 3										
14-A-C	1/26/1946	S27	1	2,000	2,580.0		2,000		0	
1745-A-C	1/11/1951	S28	2	2,000	2,580.0		2,000		0	
G2-25363C	9/10/1979	S29	3	2,000	1,613.0		2,000		0	
Water Station 4										
1649A	1/23/1952	S30	1	1,000	1,600.0		950		50	
386-D	7/1/1942	S31	2B	2,500	2,472.0		2,000		500	
388D	8/1/1942	S32	3B	2,400	2,312.0		2,000		400	
G2-25365C	9/10/1979	S35	9	800	645.0		600		200	
Water Station 6										
G2-00171C	5/7/1969		1	2,000	2,400.0		0		2,000	
G2-25364C	9/10/1979		3	400	323.0		0		400	
Water Station 7										
G2-001070C	5/7/1969	S05	1	1,250	1,500.0		800		450	
G2-27670C	8/13/1986	S10	2B	500		807.0	500		0	
Water Station 8										
3437-A	9/23/1957	S36	1, 2	750	360.0		500		250	
G2-20646C	12/4/1972	S37	3	2,000	1,600.0		750		1,250	

Table Error! No text of specified style in document..2 Existing Water Rights Status										
Permit Certificate or Claim #	Priority Date	Source Number	Well Number	Existing Water Rights			Existing Production Capacity		Current Water Rights Status Excess/(Deficiency)	
				Maximum Instantaneous Flow Rate (Qi) (gpm)	Primary Annual Volume (Qa) (AFY)	Additive Annual Volume (AFY)	Maximum Instantaneous Well Pumping Capacity ⁽¹⁾ (Qi) (gpm)	2012 Annual Production (Qa) (AFY)	Maximum Instantaneous Flow Rate (Qi) (gpm)	2012 Annual Volume (Qa) (AFY)
Water Station 9										
G2-000854C	4/14/1969	S38, S39	1	72	30.0		0		72	
G2-22659C	6/14/1974		3, 4	2,800	3,600.0		2,400		400	
G2-25711C	8/11/1980		5	3,000	2,419.5		2,600		400	
G2-25712C	8/11/1980	S41	6	2,500	2,016.0	2,016.0	2,400		100	
G2-27460C	8/13/1986	S42	7	2,500	2,400		100			
Water Station 14										
G2-25360C	9/10/1979	S43	1	1,000	807.0		1,000		0	
G2-25710C	8/11/1980	S44	2	1,000	806.5		1,000		0	
G2-27459C	8/13/1986	S45	3	1,200	968.0		1,200		0	
Water Station 15										
G2-25961C	7/21/1981	S46, S47, S48, S49	1, 2, 3, 4	5,000	4,839.0		1,000		4,000	
Ellsworth										
G2-27671P	8/13/1986	S50	1	3,000	0.0	2,420.0	2,000		1,000	
G2-28027C	8/13/1986	S51	2	3,000	0.0	2,420.0	2,300		700	
G2-28076C	8/13/1986	S12	3	3,000	0.0	2,420.0	2,500		500	
Claims										
Water Station 4										
G2-136136CL	8/1/1942	S33	4B	1,400	2,240.0		1,400		0	
G2-136137CL	8/1/1942	S34	5B	1,400	2,240.0		1,400		0	
136138CL	8/1/1943		6	1,200	1,920.0		0		1,200	
Total				75,072	50,256.5	23,990.5	61,160	28,530	13,912	21,726.5
Total (mgd)				108.10	44.86	21.42	88.07	25.47	20.03	19.39
Notes:										
(1) Well pumping capacity as provided by City staff.										

Table 4.2 Forecasted Water Rights Status										
Permit Certificate or Claim #	Priority Date	Source Name	Well Number	Existing Water Rights			Forecasted Water Use From Sources (20 Year High Demand)		Forecasted Water Rights Status Excess/(Deficiency) (20 Year Demand in Water Right)	
				Maximum Instantaneous Flow Rate (Qi) (gpm)	Primary Annual Volume (Qa) (AFY)	Additive Annual Volume (Qa) (AFY)	2034 Maximum Day Demand (Qi) (gpm)	2034 Average Day Demand (Qa) (AFY)	Maximum Instantaneous Flow Rate (Qi) (gpm)	Maximum Annual Volume (Qa) (AFY)
Water Station 1										
64D74	3/1/1938	S14	1	2,000	2,030		1,500	1,200	500	830
65D75	1/1/1939	S15	2	2,000	2,100		1,500	1,200	500	900
66D76	9/1/1943	S16	3	2,000	2,442		1,500	1,200	500	1,242
67D77	6/1/1944	S17	4	1,200	923		750	600	450	323
4920A	2/16/1962	S18, S19	5, 6	2,200		3,520.0	1,500	1,200	700	(1,200)
G2-23395C	11/27/1974	S20	7	2,000	1,600		750	600	1,250	1,000
G2-26309C	3/2/1983	S21, S22, S23, S24, S25, S26	8, 9, 10, 11, 12, 13	12,000	258.5	9,419.5	9,000	6,000	3,000	(5,741.5)
Water Station 3										
14-A-C	1/26/1946	S27	1	2,000	2,580		1,500	1,200	500	1,380
1745-A-C	1/11/1951	S28	2	2,000	2,580		1,500	1,200	500	1,380
G2-25363C	9/10/1979	S29	3	2,000	1,613		1,500	1,200	500	413
Water Station 4										
1649A	1/23/1952	S30	1	1,000	1,600		500	500	500	1,100
386-D	7/1/1942	S31	2B	2,500	2,472		1,100	800	1,400	1,672
388D	8/1/1942	S32	3B	2,400	2,312		1,100	800	1,300	1,512
G2-25365C	9/10/1979	S35	9	800	645		500	600	300	45
Water Station 6										
G2-00171C	5/7/1969		1	2,000	2,400		850	500	1,150	1,900
G2-25364C	9/10/1979		3	400	323		400	323	0	0
Water Station 7										
G2-001070C	5/7/1969	S05	1	1,250	1,500		1,250	1,300	0	200
G2-27670C	8/13/1986	S10	2B	500		807.0	500	196	0	(196)
Water Station 8										
3437-A	9/23/1957	S36	1, 2	750	360		750	360	0	0
G2-20646C	12/4/1972	S37	3	2,000	1,600		1,500	1,600	500	0

Table 4.2 Forecasted Water Rights Status										
Permit Certificate or Claim #	Priority Date	Source Name	Well Number	Existing Water Rights			Forecasted Water Use From Sources (20 Year High Demand)		Forecasted Water Rights Status Excess/(Deficiency) (20 Year Demand in Water Right)	
				Maximum Instantaneous Flow Rate (Qi) (gpm)	Primary Annual Volume (Qa) (AFY)	Additive Annual Volume (Qa) (AFY)	2034 Maximum Day Demand (Qi) (gpm)	2034 Average Day Demand (Qa) (AFY)	Maximum Instantaneous Flow Rate (Qi) (gpm)	Maximum Annual Volume (Qa) (AFY)
Water Station 9										
G2-000854C	4/14/1969	S38, S39	1	72	30		0	30	72	0
G2-22659C	6/14/1974		3, 4	2,800	3,600		2,800	3,600	0	0
G2-25711C	8/11/1980	S40	5	3,000	2,419.5	2,016.0	3,000	2,419.5	0	0
G2-25712C	8/11/1980	S41	6	2,500	2,016		2,500	2,016	0	0
G2-27460C	8/13/1986	S42	7	2,500			2,500	2,016	0	(2,016)
Water Station 14										
G2-25360C	9/10/1979	S43	1	1,000	807	968	1,000	807	0	0
G2-25710C	8/11/1980	S44	2	1,000	806.5		1,000	806.5	0	0
G2-27459C	8/13/1986	S45	3	1,200			1,000	968	200	(968)
Water Station 15										
G2-25961C	7/21/1981	S46, S47, S48, S49	1, 2, 3, 4	5,000	4,839		1,500	1,000	3,500	3,839
Ellsworth										
G2-27671C	8/13/1986	S50	1	3,000	0	2,420	1,500	1,500	1,500	(1,500)
G2-28027C	8/13/1986	S51	2	3,000	0	2,420	1,800	1,500	1,200	(1,500)
G2-28076C	8/13/1986	S12	3	3,000	0	2,420	2,000	1,500	1,000	(1,500)
Claims										
Water Station 4										
G2-136136CL	8/1/1942	S33	4B	1,400	2,240		1,100	500	300	1,740
G2-136137CL	8/1/1942	S34	5B	1,400	2,240		1,100	500	300	1,740
136138CL	8/1/1943		6	1,200	1,920		500	300	700	1,620
Total				75,072	50,256.5	23,990.5	52,750	42,042	22,322	8,214.5
Total (mgd)				108.100	44.86	21.42	75.96	37.52	32.14	7.34

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5.6.2 City Water Stations (Replaced Entirely)

The following sections provide details regarding the presence of Class I and II facilities in proximity to the individual city water stations. Along with locations and descriptions of the aquifers tapped, well capacities are also provided. The sections also contain a discussion of nearby facilities and sites that could present a risk to that area's groundwater. Maps of the water stations and their corresponding facilities/sites of concern are shown in **Appendix 5C**.

5.6.2.1 Water Station 1

Water Station 1, located on East Fourth Plain Boulevard in Waterworks Park, is the largest water station in the City's water system. There are twelve wells at Water Station 1, all of which tap the Lower Orchards aquifer. A large air stripping treatment facility is located at Water Station 1 to remove VOCs, (more specifically perchloroethylene (PCE), from water produced at the wells. The wells at Water Station 1 have an annual reliable well capacity of 18.6 mgd.

There are four Class I/II facilities located near Water Station 1. All of them have been inspected by the WRPO program and are in compliance:

- Three gas stations (24 Food Mart 76 Station).
- One dry cleaner (4th Plain One Hour Cleaner).
- Two other facilities, which store some chemicals of concern (Clark College and VA Medical Center).

5.6.2.2 Water Station 3

Water Station 3, located along Northwest Washington Street at Northwest 43rd Street, has three wells that tap the Lower Orchards aquifer. The annual reliable well capacity of Water Station 3 is 8.9 mgd.

There are four Class I/II facilities located near Water Station 3:

- Two gas stations (Arco and BBC Petroleum).
- One Store (Safeway Store #400).
- Washington's Dept. of Transportation facility.

All of these facilities have been inspected by the WRPO program and are in compliance. In addition, the Bonneville Power (BPA) facility is located northeast of the well field. The City's Water Resources Protection Program performed site inspections in 2006 and 2011 and it is being monitored as a Tier II facility within the Community Right-to-Know program.

5.6.2.3 Water Station 4

Water Station 4, located along Blanford Drive at East 5th Street, includes six wells that tap

the Lower Orchards aquifer. An air stripping treatment facility is also located at this water station to remove PCE from the well source water. The annual reliable well capacity of Water Station 4 is 10.1 mgd. There are many potential contaminant sources within the zones of contribution because the wellhead protection areas encompass major transportation corridors. East Fourth Plain Boulevard is of concern as well as industrial areas along Columbia Way.

There are six Class I/II facilities located near Water Station 4:

- One manufacturing operations (Christensen Shipyards).
- One facility that stores and blends chemicals (Diacon Technologies).
- One gas station (VOCI Cardlot at Columbia Way).
- The City's Marine Park Water Reclamation Facility.
- One Paper and Forest Product Manufacture (Columbia River Logistics).
- One Petroleum Processor (Wilcox & Flegel).

All of these facilities have been inspected by the WRPO program and are in compliance.

5.6.2.4 Water Station 7

Water Station 7, located near Northeast 112th Avenue off Northeast 16th Street, has two wells. Well 1 taps the Upper Troutdale aquifer, while Well 2 taps the Sand and Gravel aquifer. Well 2 has demonstrated elevated iron and manganese levels and has been equipped with a greensand filtration treatment facility. The annual reliable well capacity of Water Station 7 is 1.7 mgd.

No Class I/II facilities are located near Water Station 7.

5.6.2.5 Water Station 8

There are two wells located at Water Station 8, located near the intersection of Northeast Fourth Plain Road and Northeast 112th Avenue that tap the Upper Orchards aquifer at a shallow depth. The annual reliable well capacity at Water Station 8 is rated at 1.8 mgd.

Although Water Station 8 is located outside City limits, it is very close to the City limit boundary and there are classified facilities near the site. Five Class I/II facilities are located near Water Station 8:

- Pro-Caliber Motorsports.
- Precise Manufacturing.
- Sun Cleaners.
- PetCo.
- Midas.

There is also a site currently listed on Ecology's Confirmed and Suspected Contamination site list (Commercial Radiator) which is located close to Station 8. Any updates to the status of this site will be recorded in the WRPO database.

5.6.2.6 Water Station 9

Water Station 9, located along Northeast 39th Street at northeast 145th Avenue has five wells tapping the Upper Orchards aquifer. The annual reliable well capacity of Water Station 9 is 14.1 mgd.

No Class I/II facilities are located near Water Station 9.

5.6.2.7 Water Station 14

Water Station 14, located along Northeast 78th Street at Northeast Andresen Road, has three wells tapping the Upper Orchards aquifer. The annual reliable well capacity of these wells is 3.2 mgd.

Water Station 14 lies outside City limits, there are no Class I/II facilities located near the site. One closed operation, Leichner Landfill, is being monitored by the Dept. of Ecology as a known contamination site. Leichner was required to comply with a number of Ecology stipulated measures as part of their final landfill closure plan. These included capping the landfill and installing gas extraction wells with flares to burn landfill gas. Test sampling and remedial action are still in progress at the site and will continue for the next 25 years.

5.6.2.8 Water Station 15

Water Station 15, located near the intersection of Northeast 27th Street and Northeast 83rd Avenue, includes four wells tapping the Upper Orchards aquifer. The annual reliable well capacity is considered to be 1.4 mgd.

No Class I/II operations are located near Water Station 15.

There are several facilities within a half mile of the water station that will continue to be monitored by the City. Other potential sources of concern include two known contamination sites, A&B Radiator and a ConocoPhillips fueling operation.

5.6.2.9 Ellsworth Water Station

The Ellsworth Water Station, located near Southeast 97th Avenue along Southeast French Road, includes three wells all tapping the Sand and Gravel Aquifer. The water station is equipped with a greensand filtration facility to remove iron and manganese. The annual reliable well capacity of the Ellsworth Water Station will be 10.8 mgd.

Although potential sources of contamination are nearby, including septic tanks, dry wells, and catch basins, the aquifer tapped by the Ellsworth wells is protected from surface

contamination by a thick sedimentary clay layer. The three wells are drilled and cased through and past the clay layer with water intake screens placed in the confined aquifer.

5.6.2.10 Clark Public Utilities (CPU) Southlake Wellfield

The new CPU Southlake Wellfield water station located on Fruit Valley Road and NW 59th St. became active in 2010. From this site, CPU produces approximately 3.7 mgd from the Sand and Gravel Aquifer at a screened depth of approximately 420 feet below ground surface.

Five Class I industrial facilities are located near the Southlake Wellfield:

- Pac Paper, Inc.
- Pacific Die Casting.
- NuStar Energy.
- Nalco Chemical.
- Frito-Lay.

There is one nearby classified non-industrial site, the Vancouver School District Grounds shop.

Figure 5.5 - Operations Spill Procedures & Reporting

Spill is hazardous, unknown &/or presents an immediate threat to the public health:

- Evacuate and secure the area
- Call **911** and Ecology's 24 hr Emergency Spill Response at 360-407-6300 ERTS# **XXXX**
- Contact **Dispatch** at **487-8177** - After hours Call **Drainage Pager** at **418-5133**
- For sanitary sewer spills refer to Sanitary Sewer Chemical Release SOP or Sanitary Sewer Overflow SOP
- **On Call Emergency Wastewater Operator 360-608-0723 & Westside Plant 360-695-0092**
- Notify **Nikki Guillot** at **487-7187**

Spill is 5 gallons or more & non-hazardous OR may enter storm drains or waterbodies:

- Safely stop the flow & determine where it's going (waterbody, storm drain, soil, etc.)
- Immediately call **Ecology's** 24 hr Emergency Spill Response: **360-407-6300 ERTS#**
- If flowing to **Columbia River**, call the **Coast Guard** National Response Center: **1-800-424-8802**
- Contact **Dispatch** at **487-8177** - After hours Call **Stormwater Pager** at **418-5133**
- Notify **Nikki Guillot** at **487-7187**

Spill is less than 5 gallons & will not enter storm drains or waterbodies:

- Safely stop the flow & clean up the spill
- If less than 1 gallon, securely bag spill clean up materials and place in trash
- If 1 to 5 gallons, place materials in labeled container, take to Ops storage area, notify **Brandon Lo'Re** **487-8264**

Responsible Party

Who is responsible for spill? Phone#

Vehicle license# Address

Other identification

The party responsible for the spill should contact a cleanup contractor:

- Clean Harbors - 1-800-645-8265
- NRC Environmental - 1-800-337-7455

Incident Details (If in County, call 360-397-2446)

SR# XXXXX **WO#** XXXX

Notified of Event Date Time

Responded to Event Date Time

Spill Location:

Cause of spill:

What spilled?

How much? Gallons quarts pints

Where did it flow to?

How much recovered?

List all persons responding:

Actions taken:

Report prepared by: Date:

EMAIL THIS COMPLETED FORM TO BRIAN POTTER, BRANDON LO'RE, & NIKKI GUILLOT

Figure 5.5 - Spill Procedure and Reporting

8.3.6 PFAS Treatment Systems

In 2020 and 2021 the city completed proactive testing that found PFAS at very low levels in some of the city's groundwater wells. The low levels of PFAS found in Vancouver's water are below the EPA's lifetime health advisory level for PFAS of 70 parts per trillion (ppt), but are at or above the Department of Health's newly established State Action Levels at six of the utility's nine water production stations: WS3, WS4, WS8, WS9, WS14, and WS15.

At this time, the city has not identified any point sources or underground plumes containing PFAS that are affecting the city's water supply. The city has hired expert water quality engineers and scientists to conduct a study to better understand possible sources and concentration of the PFAS in the city's groundwater supply.

Although an SAL exceedance does not require treatment, the city has hired a consultant to complete a high-level cost estimate to install treatment systems at the six water stations that have tested PFAS at or above the SAL. It is unclear at this time if the city will install treatment. Treatment installation is dependent on rulemaking by the EPA, additional state rulemaking, and/or city council direction. Regardless, the city is preparing financially to ensure funding is available to install treatment.

This financial preparation includes a placeholder in our capital improvement plan of \$100,000,000 spread out between 2025 and 2030. The city will be seeking grants, bonds and/or loans in order to fund treatment systems if it is deemed that treatment systems are necessary.

8.4.1 General Improvements

Replace G-7 with the following

- **G-7 Operations Center Redevelopment.** The City determined that the existing operations center is not adequate to house the city's operational needs. Property has been purchased to construct a new operations center. The water utility will fund approximately 60% of this construction with the city's general fund paying for the remainder. All occupants that are not in either the water utility or a general fund department will pay rent back to the water utility for their use of the facility. The city anticipates a water utility cost of approximately \$65,000,000-\$95,000,000 to construct the facility, depending on the level of LEED certification the city council pursues. The city will utilize municipal bonds to finance the construction of the operations center in order to spread the cost over 20 years.
- **G-12 System MCC Electrical Upgrades.** The city has determined that a significant number of the electrical components at its water production stations are old and in need of replacement. The MCCs at sites that have not had recent upgrades will be evaluated and replaced. A project cost of approximately \$8,000,000 is anticipated.
- **G-13 Ellsworth Roof Replacement.** The roof on the Ellsworth treatment facility is leaking and maintenance efforts have failed to repair the leaks. An entire roof replacement is anticipated at an approximate cost of \$700,000.

8.4.2 Supply

Replace S-17 with the following

- **S-17 PFAS Studies.** S-17 was a placeholder of \$1,000,000 in the 2016 Water System Plan. The city is using this budget to hire expert water quality engineers and scientists to conduct a study to better understand possible sources and concentration of the PFAS in the city's groundwater supply. The city is also identifying treatment technologies that can be used to remove PFAS and working to estimate the cost to design, build and operate them. Some funds have already been utilized for this work with the remaining funds of \$948,520 planned for utilization in 2022 and 2023.

Newly added supply projects

- **S-19 PFAS Treatment.** Based on levels of PFAS tested at WS3, WS4, WS8, WS9, WS14, and WS15, the city has set a placeholder in the capital improvement plan of \$100,000,000 spread out between 2025 and 2030. The city will be seeking grants, bonds and/or loans in order to fund treatment systems if it is deemed that treatment systems are necessary. It is currently unclear if treatment will be required 100and if so, at which water stations. The highest priority sites for treatment will be those with the highest concentration, which includes WS4, WS 14. Information determined through project S-17 PFAS Studies will help to determine which sites will be prioritized for treatment.

8.4.3 Storage

Newly added storage projects

- **ST-10 Water Station 5 Tower Internal Coating.** It was determined that internal coating of the Water Station 5 elevated tank is in needs of replacement. Removal of the existing coating along with a new coating is anticipated at approximately \$630,000.

2022 Amendment to the 2016 Water System Plan

Table 8.4 Capital Improvement Plan					
Project		CIP Cost Estimate	CIP Phasing		
			Short-Term 2015-2020	Mid-Term 2021-2024	Long-Term 2025-2034
General		\$97,040,000	\$16,670,000	\$1,150,000	\$79,220,000
G-1	SCADA System Program Improvement	\$7,200,000	\$7,200,000	\$0	\$0
G-2	Rezone Study for Vancouver Low and Vancouver High Zones	\$50,000	\$50,000	\$0	\$0
G-3	Comprehensive Water Master Plan Updates	\$900,000	\$0	\$450,000	\$450,000
G-4	O&M Program Electronic Manual	\$300,000	\$300,000	\$0	\$0
G-5	Water Shortage Response Plan	\$40,000	\$40,000	\$0	\$0
G-6	Ongoing SCADA Upgrades	\$1,000,000	\$0	\$0	\$1,000,000
G-7	Operations Center Redevelopment	\$69,730,000	\$0	\$0	\$69,730,000
G-8	Pump House Roofing	\$200,000	\$200,000	\$0	\$0
G-9	SCIP Coordination Project	\$8,750,000	\$8,750,000	\$0	\$0
G-10	Study for Heights High Hydraulic Grade Line Balance	\$40,000	\$0	\$0	\$40,000
G-11	WS 3 Master Plan	\$130,000	\$130,000	\$0	\$0
G-12	System MCC Electrical Upgrade	\$8,000,000	\$0	\$0	\$8,000,000
G-13	Ellsworth Roof Replacement	\$700,000	\$0	\$700,000	\$0
Supply		\$134,420,000	\$17,520,000	\$5,350,000	\$111,550,000
S-1	WS 1 General Site Improvements	\$14,160,000	\$14,160,000	\$0	\$0
S-2	WS 1 Chlorination Facility Improvement	\$890,000	\$890,000	\$0	\$0
S-3	Supply Capacity Improvements Study for WS 4, 6, 8, and 15	\$200,000	\$200,000	\$0	\$0
S-4	WS 4 Improvements	\$1,000,000	\$0	\$0	\$1,000,000
S-5	WS 6 Well/Treatment Installation	\$3,000,000	\$0	\$0	\$3,000,000
S-6	WS 8 Replace Wells 2 & 3	\$2,000,000	\$0	\$0	\$2,000,000
S-7	WS 15 Replace Wells 1 through 4	\$4,000,000	\$0	\$0	\$4,000,000

2022 Amendment to the 2016 Water System Plan

Table 8.4 Capital Improvement Plan					
S-8	WS 1 Replace Wells 3, 4, & 5	\$3,000,000	\$0	\$3,000,000	\$0
S-9	WS 4 Well 4 Building Replacement	\$310,000	\$310,000	\$0	\$0
S-10	Sodium Hypochlorite Generation System	\$2,150,000	\$1,050,000	\$1,100,000	\$0
S-11	Ellsworth Well Rehabilitation	\$870,000	\$270,000	\$300,000	\$300,000
S-12	Ellsworth Greensand Replacement	\$500,000	\$500,000	\$0	\$0
S-13	Well Level Probes	\$40,000	\$40,000	\$0	\$0
S-14	WS 9 Lead and Copper Pilot Study	\$100,000	\$100,000	\$0	\$0
S-15	WS 3 Replacement of Wells 1 & 2 with One Well	\$1,000,000	\$0	\$0	\$1,000,000
S-16	WS 7 Greensand Replacement	\$200,000	\$0	\$0	\$200,000
S-17	PFAS Studies	\$950,000	\$0	\$950,000	\$0
S-18	Exploration for New Water Source	\$50,000	\$0	\$0	\$50,000
S-19	PFAS Treatment	\$100,000,000	\$0	\$0	\$100,000,000
Storage		\$41,080,000	\$13,900,000	\$25,560,000	\$1,620,000
ST-1	WS 1 Reservoir Improvements	\$9,900,000	\$9,900,000	\$0	\$0
ST-2	WS 1 0.25-MG Tank Replacement	\$2,500,000	\$2,500,000	\$0	\$0
ST-3	WS 3 1.25-MG Reservoir Replacement	\$4,870,000	\$0	\$4,870,000	\$0
ST-4	WS 3 0.25-MG Tank Replacement	\$970,000	\$0	\$0	\$970,000
ST-5	WS 5 Tank - Altitude Valve Addition	\$120,000	\$0	\$120,000	\$0
ST-6	WS 6 Internal Coating	\$400,000	\$400,000	\$0	\$0
ST-7	WS 5, 6, & 7 Tanks Seismic Improvements	\$1,100,000	\$1,100,000	\$0	\$0
ST-8	WS 5 Reservoir Replacement	\$20,570,000	\$0	\$20,570,000	\$0
ST-9	Study for Additional Heights High Tanks	\$20,000	\$0	\$0	\$20,000
ST-10	Water Station 5 Tower Internal Coating	\$630,000	\$0	\$0	\$630,000
Pumping		\$10,250,000	\$2,930,000	\$7,310,000	\$10,000
BP-1	WS 1 Tower BPS Replacement	\$2,930,000	\$2,930,000	\$0	\$0
BP-2	WS 3 BPS - Replace with Reservoir	\$5,420,000	\$0	\$5,420,000	\$0
BP-3	WS 5 BPS - Adding Back-up Power	\$440,000	\$0	\$440,000	\$0

2022 Amendment to the 2016 Water System Plan

Table 8.4 Capital Improvement Plan					
BP-4	45th Street BPS - Replace for Pump Redundancy and Fire	\$1,450,000	\$0	\$1,450,000	\$0
Piping		\$57,920,000	\$21,990,000	\$12,540,000	\$23,390,000
P-1	Pipe Improvement Program	\$36,020,000	\$16,240,000	\$8,490,000	\$11,290,000
P-2	Pipe Repair Program	\$21,900,000	\$5,750,000	\$4,050,000	\$12,100,000
CIP Total		\$340,710,000	\$73,010,000	\$51,910,000	\$215,790,000

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8.6.2 (Replace Entirely)

NW Packing disconnected from the city water supply and transferred to the Port of Vancouver water system when the WSP was going through the approval process in late 2015. Although this reduced overall annual demands, their peak demands occur from late-September to mid-November, which is an off-peak time for demand on the Vancouver water system. Given that NW Packing's highest demands were during off-peak water demand periods, their demands were not driving capital project needs. The demand reductions have not changed any planned CIP projects.

9.3.3.3 Rates Model (New Section)

The city engaged with FCSG from 2019 to 2021 to complete a rate model update and analysis. The consultant performed a cost of service analysis including operational, maintenance, and capital costs for the next 20 years. The consultant then reviewed projected revenues by customer class to determine the revenue needs for the next 20 years. When it made financial sense, bonds were assumed to supplement rates for very expensive capital projects in future years (for example the Operations Center Redevelopment project and PFAS Treatment projects). The City is also pursuing increasing the System Development Charges in order to ensure the development community is paying their fair share of the capital costs. The updated rate model shows that with yearly incremental rate increases and smart use of debt, the City's water utility will have adequate funding to cover operational, maintenance, and capital costs for the next 20 years while providing generational equity between current and future rate payers. Necessary fee, bonding, and rate increases are presented to city council for consideration and council action. The city council has been supportive of the water utility as evidenced by 10 consecutive years of annual rate increases (the majority of rate increases have been 5% per year).

9.3.3.4 Finance Issue Papers (New Section)

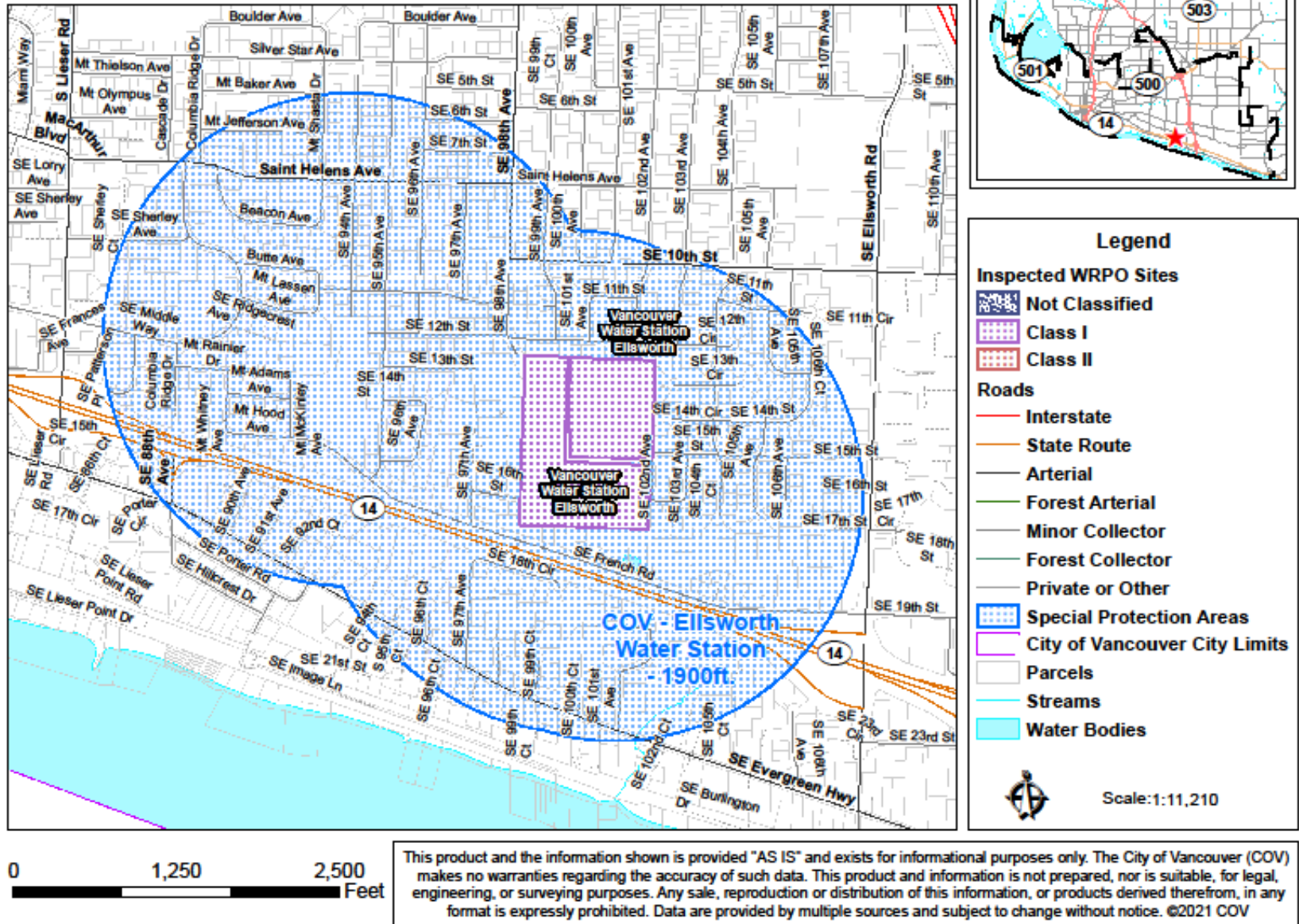
In addition to the rate model, FCSG also worked with the city and developed issue papers specific to the following topics:

- Outside City Rate Multiplier
- System Development Charges
- COVID-19 impacts/mitigations
- Credit card recovery fees
- Rate affordability/equity
- Utility Taxes
- Funding Long-Term Capital Needs
- Utility Rate Structure

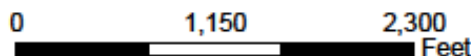
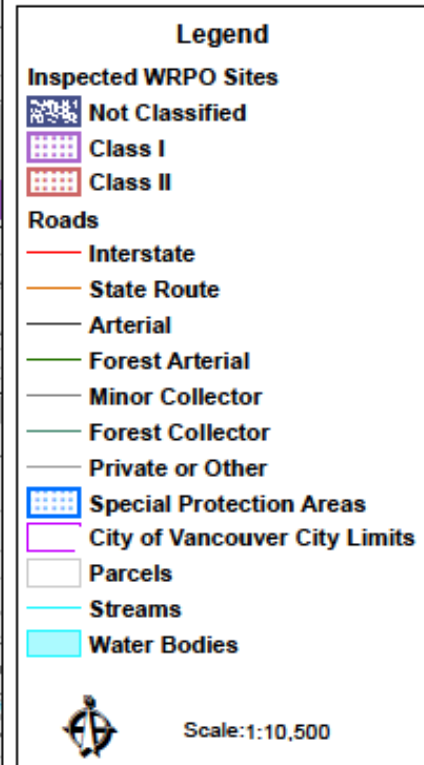
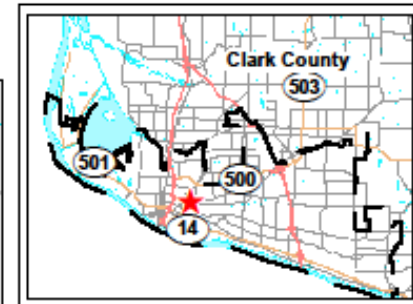
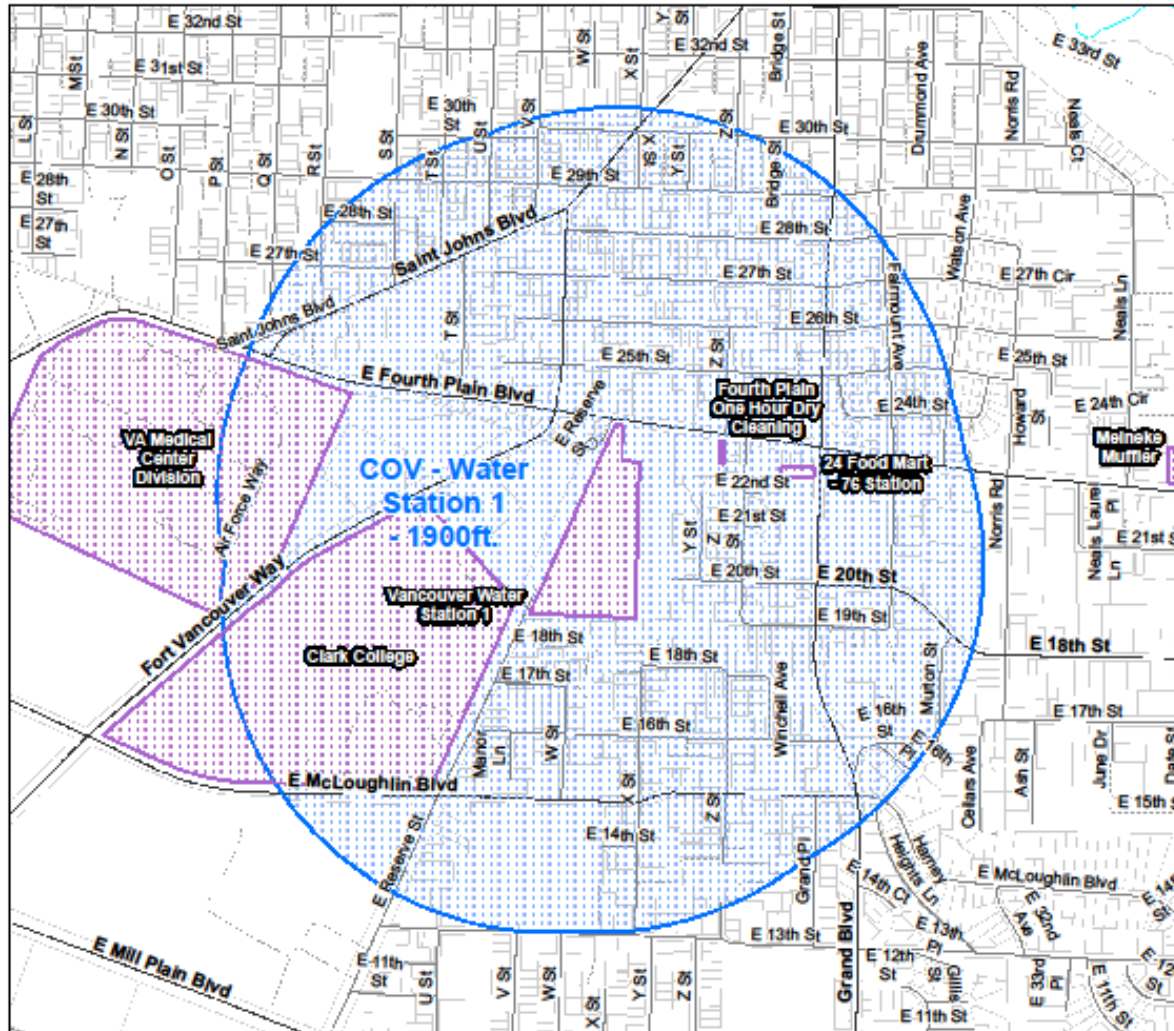
These Issue Papers are being used by the city to guide city council's decision making in order to ensure the water utility is funded adequately to support its operation and capital needs.

Appendix 5C – Water Station Facility Risk Map

Ellsworth Water Station

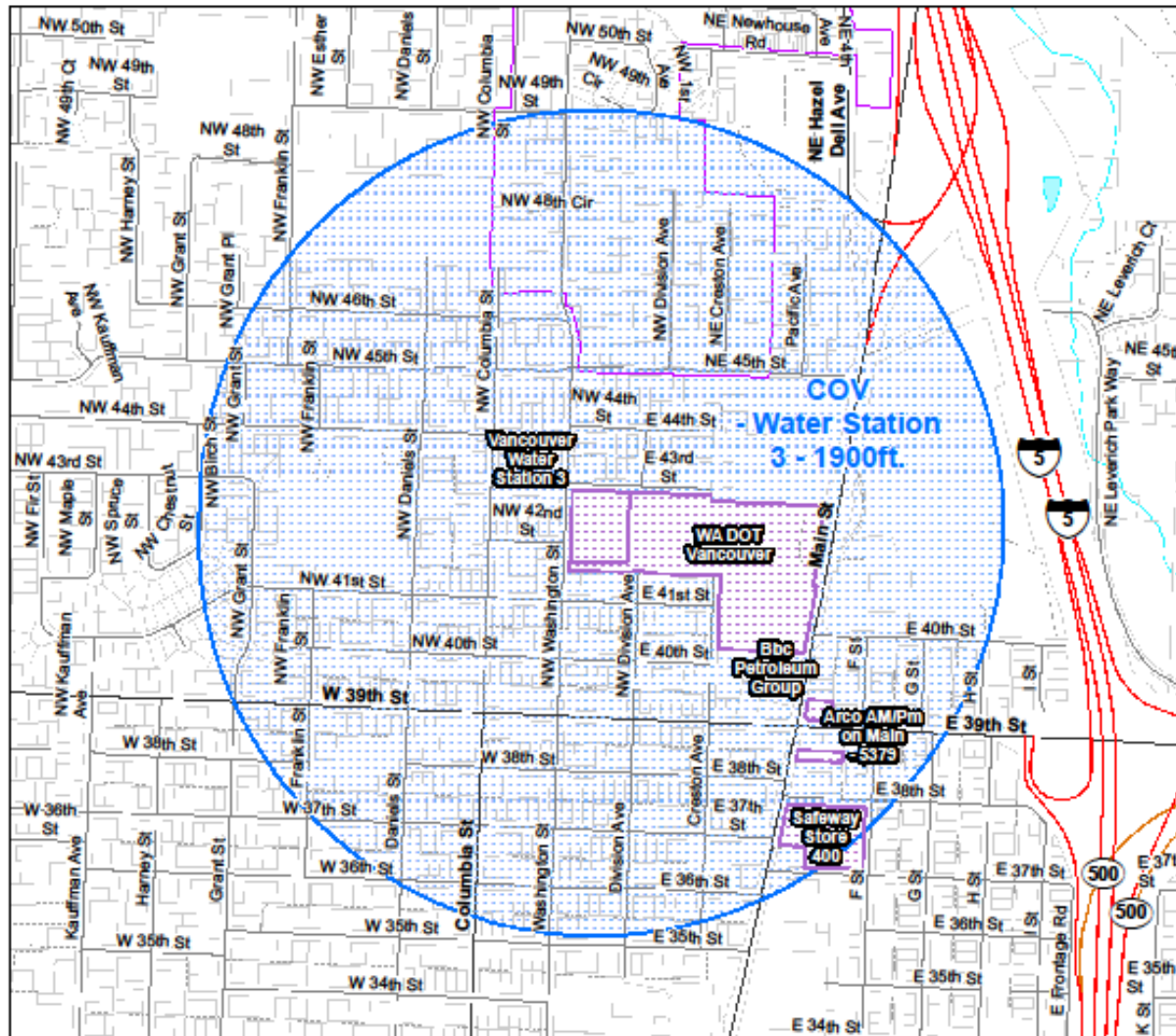


Water Station 1

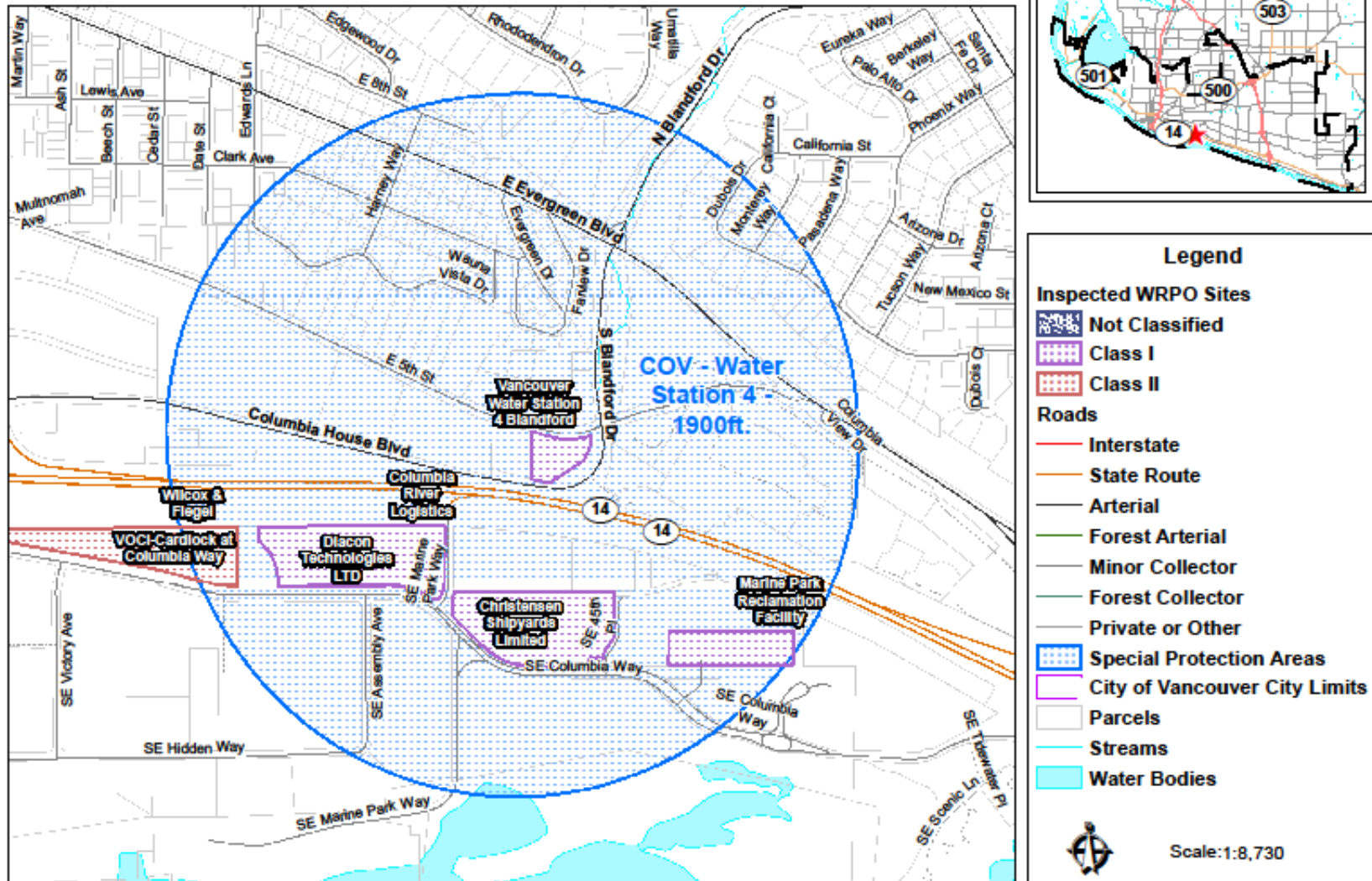


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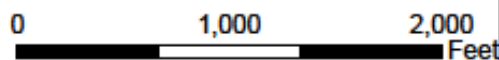
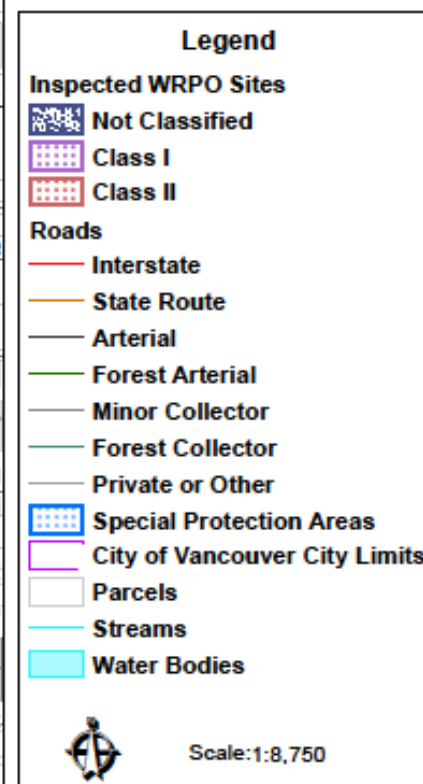
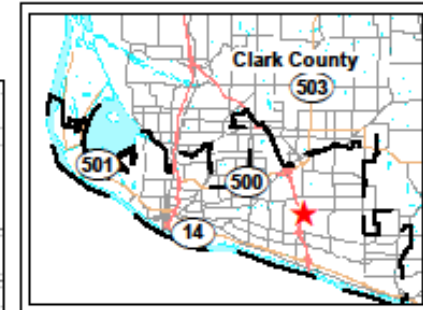
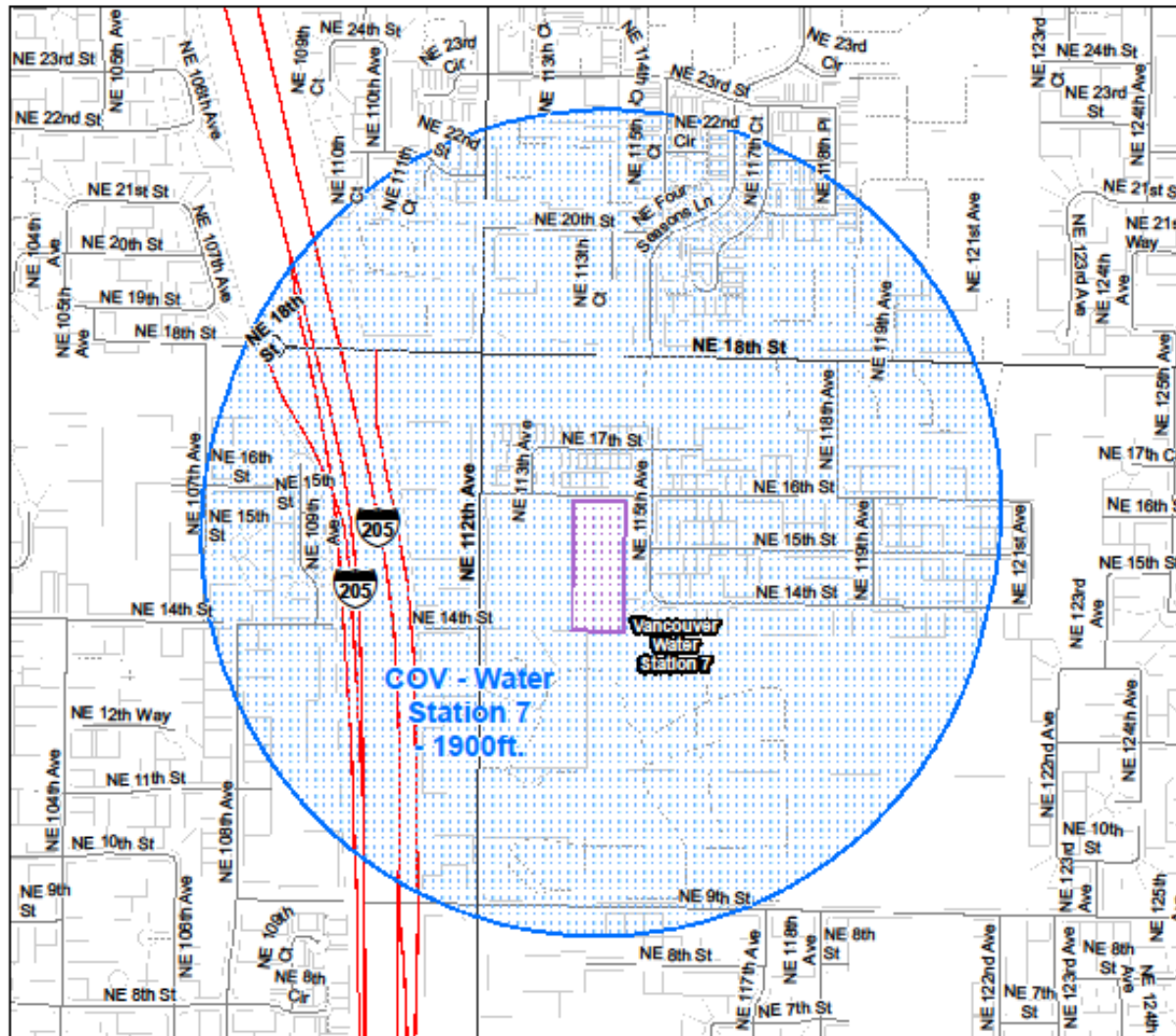
Water Station 3



Water Station 4

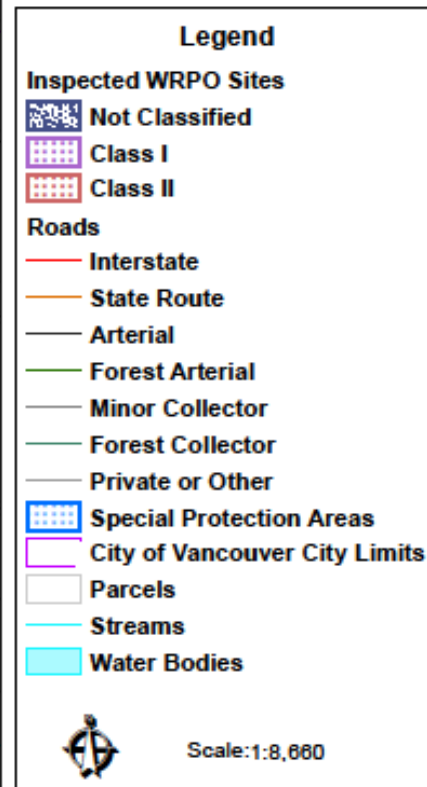
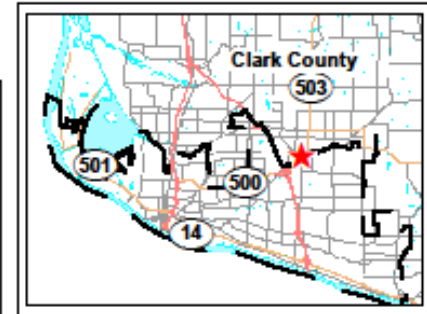
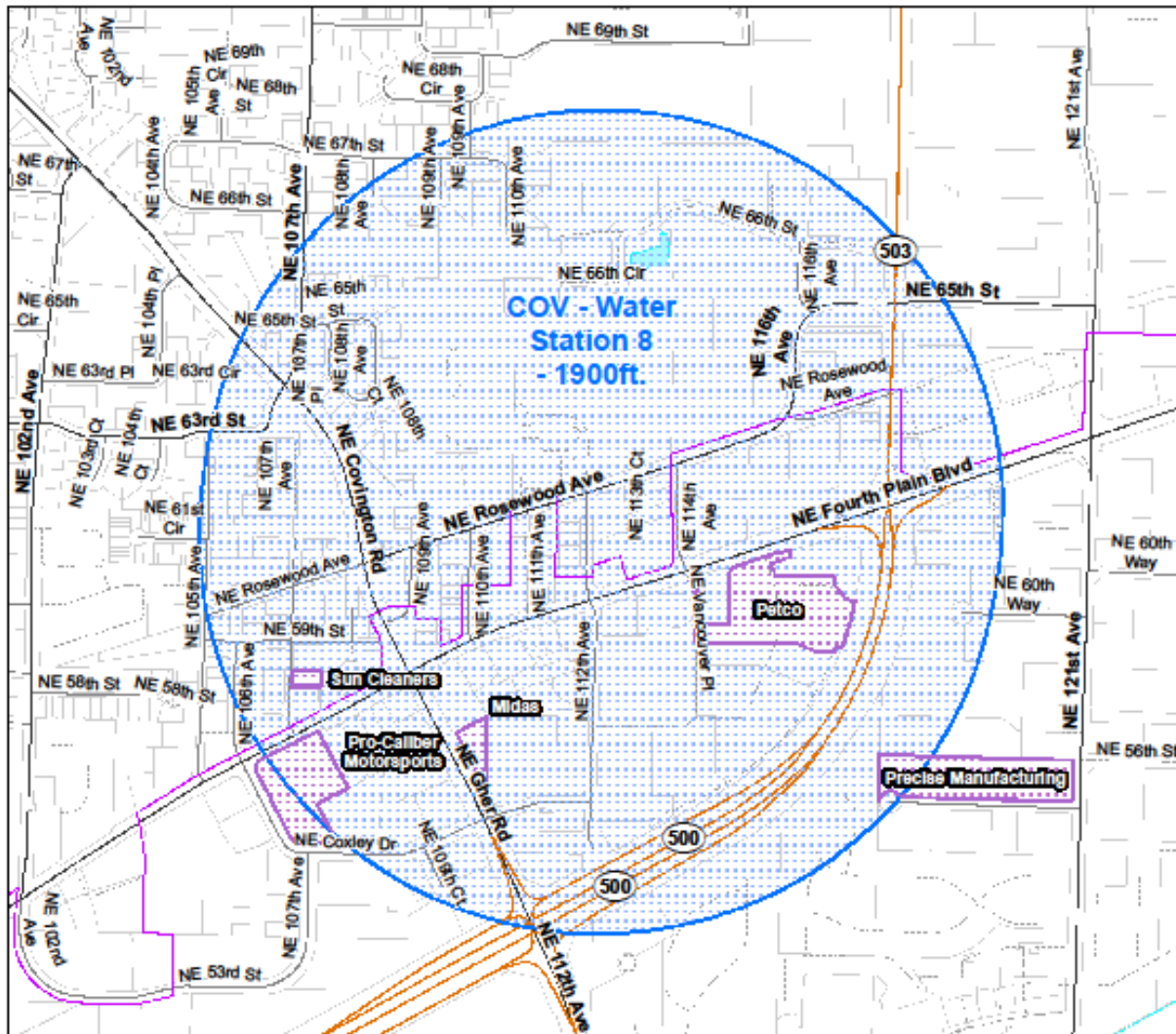


Water Station 7



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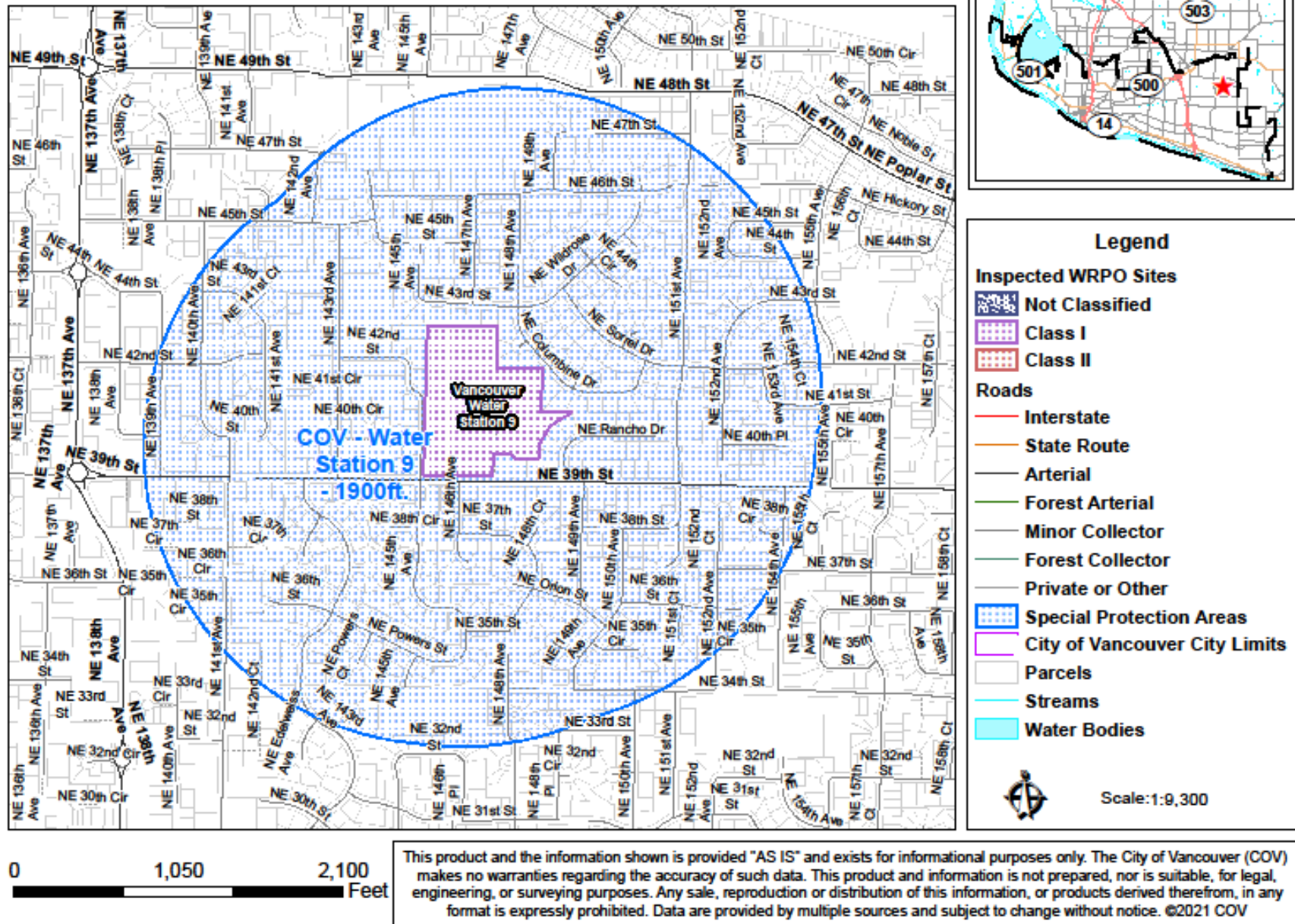
Water Station 8



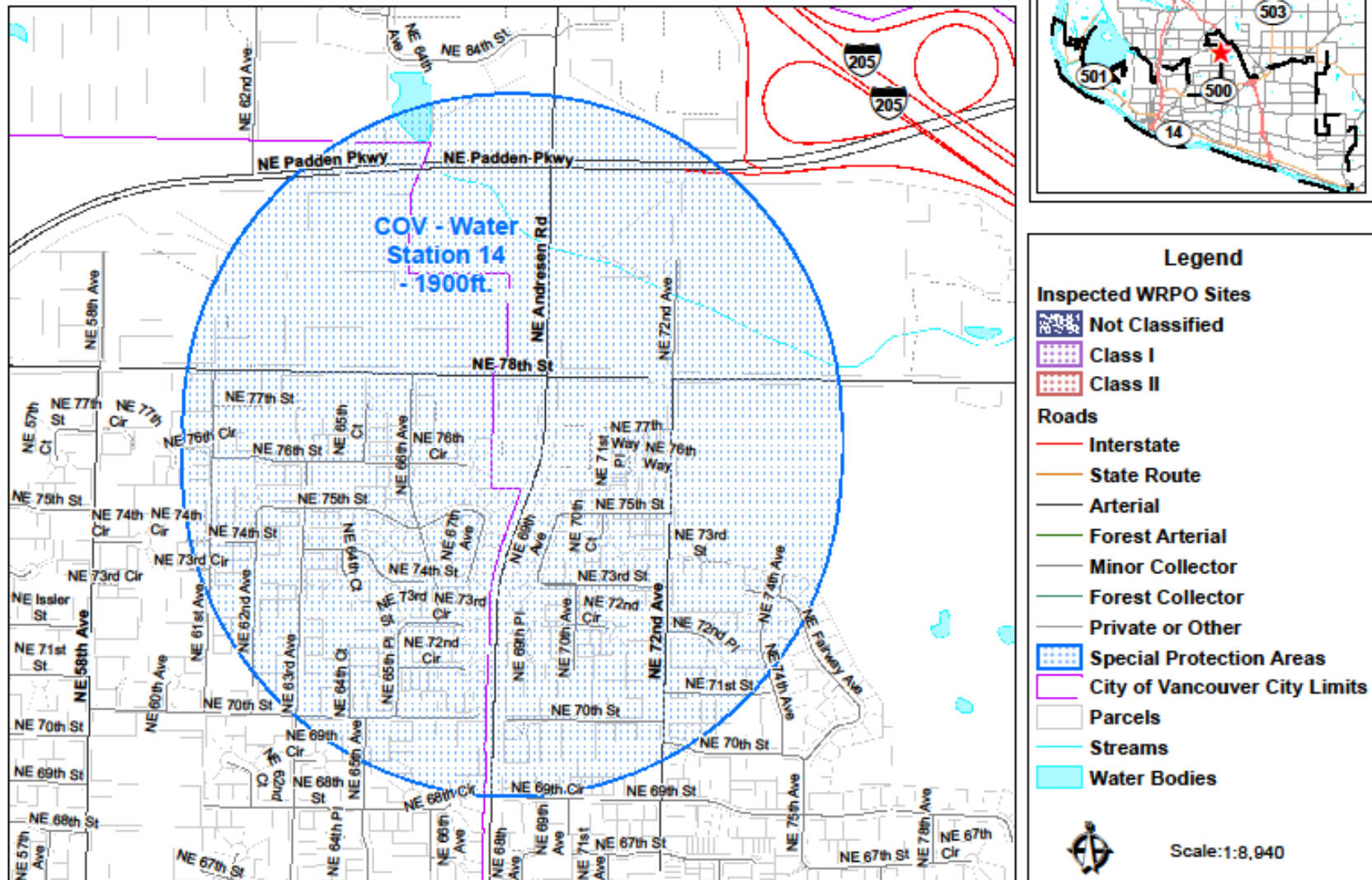
0 950 1,900
Feet

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Water Station 9

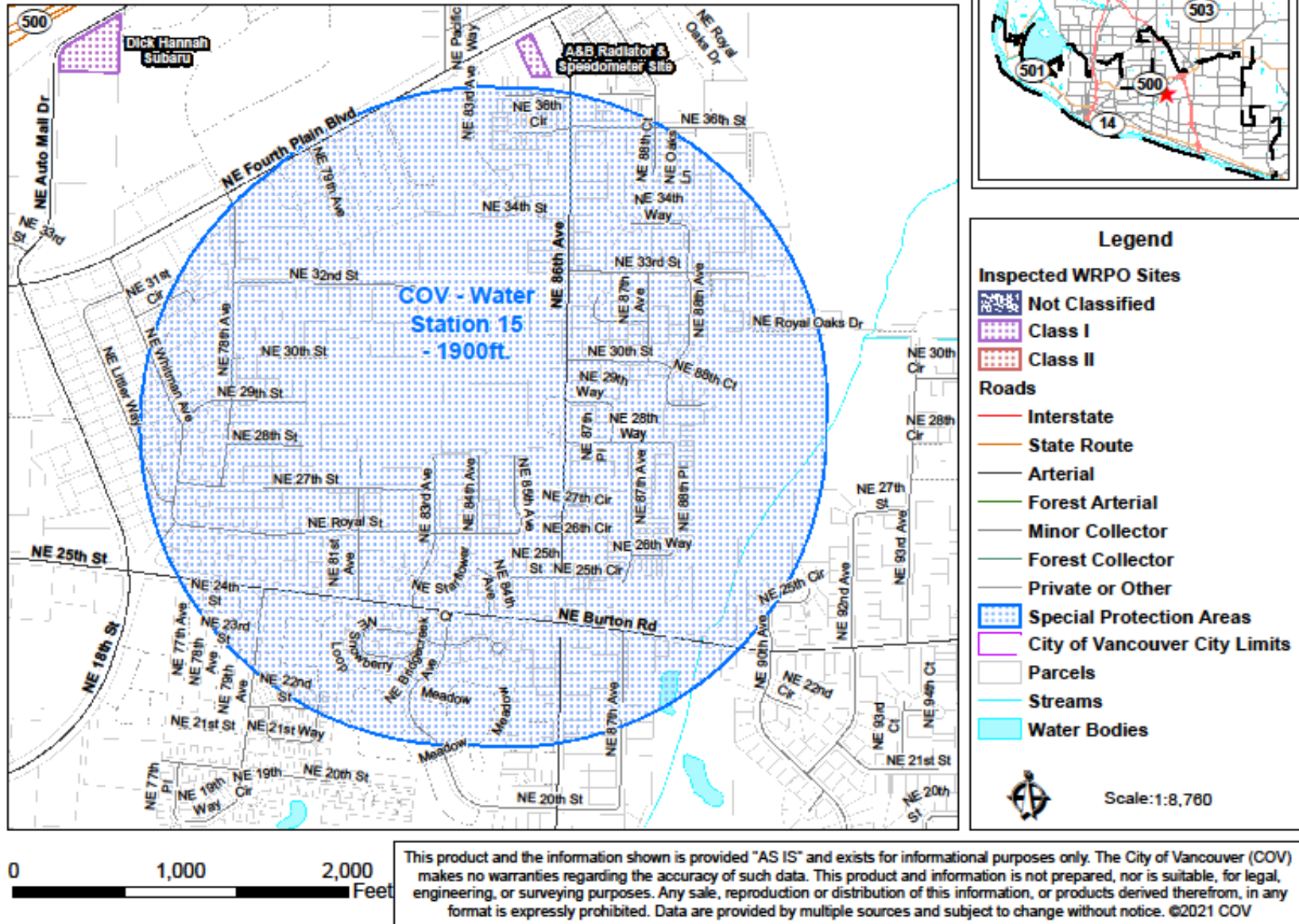


Water Station 14



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Water Station 15



Appendix 5D – Letters to Potential Groundwater Contamination Sources
and List of Sites Mailed Receiving Letters



RE: Owner-Operator NOTIFICATION - Municipal Wellhead Protection Areas

Dear Owner-Operator:

The City of Vancouver (City) has developed a wellhead protection program as required by state law. The City has managed this effort since 2003 to protect water resources throughout the region and, in particular, in close proximity to municipal drinking water sources. The Special Protection Areas (SPA) around municipal water wells within City limits are shown on the attached map.

The nature of your business and its location within the SPA could potentially lead to groundwater contamination if not managed properly. Technical assistance regarding best management practices to help prevent water resources contamination can be accessed by either email, citywaterprotection@cityofvancouver.us, or calling 360-487-7130.

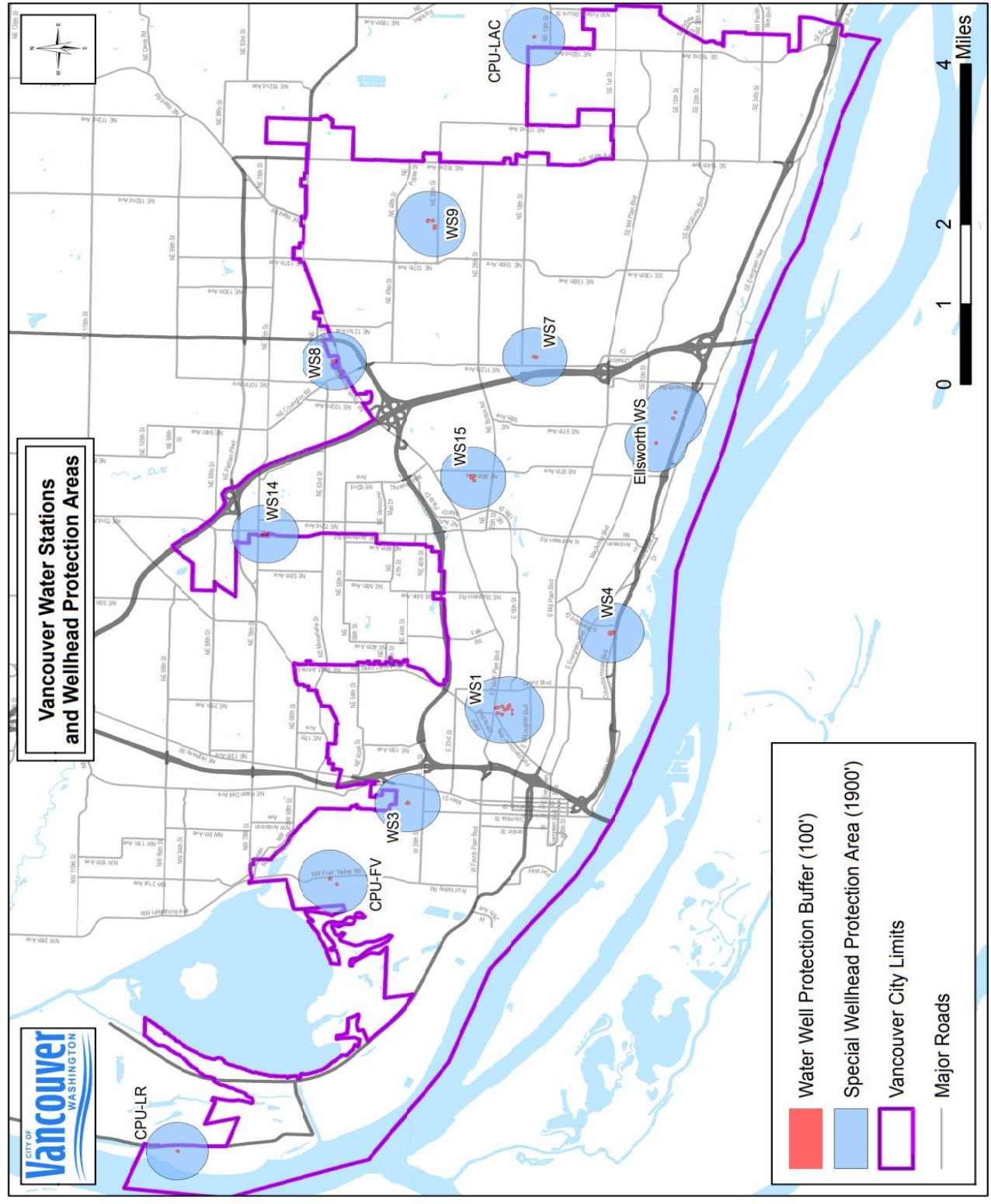
We realize that you are careful to protect the environment with your daily activities. We hope that this drinking water well protection notification results in more precautions to ensure drinking water quality. If you have any questions or comments on this matter, do not hesitate to contact me at patrick.craney@cityofvancouver.us.

Sincerely,

Patrick Craney, PE
Water Resources Engineer

Cc: Rebecca Kennedy, City of Vancouver, Development Review

2022 Amendment to the 2016 Water System Plan





RE: AGENCY NOTIFICATION - Municipal Wellhead Protection Areas

Dear Brian Schlottman, CCPH; Rian Sallee, Ecology; Rebecca Kennedy, Jason Nortz, Annette Griffy, COV:

We are writing to share that businesses or facilities your organization regulates are within municipal wellhead protection areas. The City of Vancouver and Clark PUD municipal wells are both covered under Vancouver Municipal Code (VMC) 14.26 Water Resources Protection. Please take all reasonable steps within your authority to ensure that land use activities within these areas do no contaminate drinking water sources.

The enclosed maps illustrate both the groundwater time-of-travel boundaries and the Special Protection Areas. The time-of-travel graphically shows the estimated time it would take a contaminate to reach the drinking water sources. Any groundwater contamination that occurs within these time-of-travel boundaries has potential to reach those drinking water sources.

The second map shows smaller Special Protection Areas (SPA) around those same sources. VMC 14.26.135 lists SPA restrictions for: Bulk Fuel Operations, Class II Facilities, Septic Systems, Heating Oil Tanks, Direct Infiltration Facilities and Underground Tanks for Hazardous Material Storage.

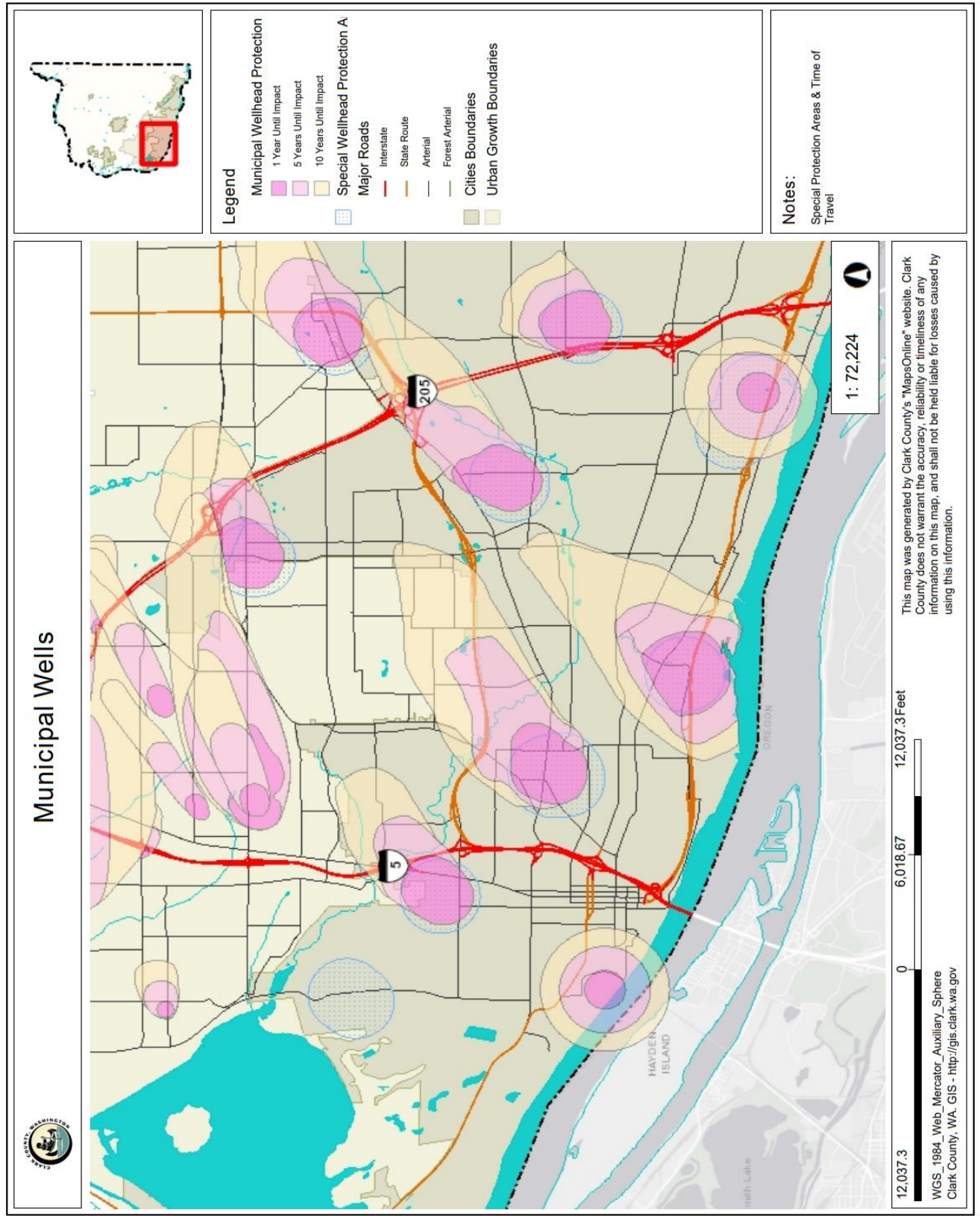
We appreciate your group advocating for drinking water protection. If you have any questions or comments on this matter, do not hesitate to contact me at patrick.craney@cityofvancouver.us.

Sincerely,

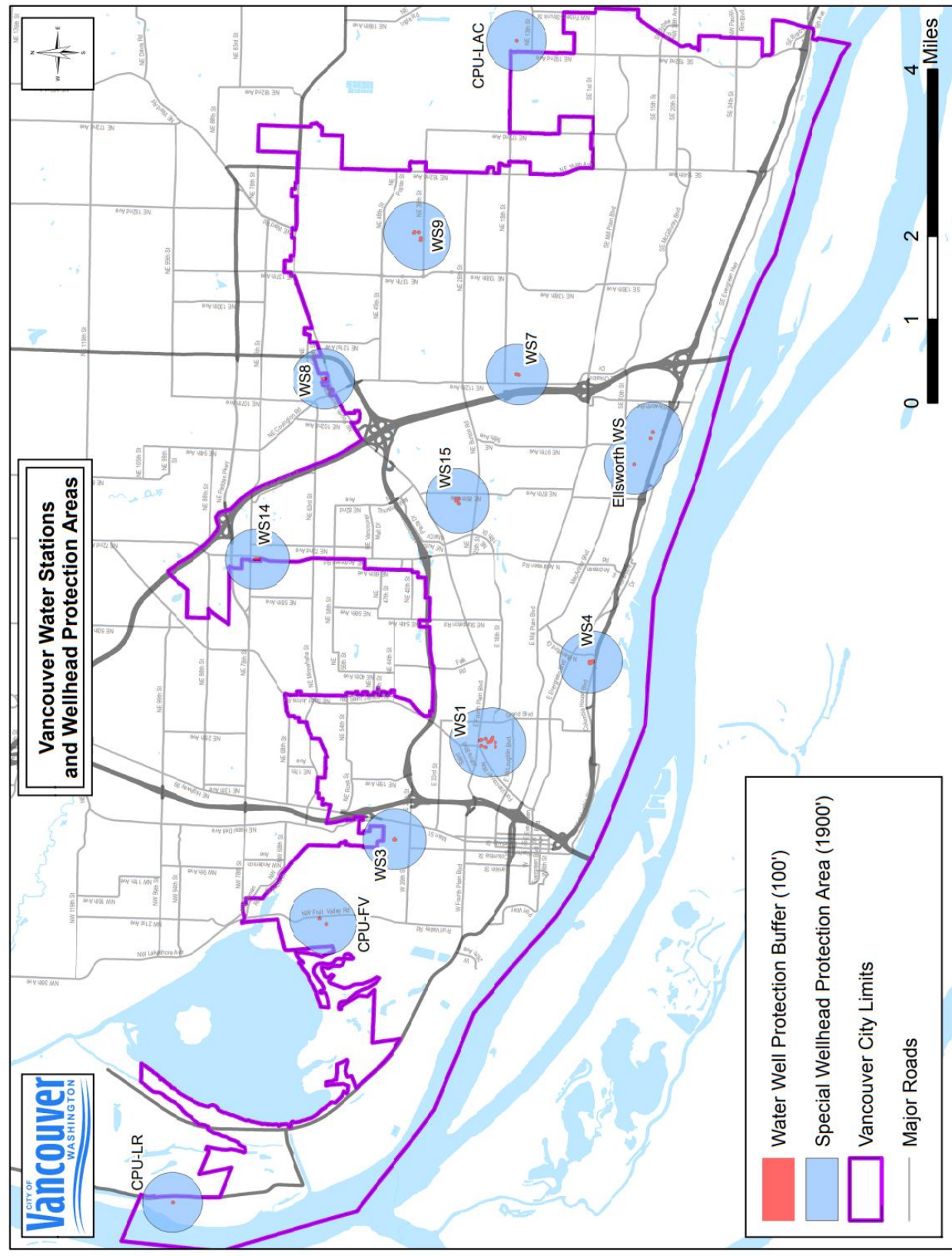
Patrick Craney, PE
Water Resources Engineer

Cc: Clark PUD, Water Manager

2022 Amendment to the 2016 Water System Plan



2022 Amendment to the 2016 Water System Plan



Potential Groundwater Contamination Sources Within Wellhead Protection Zones
Receiving Letters:

Name	Type	Address	Zip	Water Station
NuStar Energy - Fruit Valley Rd	Petroleum bulk stations	5420 NW Fruit Valley Road	98660	CPU Southlake
Frito-Lay	Dry cleaners	4808 NW Fruit Valley Rd.		CPU Southlake
Nalco Chemical Company	Steam Electric Power Generating	5210 NW Fruit Valley Rd		CPU Southlake
Pacific Die Casting Corp	General Automotive Repair	5712 NW Fruit Valley Rd		CPU Southlake
Pac Paper Inc.	General Automotive Repair	6416 NW Whitney Rd		CPU Southlake
Clark College	Machinery repair & maintenance	1933 Fort Vancouver Way		WS1
Fourth Plain One Hour Dry Cleaning	Professional, Scientific & Technical Service	2523 E Fourth Plain Blvd		WS1
24 Food Mart - 76 Station	General Automotive Repair	2721 E 4th Plain Blvd		WS1
VA Medical Center Division	Water supply or treatment	1601 E 4th Plain Blvd		WS1
Arco AM/Pm on Main - 5379	Manufacturing - Exposed to Stormwater	3817 Main St		WS3
Bbc Petroleum Group	Warehouse	3901 Main		WS3
WA DOT Vancouver	Manufacturing - Exposed to Stormwater	4200 Main St		WS3
Safeway Store 400	Retail Miscellaneous	3707 N Main St	98661	WS3
VOCI-Cardlock at Columbia Way	General Automotive Repair	3200 SE Columbia Way		WS4
Diacon Technologies LTD	General Automotive Repair	3800 SE Columbia Way, Suite 100		WS4
Columbia River Logistics	Fueling Station	3900 SE Columbia Way		WS4
Christensen Shipyards Limited	Manufacturing - Exposed to Stormwater	4400 SE. Columbia Way		WS4
Marine Park Reclamation Facility	Water supply or treatment	4650 SE Columbia Way		WS4
Wilcox & Flegel	Dry cleaners	3400 SE Columbia Way		WS4
Pro-Caliber Motorsports	Manufacturing - Exposed to Stormwater	10703 NE 4th Plain Blvd	98661	WS8
Precise Manufacturing	Steam Electric Power Generating	5600 NE 121st Ave		WS8
Midas	Fueling Station	5707 NE Gher Road		WS8
Sun Cleaners	Machinery repair & maintenance	10702 NE Fourth Plain Blvd		WS8
Petco	Retail Miscellaneous	11505 NE Fourth Plain Rd	98662	WS8

Appendix 6C – Cross Connection Control Program

14.04.155 Cross Connection Control Program.

A. Adoption of State Regulations. Rules and regulations of the Washington State Department of Health regarding public water supplies, entitled "Cross-Connection Control," WAC 246-290-490, as they presently exist and as they may, from time to time, be amended, are hereby adopted and incorporated herein by this reference as if set forth in full.

B. Adoption of City Cross Connection Control Procedures Manual. Rules and regulations for cross connection control shall be outlined in a written manual, approved by the director. This manual is hereby adopted and incorporated into the city code by reference, as it presently exists and as it may be periodically amended by the director at the director's discretion.

C. Backflow Prevention Assemblies to be Installed. The city reserves the right, as a condition of water service, to require any party seeking water service to install a backflow prevention assembly when the city, or the city's designee, determines a need to protect the city's water system and/or facilities. All backflow prevention assemblies shall be installed and maintained by, and at the expense of, the customer.

D. Pursuant to VMC 14.04.020, the director may promulgate administrative rules and procedures and set fees to have the customer's backflow prevention assembly device tested by a properly certified independent contractor. The fees for such service may be added to the customer's water utility bill. Such service shall be at the customer's option and shall not preclude the customer from making their own arrangements for testing in accordance with the manual adopted pursuant to subsection B of this section. (Ord. M-4359 § 1, 2021; Ord. M-4257 § 3, 2018; Ord. M-4022 § 8, 2012; Ord. M-3755 § 9, 2006)

Appendix 6F – Cross-Connection Control Procedures Manual

CITY OF VANCOUVER

Cross-Connection Control Procedures Manual

Program Administration, Requirements, and
Implementation

October 2021



This document contains the 10 minimum elements required under WAC 246-290-490 and provides the details

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- a. Plan Review
- b. Hydrant Meter Sets
- c. Hazard Assessment Surveys
 - i. Figure A: Survey Report Form
 - ii. Figure B: Survey Results Letter
- d. Backflow Software
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Appendix J – WAC 246-292-033 – Duties of a CCS

Appendix K – WAC 246-292-034 – Duties of a BAT

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- a. 1st Notice
- b. 2nd Notice
- c. 3rd Notice
- d. Final Non-Compliance Notice
- e. Water Use Questionnaire: Non-Residential
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- b. Flow Chart 2: New Commercial or Construction
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- a. Hazard Assessment – Indicates Hazard and Minimum Level of Backflow Protection
- b. Decommissioning/Removal of Backflow Assemblies

Chapter 1 – Introduction

PURPOSE AND SCOPE

This Cross-Connection Control Procedures Manual (Manual), used in conjunction with Vancouver Municipal Code (VMC) 14.04.155 and state regulations WAC 246-290-490, outlines the framework for implementing cross-connection control requirements at the City of Vancouver. To be acceptable to the Washington State Department of Health (DOH), a cross-connection control program must include 10 minimum program elements listed in WAC 246-290-490(3). How the City of Vancouver meets those elements are described in this Manual.

This Manual reflects years of implementation practices in protecting the City of Vancouver’s drinking water supply from cross-connections and backflow incidents using industry standards and good engineering practices. The Manual provides direction to staff on program implementation activities, describes policies and procedures, and summarizes current City, state, and federal requirements regarding cross-connection control. The Manual is structured such that it may be supplemented with updated documents and materials developed by Public Works Water Quality Division for its specific use. The authority to enforce these practices and policies is established in VMC 14.04.155, 14.04.140 and 14.04.110.

Cross-connection control is an integral part of the multiple-barrier approach to ensure safe drinking water. This multiple barrier concept includes providing protection to the City’s water supply through source protection programs like wellhead protection areas, providing treatment (disinfection), covered storage tanks, using good engineering design and practices, implementation of a cross-connection control program, compliance and surveillance water quality monitoring programs, having certified operators, and emergency planning. The mission of the City’s Water Department is to *provide clean, safe, reliable drinking water to every home, business, and industry in the Vancouver Water Service Boundary*. Implementation of the Manual results in protecting the City of Vancouver’s water system from contamination from the customer’s plumbing supply/system through proper installation of the appropriate/correct backflow prevention assembly and annual testing of these assemblies by a Washington State Department of Health (DOH) certified Backflow Assembly Tester (BAT).

DEFINITIONS

“Approved air gap (AG)” means a physical separation between the free-flowing end of a potable water supply pipeline and the overflow rim of an open or non-pressurized receiving vessel. This separation must be at least:

- Twice the diameter of the supply piping measured vertically from the overflow rim of the receiving vessel, and in no case be less than one inch, when unaffected by vertical surfaces (sidewalls); and
- Three times the diameter of the supply piping if the horizontal distance between the supply pipe and a vertical surface (sidewall) is less than or equal to three times the diameter of the supply pipe, or if the horizontal distance between the supply pipe and intersecting vertical surfaces (sidewalls) is less than or equal to four times the diameter of the supply pipe and in no case less than one and one-half inches.

“Approved atmospheric vacuum breaker (AVB)” means an AVB or make, model, and size that is approved by the DOH. AVBs that appear on the current approved backflow prevention assemblies list developed by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research or that are listed or approved by other nationally recognized testing agencies (such as IAPMO, ANSI, or UL) acceptable to the authority having jurisdiction are considered approved by the DOH.

"Approved backflow preventer" means an approved air gap, an approved backflow prevention assembly, or an approved AVB. The terms "approved backflow preventer," "approved air gap," or "approved backflow prevention assembly" refer only to those approved backflow preventers relied upon by the purveyor for the protection of the public water system. The requirements of WAC [246-290-490](#) do not apply to backflow preventers installed for other purposes.

“Approved backflow prevention assembly” means a reduced pressure principle backflow assembly (RPBA), a reduced pressure principle detector assembly (RPDA), a double check valve assembly (DCVA), a double check detector assembly (DCDA), a pressure vacuum breaker assembly (PVBA), or a spill resistant vacuum breaker assembly (SVBA) of make, model, and size that is approved by DOH. Assemblies that appear on the current approved backflow prevention assemblies list developed by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research or other entity acceptable to the DOH are considered approved by the DOH.

“Authority having jurisdiction” (formerly known as local administrative authority) means the local official, board, department, or agency authorized to administer and enforce the provisions of the Uniform Plumbing Code as adopted under chapter 19.27 RCW.

“AWWA” means the American Water Works Association.

“Backflow” means the undesirable reversal of flow of water or other substances through a cross-connection into the public water system or consumer’s potable water system. There are two types of backflow, backpressure and backsiphage.

“Backflow Assembly Tester (BAT)” means a person holding a valid BAT certificate issued under chapter 246-292 WAC.

"Backpressure" means a pressure (caused by a pump, elevated tank or piping, boiler, or other means) on the consumer's side of the service connection that is greater than the pressure provided by the public water system and which may cause backflow.

"Backsiphonage" means backflow due to a reduction in system pressure in the purveyor's distribution system and/or consumer's water system.

"Closed system" means any water system or portion of a water system in which water is transferred to a higher-pressure zone closed to the atmosphere, such as when no gravity storage is present.

"Combination fire protection system" means a fire sprinkler system that:

- Is supplied only by the purveyor's water,
- Does not have a fire department pumper connection, and
- Is constructed of approved potable water piping and materials that serve both the fire sprinkler system and the consumer's potable water system.

"Consumer" means any person receiving water from a public water system from either the meter, or the point where the service line connects with the distribution system if no meter is present. For purposes of cross-connection control, "consumer" means the owner or operator of a water system connected to a public water system through a service connection.

"Consumer's water system," as used in WAC [246-290-490](#), means any potable or industrial water system that begins at the point of delivery from the public water system and is located on the consumer's premises. The consumer's water system includes all auxiliary sources of supply, storage, treatment, and distribution facilities, piping, plumbing, and fixtures under the control of the consumer.

"Contaminant" means a substance present in drinking water that may adversely affect the health of the consumer or the aesthetic qualities of the water.

"Cross-Connection" means any actual or potential physical connection between a public water system or the consumer's water system and any source of non-potable liquid, solid, or gas that could contaminate the potable water supply by backflow.

"Cross-Connection Control Program" means the administrative and technical procedures the purveyor implements to protect the public water system from contamination via cross-connections as required in WAC 246-290-490.

"Cross-Connection Control Specialist" means a person holding a valid Cross-connection Control Specialist (CCS) certificate issued under chapter 246-292 WAC.

"Cross-Connection Control Summary Report" means the annual report (Annual Summary Report - ASR) that describes the status of the purveyor's cross-connection control program. This includes several forms that the City of Vancouver must complete and use to report CCC implementation activities, severe health hazard facilities protection, written CCC Program Plans (procedures and policies), and exceptions to mandatory premises isolation. The City of Vancouver must submit completed forms to Washington State DOH annually as well as upon request.

"Category of contaminant" means a communicable disease, chemical, or physical hazard. Communicable diseases and chemical hazards can cause illness and in some cases death and are high health hazards. Physical hazards such as gasoline, propane, hot water, and steam are examples of both low and high health hazards.

“Degree of hazard” means either a low cross-connection hazard or a high health cross-connection hazard.

“Flow-through fire protection system” means a fire sprinkler system that:

- Is supplied only by the purveyor's water,
- Does not have a fire department pumper connection,
- Is constructed of approved potable water piping and materials to which sprinkler heads are attached, and
- Terminates at a connection to a toilet or other plumbing fixture to prevent stagnant water.

“High health cross-connection hazard” means a cross-connection involving any substance that could impair the quality of potable water and create an actual public health hazard through injury, poisoning, or spread of disease. WAC 246-290-490 refers to these types of hazards as Table 9 hazards.

“In-premises protection” means a method of protecting the health of consumers served by the consumer's potable water system, located within the property lines of the consumer's premises by the installation of an approved air gap or backflow prevention assembly at the point of hazard, which is generally a plumbing fixture.

“Low cross-connection hazard” means a cross-connection that could impair the quality of potable water to a degree that does not create a hazard to the public health, but does adversely and unreasonably affect the aesthetic qualities of potable waters for domestic use.

“Premises isolation” means a method of protecting a public water system by installation of approved air gaps or approved backflow prevention assemblies at or near the service connection or alternative location acceptable to the purveyor in order to isolate the consumer's water system from the purveyor's distribution system.

“Purveyor” means an agency, subdivisions of the state, municipal corporation, firm, company, mutual or cooperative association, institution, partnership, or person or other entity owning or operating a public water system. Purveyor also means the authorized agents or these entities.

“Service connection” means a connection to a public water system designed to provide potable water to a single-family residence, or other residential or nonresidential population.

“Severe health cross-connection hazard” means a cross-connection which could impair the quality of potable water and create an immediate, severe public health hazard through poisoning or spread of disease by contaminants from radioactive material processing plants, nuclear reactors, or wastewater treatment plants.

“Stagnant water” refers to water that is not flowing (or running) and becomes stale or foul in terms of acceptable drinking water quality, becoming non-potable for human consumption.

“Unapproved auxiliary water supply” means a water supply (other than the purveyor's water supply) on or available to the consumer's premises that is either not approved for human consumption by the health agency

having jurisdiction or is not otherwise acceptable to the purveyor. Examples include wells, Ranney collector, and storage tank/vessel.

"Uniform Plumbing Code (UPC)" means the code adopted under RCW [19.27.031](#)(4) and implemented under chapter [51-56](#) WAC. This code establishes statewide minimum plumbing standards applicable within the property lines of the consumer's premises.

See Appendix A for a copy of DOH's publication which contains an extract of chapter 246-290 WAC, which covers minimum cross-connection control requirements as well as additional definitions.

CITY OF VANCOUVER, STATE, AND FEDERAL PROGRAM HISTORY

The requirement for the City of Vancouver to have a Cross-Connection Control Program (a.k.a. Program) is not something new. Washington State regulations administered by DOH, dating back to 1970; require the City of Vancouver's water system be protected from backflow and cross-connection contamination. Though the federal Safe Drinking Water Act (SDWA) passed by Congress in 1974 does not specifically address the topic of cross-connection control, it does state water purveyors are responsible for the water quality delivered to the customer's meter. The Environmental Protection Agency, which administers the SDWA, developed a series of nine "white papers" (2001) on distribution system issues of potentially significant public health concern. One of the papers is titled *Potential Contamination Due to Cross-Connections and Backflow and the Associated Health Risks*. Water industry experts expect future federal rule making will require water purveyors to develop and implement a cross-connection control program. The City of Vancouver is well positioned to meet any future federal requirements pertaining to having a Program given the years DOH has had state regulations requiring one. The City of Vancouver's Program was developed in the mid-1990s. The City of Vancouver has made great progress over the last few years in our efforts to develop and implement an effective Program. These efforts include updating the VMC, replacing Program software, having dedicated administrative support, and protecting against the most severe and high health risk premises (commonly referred to as Table 9 facilities).

Chapter 2 – Legal Authority to Establish a Program (Element 1)

The control or elimination of cross-connections is done according to the most current revisions of state and local rules and regulations. State regulations include:

- Chapters 51-56 and 51-57 WAC, Uniform Plumbing Code and Uniform Plumbing Code RCW 18.106, Washington State Plumbers Code
- RCW 19.27, Washington State Building Code
- RCW 43.20.050, Washington State Powers and Duties of the State Board of Health
- RCW 70.119A.060, Washington State Public Water Systems Mandate
- WAC 246-290-490, Cross-Connection Control for Public Water Systems (**Appendix B**)

Local rules and regulations include VMC chapter 14.04, which is the authority for the City of Vancouver to enforce the City of Vancouver’s Program (**Appendix E**). Section 14.04.110 (**Appendix C**), 14.04.140 (**Appendix D**), and 14.04.155, states cross-connections are prohibited and gives the City of Vancouver authority to discontinue water service until correction is made. Where cross-connections cannot be eliminated, they are controlled by installation of an approved backflow assembly preventer(s) which are appropriate to the degree of hazard it is protecting against. Where approved backflow assembly preventer(s) are required to be installed, the following schedule shall be used:

Type of Service	Schedule
New connections with cross-connection hazards	Before service is initiated
Existing connections with Table 9-type hazards and other high cross-connection hazards	Within 90 days after notification
Existing connections with other than Table 9 of WAC 246-290-490 or high-cross-connection hazards	Within 180 days after notification
Existing fire protection systems using chemicals or supplied by unapproved auxiliary water source	Within 90 days after notification
Existing fire protection systems not using chemicals and supplied by purveyor’s water	Within 1 year after notification

Non-compliance penalties are outlined in VMC 14.04.155. A customer has become non-compliant when 1) the backflow assembly test is not completed by the response due date of the 3rd notice, 2) the customer has not addressed the failed backflow test (submitted a passing backflow test by the end of the response due date of the 3rd notice), or 3) the customer has failed to install or upgrade their backflow prevention assembly via written notification from the Water Quality Division by the response due date.

A final 15-day notice will be mailed notifying the customer of non-compliance. If the passing backflow test report is not received by the response due date on the final notice, the City of Vancouver will use their contracted testing company to perform the backflow assembly test, at the expense of the customer, applied

onto the customer's water bill. For backflow assemblies that are not accessible, the City of Vancouver will terminate water service at the expense of the customer.

The City of Vancouver's Water Design and Construction Requirements Document (VWD) contains the requirements for civil engineering infrastructure as adopted by the Water Department. The VWD is comprised of both written text and standard details that specify how infrastructure is constructed. In addition to the VWD, there are also design and construction requirements for streets, driveways, sidewalks, curbs, street lighting, street trees, sewer, storm drainage, and solid waste. Section 2-1.13 of the VWD contains the requirements for cross-connection control associated with all new construction and remodels and can be found online at <https://www.cityofvancouver.us/publicworks/page/water-design-construction-requirements>.

Chapter 3 – Program Administration

ROLES AND RESPONSIBILITIES

The Water Operations and Engineering Group within the City of Vancouver's Public Works (Water) Department carries out the planning, design, and operational functions of the City of Vancouver's public water supply. The City of Vancouver Water Department is designated as the purveyor. The CCS in responsible charge position currently resides in the Water Quality Division and is designated as the Water Quality Coordinator. The water purveyor has developed and implements the City's cross-connection control program, which meets the requirements of WAC 246-290-490. The City administers a premises isolation program. The practice of premises isolation is used to protect against cross-connections on the customer's premises where actual or potential hazards exist. Under this philosophy, the customer's premises is separated from the City of Vancouver's water system by means of a backflow prevention assembly installed at or near the service connection, immediately downstream of the water meter.

All facilities are required to install backflow protection as close to the water meter or premises as possible, commensurate to the highest degree of hazard within the facility. Table 9, or high-hazard facilities, are required to install a RPBA for backflow protection for each metered connection. The type of backflow assembly installation will depend on the degree of hazard as defined in the Hazard Assessment Standard Operating Procedure. More information is described in Chapter 4.

The City of Vancouver's Building Department has the authority and jurisdiction for any issues within the consumer's water system, per VMC Chapter 17.08. This type of protection is often referred to as "in-premises" isolation. In-premises isolation protects the health of the consumers served by their water/plumbing system by the installation of an approved air gap or approved backflow prevention assembly at the point of hazard. The water customer is responsible for identifying and eliminating cross-connections or controlling them through the installation, regular testing, and maintenance of approved backflow prevention assemblies. The water customer

is responsible for providing the necessary information, scheduling, and providing access for inspection of cross-connection potential and the necessary control methods. The water customer is responsible for notifying the City of Vancouver's Cross-Connection Control Specialist (CCS) of any assembly the customer believes is no longer required. Finally, the water customer is responsible for all costs associated with the inspection, testing, repair, and replacement of backflow prevention assemblies. More information can be found in VMC 14.04.155.

The functions of the Program are primarily carried out by the City of Vancouver's Water Quality Division and include surveys, inspections, notifications, enforcement, and record keeping. The minimum City of Vancouver certification requirement for performing these functions is a Washington State DOH Cross-Connection Control Specialist (CCS) certification.

The City of Vancouver's Water Quality Technician (CCS certified) performs cross-connection control hazard assessment and surveys to prevent and eliminate cross-connections.

The Water Quality Division coordinates with Vancouver Fire Department, Clark County Health Department, Fire Marshall, and Clark County Building Department for cross-connection control issues. The Water Quality Division works closely with Building Inspectors, Construction Services, and Permit Departments regarding new properties; Building Inspectors, Construction Services, Permit Departments and Water Engineering on remodeled properties, capital improvement properties and projects; Washington State DOH, Office of Drinking Water on severe and high health hazard premises and backflow incidents; Clark County Public Health on backflow incidents; and contractors and BATs regarding backflow assemblies and testing.

A City certified BAT performs the inspection, repair, and annual testing of City owned backflow prevention assemblies. These services may be contracted out at the discretion of the City.

Duties of the Washington State certified BAT are outlined in WAC 246-292-034 (**Appendix K**). Duties of the Washington State certified CCS are outlined in WAC 246-292-033 (**Appendix J**).

Chapter 4 – Program Implementation

PROCEDURES AND SCHEDULE FOR HAZARD EVALUATIONS, ELIMINATING OR CONTROLLING CROSS-CONNECTIONS (ELEMENTS 2 AND 3)

Several guidance, policies, and procedures exist for determining the appropriate level of protection. The evaluation for the appropriate level of protection shall be in accordance with the most current editions of the following:

- *Cross-Connection Control Manual, Accepted Procedure and Practice* published by the Cross-Connection Control Committee of the Pacific Northwest Section of the American Water Works Association (AWWA)
- *Manual of Cross-Connection Control* published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California
- *Recommended Practice for Backflow Prevention and Cross-Connection Control*, AWWA M14, 4th edition
- *Group A Design Standards*, Washington State Department of Health
- *Water Standard Details for the City of Vancouver (W-1 - W-26)*
- *Vancouver Municipal Code* Chapter 14.04 – Water and Sewer Use – Regulations and Charges

The City of Vancouver also enacted various policies to ensure the safety and quality of drinking water for all its customers. Many of these policies are referenced in the approved 2015 Comprehensive Water System Plan.

The City of Vancouver prioritizes its backflow prevention efforts based on acceptable risk (probability of occurrence), category of contaminant, degree of hazard, and the reliability of the backflow preventer. Guidelines have been established to assess the degree of hazard (**Appendix P**). The City of Vancouver developed an action plan identifying unprotected Table 9 hazards and notified these water customers of backflow prevention requirements. This work is ongoing.

For customers requesting **new** service connections, an initial evaluation of the premises' planned or future water service is done by the City of Vancouver's designated CCS during the plan review process. Initial hazard assessments or surveys are also performed at the discovery of a hazard or facility that the City was not aware of. Proper selection and installation of a backflow prevention assembly, as determined by the City of Vancouver's CCS, shall be a condition of allowing a new water service connection. The City of Vancouver's CCS inspects the initial installation. The applicant/contractor/customer is required to have the backflow assembly tested at the time of installation. Test reports must be received by the City of Vancouver Water Quality Division. If the initial test fails, it is the responsibility of the applicant/contractor/customer to immediately have the backflow assembly repaired and retested. The backflow assembly test report must be submitted to the City of Vancouver Water Quality Division within 10 days. All assemblies must be tested at least annually thereafter by a certified BAT, as described in subsequent pages.

Approved backflow prevention assemblies are those which appear on DOH's *Approved Assemblies List*, developed by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research. This institute is currently the only one which the DOH recognizes as having the authority to approve backflow prevention assemblies. The backflow prevention assemblies include:

1. Reduced Pressure Principle Backflow Assembly (RPBA)
2. Double Check Valve Assembly (DCVA)
3. Pressure Vacuum Breaker Assembly (PVBA)
4. Spill-Resistant Vacuum Breakers (SVBA)

All backflow assemblies shall operate as designed and approved by the approval agency having jurisdiction. Assemblies not meeting design standards shall be considered unapproved and will require repair or replacement.

The City of Vancouver's CCS typically becomes aware of possible cross-connections requiring a hazard evaluation on **existing** service connections through the course of doing City of Vancouver business. Periodic hazard reevaluations are done by the City of Vancouver's CCS in response to 1) remodels, 2) notification by City of Vancouver inspectors, fire department personnel, or other staff regarding water quality complaints or concerns, 3) a failed annual test or inspection on services with a RPBA installed for premises isolation, or 4) every 2 years on commercial services with DCVA installed for premises isolation, 5) change in use or ownership, or 6) at the discretion of the City. An emphasis is placed on severe and high health premises (Table 9) followed by low hazard premises. The City of Vancouver notifies the customer of the outcome of the hazard evaluation by letter and in some cases by email. Timelines for corrections are based on the degree of hazard and are generally completed within 30 days. Larger and more complex premises can require additional time (six months or longer) due to securing adequate funding to complete the installation(s). The assemblies must also be on DOH's *Approved Assemblies List*, be installed in the correct orientation and tested by a Washington State certified BAT.

Unless otherwise approved by the City of Vancouver's CCS, installation of the appropriate type of backflow prevention assembly or air gap system for premises isolation is required at the meter (e.g., premises isolation). Any deviation from this must be pre-approved by the City of Vancouver's CCS. Below is a summary of requirements based on the evaluation of acceptable risk, degree of hazard, and the reliability of the backflow preventer:

Commercial

Any building or facility used for any purpose other than dwelling. The degree of hazard for these types of services will vary depending on the hazards present. A high health cross-connection hazard requires an approved premises isolation backflow prevention assembly of a RPBA, RPDA or approved AG (see Table 9 in WAC 246-290-490). A low health cross-connection hazard requires an approved premises isolation backflow prevention assembly of a DCVA. All commercial facilities are required to have an approved backflow prevention assembly located as close to the water meter as possible. All new commercial developments that do not

specifically identify as a low health cross-connection hazard during the plan review process will be treated as a high health hazard.

Industrial

Any customer that has a discharge flow of 10,000 gallons of processed wastewater or more per average workday; or has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) in excess of 200 milligrams per liter per average workday; or is found by the city, State Department of Ecology or U.S. Environmental Protection Agency to have potential for a significant impact on the wastewater treatment system. The degree of hazard for these types of services will vary depending on the hazards present. A high health cross-connection hazard requires an approved premises isolation backflow prevention assembly of a RPBA, RPDA or approved AG (see Table 9 in WAC 246-290-490). A low health cross-connection hazard requires an approved premises isolation backflow prevention assembly of a DCVA. All industrial facilities are required to have an approved backflow prevention assembly located as close to the water meter as possible.

Institutional

Colleges, schools, religious institutions, and emergency services facilities that are located within Low-Density Residential Districts. The degree of hazard for these types of services will vary depending on the hazards present. A high health cross-connection hazard requires an approved premises isolation backflow prevention assembly of a RPBA, RPDA or approved AG (see Table 9 in WAC 246-290-490). A low health cross-connection hazard requires an approved premises isolation backflow prevention assembly of a DCVA. All institutional facilities are required to have an approved backflow prevention assembly located as close to the water meter as possible.

Multi-Family Dwelling

A building or portion thereof designed or used as a residence by two or more families and containing two or more dwelling units. The degree of hazard for these types of services will vary depending on the hazards present. The degree of hazard for this type of service is a low health cross-connection hazard requiring an approved premises isolation backflow prevention assembly of a DCVA. However, premises isolation with a RPBA is required if high health hazards exists.

Commercial Fire Service

Protection against fire hazards in non-residential facilities. The degree of hazard for this type of service may be high or low, depending on the type of system installed. Fire suppression systems require a DCDA where low health hazards are present. Fire suppression system using chemicals requires an RPDA where high health hazards are present. If there is unapproved auxiliary water on the premises, a RPDA will be required for premises protection for fire suppression systems. For DCVAs and DCDAs, the approved backflow prevention assembly shall be located in a vault on private property as close to the public right of way line as possible.

Residential Fire Service

Protection against fire hazards in residential occupancies. The degree of hazard for this type of service may be high or low, depending on the type of system installed. Backflow protection is not required for residential flow

through systems; However, if the flow-through system contains stagnant water, the fire sprinkler system will need to have the appropriate level of backflow protection installed (DCVA, RPBA or AG). Flow-through systems must terminate at a toilet located at the furthest distance from the point of connection to the building, on each story of the residence.

Backflow protection is required on combination fire protection systems. However, dry fire suppression systems require a DCDA while a fire suppression system using chemicals requires a RPDA. If there is any unapproved auxiliary water on the premises, a RPDA will be required for premises protection.

Single-Family Dwelling

A building designed or used for residential purposes by not more than one family and containing one dwelling unit only, including mobile homes when not located in a mobile home park and including condominium units subject to fee simple ownership, and excluding multiple-family dwellings, apartments, and motels. The degree of hazard for this type of service is generally low and typically only requires backflow when an irrigation system is present. However, premises isolation with a RPBA is required if high health hazards exists.

Irrigation Only Service

A water meter used exclusively for irrigation of landscaped areas. The degree of hazard for this type of service is generally low. An approved DCVA is the minimum level of backflow protection required as long as no chemicals are involved or unapproved auxiliary water is present on the premises, otherwise an RPBA is required.

Reclaimed or Used Water

Municipal wastewater that has been treated to meet specific water quality criteria with the intent of being used for a range of purposes. The City of Vancouver prohibits, by ordinance VMC 14.04.155, the intentional return of used water (e.g. for heating or cooling) into the water distribution system.

Unapproved Auxiliary Water

The degree of hazard for this type of service is generally a high health cross-connection hazard. The City of Vancouver requires RPBA premises protection for new and existing connections, regardless if an interconnection exists. Unapproved auxiliary water includes fire sprinkler systems with a connected tank, a well, and natural springs. Note: If customers choose to abandon their well, the customer must use a licensed well driller, per WAC 173-160. Capping the well or pulling the pump is not proper abandonment and will require approved RPBA protection at the water meter.

Temporary Water Connections, Hydrant Meters and Tanker Trucks

Use of water from a fire hydrant where an established service point or permanent water meter is not available. Hydrant meter applications apply to temporary water use from fire hydrants when permitted. Tanker trucks are inspected for air gaps per the City's Hydrant Meter Policy (Appendix M). The degree of hazard for temporary water service can vary depending on the assessed degree of hazard. Generally, the health hazard is considered a high health cross-connection hazard. The minimum level of backflow protection will vary depending on the hazard assessment. An Air Gap, RPBA, or DCVA may be required. As of January 1, 2021, Water Quality reviews

the hydrant meter set requests for hazards before setting the hydrant meter. Approved backflow prevention methods/assemblies are required. The approved backflow assembly must be tested at the time of hydrant meter set by the customer's contracted BAT. The City of Vancouver does not allow hydrant meters to be used for irrigation use. The City does not provide the approved backflow preventer for temporary water connections. Said preventers are required to be tested as outlined in Element 5.

Emergency Interties

Finished water can be delivered to another neighboring public water system during emergencies through a direct connection. Emergency interties include normally closed valves that require manual opening in order to flow water from one utility's system into another utility's system. Emergency interties are meant to flow in either direction. There is no requirement for backflow prevention at these interties. The City currently has inter-ties with Clark Public Utilities and the City of Camas. The valves are normally closed at these locations.

Wastewater Treatment Facilities

All structures, equipment, or processes required to collect, carry away, treat, reclaim, or dispose of domestic wastewater (water carrying human wastes, including kitchen, bath, and laundry wastes from residences, buildings, industrial establishments or other places, together with the groundwater infiltration or surface waters that may be present) together with the industrial waste that may be present. The degree of hazard for this type of service is a severe health cross-connection hazard. RPBA protection at all connections and in-premises AG to the facility are required. There are no exceptions granted for this type of facility.

Exceptions

As a rule, the City of Vancouver does not grant exceptions to mandatory premises isolation requirements. For multi-family dwelling connections, if a customer chooses to challenge the premises isolation requirements, the customer can request an exception in writing to the Water Quality Division. The City will perform a cross-connection control hazard assessment. Requests are not a guarantee of approval.

DESIGNATE AT LEAST ONE PERSON CERTIFIED AS A CCS (ELEMENT 4)

The City shall designate a Washington State Certified CCS to be in "responsible charge" for the City's Cross-Connection Control Program, as defined in WAC 246-292-050. This person currently resides in the Water Quality Division in the Public Works Department. This individual has the authority and responsibility to develop and implement the Program. Also, there are additional City of Vancouver water personnel who hold CCS certifications and at least one with a BAT certification.

PROCEDURES AND SCHEDULE FOR BACKFLOW PREVENTER INSTALLATION, INSPECTION, TESTING AND REPAIRS (ELEMENT 5)

There are over 18,000 backflow assemblies installed in the City of Vancouver's service area which require annual testing to comply with WAC 246-290-490. The due date for testing for residential customers is based on the zip code of the facility, as seen here:

Service Address Zip Code	Residential Customer Annual Test Due Date
98682	April 1 st
98684, 98607	May 1 st
98683	June 1 st
98664, 98662	July 1 st
98665, 98663, 98660, 98661	August 1 st

The due date for testing for commercial customers is based on the installation date of the assembly, not when the assembly was last tested. Test due dates will only be modified for commercial customers upon request. Notification of annual testing is sent out approximately 30 days prior to the due date. The Water Quality Division invested in new backflow management software in 2021 to maintain an inventory of all these assemblies and test history data. This database also generates custom reports (e.g., DOH ASR), annual testing notification letters, and repair letters to customers.

The testing frequency of backflow assemblies and approved air gaps (used in place of assemblies) are due:

- At Initial installation
- After the assembly is repaired or moved
- Immediately after a backflow incident occurs
- Annually as designated by the City of Vancouver
- As required by the CCS, if testing indicates repeated failures

Acceptable test procedures used are specified in the most recent edition of the *Manual of Cross-Connection Control*, published by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research, which is currently the 10th edition, and approved by DOH. There are no alternate test procedures allowed. Customers shall hire only Washington State certified BATs to perform their backflow assembly tests.

The testing notification to customers is done automatically through the City's backflow software based on the test due date of the backflow assembly. Customers are sent up to three notification letters (first notice – 30 days; second notice – 30 days, final notice – 30 days) informing them annual testing is due. Prior to the City initiating non-compliance procedures, a fourth notice will be sent giving the customer three options to respond to, as outlined in Element 1. Courtesy phone call will be made and where necessary, a site visit is made. This same notification process is used for dealing with installations and repairs. See Chapter 4 for additional information.

Notice Type	Due Date	Date Mailed	*Response Due Date	Status
1 st	1 st of the Month	30 days before Due Date	30 days after print date of 1 st notice	a) Test Report Received, no action required or b) No Test Report Received, 2 nd Notice generated
2 nd	- 30 days	Immediately after Response Due Date of 1 st Notice	30 days after print date of 2 nd notice	a) Test Report Received, no action required or b) No Test Report Received, 3 rd Notice generated
3 rd	- 30 days	Immediately after Response Due Date of 2 nd Notice	30 days after print date of 3 rd notice	a) Test Report Received, no action required or b) No Test Report Received, non-compliance letter is generated
**Non-Compliance	- 15 days	Immediately after Response Due Date of 3 rd Notice	15 days after print date of non-compliance notice	a) Customer can hire a tester, b) City's contracted tester will perform the test, or c) Water will be terminated

*Response Due Date refers to the date in which the backflow assembly test report is received by City.

**A final 15-day notice will be mailed notifying the customer of non-compliance. 1) If the passing backflow test report is not received by the response due date on the final notice, the City of Vancouver will use their contracted testing company to perform the backflow assembly test, at the expense of the customer, applied onto the customer's water bill. For backflow assemblies that are not accessible, the City of Vancouver will terminate water service at the expense of the customer. The majority of certified BAT's completed backflow assembly test reports are delivered to the City of Vancouver within 10 days from the date the test was performed. Test reports can be submitted electronically through the City of Vancouver e-mail (backflowtestreports@cityofvancouver.us), mail (PO Box 1995, Vancouver, WA 98668) or dropped off at Operations Center (4711 E Fourth Plain Blvd, Vancouver, WA 98661) or Utility Building (2323 General Anderson, Vancouver, WA 98661). The City of Vancouver will only accept test reports from Washington State certified BATs.

The City of Vancouver's notification letters provides a list of certified BATs available to perform testing. This list is generated by those testers that have requested to be on the list. There are a few criteria that the tester can be removed from the list, such as 1) fraudulent testing, 2) not submitting test reports in a timely manner (greater than 60 days after the test), 3) too many complaints received by customers, 3) if a tester wants to be removed

from the list, or 4) if there are other circumstances warranting removal of the tester from the list. Note: The City of Vancouver makes no representation regarding the abilities, performance, or quality of service of the testers listed below. Further, the City of Vancouver does not assume or accept any responsibilities for the actions or performance of such testers. This list is provided merely for the convenience of the water service customers. Customers are required to use their own judgment with respect to contracting with these or any other testers.

Updating of VMC 14.04.155 has strengthened the requirement of annual testing and the City of Vancouver's enforcement capabilities. No appeals process is necessary prior to turning off water service because customers are given adequate notification of testing requirements and staff is flexible in working out schedules with them.

BATs can use their own backflow assembly test report form, provided it includes the minimum test reporting elements in WAC 246-292-036 (**Appendix L**). Additional mandatory content on the test report form include detector meter readings. Water system pressure and associated water meter numbers and are encouraged to be included on the test report form. If the minimum test reporting elements are not provided, then the test report will be denied, and the City of Vancouver's CCS may require the re-testing of the assembly in his/her presence. Test results are to be emailed, mailed, or dropped off to the CCS within 10 business days and contain the signature and printed name of the BAT. The results are then hand entered into the City's backflow software database. When the field test report shows an assembly has failed its test, the City of Vancouver requires the customer to repair the assembly and return it to proper working condition in an amount of time to be determined on a case-by-case basis, depending on the hazard. Backflow Assembly Testing, Repairs and Duties of a BAT are outlined in WAC 246-292-034. To become more efficient, the City will mandate at a time as seen fit to require Washington State certified BATs to submit backflow test and inspection reports online. For testers that would like to use the City approved Field Inspection and Test Report Form, a copy will be available on the City's website.

Multiple backflow assembly test failures of an assembly will result in the property owner having the assembly repaired or replaced by a certified BAT (or other certified contractor, depending on the scope of work to be performed) with an assembly appropriate for the degree of hazard.

The City of Vancouver will notify and provide documentation to the Washington State DOH Office of Drinking Water when it suspects a test report is falsified for the Washington State DOH to follow-up on.

Retesting may be required, at the City of Vancouver's discretion, on backflow assemblies which have questionable test results or on assemblies which have test report information which has changed (e.g., the serial number, model number, location, or other information does not match information provided at the time of installation) and no prior notice was given.

Installation Standards:

Backflow assemblies must be installed in a location acceptable to the City of Vancouver. They must meet City of Vancouver Water Engineering standards (**Appendix F**). Backflow assemblies must be accessible, in good operating condition and testable. Exceptions to installation standards need to be submitted in writing to the Water Quality Division prior to approval.

DCVAs are for low health hazard uses only. DCVAs shall not be installed where 1) water spilled from the assembly during normal operation, testing and repair will be objectionable, 2) temperature in the downstream water system is greater than the assembly's maximum working water temperature, and 3) pressure in the downstream water system is greater than the assembly's maximum working water pressure. RPBA's shall extend the same conditions as well as may not be subject to toxic fumes or freezing conditions. RPBA's are for high health hazard uses only or other uses as specified by the Water Quality Division.

Note: As of January 17, 2019, Atmospheric Vacuum Breakers (AVB) are no longer considered an acceptable form of backflow protection. If subdivision plans were approved prior to this date, then AVBs can be installed. Detailed information is provided subsequently. For existing AVBs, if the AVB cracks, breaks, leaks or requires repairs, the AVB will need to be upgraded to an approved backflow assembly at that time. Customers that have eliminated the cross-connection control hazard may remove the backflow prevention protection upon notification to the City of Vancouver Water Quality Division. A City CCS will perform an inspection. Periodic re-inspections to assessed hazards posed by customers premises and subsequent corrective actions may be required, as outlined in Chapter 4. The guideline for properly decommissioning residential sprinkler irrigation systems is outlined in Appendix P.

QUALITY ASSURANCE PROGRAM (ELEMENT 6)

The City of Vancouver uses backflow management software to track both BAT certification and test kit accuracy verification and calibration information. Test results can't be entered into the system if either one of these has lapsed. Also, BATs are required to submit a copy of their current certification card and current test kit calibration information annually. The BAT certification information is checked against information provided from Washington Certification Services.

BATs are notified immediately if the test report contents are incomplete or incorrect. Correction generally occurs within a week.

The City of Vancouver requires BATs to submit current copies of their DOH certification (or renewal) and test kit verification of accuracy every January. Testers have until March 1st annually to report this information to the City of Vancouver before the City of Vancouver rejects the test report(s). The City of Vancouver requires the test report content to meet minimum Washington State requirements (**Appendix L**).

RESPONDING TO BACKFLOW INCIDENTS (ELEMENT 7)

In the event of a cross-connection incident, which contaminates the City of Vancouver's water supply, or occurs within the premises of a consumer served by the City of Vancouver, the City of Vancouver will notify DOH, Clark County Public Health Department, and the City's Water Superintendent as soon as possible after the incident, but no later than the end of the next business day. The City of Vancouver's response includes an onsite inspection by a City of Vancouver CCS to determine the extent of the backflow event. Depending on the nature of the event, samples may be taken, the water line flushed, or the water turned off to contain the contamination. If the incident occurs after hours, staff will contact DOH using their emergency after-hours phone number (1-877-481-4901). The City of Vancouver will document the details of the backflow incident using Washington State DOH's Backflow Incident Report Form (**Appendix H**). Additional supporting information such as photographs and sampling results (if taken) will be attached to the report. Generally, there is a follow-up meeting with DOH staff to discuss the incident and actions taken. Also, the City of Vancouver will include all backflow incident report(s) as a part of the ASR.

PUBLIC EDUCATION (Element 8)

The City of Vancouver's primary educational effort involves using the City of Vancouver's website to convey the importance of preventing cross-connections and maintaining backflow prevention assemblies through annual testing. The annual Consumer Confidence Report has also been used to share this information. The City of Vancouver utilizes pamphlets and fliers from AWWA, PNWS of AWWA, and Washington State DOH for customers at events and venues throughout the year, which is another avenue used to inform the public about the importance of preventing cross-connections and promoting water conservation and backflow prevention.

RECORD KEEPING AND REPORTING (Element 9)

Original records, such as project submittals, correspondence, plans, etc., are kept on file, either directly with the City of Vancouver's CCS, or if in conjunction with a larger project, on file with the City's Building and Permit Departments. Eventually these files are archived according to retention schedules set forth in chapter 40.14 RCW and chapter 246-290 WAC. Records are kept both in paper and electronic format. As mentioned previously, annual test results are emailed, or mailed, and results entered into the backflow management database. Notification and violation letters along with emails are records which are also kept. These records will form the basis of any enforcement action or legal defense by the City of Vancouver. The master list, inventory information, list of approved backflow prevention assemblies, and ASR records are available to DOH upon request.

DOH Annual Summary Report Reporting (ASR)

2001 was the first reporting year of ASR data to DOH. DOH efforts are focused on larger utilities reporting this information (greater than 1,000 connections) and compliance with Table 9, high-hazard, facilities.

Master List

The City's backflow management software database maintains a master list of service connections of severe, high, and low hazards for as long as the hazard exists. It is from this database the annual notification letters are generated and sent.

Inventory of Backflow Prevention Assemblies

The backflow management software database maintains the inventory of active and inactive assemblies including the exact assembly location, assembly description (type, manufacturer, model, size and serial number), and the assessed degree of hazard, the installation date, test and letter notification history, surveys and inspections of facilities (including assemblies), , repairs, test results, and the person performing the test/inspection. Approved air gaps installed in lieu of approved assemblies will include the same information as that of mechanical backflow prevention assemblies. As of January 17, 2019, the City of Vancouver does not allow atmospheric vacuum breakers (AVBs) for irrigation protection, therefore, there is no record keeping associated with AVBs.

Annual Test Report Results Retention

Washington State regulations require retention of all backflow assembly test results for five years. Hard copies are retained for only five years. Electronic copies of backflow test reports are being kept indefinitely because the City of Vancouver currently has the capacity to store these records.

SPECIAL REQUIREMENTS FOR RECLAIMED WATER (ELEMENT 10)

The degree of hazard for this type of service is a high health hazard. A RPBA will be required on the water service to properties which both potable and reclaimed water are present. Where potable water is being used for makeup water for reclaimed water uses, the potable water supply must be protected with an air gap system. The City of Vancouver does not allow any reclaimed water connections, per VMC 14.04.140.

ADDITIONAL INFORMATION

Standard operating procedures (SOPs) associated with cross-connection control are included in **Appendix I**. This includes conducting plan reviews, hydrant meter sets, and hazard assessment surveys, as well as outlining the procedures for using the backflow management software and responding to backflow incidents.

2022 Amendment to the 2016 Water System Plan

This document is periodically reviewed by the City of Vancouver Water Quality staff. This document is subject to change, as adopted by the City of Vancouver.

Approved by:

Jennifer Belknap Williamson

Date: 11/30/2021

Jennifer
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William
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CCC Procedures Manual
2021

Page 23 of 23

October

Appendix 10D – Notice of Public Hearing and Meeting Minutes

Priorities.

NOTE: Persons requiring an interpreter for the hearing impaired at a C-TRAN Board meeting should contact Debbie Jermann, C-TRAN's Executive Office Manager/Clerk of the Board, at 360-696-4494 or TTY 360-695-2760, 24 hours prior to the meeting so arrangements can be made.
March 24 - 673110

PUBLIC NOTICE

Per the requirements of Washington Administrative Code (WAC) 246-290-100, the City of Vancouver Water Utility will host a virtual open house to provide the opportunity for water system consumers to review and comment on an amendment to the City's Water System Plan. This amendment to the plan is mainly regulatory to extend the approval period of the plan from six years to ten years with minimal substantive changes to the plan. The open house will take place from 4:30 p.m. to 5:30 p.m., March 31, 2022, via Microsoft Teams. The 2016 Water System Plan, as well as the draft 2022 Water System Plan Amendment, are currently available to review on the city's website at www.cityofvancouver.us/water near the top of the page. A link to the Microsoft Teams virtual meeting can be found at the same link, along with the draft amendments.
March 24 - 672460

REQUEST FOR QUALIFICATIONS FOR TRANSPORTATION SERVICES, 1SB RFQ-2022

Community in Motion, a private non-profit organization in Southwest Washington is

+ Backflow and Cross-Connection Prevention	Our Comprehensive Water System Plan The City of Vancouver's Comprehensive Water System Plan evaluates the existing system and its ability to meet anticipated requirements for water source, quality, transmission, storage, and distribution over a 20-year planning period. Water system improvements have been identified to meet changes in regulatory impacts, and population growth, as well as infrastructure repair and replacement. The plan also identifies planning level costs of the improvement projects and provides a financial plan for funding the projects. Historically, the plan has been updated every six years. In 2021, the state Department of Health rule was amended to allow for updates every 10 years. The Water System Plan was approved by City Council and the Washington State Department of Health (WDOH) in 2016 for a period of six years and can be found at the following link. View the full Comprehensive Water System Plan here. Soon after plan approval, the state modified the rule to increase plan approval periods from six years to ten years. Water utility staff submitted a plan amendment to the Washington State Department of Health (WDOH) in late 2021 in order to receive a four year extension to the plan. Comments from WDOH regarding the amendment request have been received and minor revisions to the plan have been made. WDOH requested minor plan changes related to water right table modifications, wellhead protection updates and the addition of new capital projects. A virtual public meeting is scheduled from 4:30 to 5:30 p.m., Thursday, March 31, 2022, to allow public comments on the plan amendment. After approval of the amendment is received by WDOH, the amendment will be presented to City Council for their review and adoption. A more in-depth Comprehensive Water System Plan update will begin in 2024, with adoption anticipated for 2026. Comprehensive Water System Plan Amendment can be reviewed the clicking here. Virtual Public Meeting from 4:30 p.m. to 5:30 p.m., Thursday, March 31: Click here if you wish to attend or listen to the virtual public meeting, where city staff will be available to address comments regarding the plan amendment.
Water Station 1 Project & Master Plan	
+ Water Station 5 Improvement Projects	
Water Station 6 Improvement Project	
+ Water Conservation	
Water Pressure and Water Flows	
Information about Fluoridation	
+ Garbage & Recycling	
+ Severe Weather - Public Works Response	
+ Streets, Signals & Lights	
+ Trees & Urban Forestry	

2022 Amendment to the 2016 Water System Plan

[illegible]

**Appendix 10E – Government Constancy Review Checklists and
Statements**



October 14, 2021

Bryan Snodgrass
City of Vancouver
PO Box 1995
Vancouver, WA 98668

Subject: City of Vancouver Comprehensive Water System Plan

Mr. Snodgrass,

Below is a link to a copy of the City of Vancouver Comprehensive Water System Plan for your review of an amendment to extend the plan for an additional four years. Please scroll down to the bottom of the page to see two links to the plan.

<http://www.cityofvancouver.us/publicworks/page/engineering-requirements-system-plans>

Additionally, I have attached a Local Government Consistency Determination Form that is required by the State Department of Health. Following your review of the plan, please complete, sign and return the statement to me for inclusion in the Appendix as required for final plan amendment approval by the State Department of Health.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tyler Clary'. The signature is fluid and cursive, with a large loop at the end.

Tyler Clary
Water Engineering Program Manager
City of Vancouver



October 14, 2021

Michael Sallis
Clark County
PO Box 9810
Vancouver, WA 98666

Subject: City of Vancouver Comprehensive Water System Plan

Mr. Sallis,

Below is a link to a copy of the City of Vancouver Comprehensive Water System Plan for your review of an amendment to extend the plan for an additional four years. Please scroll down to the bottom of the page to see two links to the plan.

<http://www.cityofvancouver.us/publicworks/page/engineering-requirements-system-plans>

Additionally, I have attached a Local Government Consistency Determination Form that is required by the State Department of Health. Following your review of the plan, please complete, sign and return the statement to me for inclusion in the Appendix as required for final plan amendment approval by the State Department of Health.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tyler Clary".

Tyler Clary
Water Engineering Program Manager
City of Vancouver



Local Government Consistency Determination Form

Water System Name: City of Vancouver PWS ID: 91200L Plannir

Before the Department of Health (DOH) approves a planning or engineering submittal under Section 100 or Section 110, the local government must review the documentation the municipal water supplier provides to prove the submittal is consistent with **local comprehensive plans, land use plans and development regulations** (WAC 246-290-108). Submittals under Section 105 require a local consistency determination if the municipal water supplier requests a water right place-of-use expansion. The review must address the elements identified below as they relate to water service.

By signing this form, the local government reviewer confirms the document under review is consistent with applicable local plans and regulations. If the local government reviewer identifies an inconsistency, he or she should include the citation from the applicable comprehensive plan or development regulation and explain how to resolve the inconsistency, or confirm that the inconsistency is not applicable by marking N/A. See more instructions on reverse.

Local Government Consistency Statement	For use by water system	For use by local government
	Identify the page(s) in submittal	Yes or Not Applicable
a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the service area.	Sec. 1.5-1.7	Yes
b) The <u>growth projection</u> used to forecast water demand is consistent with the adopted city or county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	Sec. 2.1 & 2.4	Yes
c) For <u>cities and towns that provide water service</u> : All water service area policies of the city or town described in the plan conform to all relevant <u>utility service extension ordinances</u> .	Table 1.3	Yes
d) <u>Service area policies</u> for new service connections conform to the adopted local plans and adopted development regulations of all cities and counties with jurisdiction over the service area.	Table 1.3	Yes
e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable. This may include Coordinated Water System Plans, Regional Wastewater Plans, Reclaimed Water Plans, Groundwater Management Area Plans, and the Capital Facilities Element of local comprehensive plans.	Ch. 1,2,3,4,5,8	Yes

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

Signature

Bryan Snodgrass, Principal Planner, Community Development Department

11/2/2021

Date

Printed Name,
Title, & Jurisdiction

Consistency Review Guidance

For Use by Local Governments and Municipal Water Suppliers

This checklist may be used to meet the requirements of WAC 246-290-108. When using an alternative format, it must describe all of the elements; 1a), b), c), d), and e), when they apply.

For **water system plans (WSP)**, a consistency review is required for the service area and any additional areas where a municipal water supplier wants to expand its water right's place of use.

For **small water system management programs**, a consistency review is only required for areas where a municipal water supplier wants to expand its water right's place-of-use. If no water right place-of-use expansion is requested, a consistency review is not required.

For **engineering documents**, a consistency review is required for areas where a municipal water supplier wants to expand its water right's place-of-use (water system plan amendment is required). For noncommunity water systems, a consistency review is required when requesting a place-of-use expansion. All engineering documents must be submitted with a service area map (WAC 246-290- 110(4)(b)(ii)).

- A) Documenting Consistency:** The planning or engineering document must include the following when applicable.
- a) A copy of the adopted **land use/zoning** map corresponding to the service area. The uses provided in the WSP should be consistent with the adopted land use/zoning map. Include any other portions of comprehensive plans or development regulations that relate to water supply planning.
 - b) A copy of the **growth projections** that correspond to the service area. If the local population growth projections are not used, explain in detail why the chosen projections more accurately describe the expected growth rate. Explain how it is consistent with the adopted land use.
 - c) Include water service area policies and show that they are consistent with the **utility service extension ordinances** within the city or town boundaries. *This applies to cities and towns only.*
 - d) All **service area policies** for how new water service will be provided to new customers.
 - e) **Other relevant elements** the Department of Health determines are related to

2022 Amendment to the 2016 Water System Plan

water supply planning. See Local Government Consistency – Other Relevant Elements, Policy B.07, September 2009.

- B) Documenting an Inconsistency:** Please document the inconsistency, include the citation from the comprehensive plan or development regulation, and explain how to resolve the inconsistency.
- C) Documenting a Lack of Local Review for Consistency:** Where the local government with jurisdiction did not provide a consistency review, document efforts made and the amount of time provided to the local government for review. Please include: name of contact, date, and efforts made (letters, phone calls, and emails). To self-certify, please contact the DOH Planner.

The Department of Health is an equal opportunity agency. For persons with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TTY 1-800-833-6388).

February 2016

Page 2 of 2



Local Government Consistency Determination Form

Water System Name: City of Vancouver PWS ID:

91200L

Planning/Engineering Document Title: Comp. Water System Plan Plan Date:

Dec. 2015 Local

Government with Jurisdiction Conducting Review: City of Vancouver

Before the Department of Health (DOH) approves a planning or engineering submittal under Section 100 or Section 110, the local government must review the documentation the municipal water supplier provides to prove the submittal is consistent with **local comprehensive plans, land use plans and development regulations** (WAC 246-290-108). Submittals under Section 105 require a local consistency determination if the municipal water supplier requests a water right place-of-use expansion. The review must address the elements identified below as they relate to water service.

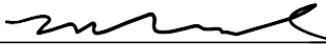
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	For use by water system	For use by local government
Local Government Consistency Statement	Identify the page(s) in submittal	Yes or Not Applicable
a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the service area.	Sec. 1.5-1.7	Yes
b) The <u>growth projection</u> used to forecast water demand is consistent with the adopted city or county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	Sec. 2.1 & 2.4	Yes
c) For <u>cities and towns that provide water service</u> : All water service area policies of the city or town described in the plan conform to all relevant <u>utility service extension ordinances</u> .	Table 1.3	Yes
d) <u>Service area policies</u> for new service connections conform to the adopted local plans and adopted development regulations of all cities and counties with jurisdiction over the service area.	Table 1.3	Yes

2022 Amendment to the 2016 Water System Plan

e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable. This may include Coordinated Water System Plans, Regional Wastewater Plans, Reclaimed Water Plans, Groundwater Management Area Plans, and the Capital Facilities Element of local comprehensive plans.	Ch. 1,2,3,4,5,8	Yes
---	--------------------	-----

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.



10/25/2021

Signature

Date

Michael Sallis, Planner III, Clark County Community
Planning

Jurisdiction

Printed Name, Title, &

Consistency Review Guidance

***For Use by Local Governments and Municipal Water
Suppliers***

This checklist may be used to meet the requirements of WAC 246-290-108. When using an alternative format, it must describe all of the elements; 1a), b), c), d), and e), when they apply.

For **water system plans (WSP)**, a consistency review is required for the service area and any additional areas where a municipal water supplier wants to expand its water right's place of use.

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A) Documenting Consistency: The planning or engineering document must include the following when applicable.

- a) A copy of the adopted **land use/zoning** map corresponding to the service area. The uses provided in the WSP should be consistent with the adopted land use/zoning map. Include any other portions of comprehensive plans or development regulations that relate to water supply planning.
- b) A copy of the **growth projections** that correspond to the service area. If the local population growth projections are not used, explain in detail why the chosen projections more accurately describe the expected growth rate. Explain how it is consistent with the adopted land use.
- c) Include water service area policies and show that they are consistent with the **utility service extension ordinances** within the city or town boundaries. *This applies to cities and towns only.*
- d) All **service area policies** for how new water service will be provided to new customers.
- e) **Other relevant elements** the Department of Health determines are related to water supply planning. See Local Government Consistency – Other Relevant

2022 Amendment to the 2016 Water System Plan

Elements, Policy B.07, September 2009.

- B) Documenting an Inconsistency:** Please document the inconsistency, include the citation from the comprehensive plan or development regulation, and explain how to resolve the inconsistency.
- C) Documenting a Lack of Local Review for Consistency:** Where the local government with jurisdiction did not provide a consistency review, document efforts made and the amount of time provided to the local government for review. Please include: name of contact, date, and efforts made (letters, phone calls, and emails). To self-certify, please contact the DOH Planner.

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February 2016

Page 2 of 2

9/12/2022

RESOLUTION NO. M-_____

A RESOLUTION of Concurrence related to the Washington State Department of Health water system plan, which mandates that municipal water suppliers submit a water system plan for review and approval by the Department of Health.

WHEREAS, Section 246-290-100 of the Washington Administrative Code (WAC) requires that, as a purveyor of a public water system, the City must have a water system plan that demonstrates the system's operational, technical, managerial, and financial capability to achieve and maintain compliance with relevant local, state, and federal plans and regulations.; and

WHEREAS, the water system plan must be updated every ten years and be approved by the elected governing body of the water system; and

WHEREAS, the current water system plan was approved by the City of Vancouver and the Washington State Department of Health in 2016, for a period of six years; and

WHEREAS, after the current water system plan was approved and adopted, WAC 246-290-100 was subsequently modified to allow water system plan approvals for a period of ten years; and

WHEREAS, WAC 246-290-100 requires plan amendment approval by the purveyor's governing body in order to obtain a four-year extension of the water system plan; and

WHEREAS, all planning requirements outlined in WAC 246-290-100 have been met; and

WHEREAS, approval of the plan amendment has been received from the Washington State Department of Health.

RESOLUTION - 1

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER

Section 1. The City of Vancouver concurs with the Washington State Department of Health's approval of the aforementioned Water System Plan Amendment, and hereby adopts the same.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 12th day of September, 2022.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2



Staff Report: 116-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Federal Aviation Administration Grant for Pearson Field

Key Points

- In 2022, the City of Vancouver will be developing a design for a project to rehabilitate the runway lighting system and associated electrical vault at Pearson Field Airport.
- The Federal Aviation Administration (FAA) is funding 90% of the estimated \$166,000 design effort. The grant offer requires a resolution indicating the City Council's authorization for the grant.

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

The City of Vancouver has received a grant from the Federal Aviation Administration (FAA) for the 2022 design of a project to rehabilitate the runway lighting system and associated electrical vault at Pearson Field Airport. Total cost of the design is estimated to be \$166,000. The FAA grant will pay for 90% and the City, through the Pearson Field budget, is responsible for the remaining 10% of the project. . The grant requires a resolution indicating the City Council's authorization for the grant.

Advantage(s)

The design of a project to rehabilitate the runway lighting system and associated electrical vault at Pearson Field Airport is part of an important capital improvement project for Pearson Field. This grant provides 90% of the funding for that project.

Disadvantage(s)

None

Budget Impact

The cost estimate for the design project is \$166,000. The FAA grant will pay for 90% of the project and the City will be responsible for the remaining 10%. There is funding approved for this project in the 2023-2024 Pearson Field budget.

Prior Council Review

None

Action Requested

On September 12, 2022, adopt a resolution authorizing the the Federal Aviation Administration grant for the design of a project to rehabilitate the runway lighting system and associated electrical vault at Pearson Field Airport.

Guy Lennon, Airport Manager, 360-487-8619

ATTACHMENTS:

- ▢ Resolution
- ▢ Grant Agreement

9/12/2022

RESOLUTION NO. M-

A RESOLUTION authorizing the City Manager to execute a Federal Aviation Administration (FAA), Airport Aid grant to fund the design of an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport; and providing for an effective date.

WHEREAS, the City of Vancouver operates Pearson Field, a general aviation airport which is part of the federally designated Vancouver National Historic Reserve; and

WHEREAS, the City is receiving a grant from the Federal Aviation Administration (FAA) to fund the design of the rehabilitation of the runway lighting system and electrical vault at Pearson Field; and

WHEREAS the grant from the FAA will fund 90% percent of the estimated \$166,000 for the design of the runway lighting rehabilitation and electrical vault project; and

WHEREAS, the 2023-2024 budget for Pearson Field, as approved by the City Council, includes matching funds for the design of the runway lighting rehabilitation and electrical vault project; and

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

RESOLUTION

Section 2. The City Council supports the design of the runway lighting rehabilitation and electrical vault project and confirms that local matching funds have been appropriated for this project.

Section 3. Effective immediately, the City Council, hereby authorizes the City Manager as its “authorized representative” to execute the grant agreement, No. 3-53-0139-019-2022, accepting grant funding for a FAA, Airport Aid grant.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____ day of _____, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon, Washington

Seattle Airports District
Office:
2200 S 216th St
Des Moines, WA 98198

July 25, 2022

Mr. Eric Holmes
City Manager
City of Vancouver
415 W. 6th St.
Vancouver, WA 98660

Dear Mr. Holmes:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-53-0139-019-2022 at Pearson Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 12, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. [Selection Criteria: Point of Contact Name, Phone, Email] is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Warren D. Ferrell
Manager
Seattle ADO



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 25, 2022
Airport/Planning Area	Pearson Field Airport – Vancouver, Washington
FY2022 AIP Grant Number	3-53-0139-019-2022 (Contract Number: DOT-FA22NM-0127)
Unique Entity Identifier	TM9CHABUP4B2
TO:	City of Vancouver, Washington (herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 19, 2022, for a grant of Federal funds for a project at or associated with the Pearson Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pearson Field Airport (herein called the "Project") consisting of the following:

Acquire emergency generator (Phase 1-design); Reconstruct airport lighting vault (Phase 1-design); Reconstruct Runway 8/26 edge lighting - (Phase 1 -design);

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$149,400.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 149,400 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 12, 2022, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
16. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated September 27, 2013, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. Employee Protection from Reprisal.

- a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

24. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
25. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

26. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Warren Ferrell

(Typed Name)

Manager, Seattle Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Vancouver, Washington

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**City of Vancouver**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 19, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



Staff Report: 117-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Reduction of the posted speed limit on SR 500

Key Points

- The current speed posting of 50 MPH is high for an urban arterial.
- Reducing the speed posting to 40 MPH will enhance safety.
- NE Fourth Plain Blvd (SR-500), from NE 162nd Ave to mile point 8.68 is within the City Limits and under the jurisdiction of the Washington State Department of Transportation (WSDOT)

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

This request was initiated by multiple constituents and neighborhood organizations residing along the route over the past several years. In response, WSDOT conducted a corridor study. As part of the speed revisions, WSDOT will also close all exiting passing zones within this area. WSDOT will further engage the community with an extensive safety awareness campaign regarding the speed and passing zone changes within this corridor. In the future, WSDOT will complete additional speed studies and monitor crash data to ensure that these modifications do not have a negative impact on traffic operations.

SR 500 from NE 162nd Ave to mile point 8.68 is within the City limits and under the jurisdiction of WSDOT.

The Washington State Department of Transportation (WSDOT) and the City of Vancouver Traffic Engineering Staff have investigated the current posted speed limit on SR 500 from NE 162nd Ave to mile point 8.68.

WSDOT completed a speed study for this roadway and found that the Critical Speed or the 85th

percentile speed was 50 MPH. Staff believes speed limit of 40 MPH is appropriate and will be consistent with the traffic flow.

Staff is recommending the changes based on the following:

SR 500 has a posted speed limit of 50 MPH from from NE 162nd Ave to mile point 8.68. Lowering the speed limit to 40 MPH will extend the existing 40 MPH west of NE 162nd Ave.

Advantage(s)

Improves safety by reducing driver speeds.

Disadvantage(s)

None

Budget Impact

None. Signs are installed by WSDOT.

Prior Council Review

None

Action Requested

Adopt a resolution establishing a speed limit of 40 MPH on SR 500 from NE 162nd Ave to mile point 8.68.

Chris Christofferson, Traffic Engineering Manager, 360-487-7716

ATTACHMENTS:

- ▣ Resolution
- ▣ SR 500 Corridor Study Map 8.30 - 17.25

9/12/2022

RESOLUTION NO. M-_____

A RESOLUTION relating to traffic and establishing a new speed limit on a portion of SR 500.

WHEREAS, a portion of SR 500, between NE 162nd Avenue and mile point 8.68, is within City limits, but subject to the jurisdiction of the Washington State Department of Transportation (WSDOT); and

WHEREAS, in response to community request, WSDOT conducted a corridor study (with the assistance of Vancouver Traffic Engineering staff) to determine whether the current posted speed limit on that portion of SR 500 between NE 162nd Avenue and mile point 8.68 should be lowered from 50 mph; and

WHEREAS, pursuant to the results of the corridor study, City staff have determined that lowering the speed limit on that portion of SR 500 between NE 162nd Avenue and mile point 8.68 to 40 mph would increase safety, and would still maintain traffic flow by being consistent with the current posted speed for that portion of SR 500 that is immediately adjacent to the west.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals above, together with Staff Report No. SR-_____, and all attachments thereto, including the corridor study, are hereby adopted and incorporated by this reference as findings in support of this action.

Section 2. The Vancouver City Council does hereby establish the following speed limit:

- 40 mph on that portion of SR 500 between NE 162nd Avenue and mile point 8.68.

RESOLUTION - 1

Section 3. The Department of Public Works and the Washington State Department of Transportation are authorized to install all signs necessary to effectuate Section 1.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 12th day of September, 2022.

Anne McEnery-Ogle, Mayor

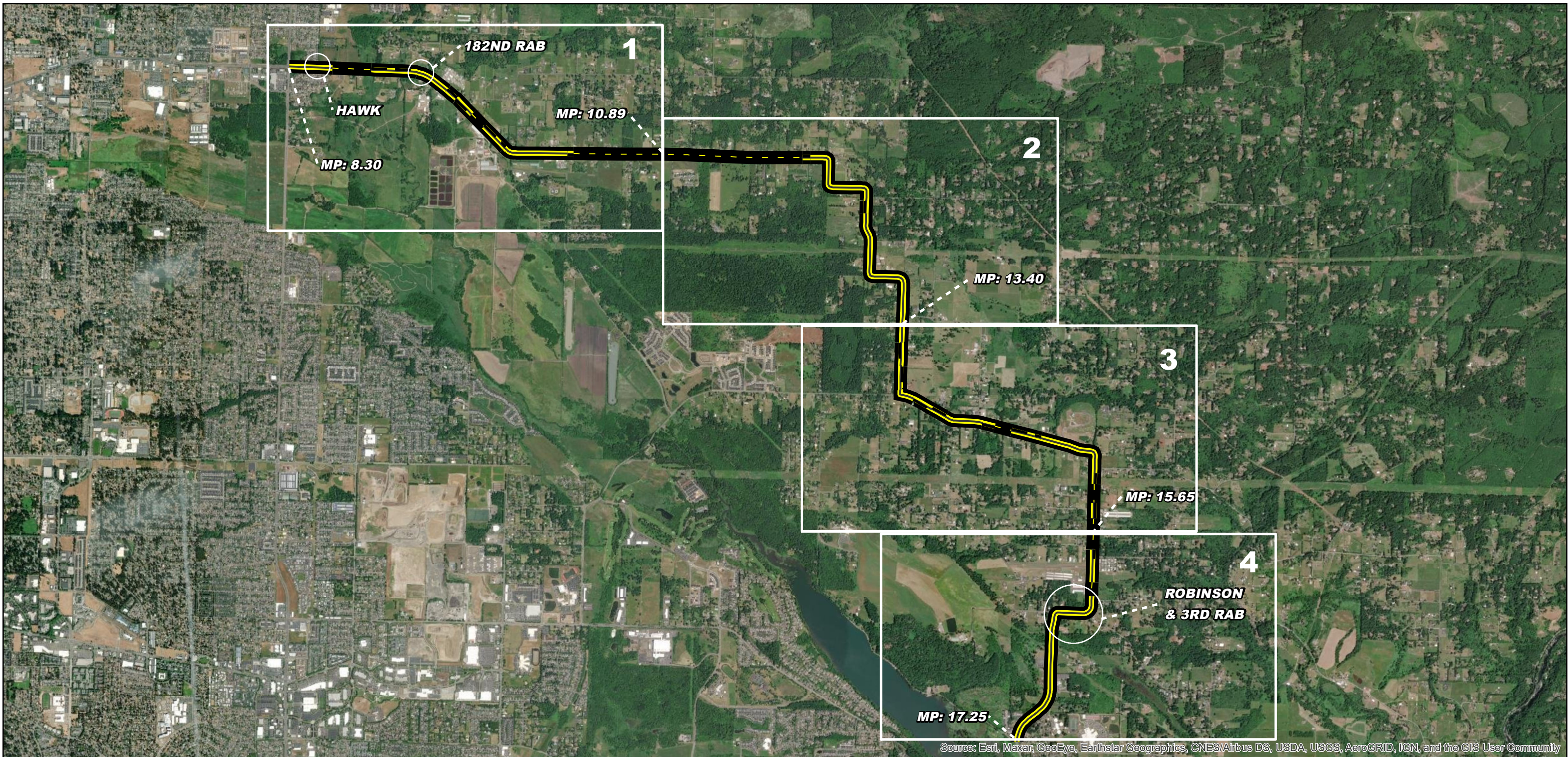
Attest:

Natasha Ramras, City Clerk

Approved as to form:

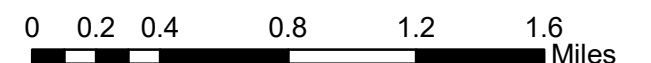
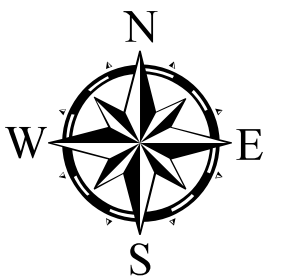
Jonathan Young, City Attorney

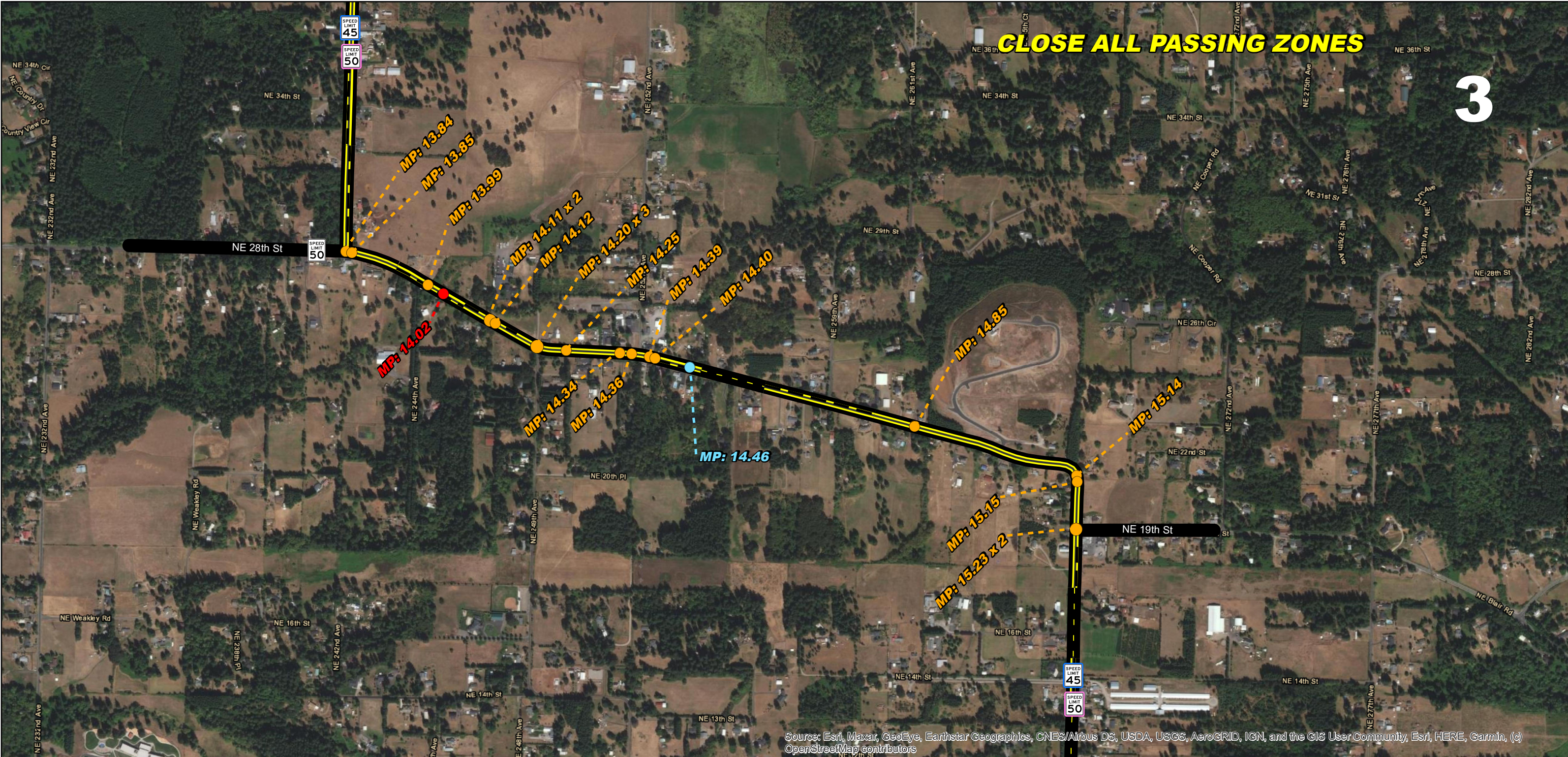
RESOLUTION - 2



SR 500 MP 8.30 - MP 17.25 STUDY STRIP MAP

FUTURE PROJECTS SHOWN IN CIRCLES





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors



SR 500 CORRIDOR STUDY MAP 13.40-15.65



SPEED STUDY 85th%

MP	14.46
EB	47.00
PACE	36-45
WB	47.00
PACE	34-43
YEAR	2020
SP-ZN	

ADT

MP	13.84 BEFORE INTERS.	13.84 AFTER INTERS.
2020	2,943	4,822
2019	3,227	5,287
2018	3,196	5,236

CRASH HISTORY

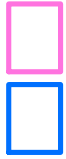
LEADER PLACEMENT INDICATES DIRECTION OF CRASH

● MINOR / NO INJURY ● SERIOUS / FATAL

1/1/2019 - 12/31/2021

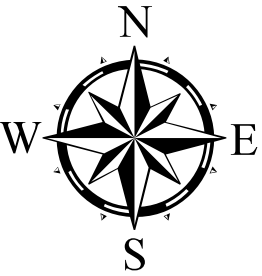


SPEED ZONE CHANGES



EXISTING
SPEED ZONE

PROPOSED
SPEED ZONE



0 0.05 0.1 0.2 0.3 0.4
Miles



SR 500 CORRIDOR STUDY MAP 15.65 - 17.20

	SPEED STUDY 85th%		
●			
MP	15.74	16.28	16.50
EB	50.00	43.00	48.00
PACE	41-50	34-43	39-48
WB	50.00	36.00	46.00
PACE	39-48	27-36	37-46
YEAR	2020	2020	2020
SP-ZN			

CRASH HISTORY	
LEADER PLACEMENT INDICATES DIRECTION OF CRASH	
● MINOR / NO INJURY	● SERIOUS / FATAL
1/1/2019 - 12/31/2021	
ADT	
MP	17.26
2020	5,240
2019	5,745
2018	5,709

SPEED ZONE CHANGES

EXISTING SPEED ZONE

PROPOSED SPEED ZONE

0 0.05 0.1 0.2 0.3 0.4
Miles



Staff Report: 118-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Outsider's Inn Contract Renewal for Safe Stay Community

Key Points

- Unsheltered homelessness has continually increased and has significant negative impacts on the broader community and unhoused residents themselves.
- Our community does not have shelter capacity to meet the growing need.
- The Ninth Circuit Court of Appeals has held that cities cannot criminalize camping in all places, at all times, unless there is adequate access to temporary shelter (Martin v. Boise).
- Revisions to Chapter 8.22 VMC "Camping" have been made to implement a Safe Stay Community Pilot Program.
- Establishment of Safe Stay Communities increases health, sanitation, and livability for all Vancouver residents, businesses, and visitors.
- Outsiders Inn successfully manages and provides supportive services at our first Safe Stay Community, The Outpost.
- City staff is requesting to extend their current contract, and amend it to add management/operations of the third Safe Stay Community.

Strategic Plan Alignment

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

Objective 3.1: Strengthen community identity and sense of belonging

Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

An estimated 500-600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to the individuals experiencing unsheltered homelessness, as well as the rest of the community and the environment. At this time, our community does not have an adequate supply of shelter or housing options to meet the growing

need. This Council has observed that many individuals who live outdoors on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by outdoor habitation. Single female encampment occupants experience a disproportionately high incidence of violent crime as compared to other people. Families with children who live outdoors as a result of a lack of adequate shelter are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

Simultaneously, Council has also observed that the City's sensitive ecological areas are adversely impacted by secondary impacts of outdoor habitation. The City's sensitive waterways, water treatment facilities, stormwater and wastewater facilities are particularly vulnerable to impacts of illegal dumping and improper disposal of human waste. Additionally, individuals living outdoors in greenways and wooded areas, who utilize fire as a source of heat, or to cook with, increase the potential for wildfire in those areas, particularly during our dry/summer months.

In an effort to reduce the aforementioned negative impacts of unsheltered homelessness, provide for greater safety, stability, and access to needed services for individuals experiencing unsheltered homelessness, and to remain in compliance with *Martin v. Boise*, this Council has approved the establishment of city-sponsored Safe Stay Communities in designated areas. These Communities are managed and supported by a contracted service provider who works to:

- ensure safety and sanitation within and immediately surrounding the designated Community,
- assist Safe Stay Community residents with obtaining stability, accessing needed resources, and transitioning into a more permanent housing situation, and
- proactively engage with the surrounding neighborhood(s) to mitigate potential negative impacts to the neighborhood, facilitate neighborhood participation and volunteer opportunities within the designated Community, and encourage participation in neighborhood/community events, neighborhood association meetings, etc. amongst Safe Stay Community residents.

Advantage(s)

1. Outsiders Inn is a peer-run organization, with supportive services delivered by trained individuals who also have lived experiences with homelessness, mental/behavioral health, and demonstrated recovery.
2. Outsiders Inn is an existing City contractor and successfully operates The Outpost-Safe Stay Community, as well as shelter at St. Paul Lutheran Church and Mail Service for unhoused City residents.
3. Safe Stay Communities serve as a temporary bridge while more permanent housing and shelter options are implemented; the first 6-month review of The Outpost shows that 30% of the residents served in that time period exited to permanent housing.
4. Because these sites are managed, our community has seen a decrease in solid waste, encampments in unsafe spaces, and negative environmental impacts.
5. Because these sites are supported, residents have greater access to services, increased stability, and more safe, healthy, and humane living conditions as they work to resolve their homelessness.

Disadvantage(s)

None at this time.

Budget Impact

The original budget created for the first Safe Stay Community was truly a best guess, given that it was a brand new program for our community and for Outsiders Inn. Additionally, the Vancouver community has stepped up and met the need for meals, on a voluntary basis, in a huge way. Unfortunately, the existing volunteer base is struggling to keep up with the current need, and likely will not be able to take on meals for an additional site. Now that the site has been operating for several months, we have actual costs to utilize in determining needed budget, and due to a variety of reasons, which include inflation, cost of food, and the need for the operator to be able to offer competitive wages and benefits to obtain/retain staff, City staff is requesting an increase in annual operating budget. Funding for Safe Stay Community #3 is included in the 2021-2022 budget. Funding for the extension of Safe Stay Community #1 is included in the proposed 2023-2024 budget. Some budget adjustment to cover the difference between original and updated budget will be included in Spring Supplemental.

Prior Council Review

- [May 24, 2021 City Council Workshop](#)
- [August 2, 2021 City Council Workshop](#) August
- [16, 2021 City Manager Communications](#)
- [September 13, 2021 City Council Meeting](#)

Action Requested

Approve the amendment and extension of a professional services contract to Outsiders Inn of Vancouver, WA, and to authorize Eric Holmes, City Manager, or his designee to execute a contract for delivery of supportive services and site management at city-sanctioned Safe Stay Communities 1 & 3.

Aaron Lande, Program & Policy Manager, 360-487-8612; Jamie Spinelli, Homeless Response Coordinator, 360-487-8610

ATTACHMENTS:

- ▢ Professional Services Agreement
- ▢ The Outpost 6-Month Review

SERVICE AGREEMENT #C-100727

AMENDMENT No. 1

SUPPORTIVE CAMPSITE & SAFE PARK PROGRAMS

This Agreement amends the Professional Services Agreement number C-100727 by and between the City of Vancouver, hereinafter referred to as "City", and Outsider Inn.org, hereinafter referred to as "Contractor", whose address is 5301 NE 56th Ave, Vancouver, WA 98661, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,497,552 to a revised authorized amount of \$2,068,700. (Safe Site 1, second year of service, for \$748,776. Safe Site 3, first year of service, for \$748,776.)
2. **Amend** the language contained in Section 3, Payment for Contractor Services, updating Cost Chart with language in herein attached and by reference made part of the Contract, Attachment "A".
3. **Amend** the language contained in Section 4, Term of Agreement, as follows:
 - The term of this Agreement shall commence on October 1, 2021 and continue until September 30, 2023.
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Outsider Inn.org

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment "A"

Cost Chart

Supportive Campsite Program
Outsiders Inn

Year 2 for Safe Stay Site 1
New Safe Stay Site 3

Personnel Cost

	Hourly rate	Number of Staff	Hours per week	Monthly Salary	Monthly Taxes & Benefits* (\$15/hr)	Total per month	Total per year
Peer Support (Day shift)	20.00	2	56	9,707	6,720	16,427	197,120
Peer Support (Evening shift)	20.00	2	56	9,707	6,720	16,427	197,120
Peer Support (Overnight)	22.00	1.5	56	8,008	5,040	13,048	156,576
Homeless Services Manager	31.00	1	15	2,015	900	2,915	34,980
Total		7	183				585,796
Plus Indirect Cost 10%**							58,580
Total Annual Base for Contract							644,376

* Includes health benefits

**Includes office supplies, office furniture, accounting and billing services, IT support

Other Costs

		Monthly	Yearly
Employee training & travel mileage		250	3,000
Resident Stipend	\$45 per month per resident for cleanup and nightly gate duty	1,125	13,500
Employee Phones	\$50 each per month - 8 total	400	4,800
Security - four times per day	\$800 per month	800	9,600
Security Camera/Storage	Cameras, storage, maintenance	425	5,100
Professional Fees - Legal, mediation, open house events		300	3,600
Insurance		250	3,000
Laundry vouchers for clients	\$20 per person per month	500	6,000
Client Showers	\$50 per person per month	1,250	15,000
Sleeping bags, outdoor supplies		200	2,400
Food - Ice, water, prepared foods	\$250 per person per month	3,000	36,000
Hygiene, sanitizers, trash bags		200	2,400
Total Annual Base for Contract			104,400

Total Annual Cost For Each Site	748,776
---------------------------------	---------

Monthly 62,398

6 Months of Safe Stay Success

The City of Vancouver opened its first Safe Stay Community located at **11400 NE 51st Circle** on city-owned property, on Dec. 23, 2021. More than six months later, it continues to provide the most vulnerable in our community with comfortable, dry and secure surroundings where they have access to high-quality, compassionate life-saving and social services while they work to transition out of homelessness.

Safe Stay Community staff work with partner agencies to facilitate residents' transition out of homelessness. **74 referrals** have been made to partner agencies for services that include medical care, mental health check-ins, education, employment, housing, pet care, Social Security and other benefits such as nutrition assistance.

46

PEOPLE
SERVED,
INCLUDING:

30 MALES
16 FEMALES
6 COUPLES



MOST
RESIDENTS
ARE BETWEEN
24-54
YEARS OLD

AGE	# SERVED
18-24	2
25-34	12
35-44	16
45-54	9
55-61	5
62+	2

HOUSING ASSISTANCE

14 SUCCESSFUL
TRANSITIONS
TO HOUSING



10 WORKING WITH
CASE MANAGER TO
OBTAIN HOUSING

40 HOUSING
ASSESSMENTS
COMPLETED

11 NEGATIVE EXITS
FROM PROGRAM

EDUCATION, EMPLOYMENT, HEALTH AND WELLNESS

126 ACCESSED LOCAL
TRANSIT SUPPORT

25 OBTAINED MONTHLY
YMCA MEMBERSHIPS

16 OBTAINED
IDENTIFICATION CARDS

1 OBTAINED HIGH
SCHOOL DIPLOMA

11 SECURED
EMPLOYMENT



32 ACCESSED
HEALTHCARE
(PHYSICAL,
MENTAL,
BEHAVIORAL)



13 RECEIVED SUBSTANCE
USE DISORDER
EVALUATIONS

6 ACCESSED DETOX
SERVICES

36 ACCESSED LAUNDRY
SERVICES



Changing Lives, One Stay and One Day at a Time

The Safe Stay Communities are helping turn lives around. They are another one of the City's solutions to help end homelessness; an immediate, compassionate alternative for people living on our streets so they can move toward gaining employment and living indoors again. And some people are doing just that. People like Michael Eddy and Wesley Roseberry. **Scan the QR code to watch their story.**



Providing a Sense of Community

130

AVERAGE LENGTH OF STAY
PRIOR TO SECURING
HOUSING, IN **DAYS**



4

COMMUNITY EVENTS HELD

*Garden Seed Exchange,
Art Groups, Music Gatherings,
Resource and Service Discussions*

20

COMMUNITY
MEETINGS HELD



5



COMMUNITY
PARTNERSHIPS FOR
RESIDENT EMPLOYMENT
OPPORTUNITIES

*Including Talkin' Trash, YMCA
and Outsiders Inn*



A Safer Safe Stay

Prior to opening the City's first Safe Stay Community, the property located at 11400 NE 51st Circle was the site of a sizeable homeless encampment. Since the Safe Stay Community opened, the number of calls to police for service and officer-initiated activity within a 500 foot radius of the address, has dropped **30 percent** over the same time period (January-June) compared to 2021.



Of the other Fire/EMS-related calls for service within the same radius, the percentage responding specifically to 11400 NE 51st Circle dropped from 15.6% to **6%** of the total.

CALLS FOR FIRE/EMS

(500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JANUARY-JUNE 2021

64

TOTAL CALLS TO AREA

10



CALLS TO UNSANCTIONED CAMP (15.6% OF TOTAL)

JANUARY-JUNE 2022

114

TOTAL CALLS TO AREA

7



CALLS TO SAFE STAY COMMUNITY (6% OF TOTAL)

CALLS FOR POLICE

(500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JAN.-JUNE 2021

108

TOTAL CALLS

JAN.-JUNE 2022

82

TOTAL CALLS

OFFICER-INITIATED VISITS

(500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JAN.-JUNE 2021

67

TOTAL VISITS

JAN.-JUNE 2022

41

TOTAL VISITS

30% REDUCTION IN POLICE CALLS AND OFFICER-INITIATED VISITS

NOTABLE CALL REDUCTIONS

JAN.-JUNE 2021	ACTIVITY	JAN.-JUNE 2022
5	DRUG/NARCOTIC VIOLATION	0
16	MEDICAL/ WELFARE CHECK	4
11	DISTURBANCE	5
5	THEFT	2

SCAN THE QR CODE FOR A COMPLETE BREAKDOWN OF CALLS





Staff Report: 119-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Approval of Allocation and Participation Agreements for State of Washington Settlement with Opioid Distributors

Key Points

- On Council authority, the City initiated litigation in 2019 against numerous manufacturers, distributors, and retailers of opioids.
- The State of Washington reached a settlement with the three largest distributors, but that settlement is contingent on every litigating local jurisdiction joining the settlement.
- By joining the settlement, Vancouver will recover approximately \$3.37 million in funds to be used to abate the public nuisance caused by opioids.
- The settlement only releases the three main distributors; the claims against the manufacturers and retailers remain pending.

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.

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

Since 2015, local governments around the Country have been united in efforts seeking to hold the manufacturers, distributors, and pharmacies of opioids responsible for the harms caused to their residents. The City of Vancouver joined this fight in 2019, filing suit against a number of manufacturers, distributors and pharmacies. That lawsuit was then transferred to the Northern District of Ohio as part of a nationwide multi-district litigation. The lawsuit has been pending there ever since.

In November 2021, the State of Washington commenced a trial against the three primary distributors of opioids: AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation. As the case came to a close several months later, the State reached a settlement

with these distributors that was analogous to the settlement reached nationally. In this settlement, the State will receive roughly \$430 million, but that amount is dependent upon how many jurisdictions within Washington join the settlement. The State has agreed to split the settlement funds 50% to the State and 50% to local jurisdictions.

The Council approved a memorandum of understanding in April 2022 that delineates the amount the City of Vancouver would receive if any statewide settlement was reached: 1.7306605325%. As such, assuming the requisite number of jurisdictions join this settlement, the City could recover approximately \$3.37 million after attorneys' fees to be used to combat the impacts of opioids. To join in this settlement, the Council must authorize execution of the attached Allocation Agreement and Participation Form on or before September 23, 2022. Initial funds transfer would occur by the end of the calendar year.

Of note, the settlement does not affect or impact the City's claims against any entity other than the three released distributors identified above.

Advantage(s)

1. Allows the City to soon collect settlement funds to be used to fund opioid abatement consistent with the MOU Council authorized in April.
2. Enables the City to present a unified front with other Washington jurisdictions in the battle against opioids.
3. Avoids a lengthy trial against the distributors (the State's case took five months).

Disadvantage(s)

Forecloses (possibly) a greater share of recovery vis-a-vis other Washington local governments, but the City would have to litigate for that result if it was desired.

Budget Impact

Additional appropriation of the settlement funds will be required and must comply with the terms of the MOU authorized in April.

Prior Council Review

- Council authorized litigation against the opioid manufacturers, distributors, and retailers in 2019.
- Council authorized the One Washington MOU on April 4, 2022.
- This specific item has not been presented to Council.

Action Requested

Authorize the City Manager or his designee to execute the "Allocation Agreement Governing the Allocation of Funds Paid By the Settling Opioid Distributors in Washington State" and "Exhibit F: Subdivision Settlement Participation Form", which will settle the City of Vancouver's claims against AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation.

Dan Lloyd, Assistant City Attorney, 360-487-8500

ATTACHMENTS:

- ▢ Allocation Agreement
- ▢ Participation Form

ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY THE SETTLING OPIOID DISTRIBUTORS IN WASHINGTON STATE

AUGUST 8, 2022

This Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State (the “Allocation Agreement”) governs the distribution of funds obtained from AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation (the “Settling Distributors”) in connection with its resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Distributors (the “Distributors Settlement”). The Distributors Settlement including any amendments are attached hereto as Exhibit 1.

1. This Allocation Agreement is intended to be a State-Subdivision Agreement as defined in Section I.VVV of the Global Settlement (the “Global Settlement”), which is Exhibit H of the Distributors Settlement. This Allocation Agreement shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Global Settlement.
2. This Allocation Agreement shall become effective only if all of the following occur:
 - A. All Litigating Subdivisions in Washington and 90% of Non-Litigating Primary Subdivisions in Washington as the terms are used in Section II.C.1 of the Distributors Settlement must execute and return the Subdivision Settlement Participation Form, Exhibit F of the Distributors Settlement (the “Participation Form”) by **September 23, 2022**. This form is also attached hereto as Exhibit 2.
 - B. The Consent Judgment and Stipulation of Dismissal with Prejudice, Exhibit G of the Distributors Settlement, is filed and approved by the Court.
 - C. The number of Local Governments that execute and return this Allocation Agreement satisfies the participation requirements for a State-Subdivision Agreement as specified in Exhibit O of the Global Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement.
 - B. The Local Government must release their claims against the Settling Distributors and agree to be bound by the terms of the Distributors Settlement by timely executing and returning the Participation Form. This form is attached hereto as Exhibit 2.

- C. Litigating Subdivisions must dismiss the Settling Distributors with prejudice from their lawsuits. The Litigating Subdivisions are listed on Exhibit B of the Distributors Settlement.
- D. The Local Government must execute and return the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 3. As specified in Paragraph 10.A of this Allocation Agreement, the Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only.

A Local Government that meets all of the conditions in this paragraph shall be deemed a “Participating Local Government.” Alternatively, if the requirements of Paragraphs 2(A), 2(B), and 2(C) of this Allocation Agreement are satisfied and this Allocation Agreement becomes effective, then all Local Governments that comply with Paragraph 3(B) of this Allocation Agreement shall be deemed a “Participating Local Government.”

- 4. This Allocation Agreement applies to the Washington Abatement Amount as defined in Section IV.A of the Distributors Settlement. The maximum possible Washington Abatement Amount for the Distributors Settlement is \$430,249,769.02. As specified in the Global Settlement, the Washington Abatement Amount varies dependent on the percentage of Primary Subdivisions that choose to become Participating Local Governments and whether there are any Later Litigating Subdivisions as defined in Section I.EE of the Global Settlement.
- 5. This Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement. After satisfying its obligations to its outside counsel for attorneys’ fees and costs, the State estimates that it will receive approximately \$46 million for its own attorneys’ fees and costs pursuant to Section V.B.1 of the Distributors Settlement. The State shall utilize any and all amounts it receives for its own attorneys’ fees and costs pursuant to Section V.B.1 of the Distributors Settlement to provide statewide programs and services for Opioid Remediation as defined in Section I.SS of the Global Settlement.
- 6. While this Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement, Section V.B.2 of the Distributors Settlement estimates that the Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions’ attorneys for fees and costs. The actual amount may be greater or less. This Allocation Agreement and the MOU are a State Back-Stop Agreement. The total contingent fees an attorney receives from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement, the MOU, and this Allocation Agreement combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel

on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.)

7. No portion of the Washington Fees and Costs as defined in Section V of the Distributors Settlement and/or the State Share as defined in Paragraph 8.A of this Allocation Agreement shall be used to fund the Government Fee Fund (“GFF”) referred to in Paragraph 10 of this Allocation Agreement and Section D of the MOU, or in any other way to fund any Participating Local Government’s attorneys’ fees, costs, or common benefit tax other than the aforementioned payment by the Settling Distributors to Participating Litigating Subdivisions’ attorneys for fees and costs in Section V.B.2 of the Distributors Settlement.
8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for Opioid Remediation as defined in Section I.SS of the Global Settlement, except as allowed by Section V of the Global Settlement. Exhibit 4 is a non-exhaustive list of expenditures that qualify as Opioid Remediation. Further, the Washington Abatement Amount shall and must be used by the State and Participating Local Governments as provided for in the Distributors Settlement.
9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington (“State Share”).
 - B. Fifty percent (50%) to the Participating Local Governments (“LG Share”).
10. The LG Share shall be distributed pursuant to the MOU attached hereto as Exhibit 3 as amended and modified in this Allocation Agreement.
11. For purposes of this Allocation Agreement only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. The MOU is amended to add new Section E.6, which provides as follows:

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only. If a Local Governments executes the MOU for purposes of this Allocation Agreement only, then the MOU will only bind such Local Government and be effective with respect to this Allocation Agreement and the Distributors Settlement, and not any other Settlement as that term is defined in Section A.14 of the MOU. To execute the MOU for purposes of this Allocation Agreement only, the Local Government may either (a) check the applicable box on its signature page of this Allocation Agreement that is returned or (b) add language below its signature lines in the MOU that is returned indicating that the Local Government is executing or has

executed the MOU only for purposes of the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State.

- B. Exhibit A of the MOU is replaced by Exhibit E of the Global Settlement, which is attached as Exhibit 4 to this Agreement.
- C. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Local Governments that filed suit against one or more of the Settling Defendants prior to May 3, 2022. The Litigating Local Governments are listed on Exhibit B of the Distributors Settlement, and are referred to as Litigating Subdivisions in the Distributors Settlement.
- D. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Global Settlement.
- E. The definition of “Settlement” in Section A.14 of the MOU shall mean the Distributors Settlement.
- F. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the Distributors Settlement, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the suspension.”

- G. Consistent with how attorney fee funds for outside counsel for Participating Local Subdivisions are being administered in most states across the country, the Government Fee Fund (“GFF”) set forth in the

MOU shall be overseen by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)). The Fee Panel will preside over allocation and disbursement of attorney's fees in a manner consistent with the *Motion to Appoint the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements* and the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

- H. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Distributors as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Fee Panel.
- I. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Non-Litigating Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Non-Litigating Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- J. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with the Distributors Settlement and Exhibit R of the Global Settlement, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Section II.C of Exhibit R of the Global Settlement, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund

for expenses incurred by the attorneys pursuant to Section II.E of the Global Settlement.

- K. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
 - L. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys for fees and costs referred to in Paragraph 6 of this Allocation Agreement and Section V.B.2 Distributors Settlement shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.K of this Allocation Agreement apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - M. To the extent there are any excess funds in the GFF, the Fee Panel and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
- 12. In connection with the execution and administration of this Allocation Agreement, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *eq seq.*
 - 13. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement as well as the receipt and expenditure of the funds from the Distributors Settlement for no less than five (5) years.
 - 14. If any party to this Allocation Agreement believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Distributors Settlement has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 - 15. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that

pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Distributors are subject to the requirements of the MOU and this Allocation Agreement.

16. Upon request by the Settling Distributors, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the Distributors Settlement and the Global Settlement.
17. Venue for any legal action related to this Allocation Agreement (separate and apart from the MOU, the Distributors Settlement, or the Global Settlement) shall be in King County, Washington.
18. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: _____

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only by checking this box (see Paragraph 10.A of this Allocation Agreement):

☐ Local Government is executing the MOU in the form attached hereto as Exhibit 3, but which is further amended and modified as set forth in this Allocation Agreement, only for purposes of this Allocation Agreement.

EXHIBIT 1
Distributors Settlement

DISTRIBUTORS WASHINGTON
SETTLEMENT AGREEMENT

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DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

I. Overview

This Distributors Washington Settlement Agreement (“*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among the State of Washington, McKesson Corporation (“*McKesson*”), Cardinal Health, Inc. (“*Cardinal*”) and AmerisourceBergen Corporation (“*Amerisource*”) (collectively, the “*Agreement Parties*”) to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, “*Settling Distributors*”).

By entering into this Agreement, the State of Washington and its Participating Subdivisions agree to be bound by all terms and conditions of the Distributor Global Settlement Agreement dated July 21, 2021 (including its exhibits) (“*Global Settlement*”), which (including its exhibits) is incorporated into this Agreement as Exhibit H.¹ By entering this Agreement, and upon execution of an Agreement Regarding the State of Washington and the Distributor Global Settlement Agreement (“*Enforcement Committee Agreement*”), unless otherwise set forth in this Agreement, the Settling Distributors agree to treat the State of Washington for all purposes as if it were a Settling State under the Global Settlement and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under the Global Settlement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in the Global Settlement.

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Conditions to Effectiveness of Agreement

A. *Global Settlement Conditions to Effectiveness.*

1. The Agreement Parties acknowledge that certain deadlines set forth in Section VIII of the Global Settlement passed before the execution of this Agreement. For

¹ The version of the Global Settlement as updated on March 25, 2022 is attached to this Agreement as Exhibit H. Further updates to the Global Settlement shall be deemed incorporated into this Agreement and shall supersede all earlier versions of the updated provisions.

that reason, (i) Settling Distributors agree to treat the State of Washington as satisfying the deadlines set forth in Section VIII of the Global Settlement provided that the State of Washington satisfies its obligations set forth in this Section II and (ii) the State of Washington agrees to treat Settling Distributors as having satisfied all notice obligations under Section VIII.B of the Global Settlement as to the State of Washington.

2. The State of Washington shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of the Global Settlement.

B. *Agreement with Enforcement Committee.* This Agreement shall not become effective unless the Enforcement Committee and the Settling Distributors execute the Enforcement Committee Agreement. If the Enforcement Committee Agreement is not executed by June 1, 2022, the State of Washington and Settling Distributors will promptly negotiate an agreement that mirrors the Global Settlement to the extent possible and with a credit of \$1,000,000 to Settling Distributors to account for possible credits the Settling Distributors would have received under Section V of this Agreement from the State Cost Fund and the Litigating Subdivision Cost Fund of the Global Settlement and to be deducted from the Year 7 payment described in Section V.B.1 and Section V.C.g of this Agreement.

C. *Participation by Subdivisions.* If the condition in Section II.B has been satisfied, this Agreement shall become effective upon one of the following conditions being satisfied:

1. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington must become Participating Subdivisions by September 23, 2022.

2. If the condition set forth in Section II.C.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Washington. If the condition set forth by Section II.C.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

D. *Dismissal of Claims.* Provided that the conditions in Sections II.B and II.C have been satisfied, the State of Washington shall file the Consent Judgment described in Section I.N of the Global Settlement and attached hereto as Exhibit G (“*Washington Consent Judgment*”) with the King County Superior Court (“*Washington Consent Judgment Court*”) on or before November 1, 2022. This Section II.C.2 supersedes the deadline for submitting a Consent Judgment set forth in Section VIII.B of the Global Settlement. In the event that the Court declines to enter the Washington Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Washington Consent Judgment shall be the effective date of this Agreement

(“*Washington Effective Date*”). Within the later of forty-five (45) days after the Washington Effective Date or December 31, 2022, each Settling Distributor will certify to the State that all medical claims data provided to it during the litigation (including Medicaid, PMP, LNI claims, and PEBB data) has been destroyed by the party and its agents, including all retained experts.

III. Participation by Subdivisions

A. *Notice.* The Office of the State of Washington Attorney General in consultation with the Settling Distributors shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Washington Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Washington from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of the Global Settlement, as to the State of Washington, Settling Distributors and the State of Washington agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as May 3, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF and Section VII.D and E of the Global Settlement, any Participating Subdivision in Washington that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of the Global Settlement on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of the Global Settlement after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Washington shall be materially identical to Exhibit F to this Agreement. Nothing in Exhibit F is intended to modify in any way either the terms of this Agreement or the terms of the Global Settlement, both of which the State of Washington and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit F to this Agreement or interpreted differently from the Global Agreement and this Agreement in any respect, the Global Agreement and this Agreement control.

IV. Settlement Payments

A. *Schedule.* Annual Payments under this Agreement shall be calculated as if the State of Washington were a Settling State under the Global Settlement and shall be made pursuant to the terms of Section IV of the Global Settlement except that, as to the State of Washington, the Payment Date for Payment Year 1 shall be December 1, 2022 and the Payment Date for Payment

Year 2 shall be December 1, 2022. For the avoidance of doubt, the sole component of the State of Washington's Annual Payment is the portion of the Net Abatement Amount allocated to the State of Washington under the Global Settlement ("*Washington Abatement Amount*"). The maximum possible Washington Abatement Amount is \$430,249,769.02.

B. *Use of Payment.* The Washington Abatement Amount paid under this Agreement shall be used as provided for in Section V of the Global Settlement.

C. *Nature of Payment.* The State of Washington and its Participating Subdivisions agree that payments made to the State of Washington and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of the Global Settlement.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Global Settlement.* Notwithstanding any contrary provision in the Global Settlement, payments to cover attorneys' fees and costs under this Agreement ("*Washington Fees and Costs*") shall be made pursuant to this Section V.

B. *Amounts.* The total amount to cover of all Washington Fees and Costs is \$87,750,230.98. That total consists of the categories of attorneys' fees and costs set forth in this Section V.B and shall be paid on the schedule set forth in Section V.C.

1. State Outside and Inside Counsel Fees and Costs. Settling Distributors shall pay \$76,829,316.21 to cover in-house fees and costs and outside counsel fees and costs to the Washington Attorney General's Office, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. The amount shall be paid in increments as specified in Section V.C (Payment Year 1 – 20%, Payment Year 2 – 20%, Payment Year 3 – 15%, Payment Year 4 – 15%, Payment Year 5 – 15%, Payment Year 6 – 10%, Payment Year 7– 5%.)

2. Fees and Costs for Participating Litigating Subdivisions' Attorneys. Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs into a single account as directed by the Washington Attorney General's Office, which then shall be paid as agreed between the State of Washington and attorneys for Participating Litigating Subdivisions. Participating Litigating Subdivisions' attorneys shall be paid in accordance with the schedule in Section V.C and V.D.5 of this Agreement.

C. *Schedule.* Washington Fees and Costs shall be paid according to the following schedule:

a. Payment Year 1: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

b. Payment Year 2: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

c. Payment Year 3: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2023.

d. Payment Year 4: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2024.

e. Payment Year 5: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2025.

f. Payment Year 6: Ten percent (10%) of the total Washington Fees and Costs amount (\$8,775,023.10), to be paid on or before July 15, 2026.

g. Payment Year 7: Five percent (5%) of the total Washington Fees and Costs amount (\$4,387,511.55), to be paid on or before July 15, 2027.

D. *Remittance.* So that Settling Distributors do not pay the same fees and costs under both the Global Settlement and this Agreement, Washington and its Participating Litigating Subdivisions and their respective counsel shall do as follows:

1. Participating Litigating Subdivisions in Washington and their counsel shall apply to the Attorney Fee Fund and the Litigating Subdivision Cost Fund created pursuant to Exhibit R of the Global Settlement for all fees, costs and expenses for which they may be eligible and shall instruct the Fee Panel and the Cost and Expense Fund Administrator to remit to Settling Distributors the full amount awarded to such Participating Litigating Subdivision, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

2. Counsel for Participating Subdivisions shall instruct the Fee Panel created by the MDL Court pursuant to Exhibit R of the Global Settlement to remit to Settling Distributors the Contingency Fee Amount for their Participating Subdivisions in the State of Washington, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

3. The State of Washington shall instruct the Fee Fund Administrator selected pursuant to Exhibit S of the Global Settlement that the Settling Distributors shall not pay the Fixed Amount for the State of Washington, and the State of Washington will not be eligible to receive funds from the State Outside Counsel Fee Fund under the Global Settlement.

4. The State of Washington shall submit documented costs, as provided for in Exhibit T of the Global Settlement, to the Global Settlement State Cost Fund created pursuant to Exhibit T of the Global Settlement for all costs and expenses for which it may be eligible and shall instruct the State Cost Fund Administrator to remit to Settling Distributors the full amount awarded to the State of Washington, with each Settling

Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

5. No Participating Litigating Subdivision shall receive any payment due under this Agreement, including but not limited to the portion of the Washington Abatement Amount allocable to the Participating Subdivision, until it and/or its outside counsel, as applicable, fulfill their obligations under Sections V.D. 1-2.

VI. Release

A. *Scope.* As of the Washington Effective Date, Section XI of the Global Settlement is fully binding on, and effective with respect to, all Releasors under this Agreement. Accordingly, as of the Washington Effective Date, the Released Entities are hereby released and forever discharged from all Released Claims of Releasors, including the State of Washington and its Participating Subdivisions.

VII. Miscellaneous

A. *No Admission.* The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Washington Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Tax Cooperation and Reporting.* The State of Washington and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of the Global Settlement, except (i) as set forth in the final sentence of this Section VII.B and (ii) that the State of Washington shall be its own Designated State and shall designate its own "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit C, Exhibit D, and Exhibit E. The State of Washington and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of the Global Settlement with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in Exhibit C, Exhibit D, and Exhibit E.

C. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Washington or a Released Entity. The State of Washington may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation.* Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Washington Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Washington Consent Judgment.

E. *Enforcement.* All disputes between Settling Distributors and the State of Washington and/or the Participating Subdivisions in the State of Washington shall be handled as specified in Section VI of the Global Settlement, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification.* This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Washington Consent Judgment, Settling Distributors may contact the Washington Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement.* This Agreement, including the Global Settlement (and its exhibits), represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice.* All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:
Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:
Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Washington at:

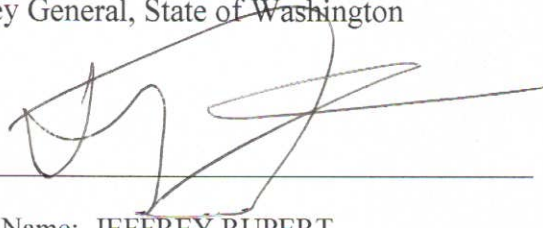
Shane Esquibel
Jeffrey Rupert
Laura Clinton
Washington Attorney General's Office
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100
Shane.Esquibel@atg.wa.gov
Jeffrey.Rupert@atg.wa.gov
Laura.Clinton@atg.wa.gov

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 5/2/22

ROBERT W. FERGUSON
Attorney General, State of Washington

By: 

Name: JEFFREY RUPERT

Title: Division Chief

Authorized and agreed to by:

Dated: May 2, 2022

AMERISOURCEBERGEN CORPORATION

A handwritten signature in black ink, appearing to read 'Elizabeth Campbell', is positioned above a horizontal line.

By: _____

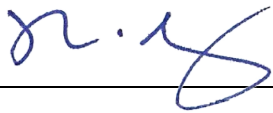
Elizabeth Campbell

Executive Vice President and Chief Legal Officer

Authorized and agreed to by:

Dated: 04/29/2022

CARDINAL HEALTH, INC.

By: _____

Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

Authorized and agreed to by:

Dated: 5/2/22

MCKESSON CORPORATION

By: 

Name: Saralisa C. Brav

Title: Corporate Secretary

Exhibit A
Primary Subdivisions²

No.	Subdivision Name
1.	Aberdeen city
2.	Adams County
3.	Anacortes City
4.	Arlington City
5.	Asotin County
6.	Auburn City*
7.	Bainbridge Island City
8.	Battle Ground City
9.	Bellevue City*
10.	Bellingham City*
11.	Benton County*
12.	Bonney Lake City
13.	Bothell City*
14.	Bremerton City*
15.	Burien City*
16.	Camas City
17.	Centralia City
18.	Chelan County*
19.	Cheney City
20.	Clallam County*
21.	Clark County*
22.	Covington City
23.	Cowlitz County*
24.	Des Moines City*
25.	Douglas County*
26.	East Wenatchee City
27.	Edgewood City
28.	Edmonds City*
29.	Ellensburg City
30.	Enumclaw City
31.	Everett City*
32.	Federal Way City*
33.	Ferndale City
34.	Fife City
35.	Franklin County*
36.	Gig Harbor City
37.	Grandview City
38.	Grant County*

² Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

39. Grays Harbor County*
40. Island County*
41. Issaquah City*
42. Jefferson County*
43. Kelso City
44. Kenmore City
45. Kennewick City*
46. Kent City*
47. King County*
48. Kirkland City*
49. Kitsap County*
50. Kittitas County*
51. Klickitat County
52. Lacey City*
53. Lake Forest Park City
54. Lake Stevens City*
55. Lakewood City*
56. Lewis County*
57. Liberty Lake City
58. Lincoln County
59. Longview City*
60. Lynden City
61. Lynnwood City*
62. Maple Valley City
63. Marysville City*
64. Mason County*
65. Mercer Island City
66. Mill Creek City
67. Monroe City
68. Moses Lake City
69. Mount Vernon City*
70. Mountlake Terrace City
71. Mukilteo City
72. Newcastle City
73. Oak Harbor City
74. Okanogan County*
75. Olympia City*
76. Pacific County
77. Pasco City*
78. Pend Oreille County
79. Pierce County*
80. Port Angeles City
81. Port Orchard City
82. Poulsbo City
83. Pullman City*
84. Puyallup City*

85. Redmond City*
86. Renton City*
87. Richland City*
88. Sammamish City*
89. San Juan County
90. Seatac City
91. Seattle City*
92. Sedro-Woolley City
93. Shelton City
94. Shoreline City*
95. Skagit County*
96. Skamania County
97. Snohomish City
98. Snohomish County*
99. Snoqualmie City
100. Spokane City*
101. Spokane County*
102. Spokane Valley City*
103. Stevens County*
104. Sumner City
105. Sunnyside City
106. Tacoma City*
107. Thurston County*
108. Tukwila City
109. Tumwater City
110. University Place City*
111. Vancouver City*
112. Walla Walla City*
113. Walla Walla County*
114. Washougal City
115. Wenatchee City*
116. West Richland City
117. Whatcom County*
118. Whitman County*
119. Woodinville City
120. Yakima City*
121. Yakima County*

Exhibit B
Litigating Subdivisions

No.	Subdivision Name
1.	Anacortes City
2.	Bainbridge Island City
3.	Burlington City
4.	Chelan County
5.	Clallam County
6.	Clark County
7.	Everett City
8.	Franklin County
9.	Island County
10.	Jefferson County
11.	Kent City
12.	King County
13.	Kirkland City
14.	Kitsap County
15.	Kittitas County
16.	La Conner School District
17.	Lakewood City
18.	Lewis County
19.	Lincoln County
20.	Mount Vernon City
21.	Mount Vernon School District
22.	Olympia City
23.	Pierce County
24.	San Juan County
25.	Seattle City
26.	Sedro-Woolley City
27.	Sedro-Woolley School District
28.	Skagit County
29.	Snohomish County
30.	Spokane City
31.	Spokane County
32.	Tacoma City
33.	Thurston County
34.	Vancouver City
35.	Walla Walla County
36.	Whatcom County
37.	Whitman County

Exhibit C
ABC IRS Form 1098-F

This Exhibit C will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit D
Cardinal Health IRS Form 1098-F

This Exhibit D will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit E
McKesson IRS Form 1098-F

This Exhibit E will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit G
Consent Judgment and Stipulation of Dismissal with Prejudice

The Honorable Michael Ramsey Scott
Trial Date: November 15, 2021

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

MCKESSON CORPORATION,
CARDINAL HEALTH INC., and
AMERISOURCEBERGEN DRUG
CORPORATION,

Defendants.

NO. 19-2-06975-9 SEA

FINAL CONSENT JUDGMENT AND
DISMISSAL WITH PREJUDICE

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

The State of Washington (“*State*”) and McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation and AmerisourceBergen Corporation, together with the subsidiaries thereof (collectively, the “*Settling Distributors*,” and each a “*Settling Distributor*”) (together with the State, the “*Parties*,” and each a “*Party*”) have entered into a consensual resolution of the above-captioned litigation (the “*Action*”) pursuant to a settlement agreement entitled Distributors Washington Settlement Agreement, dated as of May 2, 2022 (the “*Washington Agreement*”), a copy of which is attached hereto as Exhibit A. The Washington Agreement shall become effective by its terms upon the entry of this Final Consent Judgment (the “*Judgment*”) by the Court without adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind. By entering into the Washington Agreement, the State of Washington agrees to be bound by all terms and conditions

of the Distributor Settlement Agreement, dated as of July 21, 2021 (as subsequently updated) (the “*Global Agreement*”), a copy of which is attached hereto as Exhibit B (together with the Washington Agreement, the “*Agreements*”) unless stated otherwise in the Washington Agreement. Unless stated otherwise in the Washington Agreement, the terms of the Washington Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly.

I. RECITALS:

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreements, the Parties intend to effect a good-faith settlement.

2. The State has determined that the Agreements are in the public interest.

3. The Settling Distributors deny the allegations against them and that they have any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State’s or Subdivisions’ departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Global Agreement.

6. Therefore, without any admission of liability or wrongdoing by the Settling Distributors or any other Released Entities (as defined in the Global Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant

to the terms of the Agreements to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

In consideration of the mutual promises, terms, and conditions set forth in the Agreements, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between the Settling Distributors and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasers against the Settling Distributors (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreements.

3. The “Definitions” set forth in Section I of the Global Agreement are incorporated by reference into this Judgment. The State is a “Settling State” within the meaning of the Global Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Global Agreement, or, if not defined in the Global Agreement, the same meaning given to them in the Washington Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense the Settling Distributors or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreements were entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreements.

7. By this Judgment, the Agreements are hereby approved by the Court, and the Court hereby adopts their terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section VI.F.1 of the Global Agreement, governed by the rules and procedures of the Court.

9. The Parties have satisfied the Conditions to Effectiveness of Agreement set forth in Section II.B of the Washington Agreement as follows:

- a. The Enforcement Committee and the Settling Distributors executed the Enforcement Committee Agreement by June 1, 2022.
- b. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington became Participating Subdivisions by September 23, 2022.

10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Global Agreement and the Release set forth in Sections XI.A, F, and G of the Global Agreement, as follows:

- a. The Attorney General of the State exercised the fullest extent of his or her powers to release the Settling Distributors and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "*AG Release*").
- b. The Settling Distributors have determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreements.
- c. The Participation Form for each Initial Participating Subdivision in the State has been delivered to the Settling Distributors. As stated in the Participation Form, and for the avoidance of doubt, nothing in the Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the

Agreements to which the Participating Subdivisions agree. As stated in the Participation Form, to the extent the executed version of the Participation Form differs from the Global Agreement in any respect, the Global Agreement controls.

- d. Pursuant to Section VIII.B of the Global Agreement, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against the Settling Distributors and the Released Entities.

11. Release. The Parties acknowledge that the AG Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreements and the AG Release and without limitation and to the maximum extent of the power of the State's Attorney General, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreements. Pursuant to the Agreements and the AG Release and to the maximum extent of the State's power, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking

money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section XI of the Global Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreements and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreements and AG Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreements.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreements.

15. No Admission of Liability. The Settling Distributors are consenting to this Judgment solely for the purpose of effectuating the Agreements, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which the Settling Distributors expressly deny. None of the Settling Distributors or any other Released Entity admits that it caused or contributed to any public nuisance, and none of the Settling Distributors or any other Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by the Settling Distributors or any other Released Entity. The Parties acknowledge that payments made under the Agreements are not a fine, penalty, or payment in lieu thereof and are properly characterized as described in Section V.F of the Global Agreement.

16. No Waiver. This Judgment is entered based on the Agreements without adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of any Settling Distributor's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreements.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section VI.A of the Global Agreement. Except as expressly provided in the Agreements, no portion of the Agreements or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any perceived violations of the Agreements or this Judgment. No Settling State, including the State of Washington, may assign or otherwise convey any right to enforce any provision of the Agreements.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Settling Distributors or binding on the Settling Distributors in any respect other than in connection with the enforcement of this Judgment or the Agreements. For the avoidance of doubt, nothing herein shall prohibit a Settling Distributor from entering this Judgment or the Agreements into evidence in any litigation or arbitration concerning (1) a Settling Distributor's right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreements and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreements or this Judgment, and no act required to be performed pursuant to the Agreements or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreements were negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreements are incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreements.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section VI.F.1 of the Global Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreements.

22. Successors and Assigns. This Judgment is binding on each of the Settling Distributor's successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and the Settling Distributors, or as provided for in Section XIV.U of the Global Agreement.

So ORDERED this _____ day of _____ 2022.

THE HONORABLE JUDGE MICHAEL. R. SCOTT

APPROVED, AGREED TO AND PRESENTED BY:

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Attorney General

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Corporation*

DECLARATION OF SERVICE

I declare that I caused a copy of the foregoing document to be electronically served using the Court's Electronic Filing System, which will serve a copy of this document upon all counsel of record.

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DATED ____ day of _____ 2022, at Seattle, Washington.

s/
ANDREW R.W. HUGHES, WSBA No. 49515

Exhibit H Distributor Global Settlement Agreement

This document is not attached due to its size. The document can be found here: <https://agportal-s3bucket.s3.amazonaws.com/DistributorsSettlement/National%20Distributor%20Settlement.pdf>

EXHIBIT 2
Subdivision Settlement Participation Form
(Exhibit F of the Distributors Settlement)

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3
One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
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Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

EXHIBIT 4
Non-Exhaustive List of Expenditures that Qualify as Opioid Remediation
(Exhibit E of the Global Settlement)

EXHIBIT E**List of Opioid Remediation Uses****Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

**A. NALOXONE OR OTHER FDA-APPROVED DRUG TO
REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

**B. MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Staff Report: 120-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Award of Lodging Tax Grants for 2022

Key Points

- The City collects a 4% lodging tax on hotel and motel room nights. These funds can be used by municipalities and community organizations and for the purpose of supporting tourism-related events, activities, and facilities. Of the 4%, 2% is dedicated to tourism related projects such as the lodging tax grant program and funding Visit Vancouver's tourism activities. The remaining 2% is dedicated to debt service and capital improvements for the downtown Hotel/Convention Center.
- For 2022, \$125,000 was originally dedicated to lodging tax grants. On August 15, Council approved \$100,543 in lodging tax grants. A second round of grants was opened for \$25,000.
- The City's Lodging Tax Advisory Committee, which is required by state regulations to expend the funds, reviewed applications for lodging tax funds and is making recommendations to the City Council.
- Council is being asked to approve the Lodging Tax Advisory Committee's recommendation to allocate a total of \$25,000 to two grants, as set forth in Exhibit A, for an updated total of \$125,543 dedicated to lodging tax grant awards for 2022.

Strategic Plan Alignment

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors

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

Present Situation

RCW 67.28.180 allows municipalities to impose a 4% lodging tax on stays of less than 30 days at hotels, motels, campgrounds, bed and breakfasts and RV parks. Those funds can only be used for tourism-related projects, events and facilities. Vancouver increased its lodging tax from 2% to

4% in 1998 with the second 2% dedicated to debt service and capital improvements for the downtown Hotel/Convention Center. The original 2% continued to be used to fund other tourism related projects. One of the impacts of the recession was that from 2009-2016, all of Vancouver's lodging tax funds were allocated to support the downtown Hotel/Convention Center.

For 2022, the City dedicated \$125,000 to be made available for grants for other tourism-related projects. The RCW requires that to expend lodging tax funds, municipalities must appoint a Lodging Tax Advisory Committee, comprising equal numbers of lodging tax generators and potential lodging tax recipients, who will make recommendations on proposed expenditures to the City Council.

For the first round of grants in 2022, the Council approved \$100,543 in grants on August 15, 2022. The City then reopened the program to allocate an additional \$25,000. The Lodging Tax Advisory Committee met on 9/6/2022 and recommended that an additional \$25,000 be awarded and allocated to two grants, as set forth in Exhibit A.

Per state regulations, the City Council only may approve awards to candidates recommended by the Lodging Tax Advisory Committee and only at the amount recommended unless Council submits its change in the amount to the LTAC for comment. All approved grant recipients must enter into a professional services agreement with the City.

Advantage(s)

Grant funds will support tourism-related events, activities and facilities that help strengthen Vancouver's appeal to day and overnight visitors.

Disadvantage(s)

None

Budget Impact

The 2022 budget contains the appropriation sufficient to cover grants for the second round of lodging tax funds.

Prior Council Review

None

Action Requested

On September 12, 2022, adopt a resolution approving the 2022 Lodging Tax Grants as recommended by the Lodging Tax Advisory Committee, for an updated total of \$125,543 dedicated to lodging tax grant awards for 2022, and authorize the City Manager or their designee to execute professional services agreements with the grant recipients.

Teresa Brum, Deputy Economic Development Director, 360-487-7949

ATTACHMENTS:

- ▢ Resolution
- ▢ Exhibit A

9/6/2022

RESOLUTION NO. _____

A RESOLUTION relating to the award of lodging tax grant funds for the Lodging Tax Advisory Committee 2022 Round Two Grants as recommend by the City Council appointed Lodging Tax Advisory Committee.

WHEREAS, RCW 67.28.180 and 67.28.181 allow municipalities to impose a lodging tax of up to 4% on overnight stays in a lodging establishment such as a hotel, motel, bed and breakfast facility, or campground; and

WHEREAS, funds collected through the lodging tax can be used for the purpose of supporting tourism promotion, including but not limited to events, activities and facilities designed to increase tourism; and

WHEREAS, RCW 67.28.1816 and 67.28.1817 require that in order to expend lodging tax funds, municipalities appoint a Lodging Tax Advisory Committee, comprised of equal numbers of lodging tax generators and potential lodging tax recipients, who will make recommendations on proposed expenditures to the City Council; and

WHEREAS, the City solicited lodging tax grant proposals from interested parties which were reviewed by the Lodging Tax Advisory Committee in order to provide the City Council recommendations on grant funding to support tourism promotion.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in the Lodging Tax Advisory Committee 2022 Round Two Grant Recommendations attached hereto as Exhibit “A”, the recipients are hereby awarded grants for tourism related events, activities and facilities.

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

ADOPTED at regular session of the Council of the City of Vancouver, on this 12th day of September 2022.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Jonathan Young, City Attorney

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2022 ROUND 2 GRANT RECOMMENDATIONS

Project Name	Project Description	Organization Name	Amount Requested	LTAC Recommended
APPLETREE Marathon, Half Marathon & Sunset 5K Event	The only Boston Qualifying marathon in Vancouver. A fundraiser for PAL and other nonprofits. New features include a Relay for First Responders, Bouncy house and tents.	WHY Community nonprofit	\$21,250	\$20,000
You Stay, We Pay Program	New program to distribute \$75 local gift certificates from the Chamber's Grow the 360 program to guests staying a minimum of 2 nights.	Vancouver Chamber of Commerce	\$25,000	\$5,000

\$46,250

\$25,000



Item #13.

TO: Mayor and City Council

FROM: Council Committee 1 (Hansen, Paulsen and Perez)

DATE: 9/12/2022

SUBJECT Nomination for Appointment to the Fort Vancouver Regional Library District Board

Present Situation

The Fort Vancouver Regional Library Board is the governing body for the library district and oversees the library system, the service area of which includes the City of Woodland and Clark, Klickitat, and Skamania counties. The City of Vancouver has two representatives on the board.

After a recent set of interviews, Council Committee 1 nominated a candidate for appointment to this Public Health Advisory Council and that candidate had to step-down. Due to the close proximity of those interviews and the need to re-nominate a candidate, Council Committee 1 chose to recommend the nomination of a second, qualified candidate, Vikram Kotwani. This recommendation will be forwarded to the Clark County Board of Commissioners, after which the appointment is contingent upon approval by the Clark, Klickitat and Skamania boards of commissioners.

Action Requested

Nominate Vikram Kotwani to the Fort Vancouver Regional Library Board of Trustees, mid-term beginning immediately and ending December 31, 2023.

Council Committee 1

ATTACHMENTS:



TO: Mayor and City Council

FROM: Council Committee 1 (Hansen, Paulsen and Perez)

DATE: 9/12/2022

SUBJECT Appointment to the Urban Forestry Commission

Present Situation

The UFC is an active working group that helps plan and implement tree events, build neighborhood association relationships, support public education, and plan community recognition programs related to appreciation of our community's trees.

The commission's advisory role includes reviewing and informing Vancouver's urban forestry policies and regulations, assisting with updating the Urban Forestry program's work plan, and administering the Heritage Tree Program, Arbor Day recognition and awards programs.

Committee 1 interviewed six applicants, including one incumbent, for three vacancies and recommends the reappointment of Clif Barnes, with a term beginning immediately and expiring June 30, 2026; the appointment of Jeff Kessenich with a term beginning immediately and expiring June 30, 2023; and the appointment of Khanh Tran with a term beginning immediately and expiring June 30, 2026.

Action Requested

Reappoint Clif Barnes and appoint Khanh Tran to the Urban Forestry Commission, terms beginning immediately and expiring June 30, 2026; appoint Jeff Kessenich to the Urban Forestry Commission with a term beginning immediately and expiring June 30, 2023.

Council Committee 1

ATTACHMENTS:

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:

\$ 31,656,772.31 this 12th day of September 2022.

DocuSigned by:

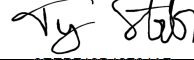


0000B0000E05421...
MAYOR



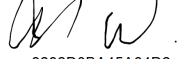
AUDITING OFFICER

DocuSigned by:



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COUNCILMEMBER

DocuSigned by:



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COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 8, 2022 - September 4, 2022	Accounts Payable Checks (see attached)	\$ 24,061,914.54
August 8, 2022 - September 4, 2022	Hansen City Payments (see attached)	\$ 494,211.65
August 8, 2022 - September 4, 2022	Visa Refunds (see attached)	\$ 18,178.10
August 8, 2022 - September 4, 2022	Payroll Checks (see attached)	\$ 7,082,468.02
TOTAL		\$ 31,656,772.31

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	8/2/2022	106,695.12	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	8/8/2022	179,826.55	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/8/2022	316.41	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	8/8/2022	16,539.25	Washington Dental Service	
Procurement Card Payment	Manual Wire	No Reference	8/10/2022	454,676.87	CoV JPM Procurement Card	
Supplier Payment	Manual Wire	No Reference	8/10/2022	413,017.12	Fidelity National Title Co of Washington	
Supplier Payment	Manual Wire	No Reference	8/10/2022	6,080.58	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	8/10/2022	282,577.43	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	8/10/2022	344.42	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire	No Reference	8/10/2022	683.00	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	8/10/2022	50,892.24	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	8/10/2022	758,650.01	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	8/10/2022	968.82	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	8/10/2022	24,710.71	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	8/10/2022	5,676.40	Washington SDU	
Supplier Payment	Manual Wire	No Reference	8/10/2022	20,000.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	8/10/2022	18,540.08	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	8/11/2022	1,068,761.02	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	8/11/2022	16.05	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	8/11/2022	88,755.37	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire	No Reference	8/11/2022	963.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	8/12/2022	8,230.46	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	8/12/2022	88,130.03	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/12/2022	34,535.45	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	8/12/2022	965.20	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	8/15/2022	289,920.61	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/15/2022	77,096.20	Sun Life Assurance Company of Canada	
Supplier Payment	Manual Wire	No Reference	8/15/2022	17,303.00	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	8/16/2022	143.45	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	8/16/2022	334,242.12	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire	No Reference	8/16/2022	5,591.85	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	8/17/2022	696,642.14	Clark County - Remit-To: Clark County - Treasurer	
Supplier Payment	Manual Wire	No Reference	8/17/2022	59,296.11	Vancouver	
Supplier Payment	Manual Wire	No Reference	8/17/2022	59,296.11	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire	No Reference	8/18/2022	112,635.91	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire	No Reference	8/18/2022	1,221.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	8/19/2022	405.02	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	8/22/2022	230,915.56	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/22/2022	23,135.30	Washington Dental Service	
Procurement Card Payment	Manual Wire	No Reference	8/24/2022	44,898.01	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	8/25/2022	6,109.59	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	8/25/2022	236,496.34	ICMA Corp	

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	8/25/2022	99,437.03	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire	No Reference	8/25/2022	683.00	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	8/25/2022	1,086.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	8/25/2022	51,878.75	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	8/25/2022	846.18	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	8/25/2022	24,665.71	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	8/25/2022	5,780.89	Washington SDU	
Supplier Payment	Manual Wire	No Reference	8/25/2022	20,000.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	8/25/2022	18,160.05	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	8/26/2022	1,023,314.77	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	8/26/2022	371,948.57	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	8/29/2022	8,230.46	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	8/29/2022	171,036.17	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/29/2022	38,479.99	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	8/29/2022	17,972.90	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	9/1/2022	3,098.51	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	9/1/2022	757,672.11	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	9/2/2022	65,026.31	Liberty Mutual Group Inc.	
			Manual Wire Total	8,445,921.20		
Supplier Payment	EFT	EFT-00158293	8/10/2022	24,797.20	IAFF Local #452	
Supplier Payment	EFT	EFT-00158294	8/10/2022	134.72	Legal Shield	
Supplier Payment	EFT	EFT-00158295	8/10/2022	10,215.11	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00158296	8/10/2022	13,236.74	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00158297	8/10/2022	950.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00158311	8/11/2022	3,055.37	Fire Systems West	
Supplier Payment	EFT	EFT-00158312	8/11/2022	2,092.44	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00158313	8/11/2022	45,570.04	Share Inc	
Supplier Payment	EFT	EFT-00158314	8/11/2022	4,116.04	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00158315	8/11/2022	95.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00158316	8/11/2022	5,870.88	C & R Tractor & Landscape Supply	
Supplier Payment	EFT	EFT-00158317	8/11/2022	292,906.00	Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00158318	8/11/2022	11,253.23	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00158319	8/11/2022	1,801.10	Granite Construction Company	
Supplier Payment	EFT	EFT-00158320	8/11/2022	197.40	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00158321	8/11/2022	5,222.05	Restored and Revived	
Supplier Payment	EFT	EFT-00158322	8/11/2022	40.73	Ziply Fiber	
Supplier Payment	EFT	EFT-00158323	8/11/2022	3,802.33	Emerald Services Inc	
Supplier Payment	EFT	EFT-00158324	8/11/2022	8,652.71	JH Kelly, LLC	
Supplier Payment	EFT	EFT-00158325	8/11/2022	4,897.87	Second Step Housing	
Supplier Payment	EFT	EFT-00158326	8/11/2022	1,645.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00158327	8/11/2022	491,471.45	Kirby Nagelhout Construction Company	
Supplier Payment	EFT	EFT-00158328	8/11/2022	964.57	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00158329	8/11/2022	25,961.80	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00158330	8/11/2022	4,602.57	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00158331	8/11/2022	4,321.58	New Life Friends Church	

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	EFT	EFT-00158332	8/11/2022	387,641.30	Blackline Inc	
Supplier Payment	EFT	EFT-00158333	8/11/2022	8,837.79	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00158334	8/11/2022	1,884.02	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00158392	8/18/2022	747,048.48	Rotschy Inc	
Supplier Payment	EFT	EFT-00158393	8/18/2022	278,653.68	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00158394	8/18/2022	19,031.25	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00158395	8/18/2022	5,026.04	Tapani Inc	
Supplier Payment	EFT	EFT-00158396	8/18/2022	1,344,883.03	Doolittle Acquisitions	
Supplier Payment	EFT	EFT-00158397	8/18/2022	500,064.04	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00158398	8/18/2022	706,047.92	Operations Management International Inc	
Supplier Payment	EFT	EFT-00158399	8/18/2022	2,686.46	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00158400	8/18/2022	3,481.05	Sonic Boom Wellness LLC	
Supplier Payment	EFT	EFT-00158401	8/18/2022	240,099.57	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00158402	8/18/2022	410.13	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00158403	8/18/2022	6,750.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00158404	8/18/2022	2,142.50	Del Sol Inc	
Supplier Payment	EFT	EFT-00158405	8/18/2022	103,673.04	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00158406	8/18/2022	19,369.88	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00158407	8/18/2022	40.73	Ziply Fiber	
Supplier Payment	EFT	EFT-00158408	8/18/2022	7,550.00	The Gunter Group LLC	
Supplier Payment	EFT	EFT-00158409	8/18/2022	4,000.00	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00158410	8/18/2022	726.18	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00158411	8/18/2022	185.00	ROP Consulting Inc	
Supplier Payment	EFT	EFT-00158412	8/18/2022	83,687.49	Cat Works LLC	
Supplier Payment	EFT	EFT-00158413	8/18/2022	1,784.86	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00158414	8/18/2022	852.16	Emerald Services Inc	
Supplier Payment	EFT	EFT-00158415	8/18/2022	4,366.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00158416	8/18/2022	901,984.86	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00158417	8/18/2022	1,764.51	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00158418	8/18/2022	1,565,429.53	Granite Construction Company	
Supplier Payment	EFT	EFT-00158419	8/18/2022	24,106.44	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00158420	8/25/2022	24,694.30	IAFF Local #452	
Supplier Payment	EFT	EFT-00158421	8/25/2022	134.72	Legal Shield	
Supplier Payment	EFT	EFT-00158422	8/25/2022	13,236.74	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00158423	8/25/2022	950.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00158424	8/25/2022	10,158.79	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00160220	8/25/2022	5,816.32	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00160221	8/25/2022	18,176.50	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00160222	8/25/2022	1,642.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00160223	8/25/2022	8,680.87	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00160224	8/25/2022	16,442.40	EGM, Inc.	
Supplier Payment	EFT	EFT-00160225	8/25/2022	466.74	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00160226	8/25/2022	2,113.58	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00160227	8/25/2022	13,794.77	Columbia West Engineering	
Supplier Payment	EFT	EFT-00160228	8/25/2022	13,211.25	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00160229	8/25/2022	3,068.26	Living Hope Church	
Supplier Payment	EFT	EFT-00160230	8/25/2022	582.00	Purple Communications Inc	
Supplier Payment	EFT	EFT-00160231	8/25/2022	557.50	ROP Consulting Inc	

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Supplier Payment	EFT	EFT-00160232	8/25/2022	15,682.53	Greater Vancouver Chamber of Commerce	
Supplier Payment	EFT	EFT-00160233	8/25/2022	57,472.00	Angelo Property Co., LP - Remit-To: Angelo Property Co., LP	
Supplier Payment	EFT	EFT-00160234	8/25/2022	88,441.94	Cat Works LLC	
Supplier Payment	EFT	EFT-00160235	8/25/2022	2,007.25	Fire Systems West	
Supplier Payment	EFT	EFT-00160236	8/25/2022	338.80	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00160237	8/25/2022	19,576.52	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00160238	8/25/2022	9,759.08	ConvergeOne Inc	
Supplier Payment	EFT	EFT-00160239	8/25/2022	7,612.43	Council for the Homeless	
Supplier Payment	EFT	EFT-00160240	8/25/2022	2,475.90	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00160241	8/25/2022	69,152.37	Outsiderinn.org	
Supplier Payment	EFT	EFT-00160242	8/25/2022	191,159.45	Operations Management International Inc	
Supplier Payment	EFT	EFT-00160243	8/25/2022	786,447.96	Tapani Inc	
Supplier Payment	EFT	EFT-00160244	8/25/2022	123,473.20	Insituform Technologies, LLC	
Supplier Payment	EFT	EFT-00160245	8/25/2022	19,739.23	McDonald Excavating Inc	
Supplier Payment	EFT	EFT-00160246	8/25/2022	18,608.39	Otak Inc	
Supplier Payment	EFT	EFT-00160247	8/25/2022	49,400.55	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00160248	8/25/2022	20,490.25	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00160249	8/25/2022	5,045.00	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00160381	9/1/2022	272,080.34	McDonald Excavating Inc	
Supplier Payment	EFT	EFT-00160382	9/1/2022	540.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00160383	9/1/2022	22,753.24	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00160384	9/1/2022	4,774.00	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00160385	9/1/2022	65,294.18	Granite Construction Company	
Supplier Payment	EFT	EFT-00160386	9/1/2022	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00160387	9/1/2022	8,356.00	Sequence Graphics LLC - Remit-To: Sequence Graphics	
Supplier Payment	EFT	EFT-00160388	9/1/2022	15,384.36	Fehr & Peers	
Supplier Payment	EFT	EFT-00160389	9/1/2022	6,353.00	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00160390	9/1/2022	864,578.82	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00160391	9/1/2022	27,340.05	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00160392	9/1/2022	22,785.02	Share Inc	
Supplier Payment	EFT	EFT-00160393	9/1/2022	23,607.28	Metereaders LLC	
Supplier Payment	EFT	EFT-00160394	9/1/2022	21,051.25	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00160395	9/1/2022	239,069.55	Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00160396	9/1/2022	39,510.87	Living Hope Church	
Supplier Payment	EFT	EFT-00160397	9/1/2022	19,691.12	Evoqua Water Technologies LLC	
			EFT Total	11,217,344.58		
Expense Payment	Direct Deposit	EFT-00158302	8/11/2022	72.00	Michelle Bresee	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00158303	8/11/2022	79.03	Patrick Moore	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00158304	8/11/2022	725.09	Aman Singh	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00158305	8/11/2022	237.04	Stephanie Obotette	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00158306	8/11/2022	88.50	Zachary Allred	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00158307	8/11/2022	198.50	Stephen Kesler-Marosi	Travel Advance

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Cash Advance Payment	Direct Deposit	EFT-00158308	8/11/2022	168.75	Jacob Mahan	Travel Advance
Expense Payment	Direct Deposit	EFT-00158309	8/11/2022	10.00	Tommy Razo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00158310	8/11/2022	125.00	Norman Ballhorn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00158381	8/18/2022	192.35	Ty Stober	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00158382	8/18/2022	239.38	Eric Holmes	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00158383	8/18/2022	546.00	Todd Schwartz	Travel Advance
Expense Payment	Direct Deposit	EFT-00158384	8/18/2022	136.00	Julian Doane	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00158385	8/18/2022	88.50	Julie Patterson	Travel Advance
Expense Payment	Direct Deposit	EFT-00158386	8/18/2022	743.18	Lon Pluckhahn	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00158387	8/18/2022	168.75	Dan Zenger	Travel Advance
Expense Payment	Direct Deposit	EFT-00158388	8/18/2022	147.50	James Dewey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00158389	8/18/2022	1,489.94	Tara Erickson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00158390	8/18/2022	173.09	Bradley French	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00158391	8/18/2022	21.70	Jenn Amadeo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160205	8/25/2022	7.38	Lonny Klugman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160206	8/25/2022	340.00	Mark Person	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160207	8/25/2022	52.00	Mayra Cardenas	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00160208	8/25/2022	160.00	James Dewey	Travel Advance
Expense Payment	Direct Deposit	EFT-00160209	8/25/2022	43.39	Julie Ballou	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00160210	8/25/2022	111.00	Darren McShea	Travel Advance
Expense Payment	Direct Deposit	EFT-00160211	8/25/2022	100.00	Justin Box	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00160212	8/25/2022	111.00	Olga Dacy	Travel Advance
Expense Payment	Direct Deposit	EFT-00160213	8/25/2022	131.66	Matt Hoover	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00160214	8/25/2022	111.00	Amanda Cestnik	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00160215	8/25/2022	197.50	Travis Brown	Travel Advance
Expense Payment	Direct Deposit	EFT-00160216	8/25/2022	542.23	Joseph Graaff	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160217	8/25/2022	95.98	Timothy Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160218	8/25/2022	100.00	James Dewey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160219	8/25/2022	9.96	John Janisch	Employee Reimbursement

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Cash Advance Payment	Direct Deposit	EFT-00160369	9/1/2022	111.00	Stefania Hicban	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00160370	9/1/2022	111.00	Katherine Nye	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00160371	9/1/2022	310.50	Brian Schaffer	Travel Advance
Expense Payment	Direct Deposit	EFT-00160372	9/1/2022	9.31	Lisa Petersen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160373	9/1/2022	270.40	Julie Ballou	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160374	9/1/2022	152.69	Jose Huertos-Amaro	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160375	9/1/2022	105.00	Patricia Thompson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160376	9/1/2022	30.00	Todd Schwartz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160377	9/1/2022	650.00	James Dewey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160378	9/1/2022	120.78	Aaron Lande	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160379	9/1/2022	37.25	Alekz Wokal	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00160380	9/1/2022	61.00	Owen Bacon	Employee Reimbursement
			Direct Deposit Total	9,732.33		
Supplier Payment	Check	5265	8/10/2022	7,283.49	Aflac	
Supplier Payment	Check	5266	8/10/2022	4,905.13	AFSCME Local #307	
Supplier Payment	Check	5267	8/10/2022	700.00	IAM Local #1374	
Supplier Payment	Check	5268	8/10/2022	8,322.40	Life Insurance Company of North America	
Supplier Payment	Check	5269	8/10/2022	475.00	MFS Service Center Inc	
Supplier Payment	Check	5270	8/10/2022	3,856.06	OPEIU Local #11	
Supplier Payment	Check	5271	8/10/2022	672.00	Teamsters Local #58	
Supplier Payment	Check	5272	8/10/2022	280.00	UA Local #290	
Supplier Payment	Check	5273	8/10/2022	3,096.30	Western Conference of Teamsters	
Supplier Payment	Check	5274	8/10/2022	903.90	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	5275	8/10/2022	319.01	Alicea,Harry or Kaylah	Utility Refunds: 0139000590-05
Ad Hoc Payment	Check	5276	8/10/2022	106.14	Amanda Royse or The Estate of Jason M Royse	Utility Refunds: 0141005538-06
Ad Hoc Payment	Check	5277	8/10/2022	159.00	Anastasiya or Tyler Gerig	Utility Refunds: 0500001750-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5278	8/10/2022	137.61	Andy Henriquez or Jeanette Delgado	Utility Refunds: 0500003940-02
Ad Hoc Payment	Check	5279	8/10/2022	91.73	Bennett,Jeremy or Rochelle	Utility Refunds: 0500003363-02
Ad Hoc Payment	Check	5280	8/10/2022	351.44	Biver,Jennifer	Utility Refunds: 0500001293-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5281	8/10/2022	27.90	Blue Key Property Mngmnt Inc	Utility Refunds: 0500004147-02
Ad Hoc Payment	Check	5282	8/10/2022	105.00	Bonnie Keller	Utility Refunds: 0500001766-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5283	8/10/2022	151.11	Boose,Karen or Timothy	Utility Refunds: 0067049511-08
Ad Hoc Payment	Check	5284	8/10/2022	6.00	Catedral Tapatia Restaurant	REFUND - CIVICGOV cust. dup payment Inv. #77041810
Ad Hoc Payment	Check	5285	8/10/2022	807.17	Charnpreet or Prabhjot Sohi	Utility Refunds: 0156003372-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5286	8/10/2022	21.91	Christopher Fischer Williams	Utility Refunds: 0500001860-02
Ad Hoc Payment	Check	5287	8/10/2022	170.00	Christopher or Taylor Kainu	Utility Refunds: 0500002550-02
Ad Hoc Payment	Check	5288	8/10/2022	2,299.00	Classic Home Creations LLC	LUP-82681

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Ad Hoc Payment	Check	5289	8/10/2022	294.10	Cobb,Peggy	Utility Refunds: 0147004008-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5290	8/10/2022	189.00	Combs,Josephine M	Utility Refunds: 0500001677-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5291	8/10/2022	84.36	Conservice REO Utilities	Utility Refunds: 0133003400-06
Ad Hoc Payment	Check	5292	8/10/2022	199.00	Creekside Homes Inc	Utility Refunds: 0138001734-03
Ad Hoc Payment	Check	5293	8/10/2022	147.60	Dragoo,Diane	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	5294	8/10/2022	25.69	Dreier,Jason	Utility Refunds: 0139000240-03
Ad Hoc Payment	Check	5295	8/10/2022	72.86	Dr Horton Inc Portland	Utility Refunds: 0500004126-01
Ad Hoc Payment	Check	5296	8/10/2022	75.48	Dutton,Shauna or Corey	Utility Refunds: 0500001103-02
Ad Hoc Payment	Check	5297	8/10/2022	61.47	Elevate NW Electric	MPE-319232
Ad Hoc Payment	Check	5298	8/10/2022	20.88	Eric or Desha Sorlien	Utility Refunds: 0500001879-02
Ad Hoc Payment	Check	5299	8/10/2022	67.74	Garrett Sign Company Inc	REFUND - Parking Cust. Cxl COV11331
Ad Hoc Payment	Check	5300	8/10/2022	149.18	Gilliland,Frances	Utility Refunds: 0139000500-01
Ad Hoc Payment	Check	5301	8/10/2022	48.61	Glavin,Teighlor	Utility Refunds: 0500003328-02
Ad Hoc Payment	Check	5302	8/10/2022	530.70	Grove at 58th Home Owners Association	Utility Refunds: 0500004319-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5303	8/10/2022	25.53	Hamel,Marquam or Brittany	Utility Refunds: 0500002525-02
Ad Hoc Payment	Check	5304	8/10/2022	124.06	Harrison Hapgood or Marissa Curtis	Utility Refunds: 0163001232-02
Ad Hoc Payment	Check	5305	8/10/2022	43.93	Hartley,Nicholas or Jenna	Utility Refunds: 0141004404-04
Ad Hoc Payment	Check	5306	8/10/2022	108.81	Haskett,Gary or Linda	Utility Refunds: 0087010109-01
Ad Hoc Payment	Check	5307	8/10/2022	91.89	Heflin,Kenneth	Utility Refunds: 0067049511-08
Ad Hoc Payment	Check	5308	8/10/2022	40.11	Hinz,Harrison or Madison	Utility Refunds: 0161000670-03
Ad Hoc Payment	Check	5309	8/10/2022	571.44	HPT IHG 2 Properties Trust	Utility Refunds: 0082040005-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5310	8/10/2022	176.54	Hubbard,Johnathan	Utility Refunds: 0064067800-23
Ad Hoc Payment	Check	5311	8/10/2022	78.69	Hunt,Ashley or Austin	Utility Refunds: 0500002931-02
Ad Hoc Payment	Check	5312	8/10/2022	150.84	Hunter-Davissn, Inc.	MPE-320082
Ad Hoc Payment	Check	5313	8/10/2022	287.78	Iris Cheng or Michael Lin	Utility Refunds: 0140004671-03
Ad Hoc Payment	Check	5314	8/10/2022	114.78	Jacob Gosselin or Ajia Holmes	Utility Refunds: 0500004304-02
Ad Hoc Payment	Check	5315	8/10/2022	415.00	JAMIELYN SANTOS	Replacement check for check #18427
Ad Hoc Payment	Check	5316	8/10/2022	35.85	Joseph or Kaitlin Broders	Utility Refunds: 0500001767-01
Ad Hoc Payment	Check	5317	8/10/2022	102.03	Kiernan,Delmar or Paulette	Utility Refunds: 0500001026-02
Ad Hoc Payment	Check	5318	8/10/2022	162.92	Kilbourne,Andrew	Utility Refunds: 0151002040-04
Ad Hoc Payment	Check	5319	8/10/2022	119.00	Kurkowski,Elizabeth or Kiel	Utility Refunds: 0500001097-02
Ad Hoc Payment	Check	5320	8/10/2022	37.95	Lagomarsino,Jeremy or Michele	Utility Refunds: 0137007036-04
Ad Hoc Payment	Check	5321	8/10/2022	72.58	Laura King	REFUND - Parking Cust. Cxl COV11999
Ad Hoc Payment	Check	5322	8/10/2022	190.38	MAJ Place BP LLC	Utility Refunds: 0500004009-01
Ad Hoc Payment	Check	5323	8/10/2022	201.89	MAJ Place BP LLC	Utility Refunds: 0500004010-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5324	8/10/2022	77.60	Makovsky,Gene or Yvanna	Utility Refunds: 0154000902-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5325	8/10/2022	35.22	Manor Homes Washington Inc	Utility Refunds: 0500003649-01
Ad Hoc Payment	Check	5326	8/10/2022	169.58	Marquez,David	Utility Refunds: 0500003383-02
Ad Hoc Payment	Check	5327	8/10/2022	98.34	Miller's Heating & Air	MPE-325349
Ad Hoc Payment	Check	5328	8/10/2022	64.80	Moore,Kellie	Utility Refunds: 0500003107-02
Ad Hoc Payment	Check	5329	8/10/2022	215.32	Mullen Polk Foundation	REFUND - Parking Cust. Cxl COV10945
Ad Hoc Payment	Check	5330	8/10/2022	23.16	Natalya Velasquez or Maksim Fursov	Utility Refunds: 0500003483-02
Ad Hoc Payment	Check	5331	8/10/2022	49.69	Nelson,Allison	Utility Refunds: 0135001020-03
Ad Hoc Payment	Check	5332	8/10/2022	60.00	Oneel,LaJeanne	Utility Refunds: 0139239200-02
Ad Hoc Payment	Check	5333	8/10/2022	84.99	Ostlund,Miriah	Utility Refunds: 0146003318-03

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Ad Hoc Payment	Check	5334	8/10/2022	26.15	Pahlisch Homes at Austin Heritage LLC	Utility Refunds: 0500003193-01
Ad Hoc Payment	Check	5335	8/10/2022	69.64	Pahlisch Homes at Austin Heritage LLC	Utility Refunds: 0500003336-01
Ad Hoc Payment	Check	5336	8/10/2022	30.00	Peacock Manor LLC	Utility Refunds: 0500002124-01
Ad Hoc Payment	Check	5337	8/10/2022	88.00	Peterson,Marie or Tod	Utility Refunds: 0500002804-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5338	8/10/2022	138.04	Pollard,Candus	Utility Refunds: 0105006200-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5339	8/10/2022	61.47	Precision Air LLC	MPE-325093
Ad Hoc Payment	Check	5340	8/10/2022	61.47	Precision Air LLC	MPE-325092
Ad Hoc Payment	Check	5341	8/10/2022	128.87	Ravyn C Boger Special Needs Trust	Utility Refunds: 0135002510-02
Ad Hoc Payment	Check	5342	8/10/2022	3,438.01	Realpage Inc	Utility Refunds: 0414066088-06
Ad Hoc Payment	Check	5343	8/10/2022	55.00	Richard Giles	
Ad Hoc Payment	Check	5344	8/10/2022	500.00	Robert Rosenthal	Claim Payment - DOL: 06/08/22 - Risk
Ad Hoc Payment	Check	5345	8/10/2022	223.00	Ron or Marlene Fraser	Utility Refunds: 0147025000-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5346	8/10/2022	219.26	Rose,Robin	Utility Refunds: 0152002043-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5347	8/10/2022	52.30	Scotts Knoll HOA	Utility Refunds: 0500002454-01
Ad Hoc Payment	Check	5348	8/10/2022	833.81	Second Step Housing	Utility Refunds: 0500004319-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5349	8/10/2022	81.60	Seeds of Greatness Ministries	LUP-82670
Ad Hoc Payment	Check	5350	8/10/2022	38.12	Silvia Aguayo or Angel Mayorga	Utility Refunds: 0141005593-03
Ad Hoc Payment	Check	5351	8/10/2022	117.94	Sjogren,Michelle or Timothy	Utility Refunds: 0068004000-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5352	8/10/2022	199.20	Skanska USA Building Inc	Utility Refunds: 0500001948-09
Ad Hoc Payment	Check	5353	8/10/2022	95.20	Smetana,Drew or Deann	Utility Refunds: 0111021036-04
Ad Hoc Payment	Check	5354	8/10/2022	94.23	Smith,Leonie S	Utility Refunds: 0075001016-04
Ad Hoc Payment	Check	5355	8/10/2022	28.84	Songbird Homes LLC	Utility Refunds: 0500004387-01
Ad Hoc Payment	Check	5356	8/10/2022	112.00	SPH Property One LLC	Utility Refunds: 0161015350-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5357	8/10/2022	233.00	Stephen Livingston or Crystal Fugere	Utility Refunds: 0500003009-02
Ad Hoc Payment	Check	5358	8/10/2022	117.91	Strong,David	Utility Refunds: 0141005056-06
Ad Hoc Payment	Check	5359	8/10/2022	68.00	SUSIE ORTIZ	Activity Refund
Ad Hoc Payment	Check	5360	8/10/2022	101.56	The Vic Building Owner LLC	Utility Refunds: 0414100980-02
Ad Hoc Payment	Check	5361	8/10/2022	761.49	The Vic Building Owner LLC	Utility Refunds: 0414100980-02
Ad Hoc Payment	Check	5362	8/10/2022	224.83	Topgyal,Rigzin	Utility Refunds: 0500002036-02
Ad Hoc Payment	Check	5363	8/10/2022	25.23	Tugaw,Mitchell or Kendal	Utility Refunds: 0069024700-11
Ad Hoc Payment	Check	5364	8/10/2022	180.00	Vancouver Taekwondo Academy LLC	REFUND - COVID Surcharge Program UBI #604147114
Ad Hoc Payment	Check	5365	8/10/2022	79.23	Village at Evergreen Landing HOA	Utility Refunds: 0500002479-01
Ad Hoc Payment	Check	5366	8/10/2022	69.64	Weaver,Julie or William	Utility Refunds: 0112000876-02
Ad Hoc Payment	Check	5367	8/10/2022	406.56	Wertanen,Frank or Paula	Utility Refunds: 0500004022-02
Ad Hoc Payment	Check	5368	8/10/2022	45.54	Whitman,Cameron or Gabrielle	Utility Refunds: 0161012310-03
Ad Hoc Payment	Check	5369	8/10/2022	380.00	Zillow Homes Property Trust	Utility Refunds: 0500001724-03
Ad Hoc Payment	Check	5370	8/10/2022	428.92	Zmitrovich,Valeriy or Ereena	Utility Refunds: 0500003892-01
Supplier Payment	Check	5371	8/10/2022	1,303.65	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	5372	8/10/2022	19.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5373	8/10/2022	96.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5374	8/10/2022	77.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	

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<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5375	8/10/2022	77.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5376	8/10/2022	5,200.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	5377	8/10/2022	62,740.12	Alpine Products Inc	
Supplier Payment	Check	5378	8/10/2022	105.00	Amex Products Inc	
Supplier Payment	Check	5379	8/10/2022	142.78	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	5380	8/10/2022	8,524.61	AT & T Mobility II LLC	
Supplier Payment	Check	5381	8/10/2022	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	5382	8/10/2022	782.01	Bounce-N-Battle LLC	
Supplier Payment	Check	5383	8/10/2022	250.00	Bretley Christie	
Supplier Payment	Check	5384	8/10/2022	14,742.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	5385	8/10/2022	285.00	CDS Airbrushing & Coaching LLC	
Supplier Payment	Check	5386	8/10/2022	10,106.52	CECO Inc	
Supplier Payment	Check	5387	8/10/2022	375.47	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	5388	8/10/2022	633.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	5389	8/10/2022	19,530.00	Clark County Gun Club	
Supplier Payment	Check	5390	8/10/2022	4,018.80	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	5391	8/10/2022	18,501.11	Columbia Resource Company	
Supplier Payment	Check	5392	8/10/2022	32.88	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5393	8/10/2022	193.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5394	8/10/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5395	8/10/2022	108.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5396	8/10/2022	18,302.99	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	5397	8/10/2022	6,300.00	Davidson Benefits Planning	
Supplier Payment	Check	5398	8/10/2022	264.00	Dex Media West	
Supplier Payment	Check	5399	8/10/2022	1,322.52	DKS Associates Inc	
Supplier Payment	Check	5400	8/10/2022	813.75	EMS Technology Solutions LLC	
Supplier Payment	Check	5401	8/10/2022	304.00	Evergreen Orchards LLC	
Supplier Payment	Check	5402	8/10/2022	4,053.67	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	5403	8/10/2022	612.28	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	5404	8/10/2022	1,920.00	Geographic Technologies Group	
Supplier Payment	Check	5405	8/10/2022	5,220.80	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	5406	8/10/2022	1,203.88	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	5407	8/10/2022	400.33	J-2 Blueprint Supply Co.	
Supplier Payment	Check	5408	8/10/2022	3,450.00	James Rickerd Day	
Supplier Payment	Check	5409	8/10/2022	31,673.91	KBT Distributing LLC	
Supplier Payment	Check	5410	8/10/2022	10,622.69	Landscape Structures Inc - Remit-To: Landscape Structures Inc	
Supplier Payment	Check	5411	8/10/2022	350.03	Langley's Ace Inc	
Supplier Payment	Check	5412	8/10/2022	7,669.00	Maul Foster & Alongi Inc	
Supplier Payment	Check	5413	8/10/2022	6,569.65	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	

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<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5414	8/10/2022	80,516.77	Northwest Playground Inc	
Supplier Payment	Check	5415	8/10/2022	2,164.32	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	5416	8/10/2022	18,882.13	Owen Equipment Co - Remit-To: Supplier Owen Equipment Co	
Supplier Payment	Check	5417	8/10/2022	9,571.00	Parkeon	
Supplier Payment	Check	5418	8/10/2022	2,855.00	Performance Occupational Health Services, LLC	
Supplier Payment	Check	5419	8/10/2022	2,166.00	Phone Pro Inc	
Supplier Payment	Check	5420	8/10/2022	630.00	Porter W Yett Company	
Supplier Payment	Check	5421	8/10/2022	17,409.98	PPC Solutions Inc	
Supplier Payment	Check	5422	8/10/2022	5,985.00	Professional Development Academy, LLC	
Supplier Payment	Check	5423	8/10/2022	271.26	Shrums Pest Control	
Supplier Payment	Check	5424	8/10/2022	1,341.32	Solid Waste Systems, Inc.	
Supplier Payment	Check	5425	8/10/2022	7.92	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	5426	8/10/2022	127.15	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	5427	8/10/2022	136,801.01	State of Washington Department of Transportation	
Supplier Payment	Check	5428	8/10/2022	136,276.00	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	5429	8/10/2022	46,752.50	Todd Zalk	
Supplier Payment	Check	5430	8/10/2022	120.00	Triangle Resources Inc	
Supplier Payment	Check	5431	8/10/2022	70.95	United Parcel Service	
Supplier Payment	Check	5432	8/10/2022	43,911.08	Wapiti NW LLC	
Supplier Payment	Check	5433	8/10/2022	25,957.22	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	5434	8/10/2022	3,370.04	Western Water Works Supply Co Inc	
Ad Hoc Payment	Check	5435	8/17/2022	418.32	5 Points Apartments	Utility Refunds: 0500004748-01
Ad Hoc Payment	Check	5436	8/17/2022	72.32	5 Points Apartments	Utility Refunds: 0500004752-01
Ad Hoc Payment	Check	5437	8/17/2022	140.00	Almer Living Trust	Utility Refunds: 0020023400-01
Ad Hoc Payment	Check	5438	8/17/2022	54.95	Baker,Gina or Gary	Utility Refunds: 0000008271-02
Ad Hoc Payment	Check	5439	8/17/2022	30.40	Carroll,Micha or Whitney	Utility Refunds: 0500004109-02
Ad Hoc Payment	Check	5440	8/17/2022	34.01	Cicchello,Virginia or Domingo	Utility Refunds: 0070013100-03
Ad Hoc Payment	Check	5441	8/17/2022	51.12	Cortney,Cory C	Utility Refunds: 0070088683-02
Ad Hoc Payment	Check	5442	8/17/2022	107.84	Cosco Fire Protection	FRI-323174
Ad Hoc Payment	Check	5443	8/17/2022	46.75	Dahl,Cynthia	Utility Refunds: 0000007889-04
Ad Hoc Payment	Check	5444	8/17/2022	337.00	Davella,Harley or Kassi	Utility Refunds: 0500003339-02
Ad Hoc Payment	Check	5445	8/17/2022	250.00	Dorothy Joe	Damage deposit refund
Ad Hoc Payment	Check	5446	8/17/2022	79.88	D R Horton Inc	Utility Refunds: 0500005115-01
Ad Hoc Payment	Check	5447	8/17/2022	14,092.00	Earthworks Excavating Services Inc.	SCIP - Inv. #WA74-22
Ad Hoc Payment	Check	5448	8/17/2022	25.35	Four Seasons Terrace HOA	Utility Refunds: 0500002099-01
Ad Hoc Payment	Check	5449	8/17/2022	142.61	FSA II	Utility Refunds: 0500005314-01
Ad Hoc Payment	Check	5450	8/17/2022	546.38	FSA II	Utility Refunds: 0500004748-01
Ad Hoc Payment	Check	5451	8/17/2022	78.49	FSA II	Utility Refunds: 0500004752-01
Ad Hoc Payment	Check	5452	8/17/2022	178.98	Githens,Shannon or Ashley	Utility Refunds: 0000003729-03
Ad Hoc Payment	Check	5453	8/17/2022	4,380.80	Hayes,Lisa	Utility Refunds: 0052053080-06
Ad Hoc Payment	Check	5454	8/17/2022	61.47	Hendrickson HVAC Services	MPE-325410
Ad Hoc Payment	Check	5455	8/17/2022	61.47	Hendrickson HVAC Services	MPE-325537
Ad Hoc Payment	Check	5456	8/17/2022	516.76	Jake Church	Non-Employee Travel Expense Reimburse
Ad Hoc Payment	Check	5457	8/17/2022	85.07	JC Electric, Inc.	MPE-324949

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Ad Hoc Payment	Check	5458	8/17/2022	150.84	Johnson Controls Inc	MPE-324844
Ad Hoc Payment	Check	5459	8/17/2022	62.48	Korniyenko,Michael or Olesya	Utility Refunds: 0500005492-01
Ad Hoc Payment	Check	5460	8/17/2022	34.45	LGI Homes	Utility Refunds: 0500005035-01
Ad Hoc Payment	Check	5461	8/17/2022	86.01	LGI Homes Group LLC	Utility Refunds: 0500005389-01
Ad Hoc Payment	Check	5462	8/17/2022	86.01	LHV LLC	Utility Refunds: 0500005454-01
Ad Hoc Payment	Check	5463	8/17/2022	115.00	Living Hope Church	Damage deposit refund
Ad Hoc Payment	Check	5464	8/17/2022	158.63	Lourdes or Stephen Schrieffer,or Cesar or Maria Catibayan	Utility Refunds: 0097040020-04
Ad Hoc Payment	Check	5465	8/17/2022	11.45	Marvin or Elinor Smith	Utility Refunds: 0042005600-03
Ad Hoc Payment	Check	5466	8/17/2022	116.00	Monje- Sanchez Yurida & Castro Gerardo Valdez	LUP-82697
Ad Hoc Payment	Check	5467	8/17/2022	100.65	Morris L Stephenson	REFUND - Cust Return Permit COV05429
Ad Hoc Payment	Check	5468	8/17/2022	94.56	Mynd Management Inc	Utility Refunds: 0008035100-12
Ad Hoc Payment	Check	5469	8/17/2022	59.92	New Tradition Homes Inc	Utility Refunds: 0500005573-01
Ad Hoc Payment	Check	5470	8/17/2022	91.40	New Tradition Homes Inc	Utility Refunds: 0500004431-01
Ad Hoc Payment	Check	5471	8/17/2022	60.71	Nodland,Mitchell or Carol	Utility Refunds: 0149001292-02
Ad Hoc Payment	Check	5472	8/17/2022	350.00	Noe Luna	Damage Deposit Refund
Ad Hoc Payment	Check	5473	8/17/2022	38.84	Pahlisch Homes Inc	Utility Refunds: 0500005104-01
Ad Hoc Payment	Check	5474	8/17/2022	146.68	Paul Schmidt Jr or Jennifer Schmidt	Utility Refunds: 0126006870-01
Ad Hoc Payment	Check	5475	8/17/2022	125.05	Pritchard,Gina	Utility Refunds: 0000008271-02
Ad Hoc Payment	Check	5476	8/17/2022	143.66	PRUITT,JASON	Utility Refunds: 0000001062-03
Ad Hoc Payment	Check	5477	8/17/2022	227.79	Rene Nava-Millan or Maria Ortiz	Utility Refunds: 0089019991-07
Ad Hoc Payment	Check	5478	8/17/2022	249.88	Snook,Christopher	Utility Refunds: 0043068108-04
Ad Hoc Payment	Check	5479	8/17/2022	147.41	Snook,Christopher or Elena	Utility Refunds: 0043068108-04
Ad Hoc Payment	Check	5480	8/17/2022	283.06	Soil and Water Technologies Inc.	REFUND - Cust cxi COV11403
Ad Hoc Payment	Check	5481	8/17/2022	57.00	Tangs Wok	REFUND - Cust dup Inv. #77043117
Ad Hoc Payment	Check	5482	8/17/2022	12,671.85	Tempest Technologies LLC	Claim Payment - DOL: 07/06/22 - Risk
Ad Hoc Payment	Check	5483	8/17/2022	283.00	The Estate of Ingrid Salter	Utility Refunds: 0032020000-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5484	8/17/2022	27.44	The Estate of Susan Martin	Utility Refunds: 0078030745-02
Ad Hoc Payment	Check	5485	8/17/2022	57.00	The Phillips Group	REFUND - dup payment Inv. #77042112
Ad Hoc Payment	Check	5486	8/17/2022	25.00	Total Mechanical Inc.	REFUND - overpay citation #7203500764
Ad Hoc Payment	Check	5487	8/17/2022	1,045.50	Touchmark at Fairway Village Villas SPE LLC	CMI-296067
Ad Hoc Payment	Check	5488	8/17/2022	155.56	Trudeau,Alvin	Utility Refunds: 0046060525-27
Ad Hoc Payment	Check	5489	8/17/2022	121.76	Underwood,Stephen or Josie	Utility Refunds: 0000005104-02
Ad Hoc Payment	Check	5490	8/17/2022	87.95	Vern and Margaret Dunham Living Trust	Utility Refunds: 0063000508-07
Ad Hoc Payment	Check	5491	8/17/2022	422.57	Wooley,Richard or Kathryn	Utility Refunds: 0045014727-07
Ad Hoc Payment	Check	5492	8/17/2022	290.00	Yoga Mojo and Movement Therapy, LLC	REFUND - Bus. lic. fee WA UBI #604140374
Customer Refund	Check	5493	8/17/2022	49.00	KEN THOMAS	Refund customer over payment
Customer Refund	Check	5494	8/17/2022	8,936.64	VERIZON WIRELESS	Refund of overbilled leasehold tax
Supplier Payment	Check	5495	8/17/2022	9,071.69	Action Technology Systems	
Supplier Payment	Check	5496	8/17/2022	34.38	Airgas, Inc	
Supplier Payment	Check	5497	8/17/2022	132.50	AKS Engineering & Forestry LLC	
Supplier Payment	Check	5498	8/17/2022	2,494.38	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5499	8/17/2022	89.51	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5500	8/17/2022	945.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5501	8/17/2022	3,668.36	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	

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Supplier Payment	Check	5502	8/17/2022	5,200.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	5503	8/17/2022	142.78	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	5504	8/17/2022	35,130.91	Arborscape Ltd Inc	
Supplier Payment	Check	5505	8/17/2022	849.56	Bounce-N-Battle LLC	
Supplier Payment	Check	5506	8/17/2022	4,219.81	Bound Tree Medical LLC	
Supplier Payment	Check	5507	8/17/2022	488.10	Brightview Holdings Inc	
Supplier Payment	Check	5508	8/17/2022	250.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	5509	8/17/2022	570.00	CDS Airbrushing & Coaching LLC	
Supplier Payment	Check	5510	8/17/2022	16,722.90	CECO Inc	
Supplier Payment	Check	5511	8/17/2022	13,002.00	CFM Strategic Communications, Inc.	
Supplier Payment	Check	5512	8/17/2022	303.80	Christenson Electric, Inc.	
Supplier Payment	Check	5513	8/17/2022	10.00	Clark County	
Supplier Payment	Check	5514	8/17/2022	135.63	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	5515	8/17/2022	772.92	Clark Public Utility District No. 1	
Supplier Payment	Check	5516	8/17/2022	535.81	Clark Public Utility District No. 1	
Supplier Payment	Check	5517	8/17/2022	2,119.90	Clark Public Utility District No. 1	
Supplier Payment	Check	5518	8/17/2022	616.78	Clark Public Utility District No. 1	
Supplier Payment	Check	5519	8/17/2022	398.69	Clark Public Utility District No. 1	
Supplier Payment	Check	5520	8/17/2022	765.19	Clark Public Utility District No. 1	
Supplier Payment	Check	5521	8/17/2022	805.04	Clark Public Utility District No. 1	
Supplier Payment	Check	5522	8/17/2022	2,310.90	Code Publishing Co	
Supplier Payment	Check	5523	8/17/2022	9,559.61	Columbia Resource Company	
Supplier Payment	Check	5524	8/17/2022	15,000.00	Columbia Springs	
Supplier Payment	Check	5525	8/17/2022	118.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5526	8/17/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5527	8/17/2022	245.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5528	8/17/2022	118.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5529	8/17/2022	41,445.00	Contech Engineered Solutions LLC	
Supplier Payment	Check	5530	8/17/2022	20,250.00	DHM LLC	
Supplier Payment	Check	5531	8/17/2022	2,066.39	Distinctive Landscape LLC	
Supplier Payment	Check	5532	8/17/2022	10,520.87	DJ Fence LLC	
Supplier Payment	Check	5533	8/17/2022	4,788.45	DKS Associates Inc	
Supplier Payment	Check	5534	8/17/2022	480.00	Dominic Hunter	
Supplier Payment	Check	5535	8/17/2022	275.00	ERF Company Inc	
Supplier Payment	Check	5536	8/17/2022	459.04	Eric Atwell	
Supplier Payment	Check	5537	8/17/2022	3,839.25	Erickson Structural Consulting Engineers	
Supplier Payment	Check	5538	8/17/2022	861.25	Eric Thomas Lanciault	
Supplier Payment	Check	5539	8/17/2022	328.00	Evergreen Orchards LLC	
Supplier Payment	Check	5540	8/17/2022	935.00	Examworks Inc	
Supplier Payment	Check	5541	8/17/2022	360.08	Fazio Bros Sand Co Inc	
Supplier Payment	Check	5542	8/17/2022	2,436.48	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	5543	8/17/2022	33,607.71	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	5544	8/17/2022	225.00	Flowing Solutions LLC	

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Supplier Payment	Check	5545	8/17/2022	26,962.73	GB Manchester Inc	
Supplier Payment	Check	5546	8/17/2022	2,664.04	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	5547	8/17/2022	14,756.25	GSI Water Solutions, Inc.	
Supplier Payment	Check	5548	8/17/2022	6,200.00	Healthy Outcomes Inc	
Supplier Payment	Check	5549	8/17/2022	7,595.00	Henco Plumbing, LLC	
Supplier Payment	Check	5550	8/17/2022	11,220.46	Herrera Environmental Consultants Inc	
Supplier Payment	Check	5551	8/17/2022	375,375.75	Infor Public Sector Inc	
Supplier Payment	Check	5552	8/17/2022	1,985.57	Invintus Media LLC	
Supplier Payment	Check	5553	8/17/2022	3,625.50	KBT Distributing LLC	
Supplier Payment	Check	5554	8/17/2022	6,871.75	Kearns & West Inc	
Supplier Payment	Check	5555	8/17/2022	444.17	Kona Ice	
Supplier Payment	Check	5556	8/17/2022	2,767.50	Kramer Gehlen & Associates	
Supplier Payment	Check	5557	8/17/2022	23.72	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	5558	8/17/2022	1,277.30	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	5559	8/17/2022	26,728.62	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	5560	8/17/2022	102.15	Legacy Laboratory Services Inc	
Supplier Payment	Check	5561	8/17/2022	2,246.77	Level 3 Financing, Inc	
Supplier Payment	Check	5562	8/17/2022	34,541.30	Life Safety Corporation	
Supplier Payment	Check	5563	8/17/2022	2,653.07	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	5564	8/17/2022	5,490.10	LSW Architects PC	
Supplier Payment	Check	5565	8/17/2022	23,877.02	Mallory Safety & Supply LLC	
Supplier Payment	Check	5566	8/17/2022	300.00	Marcella Fleming Reed	
Supplier Payment	Check	5567	8/17/2022	75.00	Marquam Group LTD	
Supplier Payment	Check	5568	8/17/2022	504.53	Mini Mix Concrete Inc	
Supplier Payment	Check	5569	8/17/2022	3,500.00	Morse Bratt Andrews & Terry LLP	
Supplier Payment	Check	5570	8/17/2022	5,283.16	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	5571	8/17/2022	865.83	National Safety Inc	
Supplier Payment	Check	5572	8/17/2022	405.40	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	5573	8/17/2022	20,078.15	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	5574	8/17/2022	165.25	Pacifica Law Group LLP	
Supplier Payment	Check	5575	8/17/2022	5,420.39	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	5576	8/17/2022	111,704.33	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	5577	8/17/2022	2,580.00	Portland Adventist Medical Center	
Supplier Payment	Check	5578	8/17/2022	9,881.69	PPC Solutions Inc	
Supplier Payment	Check	5579	8/17/2022	8,835.00	Prestige Care & Rehabilitation - Camas	
Supplier Payment	Check	5580	8/17/2022	5,296.19	Prestige Truck Accessories	
Supplier Payment	Check	5581	8/17/2022	2,717.16	Pro-Ad-Co, Inc.	
Supplier Payment	Check	5582	8/17/2022	442.75	Quick Caption Inc	
Supplier Payment	Check	5583	8/17/2022	5,208.96	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	5584	8/17/2022	1,064.75	Resolute Documentation Services	
Supplier Payment	Check	5585	8/17/2022	1,284.00	Robinson Noble, Inc.	
Supplier Payment	Check	5586	8/17/2022	5,685.27	San Diego Police Equipment Co Inc	
Supplier Payment	Check	5587	8/17/2022	17,000.00	Sarah Lawrence	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5588	8/17/2022	17,831.98	Selectron Technologies	
Supplier Payment	Check	5589	8/17/2022	1,595.00	Shiels Obletz Johnsen, Inc	
Supplier Payment	Check	5590	8/17/2022	75,117.23	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	5591	8/17/2022	1,972.10	Solid Waste Systems, Inc.	
Supplier Payment	Check	5592	8/17/2022	101,988.00	Southwest Clean Air Agency	
Supplier Payment	Check	5593	8/17/2022	34,943.70	Special Asphalt Products	
Supplier Payment	Check	5594	8/17/2022	955.00	Standridge Design Inc	
Supplier Payment	Check	5595	8/17/2022	4,807.50	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	5596	8/17/2022	86,356.80	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	5597	8/17/2022	14,366.27	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	5598	8/17/2022	163,910.44	State of Washington Department of Labor and Industries	
Supplier Payment	Check	5599	8/17/2022	2,537.75	State of Washington State Patrol	
Supplier Payment	Check	5600	8/17/2022	20,898.97	Summit Law Group	
Supplier Payment	Check	5601	8/17/2022	1,575.00	Synarchy Science LLC	
Supplier Payment	Check	5602	8/17/2022	17,925.97	The ADT Security Corporation	
Supplier Payment	Check	5603	8/17/2022	22,124.20	Tierra Right of Way Services LTD	
Supplier Payment	Check	5604	8/17/2022	605.00	Timber Supply Explosives Inc	
Supplier Payment	Check	5605	8/17/2022	1,345.87	Towing & Recovering Services Inc	
Supplier Payment	Check	5606	8/17/2022	3,218.66	Triple J Enterprises	
Supplier Payment	Check	5607	8/17/2022	12.67	United Parcel Service	
Supplier Payment	Check	5608	8/17/2022	16,091.30	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	5609	8/17/2022	30.00	Vancouver Aire LLC	
Supplier Payment	Check	5610	8/17/2022	267.00	Vast Data Concepts	
Supplier Payment	Check	5611	8/17/2022	162.76	W.B. Sprague Co. Inc.	
Supplier Payment	Check	5612	8/17/2022	5,190.52	Walter E Nelson Company	
Supplier Payment	Check	5613	8/17/2022	5,168.55	Wapiti NW LLC	
Supplier Payment	Check	5614	8/17/2022	271.25	Washington State Healthcare Authority	
Supplier Payment	Check	5615	8/17/2022	20,204.68	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	5616	8/17/2022	5,605.00	Water Systems Consulting Inc	
Supplier Payment	Check	5617	8/17/2022	1,005.66	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	5618	8/17/2022	51.54	Western Systems Inc	
Supplier Payment	Check	5619	8/17/2022	13,311.38	Western Water Works Supply Co Inc	
Supplier Payment	Check	5620	8/17/2022	397.80	Wex Bank	
Supplier Payment	Check	5621	8/17/2022	400.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	5622	8/17/2022	1,074.25	WSU Clark County Master Gardener Program	
Supplier Payment	Check	5623	8/17/2022	59.30	WW Grainger Inc	
Supplier Payment	Check	5624	8/17/2022	104.88	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	5625	8/17/2022	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	5626	8/25/2022	7,250.01	Aflac	
Supplier Payment	Check	5627	8/25/2022	5,297.50	AFSCME Local #307	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5628	8/25/2022	650.00	IAM Local #1374	
Supplier Payment	Check	5629	8/25/2022	8,276.90	Life Insurance Company of North America	
Supplier Payment	Check	5630	8/25/2022	475.00	MFS Service Center Inc	
Supplier Payment	Check	5631	8/25/2022	3,826.11	OPEIU Local #11	
Supplier Payment	Check	5632	8/25/2022	672.00	Teamsters Local #58	
Supplier Payment	Check	5633	8/25/2022	297.50	UA Local #290	
Supplier Payment	Check	5634	8/25/2022	3,246.22	Western Conference of Teamsters	
Supplier Payment	Check	5635	8/25/2022	1,095.72	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	5636	8/24/2022	582.12	5 Points Apts	Utility Refunds: 0500004754-01
Ad Hoc Payment	Check	5637	8/24/2022	61.47	Accurate Installers LLC	MPE-322578
Ad Hoc Payment	Check	5638	8/24/2022	8,327.62	Adam Stopka, Trustee of the Rawleigh Pate Trust	RES-280038 - Reissue of check #25255
Ad Hoc Payment	Check	5639	8/24/2022	78.64	ARDELL OR MELISSA SAGUCIO	Utility Refunds: 0112093000-03
Ad Hoc Payment	Check	5640	8/24/2022	43.01	Arlene or Samuel Mills	Utility Refunds: 0098028400-02
Ad Hoc Payment	Check	5641	8/24/2022	89.90	Baker, McKenzie	Utility Refunds: 0070002454-03
Ad Hoc Payment	Check	5642	8/24/2022	79.89	Bobby or Jordyn Grube	Utility Refunds: 0074015036-04
Ad Hoc Payment	Check	5643	8/24/2022	2,390.87	Bryan Hunsucker	Claim Payment - DOL: 07/08/22 - Risk
Ad Hoc Payment	Check	5644	8/24/2022	179.40	Burris, Kyle or Sarah	Utility Refunds: 0152002169-03
Ad Hoc Payment	Check	5645	8/24/2022	89.29	Cheney, Randal or Candace	Utility Refunds: 0127010000-04
Ad Hoc Payment	Check	5646	8/24/2022	132.34	Cheney, Valerie	Utility Refunds: 0099090503-07
Ad Hoc Payment	Check	5647	8/24/2022	98.99	Clayton or Michelle Bond	Utility Refunds: 0079037000-22
Ad Hoc Payment	Check	5648	8/24/2022	6,292.55	Columbia Tech Center	CMI-322700
Ad Hoc Payment	Check	5649	8/24/2022	28.92	Cory or Shelbi Gansberg	Utility Refunds: 0072070900-05
Ad Hoc Payment	Check	5650	8/24/2022	219.32	Crown Point Enterprises LLC	Utility Refunds: 0069080115-02
Ad Hoc Payment	Check	5651	8/24/2022	189.93	Curtis, Jakob and Nilda	Utility Refunds: 0137005978-01
Ad Hoc Payment	Check	5652	8/24/2022	25.00	Denny Maxwell	REFUND - overpayment citation #7203802159
Ad Hoc Payment	Check	5653	8/24/2022	86.00	Deyoung, Karla	Utility Refunds: 0072000774-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5654	8/24/2022	58.06	Dianna Davies	RETURN - permit COV11025
Ad Hoc Payment	Check	5655	8/24/2022	276.00	Dustin or Maria Carlson	Utility Refunds: 0109000848-02
Ad Hoc Payment	Check	5656	8/24/2022	100.00	Edgewood Park Neighborhood Association	2022 Resource Conservation Challenge
Ad Hoc Payment	Check	5657	8/24/2022	31.34	Edwards, Scott or Heidi	Utility Refunds: 0093045500-12
Ad Hoc Payment	Check	5658	8/24/2022	61.47	Elevate NW Electric	MPE-325636
Ad Hoc Payment	Check	5659	8/24/2022	35.14	Frank or Cynthia Silva	Utility Refunds: 0102002406-11
Ad Hoc Payment	Check	5660	8/24/2022	69.00	Fred Meyer - Store #208 c/o Kroger Business License	REFUND - CIVICGOV overpay inv# 77029024
Ad Hoc Payment	Check	5661	8/24/2022	285.60	Garrett Sign Company	CMI-325830
Ad Hoc Payment	Check	5662	8/24/2022	165.51	Hardy, Katherine or John	Utility Refunds: 0072060800-05
Ad Hoc Payment	Check	5663	8/24/2022	130.42	Harry or Carolyn Gunderson	Utility Refunds: 0150003132-01
Ad Hoc Payment	Check	5664	8/24/2022	60.00	Herbert Green	REFUND - overpayment citation #7203500867/7203500868
Ad Hoc Payment	Check	5665	8/24/2022	294.69	Housing Authority of the City of Vancouver	REFUND - 801 AHF Loan #8010011
Ad Hoc Payment	Check	5666	8/24/2022	100.00	Hudson's Bay Neighborhood Association	2022 Resource Conservation Challenge
Ad Hoc Payment	Check	5667	8/24/2022	63.18	Inglesby, Gynell	Utility Refunds: 0128430000-04
Ad Hoc Payment	Check	5668	8/24/2022	175.20	Irvin, John	Utility Refunds: 0118010132-01
Ad Hoc Payment	Check	5669	8/24/2022	83.00	James or Sonia Thaler	Utility Refunds: 0122002603-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5670	8/24/2022	10.00	JC PENNEY #1823	REFUND - CIVICGOV dup payment Inv #708623 & overpay inv #77031056
Ad Hoc Payment	Check	5671	8/24/2022	450.00	Kascadian Kage LLC	REFUND - COVID Surcharge Bus. License fee Refund
Ad Hoc Payment	Check	5672	8/24/2022	6.00	Keith X Chen	REFUND - CIVICGOV Dup payment inv #77042047
Ad Hoc Payment	Check	5673	8/24/2022	112.10	Lawson, Adam or Katelin	Utility Refunds: 0004042100-17

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Ad Hoc Payment	Check	5674	8/24/2022	106.70	Leonid Polovets or Tristan Wilson	Utility Refunds: 0150002089-03
Ad Hoc Payment	Check	5675	8/24/2022	29.07	Lois or Robert Blake	Utility Refunds: 0074088138-02
Ad Hoc Payment	Check	5676	8/24/2022	137.42	Lowery,Cynthia	Utility Refunds: 0074053126-07
Ad Hoc Payment	Check	5677	8/24/2022	88.56	MATTHEW AND AMY NORTON	Utility Refunds: 0110004100-16
Ad Hoc Payment	Check	5678	8/24/2022	76.44	Miolla,Ronald	Utility Refunds: 0161015240-02
Ad Hoc Payment	Check	5679	8/24/2022	44.56	Mirly,Alan	Utility Refunds: 0036051003-09
Ad Hoc Payment	Check	5680	8/24/2022	116.00	MNZ AM LLC	LUP-82688
Ad Hoc Payment	Check	5681	8/24/2022	186.21	Moeller,James or Janis	Utility Refunds: 0000001450-05
Ad Hoc Payment	Check	5682	8/24/2022	117.76	Myers,Travis or Jamie	Utility Refunds: 0071076603-01
Ad Hoc Payment	Check	5683	8/24/2022	120.00	Northfield Neighborhood Association	2022 RecycleU Grant
Ad Hoc Payment	Check	5684	8/24/2022	136.00	Paola,Leslie	Utility Refunds: 0116030400-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5685	8/24/2022	217.00	PATRICK OR SAMANTHA KIPLING	Utility Refunds: 0114008014-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5686	8/24/2022	70.00	PCS Accounting Dept	REFUND - Alarm Billing inv #99466072/99470569
Ad Hoc Payment	Check	5687	8/24/2022	70.00	PCS Accounting Dept	REFUND - Alarm Billing inv#99448506/99455297
Ad Hoc Payment	Check	5688	8/24/2022	40.00	PCS Accounting Dept	REFUND - Alarm Billing Inv #99471394/99476055
Ad Hoc Payment	Check	5689	8/24/2022	40.00	PCS Accounting Dept	REFUND - Alarm Billing Inv #99460556/99466570
Ad Hoc Payment	Check	5690	8/24/2022	26.61	Percy,Ty	Utility Refunds: 0121040210-03
Ad Hoc Payment	Check	5691	8/24/2022	51.83	Peters,Gary or Nancy	Utility Refunds: 0079015000-01
Ad Hoc Payment	Check	5692	8/24/2022	106.17	Peters,Nancy	Utility Refunds: 0079015000-01
Ad Hoc Payment	Check	5693	8/24/2022	137.86	Racht,Martyn	Utility Refunds: 0126006450-04
Ad Hoc Payment	Check	5694	8/24/2022	42.14	Racht,Martyn or Margaret	Utility Refunds: 0126006450-04
Ad Hoc Payment	Check	5695	8/24/2022	20.00	Riverview Community Bank	REFUND - Alarm Billing Inv #9486081
Ad Hoc Payment	Check	5696	8/24/2022	140.96	Robert or Kay Lucas	Utility Refunds: 0109003810-03
Ad Hoc Payment	Check	5697	8/24/2022	118.46	Robinson,Benjamin	Utility Refunds: 0081003100-03
Ad Hoc Payment	Check	5698	8/24/2022	127.00	Ronald Bell Revocable Trust,Monica Belle	Utility Refunds: 0107005016-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5699	8/24/2022	15.50	Revocable Trust or	REFUND - 907 CDBG Loan #9070040
Ad Hoc Payment	Check	5700	8/24/2022	500.00	Sandra Lindsey	Damage Deposit Refund
Ad Hoc Payment	Check	5701	8/24/2022	116.00	Sandra Mayo	LUP-82690
Ad Hoc Payment	Check	5702	8/24/2022	871.71	Savatree	Utility Refunds: 0063000121-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5703	8/24/2022	391.50	Taylor,Russell	REFUND - CIVICGOV FCO Overbill #77030843
Ad Hoc Payment	Check	5704	8/24/2022	60.80	The Cafaro Company ATTN: Robin Johnstone	Utility Refunds: 0112006004-02
Ad Hoc Payment	Check	5705	8/24/2022	254.47	THE ESTATE OF THOMAS AND VELDA DAVIS	Utility Refunds: 0101000162-01
Ad Hoc Payment	Check	5706	8/24/2022	254.47	The Floyd and Barbara Steen Living Trust	Utility Refunds: 0101000162-01
Ad Hoc Payment	Check	5706	8/24/2022	57.00	Vancouver Housing Authority	REFUND - CIVICGOV overpay inv#77044058
Ad Hoc Payment	Check	5707	8/24/2022	101.59	Wehner,Gordon	Utility Refunds: 0111021042-05
Ad Hoc Payment	Check	5708	8/24/2022	25.20	Zackary Davis	Membership Refund
Supplier Payment	Check	5709	8/24/2022	1,330.55	AA Welding Inc	
Supplier Payment	Check	5710	8/24/2022	1,832.50	Able Fence Company Inc	
Supplier Payment	Check	5711	8/24/2022	606.52	Accurate Corporate Services Inc	
Supplier Payment	Check	5712	8/24/2022	87.04	Airgas, Inc	
Supplier Payment	Check	5713	8/24/2022	1,160.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	5714	8/24/2022	5,200.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	5715	8/24/2022	24,738.00	Alpine Products Inc	
Supplier Payment	Check	5716	8/24/2022	136.00	American Sani-Can	
Supplier Payment	Check	5717	8/24/2022	600.00	Anna-Michelle Shanti Kriens	
Supplier Payment	Check	5718	8/24/2022	737.68	Annas Consultants Inc	
Supplier Payment	Check	5719	8/24/2022	112,870.38	APGN Inc	

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<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5720	8/24/2022	142.78	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	5721	8/24/2022	10,792.52	Arborscape Ltd Inc	
Supplier Payment	Check	5722	8/24/2022	776.32	Bounce-N-Battle LLC	
Supplier Payment	Check	5723	8/24/2022	10,159.35	Brown & Wilson Partnership LLC	
Supplier Payment	Check	5724	8/24/2022	30,876.02	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	5725	8/24/2022	442.38	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	5726	8/24/2022	15,312.50	Clark County Fire District 5	
Supplier Payment	Check	5727	8/24/2022	1,967.66	Clark Public Utility District No. 1	
Supplier Payment	Check	5728	8/24/2022	2,822.68	Columbia Resource Company	
Supplier Payment	Check	5729	8/24/2022	24.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5730	8/24/2022	188.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5731	8/24/2022	152.62	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5732	8/24/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5733	8/24/2022	104.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5734	8/24/2022	132.91	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5735	8/24/2022	3,280.50	Confluence Engineering Group LLC	
Supplier Payment	Check	5736	8/24/2022	333.25	Courier Northwest	
Supplier Payment	Check	5737	8/24/2022	1,022.78	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	5738	8/24/2022	7,257.14	Distinctive Landscape LLC	
Supplier Payment	Check	5739	8/24/2022	7,070.60	Epic Land Solutions, Inc.	
Supplier Payment	Check	5740	8/24/2022	8,935.28	Esther Short Commons LLP	
Supplier Payment	Check	5741	8/24/2022	180.00	Evergreen School District 114	
Supplier Payment	Check	5742	8/24/2022	1,468.56	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	5743	8/24/2022	1,333.47	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	5744	8/24/2022	1,089.91	Gray & Osborne Inc	
Supplier Payment	Check	5745	8/24/2022	500.00	Gregory Martin Ayers	
Supplier Payment	Check	5746	8/24/2022	1,754.25	GSI Water Solutions, Inc.	
Supplier Payment	Check	5747	8/24/2022	12,661.33	GVP Ventures Inc	
Supplier Payment	Check	5748	8/24/2022	1,129.64	H D Fowler Company Inc	
Supplier Payment	Check	5749	8/24/2022	6,250.00	Hispanic Metropolitan Chamber	
Supplier Payment	Check	5750	8/24/2022	6,356.13	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	5751	8/24/2022	9,000.00	Hyas Group, LLC	
Supplier Payment	Check	5752	8/24/2022	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	5753	8/24/2022	12,060.00	Janus Youth Programs Inc	
Supplier Payment	Check	5754	8/24/2022	14,450.00	Jensen Hughes Inc	
Supplier Payment	Check	5755	8/24/2022	104.00	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Check	5756	8/24/2022	13,785.86	Kar-Gor Inc	
Supplier Payment	Check	5757	8/24/2022	7,222.46	KBT Distributing LLC	
Supplier Payment	Check	5758	8/24/2022	3,892.50	Keller Associates Inc	
Supplier Payment	Check	5759	8/24/2022	13,237.19	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	

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Supplier Payment	Check	5760	8/24/2022	9,933.03	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	5761	8/24/2022	36,812.69	Life Insurance Company of North America	
Supplier Payment	Check	5762	8/24/2022	5,300.00	Lindquist Development Company, Inc.	
Supplier Payment	Check	5763	8/24/2022	7,000.00	LSW Architects PC	
Supplier Payment	Check	5764	8/24/2022	3,830.92	Mackenzie Engineering Inc	
Supplier Payment	Check	5765	8/24/2022	41,987.53	Mallory Safety & Supply LLC	
Supplier Payment	Check	5766	8/24/2022	1,732.13	Maul Foster & Alongi Inc	
Supplier Payment	Check	5767	8/24/2022	8,307.53	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	5768	8/24/2022	5,735.00	Murraysmith Inc	
Supplier Payment	Check	5769	8/24/2022	7,106.50	Murray Smith Inc	
Supplier Payment	Check	5770	8/24/2022	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	5771	8/24/2022	4,626.88	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	5772	8/24/2022	305.63	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	5773	8/24/2022	8,931.16	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	5774	8/24/2022	367.98	Orion Medical Supply	
Supplier Payment	Check	5775	8/24/2022	16,200.00	PBS Engineering and Environmental Inc	
Supplier Payment	Check	5776	8/24/2022	8,617.56	Poppulo Inc	
Supplier Payment	Check	5777	8/24/2022	3,199.45	Portland Adventist Medical Center	
Supplier Payment	Check	5778	8/24/2022	565.66	Portland Service Station Supply Inc.	
Supplier Payment	Check	5779	8/24/2022	3,343.68	PPC Solutions Inc	
Supplier Payment	Check	5780	8/24/2022	550.00	Public Safety Testing Inc	
Supplier Payment	Check	5781	8/24/2022	785.00	Qwest Corporation - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	5782	8/24/2022	6,615.49	Qwest Corporation - Remit-To: Qwest Corp-Seattle	
Supplier Payment	Check	5783	8/24/2022	20,207.75	S & F Land Services Inc	
Supplier Payment	Check	5784	8/24/2022	29,624.84	SDB Contracting Services	
Supplier Payment	Check	5785	8/24/2022	9,272.73	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	5786	8/24/2022	1,057.88	Soha Sign	
Supplier Payment	Check	5787	8/24/2022	14,963.64	SP Plus Corporation	
Supplier Payment	Check	5788	8/24/2022	906.33	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041	
Supplier Payment	Check	5789	8/24/2022	149.40	Stericycle Inc	
Supplier Payment	Check	5790	8/24/2022	1,000.00	Talx UCM Services Inc	
Supplier Payment	Check	5791	8/24/2022	300.00	Timothy Dietz	
Supplier Payment	Check	5792	8/24/2022	3,000.00	Tony Cloud Communications LLC	
Supplier Payment	Check	5793	8/24/2022	3,223.42	Triple J Enterprises	
Supplier Payment	Check	5794	8/24/2022	164,690.31	TV Etc ESD 112	
Supplier Payment	Check	5795	8/24/2022	710.12	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	5796	8/24/2022	10,000.00	United States Postal Service - Remit-To: USPS - First Data/Remitco - 52940558	
Supplier Payment	Check	5797	8/24/2022	6,000.00	University of Washington	
Supplier Payment	Check	5798	8/24/2022	2,080.00	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	5799	8/24/2022	103.08	Vancouver Granite Works Inc	
Supplier Payment	Check	5800	8/24/2022	1,307.26	Veterinary Specialists of North America, LLC	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5801	8/24/2022	488.28	W.B. Sprague Co. Inc.	
Supplier Payment	Check	5802	8/24/2022	18,520.55	Wallis Engineering PLLC	
Supplier Payment	Check	5803	8/24/2022	169.97	Walter E Nelson Company	
Supplier Payment	Check	5804	8/24/2022	8,982.70	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	5805	8/24/2022	3,338.12	Western Water Works Supply Co Inc	
Supplier Payment	Check	5806	8/24/2022	98.17	WW Grainger Inc	
Supplier Payment	Check	5807	8/24/2022	63.07	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	5808	8/24/2022	12,521.75	YOLO Washington LLC	
Supplier Payment	Check	5809	8/24/2022	420,590.22	Clark Public Utility District No. 1	
Ad Hoc Payment	Check	5810	8/31/2022	290.00	Alluvial Beverage Company LLC	REFUND - COV business license cxi
Ad Hoc Payment	Check	5811	8/31/2022	68.64	Annette Leoni-Idler	MPE-326134
Ad Hoc Payment	Check	5812	8/31/2022	91.00	Avondbloem LLC-717 E 22nd	REFUND - CIVICGOV dup payment inv#77043462
Ad Hoc Payment	Check	5813	8/31/2022	70.70	Bacon,Mitchell or Lauren	Utility Refunds: 0500003972-02
Ad Hoc Payment	Check	5814	8/31/2022	109.48	Bill Brooks or Nancy Young	Utility Refunds: 0139243824-02
Ad Hoc Payment	Check	5815	8/31/2022	214.90	Chase,Carolyn or David	Utility Refunds: 0074020700-07
Ad Hoc Payment	Check	5816	8/31/2022	133.46	Conboy,Andrew or Jayde	Utility Refunds: 0043068118-05
Ad Hoc Payment	Check	5817	8/31/2022	154.98	Corinna Keebaugh	Claim Payment - DOL: 07/01/22 - Risk
Ad Hoc Payment	Check	5818	8/31/2022	20.00	Costco Wholesale #1086 atten: Licensing	REFUND - Alarm Billing overpay inv#99486215
Ad Hoc Payment	Check	5819	8/31/2022	6,504.00	Earthworks Excavating Services, Inc	SCIP - Payment Inv WA83-22
Ad Hoc Payment	Check	5820	8/31/2022	475.00	Enrique Mendoza Martinez	Damage Deposit Refund
Ad Hoc Payment	Check	5821	8/31/2022	91.00	Fairview Court	REFUND - CIVICGOV dup payment inv#77043564
Ad Hoc Payment	Check	5822	8/31/2022	59.81	Fisher,William or Loretta	Utility Refunds: 0135000560-01
Ad Hoc Payment	Check	5823	8/31/2022	227.48	Garcia,Jamie or Laisha	Utility Refunds: 0108006695-05
Ad Hoc Payment	Check	5824	8/31/2022	29.04	Giacomini,Laurie	Utility Refunds: 0157003000-01
Ad Hoc Payment	Check	5825	8/31/2022	28,330.00	Ginn Group LLC	WTR-322068 and SWR-322077
Ad Hoc Payment	Check	5826	8/31/2022	17.12	Graaf,Charles E or Michele K	Utility Refunds: 0141006032-01
Ad Hoc Payment	Check	5827	8/31/2022	8.17	Greene,Timothy or Irina	Utility Refunds: 0161012040-04
Ad Hoc Payment	Check	5828	8/31/2022	83.24	Hollifield,Donald or Pamela	Utility Refunds: 0128000228-02
Ad Hoc Payment	Check	5829	8/31/2022	20.12	Hyde,Mark	Utility Refunds: 0500002197-01
Ad Hoc Payment	Check	5830	8/31/2022	20.00	Ina Bowen	REFUND - Alarm Billing overpay Inv#99486535
Ad Hoc Payment	Check	5831	8/31/2022	65.47	Joy,Samantha	Utility Refunds: 0500002289-04
Ad Hoc Payment	Check	5832	8/31/2022	30.09	Larkspur Communities LLC (Larkspur Place)	REFUND - Alarm Billing overpay inv#99484757
Ad Hoc Payment	Check	5833	8/31/2022	24.79	Laura Zarate	REFUND - Cust. Cxl COVE00390
Ad Hoc Payment	Check	5834	8/31/2022	180.00	Limtiaco,Michael or Vivian	Utility Refunds: 0066043770-20
Ad Hoc Payment	Check	5835	8/31/2022	103.32	Lipsky,Robert or Angeline	Utility Refunds: 0159022300-02
Ad Hoc Payment	Check	5836	8/31/2022	8.87	Lorraine Bell	REFUND - return permit COV11900
Ad Hoc Payment	Check	5837	8/31/2022	55.74	Lund,Jonathan	Utility Refunds: 0072019019-13
Ad Hoc Payment	Check	5838	8/31/2022	54.85	Mburu,Ruth	Utility Refunds: 0500004113-02
Ad Hoc Payment	Check	5839	8/31/2022	151.41	McClelland,Lloyd or Deanna	Utility Refunds: 0147001200-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5840	8/31/2022	123.78	Mccoy,Dylan or Anna	Utility Refunds: 0096047100-07
Ad Hoc Payment	Check	5841	8/31/2022	135.85	Mouw,Kimberly	Utility Refunds: 0128242600-01
Ad Hoc Payment	Check	5842	8/31/2022	32.49	Nagy,Patrick or Tracy	Utility Refunds: 0137005962-01
Ad Hoc Payment	Check	5843	8/31/2022	25.13	Naylor,Cecilia or Edwin	Utility Refunds: 0068018910-06
Ad Hoc Payment	Check	5844	8/31/2022	360.00	Panda Express #3422	REFUND - alarm billing overpay inv# 99485058/99485057/9945103/99487112
Ad Hoc Payment	Check	5845	8/31/2022	85.00	PCS Accounting Dept	REFUND - Senior Msgr inv# 00021493
Ad Hoc Payment	Check	5846	8/31/2022	20.00	PCS Accounting Dept	REFUND - Alarm Billing inv #99472599
Ad Hoc Payment	Check	5847	8/31/2022	40.00	PCS Accounting Dept	REFUND - Alarm Billing paid on inv#99464895/99469773

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	5848	8/31/2022	41.09	PCS Accounting Dept	REFUND - Negative trust inv#25503
Ad Hoc Payment	Check	5849	8/31/2022	387.10	PLS Engineering	REFUND - Cust cxl COV09310
Ad Hoc Payment	Check	5850	8/31/2022	20.00	Ravindra Mahajan	REFUND - Alarm Billing overpay inv#99480203
Ad Hoc Payment	Check	5851	8/31/2022	61.47	Revival Energy LLC	MPE-325787
Ad Hoc Payment	Check	5852	8/31/2022	27.90	Rocheleau,Andrew or Kashaila	Utility Refunds: 0000008933-02
Ad Hoc Payment	Check	5853	8/31/2022	40.00	Ross/Tracey Ashdown	REFUND - Alarm Billing overpay inv# 99470604/99476000
Ad Hoc Payment	Check	5854	8/31/2022	61.54	Sarah Palmer or Christopher Williams	Utility Refunds: 0140004539-02
Ad Hoc Payment	Check	5855	8/31/2022	498.27	Scott,Judy	Utility Refunds: 0500002114-02
Ad Hoc Payment	Check	5856	8/31/2022	1,249.10	Scott Goodwin	Non-Employee Travel - Fire Recruitment
Ad Hoc Payment	Check	5857	8/31/2022	22.18	Sergey Lisunov or Elena Lisunova	Utility Refunds: 0138002280-04
Ad Hoc Payment	Check	5858	8/31/2022	82.30	Shold,Jeffrey or Matessa	Utility Refunds: 0158001850-02
Ad Hoc Payment	Check	5859	8/31/2022	83.32	Sidaros,Yvette	Utility Refunds: 0500001368-02
Ad Hoc Payment	Check	5860	8/31/2022	100.00	Slowey,Chris or Monica	Utility Refunds: 0055013212-09
Ad Hoc Payment	Check	5861	8/31/2022	60.44	Smith,Michelle	Utility Refunds: 0500002440-02
Ad Hoc Payment	Check	5862	8/31/2022	40.19	Smith,Myla	Utility Refunds: 0135000560-01
Ad Hoc Payment	Check	5863	8/31/2022	144.00	Tetra Pak	MPE-293469
Ad Hoc Payment	Check	5864	8/31/2022	163.00	The Estate of Dalibor Zaviska	Utility Refunds: 0500002996-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5865	8/31/2022	76.41	The Estate of Donald Uphoff	Utility Refunds: 0019064200-00
Ad Hoc Payment	Check	5866	8/31/2022	16.98	The Estate of Marie Pilot	Utility Refunds: 0058056000-02
Ad Hoc Payment	Check	5867	8/31/2022	161.44	The Estate of Robert Derr	Utility Refunds: 0129002644-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5868	8/31/2022	380.00	The Scott Family Trust	Utility Refunds: 0025034000-04
Ad Hoc Payment	Check	5869	8/31/2022	126.20	Vander Sys,Thomas or Kit	Utility Refunds: 0000007971-03
Ad Hoc Payment	Check	5870	8/31/2022	9,110.00	Vision Land Mgmt.	SWR-284468 refund - Reissue of check #16540
Ad Hoc Payment	Check	5871	8/31/2022	39.19	Wallace,Prem or Judit	Utility Refunds: 0500004174-02
Ad Hoc Payment	Check	5872	8/31/2022	116.00	Wolf Industries INC	LUP-82756
Ad Hoc Payment	Check	5873	8/31/2022	193.22	Wood,Jennifer	Utility Refunds: 0045026420-08
Ad Hoc Payment	Check	5874	8/31/2022	218.00	Zaduba,Viktor or Lyubov	Utility Refunds: 0039021213-01
Supplier Payment	Check	5875	8/31/2022	5,445.91	Accurate Corporate Services Inc	
Supplier Payment	Check	5876	8/31/2022	219.27	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5877	8/31/2022	165.61	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5878	8/31/2022	718.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5879	8/31/2022	1,214.18	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5880	8/31/2022	138.07	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	5881	8/31/2022	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	5882	8/31/2022	8,830.00	BERK Consulting, Inc	
Supplier Payment	Check	5883	8/31/2022	814.29	Bounce-N-Battle LLC	
Supplier Payment	Check	5884	8/31/2022	15,331.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	5885	8/31/2022	11,650.00	Cascade Inn	
Supplier Payment	Check	5886	8/31/2022	970.00	CBG Communications Inc	
Supplier Payment	Check	5887	8/31/2022	27,735.32	CECO Inc	
Supplier Payment	Check	5888	8/31/2022	670.33	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	5889	8/31/2022	36,090.20	CHW Enterprises Inc.	
Supplier Payment	Check	5890	8/31/2022	1,579.35	Cintas	
Supplier Payment	Check	5891	8/31/2022	8,400.00	Colliers International Holdings (USA) Inc.	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5892	8/31/2022	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5893	8/31/2022	13,968.50	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	5894	8/31/2022	11,019.65	Dan's Tractor Inc	
Supplier Payment	Check	5895	8/31/2022	284.00	Evergreen Orchards LLC	
Supplier Payment	Check	5896	8/31/2022	56.42	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	5897	8/31/2022	27.08	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	5898	8/31/2022	20,071.00	Fourth Plain Forward	
Supplier Payment	Check	5899	8/31/2022	23,010.00	Frontier Management LLC	
Supplier Payment	Check	5900	8/31/2022	29,956.85	General Pacific Inc	
Supplier Payment	Check	5901	8/31/2022	1,041.87	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	5902	8/31/2022	8,400.00	Genuine Senior Living	
Supplier Payment	Check	5903	8/31/2022	2,067.03	Gray & Osborne Inc	
Supplier Payment	Check	5904	8/31/2022	4,498.76	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	5905	8/31/2022	2,502.72	Herrera Environmental Consultants Inc	
Supplier Payment	Check	5906	8/31/2022	35,642.28	Industrial Electric Machinery - Remit-To: Northwest Motor Service	
Supplier Payment	Check	5907	8/31/2022	11,548.74	Intelicom Incorporated - Remit-To: LiteSys Inc	
Supplier Payment	Check	5908	8/31/2022	1,878.84	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	5909	8/31/2022	200.73	J-2 Blueprint Supply Co.	
Supplier Payment	Check	5910	8/31/2022	13,785.86	Kar-Gor Inc	
Supplier Payment	Check	5911	8/31/2022	27,095.81	KBT Distributing LLC	
Supplier Payment	Check	5912	8/31/2022	1,794.00	Kittelson & Associates Inc	
Supplier Payment	Check	5913	8/31/2022	20.39	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	5914	8/31/2022	292.95	Lasko Printing Specialties Inc	
Supplier Payment	Check	5915	8/31/2022	585.90	Mini Mix Concrete Inc	
Supplier Payment	Check	5916	8/31/2022	25,254.50	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	5917	8/31/2022	22.00	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	5918	8/31/2022	12,263.85	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	5919	8/31/2022	3,124.80	Oldcastle Precast Inc	
Supplier Payment	Check	5920	8/31/2022	677.04	Pacific Towing INC.	
Supplier Payment	Check	5921	8/31/2022	9,715.25	Parametrix, Inc	
Supplier Payment	Check	5922	8/31/2022	3,343.68	PPC Solutions Inc	
Supplier Payment	Check	5923	8/31/2022	1,704.60	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	5924	8/31/2022	135.44	Qwest Corporation - Remit-To: Qwest Corp-Seattle	
Supplier Payment	Check	5925	8/31/2022	630.38	RH2 Engineering, Inc.	
Supplier Payment	Check	5926	8/31/2022	2,159.22	Shrums Pest Control	
Supplier Payment	Check	5927	8/31/2022	21,534.55	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	5928	8/31/2022	150.00	State of Washington Department of Transportation	
Supplier Payment	Check	5929	8/31/2022	3,467.66	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5930	8/31/2022	3,150.00	Synarchy Science LLC	
Supplier Payment	Check	5931	8/31/2022	3,544.44	Telemark Corporation	
Supplier Payment	Check	5932	8/31/2022	1,112.14	Towing & Recovering Services Inc	
Supplier Payment	Check	5933	8/31/2022	636.64	Triple J Enterprises	
Supplier Payment	Check	5934	8/31/2022	325.52	W.B. Sprague Co. Inc.	
Supplier Payment	Check	5935	8/31/2022	15,275.00	Water Systems Consulting Inc	
Supplier Payment	Check	5936	8/31/2022	208.32	Wesco Distribution, Inc.	
Supplier Payment	Check	5937	8/31/2022	17,101.89	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	5938	8/31/2022	3,740.37	W Todd Pascoe	
Supplier Payment	Check	5939	8/31/2022	86.63	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
			Check Total	4,388,916.43		
			Manual Wire Total	8,445,921.20		
			Direct Deposit Total	9,732.33		
			EFT Total	11,217,344.58		
			8/15/2022	27,148.81	City Payments	Posted 08-08-22 to 08-14-22
			8/22/2022	2,723.93	City Payments	Posted 08-15-22 to 08-21-22
			8/29/2022	68,883.39	City Payments	Posted 08-22-22 to 08-28-22
			9/6/2022	395,455.52	City Payments	Posted 08-29-22 to 09-04-22
			Hansen Total	494,211.65		
			8/15/2022	2,546.00	Miscellaneous	Parks Class Refunds FCC 08-08-22 to 08-14-22
			8/15/2022	1,774.75	Miscellaneous	Parks Class Refunds MCC 08-08-22 to 08-14-22
			8/22/2022	1,474.50	Miscellaneous	Parks Class Refunds FCC 08-15-22 to 08-21-22
			8/22/2022	4,191.00	Miscellaneous	Parks Class Refunds MCC 08-15-22 to 08-21-22
			8/29/2022	1,260.35	Miscellaneous	Parks Class Refunds FCC 08-22-22 to 08-28-22
			8/29/2022	835.00	Miscellaneous	Parks Class Refunds MCC 08-22-22 to 08-28-22
			9/6/2022	3,810.50	Miscellaneous	Parks Class Refunds FCC 08-29-22 to 09-04-22
			9/6/2022	2,286.00	Miscellaneous	Parks Class Refunds MCC 08-29-22 to 09-04-22
			VISA Total	18,178.10		
			Payroll Total	7,082,468.02		
			GRAND TOTAL	31,656,772.31		

City of Vancouver
Payroll Council Report
August 8, 2022 - September 4, 2022

Check No.	Date	Explanation	Amount
514 - 566	08/10/22	August 10th Payroll	\$ 37,105.68
156511 - 158292	08/10/22	August 10th Direct Deposits	\$ 3,512,059.30
158298	08/10/22	Payroll Correction 07/25/22 check	\$ 495.79
158380	08/15/22	Supplemental Payment	\$ 1,389.01
567 - 613	08/25/22	August 25th Payroll	\$ 27,954.69
158425 - 160204	08/25/22	August 25th Direct Deposits	\$ 3,456,453.46
N/A	08/25/22	08/25/22 NACHA Return	\$ (1,411.53)
160323	08/26/22	Replacement for NACHA Return	\$ 1,411.53
N/A	08/25/22	08/25/22 Reversal (ee paid via CC)	\$ (1,710.45)
160322	08/29/22	Correction for 08/25/22 Payroll	\$ 78.43
614 - 621	08/31/22	8 2022 Pension Payroll	\$ 8,415.13
160324 - 160368	08/31/22	8 2022 Direct Deposits	\$ 40,226.98

\$ 7,082,468.02



Staff Report: 121-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Jen's Pointe Mixed-Use – PRJ-167483 / LUP-82098 Appeal of the Hearing Examiner's Type III Decision

Key Points

- On January 13, 2022, on behalf of MAJ(Michael A. Jenkins) Pointe LLC (Applicant), Olson Engineering (Contact) submitted an application for Mixed Use Master Plan/Site Plan review for a development located at the SE corner of SE 136th Avenue and SE 4th Street.
- The proposal consists of 240 multi-family residential units in 13 buildings, 1,850 square feet of retail/office space and two live/work units encompassing 6 parcels totaling 8.43 acres and is currently zoned OCl and CC.
- The site is governed by a development agreement initially adopted July 21, 1997, (Resolution M-3117) which vests development to the City development standards in effect at the time including the 1997 Vancouver Zoning Ordinance.
- Surrounding land uses are multi-family to the east (MX zone), a post office across NE 4th Street to the north (IL zone) a dental clinic to the south (CC zone) and commercial uses and vacant land to the west across NE 136th Avenue (OCl and CC zones).
- Pursuant to the adopted development agreement, in 1997 the northern portion of the site was zoned MC (Industrial Commercial), and the southern portion was zoned CC (Community Commercial), and had the option to apply a Mixed Use (MX) overlay zone.
- The 1997 MX development standards require a mix of uses, one of which must be residential. The minimum building setback is 10 feet unless the building abuts a single-family residential district. VZO 20.21.306(F)(3). In this case, none of the buildings abut a single-family residential district, and the minimum 10-foot setback applies.
- On May 17, 2022, an open record public hearing before the City of Vancouver Hearing Examiner was held. Public testimony was received from Dr. Daniel Kim, Hooja Kim and Shilla Kim objecting to the height and proximity of Building C to their dental practice.
- On June 10, 2022 the Hearing Examiner issued a Final Order approving the mixed use

development with conditions.

Strategic Plan Alignment

N/A

Present Situation

On January 13, 2022, the Applicant submitted an application for development of the above-mentioned site. On February 18, 2022, a notice of application and public hearing was sent to property owners within 500 feet of the development site and published in the Columbian Newspaper. A 30-day public comment period resulting in one public comment received from Shilla Kim citing proximity and height of the proposed building nearest to their business.

On May 17, 2022, an open record hearing was held. Issues raised by the Kim's included the proximity of one of the buildings to their dental practice (setback) and building height providing them standing to file an appeal of those issues per VMC 20.210.130.A.4.

On June 24, 2022, an appeal of the Final Order issued by the Hearing Examiner was submitted by Dr. Daniel Kim, Hooja Kim and Shilla Kim ("Appellant") and is properly before the Vancouver City Council in accordance with VMC 20.210.130B.3.

Appeal of the Hearing Examiner decision is processed pursuant to VMC 20.220.030 and this appeal was timely submitted by a party withstanding under VMC20.210.130.B.3. The hearing date for the appeal was set upon mutual agreement of the Appellant, the Applicant, and the planning official, in accordance with VMC 20.210.130(C). Under Table 20.210.130-1 of VMC 20.210.130(C)(3), the appeal hearing must be conducted on a closed record. A closed-record appeal hearing is limited to argument from the appellant, the applicant and city staff, and deliberation by the City Council. Argument and deliberation shall be limited to the record established at the original open-record hearing. The record shall consist of testimony and deliberation at the original hearing as recorded by an audio/visual tape or transcript certified as accurate and complete, any other materials submitted into the record, and the final order being appealed. VMC 20.210.130C.3.b.

Basis of Appeal – Insufficient Setback of Multi-family building C along the south property line based on the medical use located on neighboring property to the south.

Response:

The development under appeal is subject to the standards of the 1997 Vancouver Zoning Ordinance as authorized by the Development Agreement (DA) initially adopted July 21, 1997 (Resolution M-3117) which vests development to the City development standards in effect at the time.

The minimum side yard setback in the MX zone is 10 feet unless the building abuts a single-family residential district in which case the required setback is 14 feet. In this case, the abutting property is zoned Community Commercial (CC), and the minimum required side yard setback is 10 feet.

The Appellant asserts that based on the medical use to the south, Building C should be setback 43 feet from the south property line to "prevent overcrowding of land; to avoid undue concentration of population; promote a coordinated development of unbuilt areas; to encourage the formation of neighborhood or community units;". The MX zone, however, does not require an increased setback from any proposed use other than single-family residential districts, which would increase the required setback to 14 feet.

To accommodate the concerns, the Applicant has voluntarily exceeded the minimum side setback along the southern property line by providing approximately 25 feet between the building and the south property line. The proposed balconies will be approximately 21 feet from the south property line. The Applicant is also proposing additional landscaping along the south property line consisting of additional conifer trees to provide additional buffering between the two properties. Overall, the proposed development has demonstrated compliance with the minimum setback

requirement. Additionally, the applicant has proposed additional landscaping to provide additional buffering. City staff must apply the code as written and cannot deviate from the code based on the requests of individual community members.

Advantage(s)

N/A

Disadvantage(s)

N/A

Budget Impact

N/A

Prior Council Review

None

Action Requested

Staff's position is the Applicant designed a development demonstrating compliance with all applicable codes and land use requirements. The Applicant has proposed landscaping and additional setback to reduce potential impacts. City staff must apply the code as written and cannot deviate from the code based on the requests of individual community members. The proposed Building C setback exceeds the minimum setback requirement allowed by Code. Staff recommends DENIAL of this appeal upholding the decision by the City of Vancouver Hearing Examiner as detailed in the Findings, Conclusions and Decision dated June 10, 2022.

Mark Person, Senior Planner, 360-487-7885

ATTACHMENTS:

- ▣ Presentation
- ▣ Jen's Pointe Mixed Use Staff Report
- ▣ Application Form
- ▣ Narrative
- ▣ Development Plans
- ▣ Notice of Application
- ▣ Final DNS
- ▣ TIA Summary
- ▣ Traffic Study
- ▣ Geotechnical Report
- ▣ Preliminary Stormwater Report
- ▣ CCPH Letter
- ▣ Ecology Comments
- ▣ Kim Comments
- ▣ Staff Response to Kim Comment

- ▣ Final Order of the Hearing Examiner
- ▣ Kim Appeal
- ▣ Applicant Response Letter

An aerial photograph of a city neighborhood. In the center is a large, green, rectangular park area with many trees. Surrounding the park are various buildings, including multi-story apartment complexes and commercial buildings. The streets are visible, and there are some parking lots. The overall scene is a dense urban environment with a central green space.

Jens Pointe Appeal



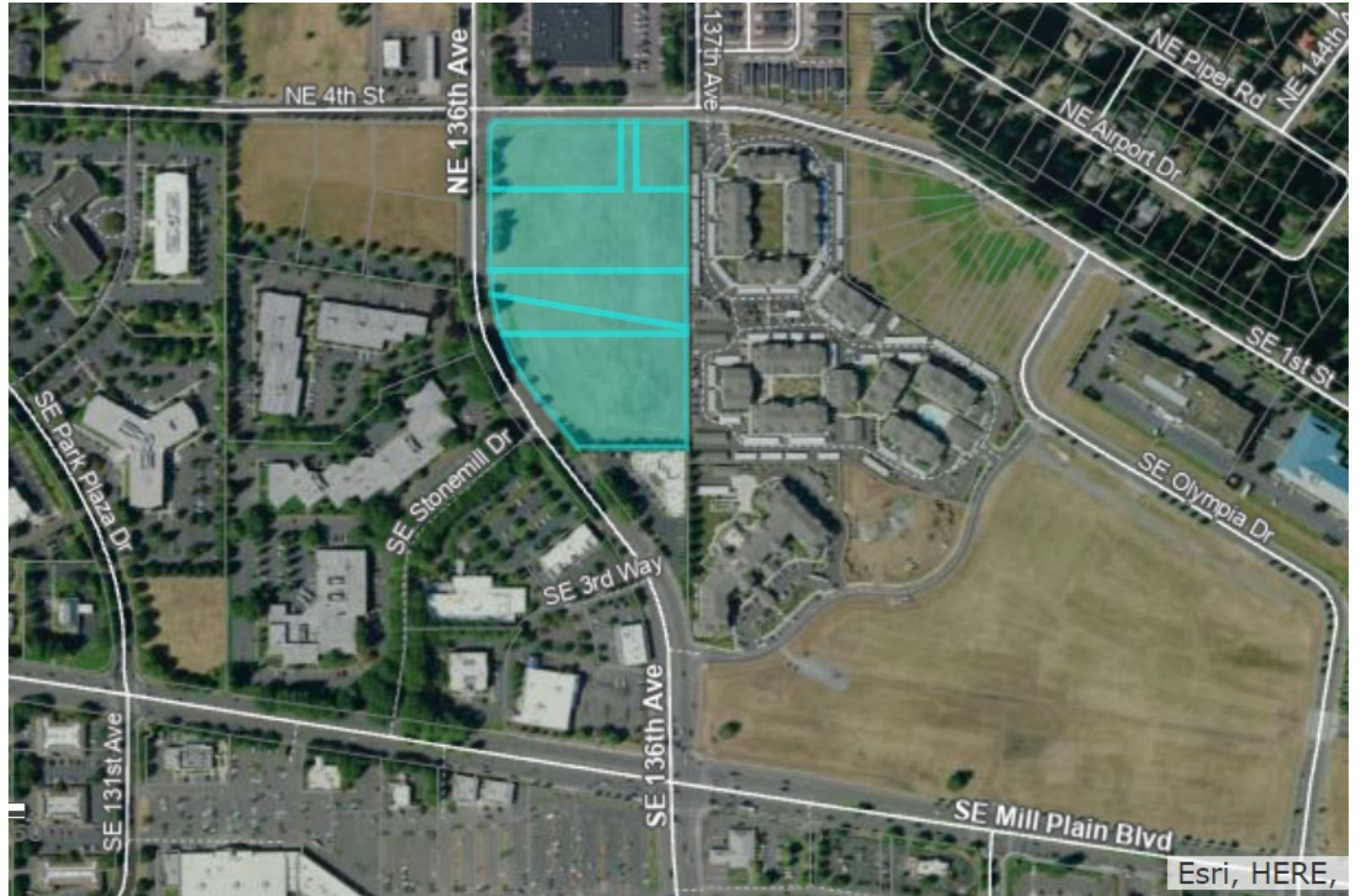
Mark Person
Senior Planner
Community Development Department

Agenda

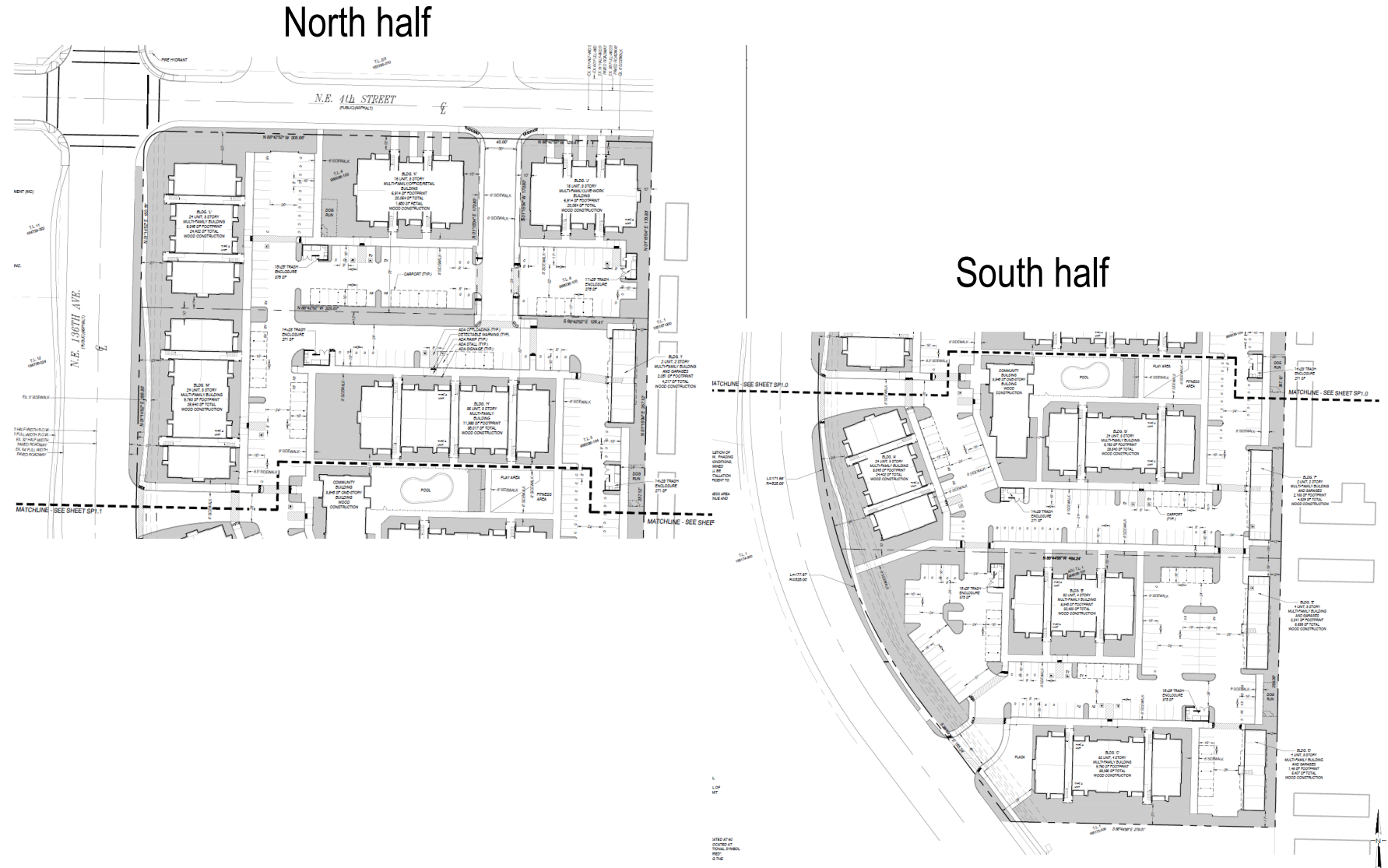
- Site Background
- Process to date
- Appeal
- Staff Recommendation



Jens Pointe Site Aerial Photo



Jens Pointe Approved Plan



Jens Pointe

Process to Date

- Site is subject to a Development Agreement vesting it to the 1997 Vancouver zoning code
- Staff recommended approval and the Hearing Examiner approved the 240 multi-family mixed use development on June 10, 2022
- Appeal was received on June 23, 2022

Jens Pointe

Appeal

Basis of Appeal

Insufficient Setback of Multi-family building C along the south property line based on the medical use located on neighboring property to the south.

Staff response

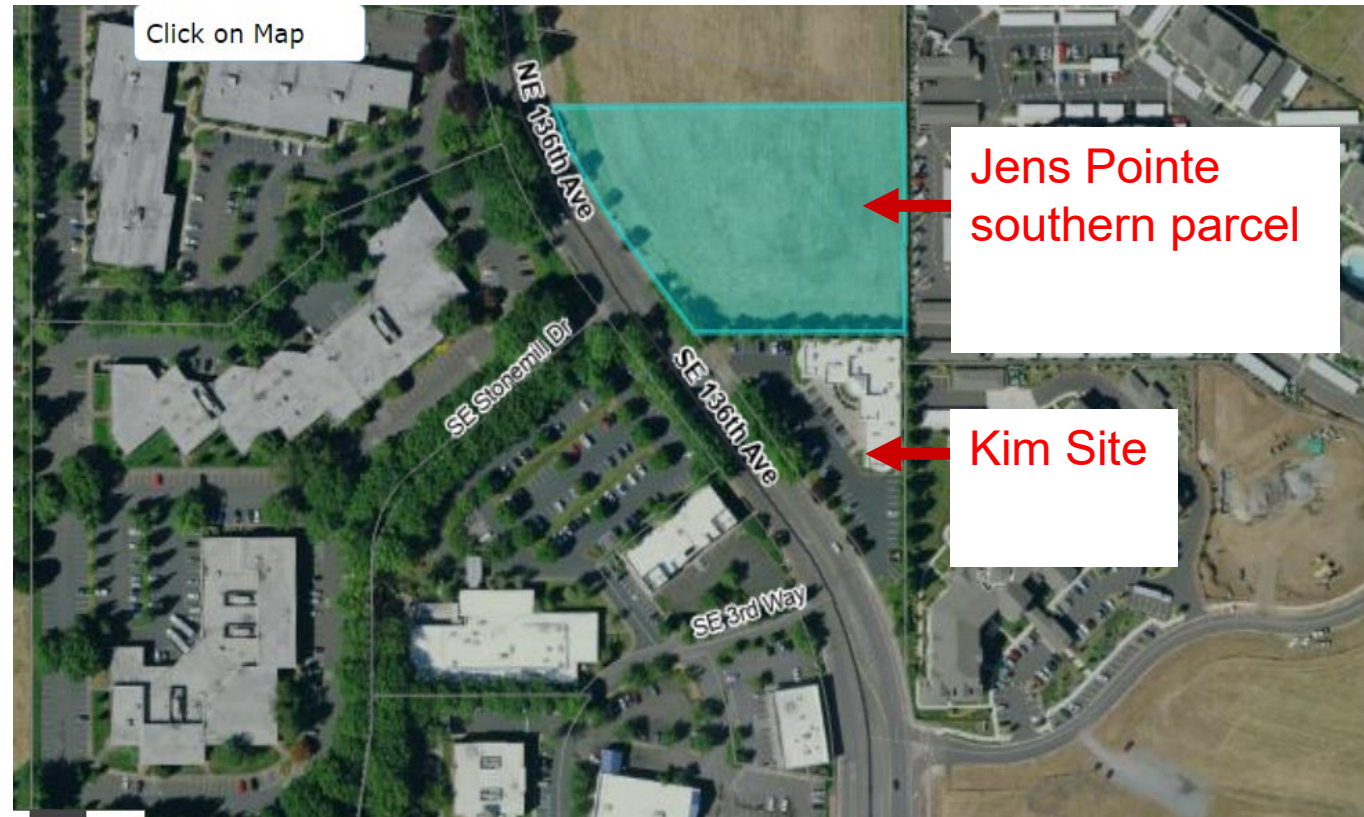
Proposal exceeds the minimum 10-foot side yard setback required by the applicable land use code.

Jens Pointe

Appeal

- Applicable land use code requires a minimum 10-foot side yard setback
- Applicant has voluntarily exceeded the minimum side setback along the southern property line by providing approximately 25 feet between the building and the south property line. Applicant is also proposing additional landscaping along the south property line consisting of additional conifer trees to provide additional buffering between the two properties.

Jens Pointe



The logo for the City of Vancouver, Washington, featuring the word "Vancouver" in a large, bold, sans-serif font, with "CITY OF" above it and "WASHINGTON" below it, all in white text on a blue background. Below the text are three white wavy lines representing water.

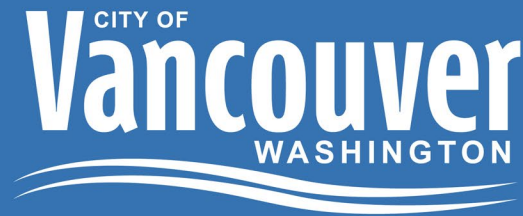
Jens Pointe

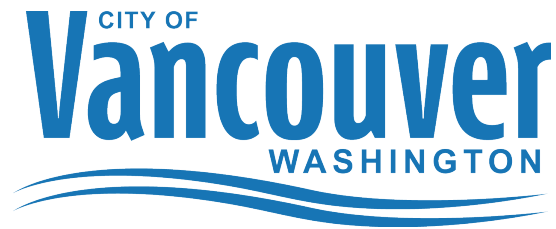
Recommendation

- Staff recommends DENIAL of this appeal upholding the decision by the City of Vancouver Hearing Examiner as detailed in the Findings, Conclusions and Decision dated June 10, 2022.

Thank You

Questions





City of Vancouver • P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

Staff Report and Recommendation to the Hearing Examiner
Jens Pointe Mixed-Use
PRJ-167483/LUP-82098

Report Date	May 3, 2022
Hearing Date	May 17, 2022
Proposal	A phased mixed-use development consisting of 240 apartments, including 2 live/work units, a community building, swimming pool, playground, dog runs, an outdoor fitness area and 1,850 square feet of retail/office space. This proposal is being reviewed using the Type III process.
Location	Parcels 986036103, 986036105, 986036104, 986036102, 986036101, and 986036100, located in the SW Quarter, Section 26 and NW Quarter, Section 35, Township 2N Range 2E of the Willamette Meridian
Contact	Mike Odren – Olson Engineering Inc. 222 E Evergreen Blvd Vancouver WA 98660 360-695-1385
Applicant	Mike Jenkins, Brandi Ho - MAJ Pointe, LLC 300 W 15th Street, Suite 200 Vancouver WA 98660 360-823-5125
Property Owners	MAJ, JPN, LLC. AL. – MAJ Pointe, LLC ET. AL. – MAJ JPS, LLC ET. AL. 300 W 15th Street, Suite 200 Vancouver WA 98660 360-823-5125
Staff	Patti McEllrath, Senior Planner – Case Manager Eric Hahn, Senior Civil Engineer – Transportation/Concurrency Mark Castle, Civil Engineer – Sanitary Sewer Fereidoon Safdari, Civil Engineer – Stormwater/Erosion Control Cole Benak, Senior Engineering Tech – Water Amanda Romero, Solid Waste Analyst – Solid Waste Charles Ray, Urban Forester Andrew Jorgenson, Deputy Fire Marshal

SEPA**Determination** Final Determination of Nonsignificance**Approval****Criteria** Master Plan – VZO 20.21.306 (1997)**Staff****Recommendation** Preliminary approval with conditions. Project conditions and/or required revisions are identified in the conclusion of and throughout this report.**APPEAL**

This report to the hearing examiner is a recommendation from Community Development Department. The examiner may adopt, modify, or reject this recommendation. The examiner will render a written decision within 10 working days after the public hearing record closes. The hearing examiner's decision may be appealed to the Vancouver City Council within 14 calendar days after the date the examiner's decision is mailed. Appeals must be made in writing and be received within this time period. The letter of appeal shall state the case number designated by the city and the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210.130.B, the specific aspect(s) of the decision being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied upon to prove the error (VMC 20.210.130.A).

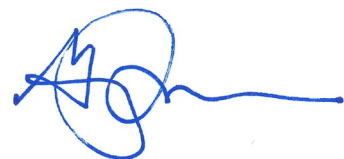
A fee of \$2,034.00 must accompany the appeal. However, if the aggrieved party is a recognized neighborhood association, the fee assessed is \$154.00. The association must demonstrate at the time of appeal submittal that the decision to appeal was made pursuant to association bylaws. During the current COVID-19 crisis, the appeal request shall be emailed to epplans@cityofvancouver.us as well as to the case manager's e-mail address below and the appeal fee electronically paid to the City of Vancouver.

For questions or additional information, you may contact the case manager at patti.mcellrath@cityofvancouver.us.



Report Prepared by
Patti McEllrath, Senior Planner/Case Manager

May 3, 2022
Date



Greg Turner, Manager
Land Use Team

May 3, 2022
Date

BACKGROUND

Project Summary/Key Issues

The applicant proposes a phased mixed-use development on the southwest corner of NE 136th Avenue and NE 4th Street. The proposal includes 240 multi-family dwelling units within 13 buildings, associated amenities including a community center building, pool area, playground, outdoor fitness area, plaza area and three dog runs. Included as part of the proposed development are two live-work units fronting NE 4th Street in Building J and an 1,850-square-foot commercial space in Building K fronting NE 4th Street.

The site is subject to the Development Agreement (DA) adopted July 21, 1997 (Resolution M-3117); an agreement clarifying the 1997 DA signed April 29, 2002; and a DA Extension recorded April 20, 2012. Current code references are cited throughout this report. However, the development is subject to the development standards of the zoning ordinance in effect at the time the DA was adopted unless consent of the affected party is granted to use current standards.

The applicant is proposing to use the mixed-use overlay standards of the 1997 Vancouver Zoning Ordinance. The proposal is subject to the review procedural process for a master plan, and site plan through the Type III procedure with staff recommendation to the hearing examiner.

Recorded utility and sanitary sewer easements currently exist along NE 136th Avenue; structures are prohibited to be constructed within the easement boundaries. Building placement along NE 136th shall be located out of the said easements.

The configuration of the buildings will require a boundary line adjustment (BLA) to assure no buildings are constructed over lot lines. The applicant has indicated parcels 986036102, 986036101 and 986036104 will be combined to create one 4.16-acre parcel prior to final engineering approval. The applicant shall provide documentation of the recording of this lot line adjustment prior to final engineering approval. A joint use access, parking and maintenance agreement will be required to be recorded on all parcels.

Access to the site will be provided via two driveways on NE 136th Avenue and one driveway from NE 4th Street in locations previously vested under the DA.

General Site Information

Zoning District	MC/CC per the vested development agreement (currently OCI/CC)
Adjacent Zoning Designation	OCI and CC to the west (across NE 136 th Ave); IL to the north (across NE 4 th St.); MX to the east; CC to the south
Comprehensive Plan Designation	IND and COM
Parcel Size	Six parcels totaling approximately 8.4 acres
Adjacent Land Uses	Residential to the east; US Postal Service to the north; vacant and commercial to the west and south;
Access Roads	NE 136 th Ave to the west; NE 4 th St. to the north
Existing Vegetation	None
Existing Structures	None
Topography	The site is generally flat
Geologic Hazards	None known
Seismic Hazard	C
Archaeology	Priority level B-Low probability, over 5 acres
Drainage Basin	Burnt Bridge Creek
Wellhead Protection	The site does not fall within a wellhead protection area

Soils	LgB, Lauren gravelly loam 0-8 percent slopes
Park Impact Fee District	C
School Impact Fee District	Evergreen
Impacted Schools	Hearthwood Elementary, Cascade Middle School, Evergreen High School
Traffic Impact Fee District	Cascade
Sewer District	City of Vancouver
Water District	City of Vancouver
Fire Service	City of Vancouver
Neighborhood Association	n/a

Procedural History

Activity	Case #	Date
Annexation history	M-3277-3278	01-01-1997
Pre-application conference	PIR-81614	08-06-2021
Application submitted	LUP-82098	01-13-2022
Application determined fully complete		02-10-2022
Notice of application and notice of public hearing		02-18-2022
Final DNS		03-22-2022
Hearing Date		05-17-2022

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; 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; 20.915 Impact Fees; 20.770 Tree Conservation; 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

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.

- Development review evaluation from Clark Public Health dated Dec. 11, 2021

- Comments dated March 20, 2022, from Dr. Daniel Kim, DDS and Hooja Kim citing concerns of multi-story building on the southern end of the site compromising privacy of patients receiving treatments in dental exam rooms due to large seamless windows in the dental office.

FINDINGS

Land Use

20.210 Decision Making Procedures

Finding: The applicant is proposing to use the mixed-use standards of the 1997 Vancouver Zoning Ordinance. The proposal is subject to the current land use review procedural process for a master plan through the Type III procedure with staff recommendation to the hearing examiner. As noted in the procedural history section, staff followed the required notification procedures and review timelines for a Type III development application.

20.00 Procedures

The development is vested to the 1997 Vancouver Zoning Ordinance through a recorded development agreement. The applicant has elected to utilize the 1997 Ordinance. Site design and improvements shall be reviewed for consistency with applicable standards as prescribed by established procedures and timelines. The classification and vesting of an application, review timelines and appeal procedure shall comply with the provisions of Title 20.

20.00.245 Site Plan Submittal Requirements

Finding: The applicant has submitted the applicable materials as detailed in 20.00.245 A-F and demonstrated compliance with the standards as conditioned.

20.21 Commercial Districts

Finding: The proposed residential, retail and office use are permitted uses in the MX overlay provided a minimum residential density of 12 dwelling units/acre is provided.

20.270.030.E Phased development

Upon request the planning official may approve a time schedule for developing a site in phases. Phasing plans shall be reviewed, using the approval criteria contained in Subsection (2) below.

2. The criteria for approving a phased site plan review application shall be as follows:
 - a. The public facilities are necessary to serve the phase constructed in conjunction with or prior to each phase;
 - b. The development and occupancy of any phase is not dependent on the use of temporary public facilities. A temporary public facility is any facility not constructed to the applicable City or District standard; and
 - c. The phased development shall not result in requiring the City, other property owners, or latecomers, to construct public facilities that were required as part of the approved development proposal.

Finding: The applicant has demonstrated the ability to comply with the above criteria as conditioned.

20.21.306 Mixed-Use (MX) Development Standards

Master Planning Process

Finding: The purpose of the Master Planning Process is to assure that the proposed development

is considered as a whole, assure that phased development is properly coordinated and provide the property owner with reliable assurances of the city's expectation for the overall project. A master plan is required for developments which include at least two buildings or will be developed in phases.

A phasing schedule was included with the applicant's narrative and included a written explanation of the intended phasing schedule.

A mix of uses either within a single building or on a development site must be provided. The mix shall be residential and commercial, residential and industrial or residential commercial and industrial.

Densities

Finding: The proposed development meets the minimum FAR requirement of 0.5:1 for the Mixed-Use District by providing a FAR of 0.75:1

Lot Dimension Requirements

Mixed Use	Minimum	Maximum
Width	20 feet	None
Depth	90 feet	None
Area	2,500 SF	None

Finding: All lots, including the newly configured lot to be created by the BLA discussed earlier in this report meet the minimum and maximum lot dimensional standards.

Yard Requirements

Mixed Use	Minimum	Maximum
Front Yard	10 feet	20 feet
Rear Yard	10 feet	20 feet
Side Yard	10 feet	None

An adjustment to the front yard setback for buildings A, C, L and M has been requested and granted due to the location of an existing sanitary sewer and utility easement along that frontage. Building A has been set at the edge of the sewer easement which results in a setback from the right of way along NE 136th Avenue of 24 feet at the northwest corner of the building and a maximum setback of 34 feet at the southwest corner of the building. The easement location prevents building A from being located any closer to the right of way along NE 136th Avenue.

Buildings L and M have been placed along the edge of an existing utility easement in which no building may encroach resulting in a 21-foot setback.

Building C is approximately 39 feet from the street with the facade facing to the north. A public plaza has been provided between the public right of way and the building.

As authorized by VMC 20.255.040 these adjustments are accepted as proposed.

Building Coverage and Open Space

No more than 85 percent of the square footage of the site may be covered by buildings and parking. At least 15 percent of the square footage of the site must be open space. Landscaped setbacks may be used to meet the open space requirement.

Finding: Approximately 25 percent (33% net site) of the site will be landscaped and open space.

Landscaping and Open Storage

All mixed-use developments including those in the City Center District, shall meet the landscaping requirements for commercial districts set forth in Chapter 20.83 VMC.

Finding: The proposed development meets the landscaping requirements of 20.83 as proposed. The proposed development includes approximately 25 percent landscaping. No open storage is proposed.

Conversion of Existing Structures

Finding: The site is vacant; no conversion of existing structures is proposed.

Outdoor Business Activities

Finding: No outdoor business activities are proposed as part of the development.

Height Requirements

The maximum building height shall be 65 feet subject to the provisions of Section 20.93.220 and all ground floor units shall have a minimum structural ceiling height of 10 feet.

Finding: The proposed development includes maximum building heights of 52 feet. Ground floor units have a minimum structural ceiling height of 10 feet.

Signs

Finding: No signs are proposed as part of the application.

Parking and Loading

The maximum number of parking spaces to be provided is limited to 125 percent of that required by Chapter 20.81. Parking shall not be provided between the right of way and the building façade.

Finding: The requirements of 20.81 are addressed within this staff report. The site plan indicates 360 stalls will be provided for the apartments (1.5 per unit) and seven spaces for the retail use (1 space per 250 square feet). A total of 371 parking stalls have been provided exceeding the minimum but within the 125 percent allowed. The applicant has indicated 286 standard stalls (includes 24 garages, 17 ADA and 23 EV stalls) and 85 compact stalls. No parking is proposed between the right of way and any building façade.

Building Orientation

The primary building entrance shall be oriented to the major street on which the building has frontage.

Finding: The primary entrance to buildings located along NE 136th Avenue (Buildings A, L and M) have building entrances that are oriented toward NE 136th Avenue. The buildings located along NE 4th Street (Buildings J and K) have building entrances that are oriented toward NE 4th Street.

Pedestrian Access

Finding: A pedestrian circulation system linking buildings and other amenities and common areas has been provided linking the sidewalks along both street frontages to the primary entrances of the structures. The on-site pedestrian paths are proposed to be six feet in width; sidewalks that abut parking stalls will be eight feet wide to accommodate a 2-foot bumper overhang. All

pedestrian crossings will be striped and clearly identifiable.

On-site lighting has been incorporated onto the proposed buildings. A photometric plan showing how internal pedestrian circulation areas will be lighted is provided to ensure safety.

Frontage

No more than 25 percent of the distance from property line to property line of that portion of a parcel facing a dedicated public or private street may be used for surface parking.

Finding: The approximate length of right of way along NE 136th Avenue is 852 feet. The proposed development includes approximately 19 percent surface parking abutting NE 136th Avenue. Less than 25 percent of the distance from property line to property line facing a public street is used for public parking.

Building Facades

At least 75 percent of the width and 50 percent of the ground level wall area (total width by 9 feet above grade) of any new or reconstructed building facing a public street or pedestrian way shall be devoted to interest-creating features such as pedestrian entrances, reliefs, murals, landscaping, transparent show or display windows or windows affording views into retail, office or lobby spaces.

Finding: There are no blank walls or garage doors proposed along either NE 136th Avenue or NE 4th Street. The proposed development meets the building façade standards through a combination of pedestrian entrances, canopies, windows, balconies and landscaping and complies with the 75 percent width and 50 percent ground level wall providing interest creating features.

20.790 SEPA Regulations

Finding: A SEPA checklist was provided as part of this application. After review of the document, staff issued an optional SEPA Determination of Nonsignificance (DNS) Feb. 18, 2022. The comment period ended March 21, 2022.

A FINAL Determination of Nonsignificance was issued March 22, 2022. The appeal period ended April 5, 2022; no appeals were received.

20.81 Parking and Loading

Parking spaces, parking lot design and loading spaces shall be provided as established by VMC 20.81. The purpose of VMC 20.81 is to ensure harmonious development of land, minimize congestion, and ensure traffic safety.

Finding: Table 20.81.320 sets out the required parking ratios for specific uses. Proposed developments with three or more family residential units require 1.5 spaces per dwelling unit. For 240 units, 360 parking spaces are required. For the 1,850 square feet of retail/office use, one parking stall per 250 square feet is required which equates to seven parking stalls. The applicant has provided 371 parking stalls meeting minimum parking requirements.

As previously discussed, 286 standard sized stalls (9 x 18) will be provided, and 85 compact (8 x 14) stalls will be provided.

Screening of parking areas along public streets shall be provided and shall be three feet in height. Where the parking abuts NE 4th Street at the northern end of the site and along NE 136th at the south end of the site along the west property line, Otto Luyken Laurel is proposed providing a 3-foot screen.

The lighting proposed will be shielded to prevent off-site glare on adjacent properties.

20.83 Landscaping

Finding: As previously discussed approximately 33 percent of the net site will be landscaped exceeding the minimum requirement of 15 percent of the total net area requiring landscaping.

Street trees a minimum caliper of two inches is required at a minimum rate of one tree for every 30 feet along street frontages. The landscape plan submitted shows compliance with this requirement.

The following note shall be included on the planting plan:

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.

20.96 Tree Conservation

Finding: A level V tree plan was submitted identifying existing trees, which trees are proposed for retention and which trees will require removal. Minimum tree units have been met as proposed. The overall project area is approximately 8.43 acres requiring 253 tree units. On-site Douglas fir, cedar trees and some oak trees totaling 49 tree units will be retained; 204 trees are proposed to be planted for a total of 253 total tree units.

20.99 Archaeological Resource Preservation

Finding: 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 but is greater than five acres. However, an archaeological predetermination was previously submitted with the finding that no survey would be required. If any cultural or historical resources are discovered during construction activity, construction shall cease until a qualified archaeologist assesses the find.

In the event that intact archaeological deposits are encountered during construction, work shall be halted immediately, and the City of Vancouver Community Development Department and the Washington State Department of Archaeology and Historic Preservation be notified in order for the findings to be investigated and assessed by a professional archaeologist. A note shall be added to the final site plan stating this condition.

20.97 Impact Fees

Impact fees are calculated at building permit submittal and due at building permit issuance. Currently the fees are as follows:

Transportation

Use	TIF
Retail/Office	\$7,964.67
Apartments	\$319,823.55

Parks

Park District #	Fee/Unit	# of Units	Park Impact Fees
District C	\$2,575	240	\$618,000

Schools

School	Housing Type	Fee/Unit	# of Units	Total School Impact Fee
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District				
Evergreen	Multi-family	\$3,753	240	\$900,720

VMC 20.970 Solid Waste

The 1997 Vancouver Zoning Ordinance and Developer Agreement are silent on solid waste requirements; therefore, all solid waste requirements have been met. Staff recommend that the proposed Jen's Pointe Apartments with 240 multi-family units plan for solid waste per VMC 20.970 (current code) as described below in the advisory note.

Concerning Solid Waste Storage Requirements

Finding: The applicant proposes seven exterior trash and recycling enclosures illustrated on plans **(007 Preliminary Site Plan SP1.0)** and **(008 Preliminary Site Plan SP 1.1)**. The plans show enclosures sized to fit the following containers to be used by residents in 240 units:

Enclosure Location	Garbage	Mixed Recycling	Glass
Building J 11' x 25' (275 SF)	1, 4 yd dumpster	1, 4 yd dumpster	1, 64- gal cart
Between Buildings K and L 15' x 25' (375 SF)	1, 4 yd dumpster	1, 4 yd dumpster 2, 95-gal carts	3, 64- gal carts
Between Buildings H and M 14' x 23' (271 SF)	1, 4 yd dumpster	1, 4 yd dumpster 2, 95-gal carts	3, 64- gal carts
East of Building H 14' x 23' (271 SF)	1, 4 yd dumpster	1, 4 yd dumpster 2, 95-gal carts	3, 64- gal carts
Between Buildings A and G 14' x 23' (271 SF)	1, 4 yd dumpster	1, 4 yd dumpster 2, 95-gal carts	3, 64- gal carts
West of Building B 15' x 25' (375 SF)	1, 4 yd dumpster	1, 4 yd dumpster 2, 95-gal carts	3, 64- gal carts
Building C 15' x 25' (375 SF)	1, 4 yd dumpster	1, 4 yd dumpster 2, 95-gal carts	3, 64- gal carts
Total Space Proposed	28 cu yards	32 cu yards	1,216 gallons
Total Space Recommended per Current Code	38 cu yds collected weekly	57 cu yds collected weekly	1,920 gallons collected weekly

Advisory Note: Per current code **20.970.030(D)(1)** multi-unit residential buildings containing five or more units shall provide a minimum weekly storage area to accommodate the equivalent of 32 gallons of garbage per residential unit plus 48 gallons of mixed recycling and 8 gallons of glass recycling. To meet current code, add space to accommodate the additional service as indicated in the table above.

Concerning Solid Waste Tenant Access Requirements

Finding: As shown on plans **(007 Preliminary Site Plan SP1.0)** and **(008 Preliminary Site Plan SP 1.1)**, the enclosures have a separate person access door in addition to service gates and are located within 150 feet of ground floor doors to the residential units.

Concerning Solid Waste Collector Access

Finding: As designed, the development appears serviceable by collection vehicles allowing for direct access and ease of circulation through the site with limited backing. As shown on plans **(007 Preliminary Site Plan SP1.0)** and **(008 Preliminary Site Plan SP 1.1)**, there is sufficient turnaround space within the development.

All solid waste requirements have been met.

Transportation Concurrency

Concurrency

Finding: The applicant is proposing the phased development of a 240-unit apartment project with parking and associated amenities. Included are two live-work units and an 1,850-square-foot commercial space. The project is located on the southeast corner of NE 136th Avenue and NE 4th Street, on tax lots 986036103, 986036105, 986036104, 986036102, 986036101, and 986036100. The site is currently vacant. Access to the apartments will be by way of two driveways on NE 136th/138th Avenue and one driveway on NE 4th Street.

The property is subject to a Development Agreement (DA) between the City and the Haagen Family Trust, which was most recently approved by the City Council in March 2012. The DA includes weekday p.m. peak hour trip vesting for the subject development. Pursuant to the provisions of the DA, the applicant need only to submit a trip generation report demonstrating that the trips associated with the proposed development are within the number of vested trips contained within the DA.

The applicant submitted a trip generation and distribution report dated Dec. 23, 2021, from Lancaster Mobley. Trip generation rates were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, utilizing Land Use Codes 221 (Multi-family Housing – Mid-rise) and 820 (Shopping Center). Based on this information, the proposed project will generate 1,338 new Average Daily Trips (ADT), including 88 new a.m. peak hour trips, and 110 new p.m. peak hour trips. The submitted documentation fulfills the city's requirements for concurrency analysis.

Pursuant to VMC 11.70.090, the segment of NE 136th Avenue between Mill Plain Boulevard and NE 28th 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 trip distribution information contained in the memo, the new p.m. peak hour trips generated to this corridor by the proposed development are not anticipated to cause the corridor to drop below the adopted level of service standard.

The proposed project is located within the #268 Transportation Analysis Zone and contributes p.m. peak hour trips to the following Transportation Management Zones (TMZ):

Corridor Name	Corridor Limit	PM Peak Trips
Mill Plain Blvd.	Andresen Road to I-205	9
Mill Plain Blvd.	I-205 to 136 th Ave.	43
Mill Plain Blvd.	136 th Ave. to 164 th Ave.	27
Mill Plain Blvd.	164 th Ave. to 192 nd Ave.	8
112 th Avenue	Mill Plain Blvd. to 28 th Street	3
112 th Avenue	28 th Street to 51 st Street	1
164 th /162 nd Avenue	SR 14 to SE 1 st St.	11
164 th /162 nd Avenue	SE 1 st St. to Fourth Plain Blvd	3
Burton Road / 28 th St.	18 th Street to 112 th Ave.	1
Burton Road / 28 th St.	112 th Ave. to 138 th Ave	2
Burton Road / 28 th St.	138 th Ave. to 162 nd Ave	1
NE 18 th Street	112 th Avenue to 138 th Avenue	5
NE 18 th Street	138 th Avenue to 162 nd Avenue	8

136 th / 137 th Ave.	Mill Plain Blvd. to NE 28 th St.	77
136 th / 137 th Ave	NE 28 th St. to Fourth Plain Blvd	10

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay concurrency monitoring fees totaling \$1,500.00.** Pursuant to the applicant's information, the project will not distribute trips to any other Transportation Management Zones. The submitted documentation fulfills the city's requirements for concurrency analysis.

The submitted documentation fulfills the city's requirements for concurrency analysis. Transportation Impact Fees (TIF) will be 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.

Transportation

Finding: Northeast 136th Avenue is designated a minor arterial which requires a minimum 50 feet half-width right of way and 35 paved street half-width per city standard plan T10-08. The existing road along the property frontage of NE 136th Avenue includes asphalt roadway, curb, gutter, sidewalk, ADA ramps, and storm drainage. **Prior to the issuance of occupancy approval, the applicant shall provide the following improvements to NE 136th Avenue, per City of Vancouver standards:**

- Per city standard plan T01-07, construct two major commercial driveway approaches. The southernmost driveway must align with the existing driveway to Stonemill Drive on the opposite side of the street. The construction drawings must show the existing Stonemill driveway to verify the two accesses are aligned.
- Must provide 400 feet of sight distance at both proposed driveways, per city standard plan T04-03, based on an assumed 85th percentile speed of 40 mph. On-site structures and landscaping must be designed and located to accommodate this requirement. Street trees have been pre-approved for use within the sight distance area, so they do not need to be moved or removed.
- Repair any existing sidewalk deficiencies along the project frontage to ensure ADA compliance.
- Utility trenching must be restored per T05-04A&B and T05-06A&B (CDF). Asphalt restoration shall meet T05-01B and T05-07. A single continuous width restoration is required.

Northeast 4th Street is designated a minor arterial which requires a minimum 35 feet half-width right of way and 23 feet paved street half-width per city standard plan T10-12. The existing road along the property frontage of NE 4th Street includes asphalt roadway, curb, gutter, attached sidewalks, ADA ramps, street lighting, and storm drainage. **Prior to the issuance of occupancy approval, the applicant shall provide the following improvements to NE 4th Street, per City of Vancouver standards:**

- Per city standard plan T01-07, construct a major commercial driveway approach. The driveway must align with the existing driveway to the USPS facility on the opposite side of the street. The construction drawings must show the existing USPS driveway to verify the two accesses are aligned.
- Remove the existing unused driveway and replace with curb, gutter, and attached sidewalk to match existing.
- Repair any existing sidewalk deficiencies along the project frontage to ensure ADA compliance.

- **Utility trenching must be restored per T05-04A&B and T05-06A&B (CDF). Asphalt restoration shall meet T05-01B and T05-07. A single continuous width restoration is required.**

The proposed development meets the requirements of VMC 11.80 as conditioned.

Water, Sewer, Erosion Control and Stormwater

Water

Finding: City records indicate that there is:

- 10-inch Ductile Iron (DI) water main within NE 136th Ave.
- 8-inch DI water main within NE 4th St.
- 8-inch DI water main stub located at the Northeast corner of the project tax lot from the 8-inch DI water main within NE 4th St.
- The nearest fire hydrant is located on the west side of NE 136th Ave across from the project tax lot at the Southwest corner.

To obtain water supply for the project:

- Connect to the existing 10-inch DI water main within NE 136th Ave and extend a new 8-inch Zinc Coated DI water main onto the project property. Loop this new 8-inch ZDI water main through the project tax lot as necessary to serve any domestic water, fire hydrant or suppression requirements.
- Fire hydrant locations are to be specified by the fire marshal. **If new hydrants are required**, they shall be served by water mains with a minimum of 8-inch diameter. The exception allows utilization of a 6-inch main for dead-end run shorter than 50 feet to a hydrant.
- A public easement will be required for any public water main, meter or hydrant located outside of City of Vancouver right of way.
- Separate water services are required for each building. Water meters shall be located in a non-paved area, centered along the property frontage.
- If wells are found to be on-site, future use or abandonment requirements from the Departments of Health and Ecology must be met. If an existing well is to remain in service, approval from the city's Water Quality Department will also be required, including appropriate backflow protection.

The submitted plan indicates the City of Vancouver requirements for water can be met. The applicant shall meet the water requirements as per the *General Requirements & Details for the Design and Construction of Water, Sanitary Sewer and Surface Water Systems* (latest revision). Additional fees associated with permits, System Development Charges (SDC) and Main fees will/may also be required.

Further requirements may be necessary depending on the final project configuration.

Sanitary Sewer

Finding: Public sanitary sewer fronts the site in both NE 136th Avenue and NE 4th Street and is available for service.

Developments are required to extend public sewer to and through the site and across frontages (VMC 14.04.280). In this case existing public sewers already adequately front and extensions through the site are not required for future service to other area parcels. Code also requires separate service laterals for each building. Standards require at least one 6-inch service lateral for each building. Standards also require separate service laterals for separate types-of-use.

Construction of on-site public sewers is required to serve each building. On-site public sewer easements are also required.

Sewer service is discussed on page 5 of the narrative. A preliminary utility plan is shown on sheet C1.0 of the drawings submitted with the application. Public sewer will be extended on-site within public easements from the existing sewer main in/adjacent to 136th Avenue to serve Buildings A-G, M, and the Community Center. Public sewer will be extended on-site within public easements from the existing sewer main in 4th Street to serve Buildings H-L. The proposal generally satisfies the codes service requirements.

Sanitary Sewer Conditions

Prior to civil plan approval complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for design and construction. Install dual service laterals for the live/work units or provide documentation during civil plan review that the business occupancy of those units will function substantially similar to multi-family. Address redline comments and submit the final design for civil plan approval.

During Construction

Secure construction permits and schedule and attend a pre-construction meeting. Construct new public sewers and service laterals as shown on the approved civil plans. Satisfy Construction Services testing and inspection requirements and secure Construction Acceptance.

Satisfy submittal and other requirements itemized in the Notification of Civil Plan Approval and secure final civil project acceptance.

Prior to occupancy pay application fees and secure sewer connection permits. Connect new building sewers according to the plumbing code.

The applicant has demonstrated that the standards for public sewer can be met as conditioned.

Erosion Control

Finding: The proposed development will construct 240 apartment units, a community center, 360 parking spaces, a garage building, landscaping areas, and other improvements including water, sewer, and stormwater utilities. The total development site encompasses more than 186,000 square feet of land.

The applicant has submitted a preliminary grading and erosion control plan.

The applicant shall submit a Construction Stormwater Pollution Prevention Plan (SWPPP) to the city, prior to final civil plan approval.

As conditioned, the applicant has demonstrated that the City of Vancouver Erosion Control ordinance (VMC 14.24) can be met.

Stormwater

Finding: The proposed project will create over 5,000 square feet of new hard surfaces (roof tops, parking areas, drive aisle, etc.) triggering minimum requirements 1 thru 9 of the Western Washington Stormwater Manual.

The applicant proposes to utilize Old Castle Bio-Pod units or similar BMPs to provide enhanced water quality treatment for pollution generating surface areas. The proposed water quality treatment facilities are approved best management practice (BMP) by the Stormwater Management Manual for Western Washington and the City of Vancouver Municipal Code (VMC 14.25).

The project proposes to construct several infiltration trenches with perforated pipe to meet the city's water quantity control requirement. The applicant has submitted a geotechnical/soil evaluation report prepared by Hart Crowser as supporting document for the proposed stormwater system.

The applicant shall conduct additional geotechnical evaluations during construction to confirm the design infiltration rates and groundwater depth.

The applicant shall dedicate an easement to the City of Vancouver in the form of a "Covenant running with the land" for access and inspection of the stormwater facilities.

The applicant shall register all underground injection control (UICs) with the Department of Ecology UIC program.

As conditioned, the proposed stormwater management system meets City of Vancouver water quality treatment and water quantity control requirements.

Fire - Title 16

Finding: The fire department has determined that the requirements of Vancouver Municipal Code can be met with adherence to the conditions contained herein.

Prior to Civil Plan Approval

- New and existing fire hydrant locations shall be shown.
- Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
- Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit.
- An approved fire response plan shall be included in both the civil plans and the architectural plans.
 - Fire Lane boundaries, width, turning radii, gates across fire lanes and required turnarounds
 - Fire Lane signage and striping as demonstrated in the Development Standard 503 - Fire Department Emergency Access.
 - Fire hydrants, mains, Fire Department Connections for fire sprinkler systems, underground fire sprinkler supply mains into building
 - Location of Fire Sprinkler Riser Rooms and Fire Alarm Control Panels (FACP)
 - Location of Knox-Box if known.
 - Known hazards or obstructions to Fire Emergency Response (overhead power lines, outdoor hazardous storage, etc.)

Prior to combustible construction

- Fire hydrants for emergency use shall be established and maintained.
- Fire apparatus access roads shall be established and maintained.

During construction

- Temporary address signage shall be visible and legible from the street fronting the property for emergency response during construction.

Prior to Issuance of Certificate of Occupancy

- Address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors.
- Required fire lane signage shall be installed.
- Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
- If a fire department Knox-Box was identified as a requirement during the construction permit review, then it shall be installed at an approved location and locked with the required content.

Building Title 17

Finding: VMC 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.

Separate building permits will be required for any site structures requiring a permit, including trash enclosures over six feet in height or covered, retaining walls over four feet, and flag poles.

Separate demolition permits will be required for any buildings/structures to be removed.

Submitted addendum geotechnical report was submitted twice. Please verify that the original geotechnical report is based on current code edition. The current adopted building code is 2018 and ASCE/SEI 7-16 Minimum Design Loads and Associated Design Criteria for Buildings and Other Structures. Building code is vested at the time of building permit application and review.

IBC 1104 Accessible routes within the site shall be provided from public transportation stops, accessible parking, accessible passenger loading zones and public streets or sidewalks to the accessible building entrance served. The exterior accessible route must be 44 inches clear in width. Wherever practical, the accessible route shall not cross lanes of vehicular traffic. Where crossing traffic lanes is necessary, the route shall be designated and marked as a crosswalk.

Project proposes both surface lot and parking garage spaces. Accessible parking spaces shall be located on an accessible route and distributed among accessible entrances. Where parking is provided for mixed occupancies, Table 1106.1 must be satisfied for the parking spaces required/assigned for commercial occupancy and IBC 1106.2 must be satisfied for the parking spaces required/assigned for residential occupancy. Access aisles serving van parking spaces shall be 96 inches minimum in width (WAC 51-50-1101.2.8).

WAC 51-50-0429 for electric vehicle (EV) charging infrastructure requirements recently increased to 10 percent of parking spaces and include more building types than previous.

Building J on Level 1 floor plan TWO live/work are shown and Building K Level 1 floor plan 1,850 square feet of retail/office space is shown. Nonresidential area of the live/work shall be provided

with restroom facilities per IBC Chapter 29 and chapter 11. Per VMC 20.440.030 the ceiling height of the live/work must be 10 feet. The nonresidential area is permitted to be not more than 50 percent of the area of each live/work unit.

Conditions

- A) Submit geotechnical report based on project requirements and 2018 International Building Code
- B) Provide parking table showing distribution based on occupancy how the requirements for accessible parking are being met independently.
- C) Show locations of EV parking infrastructure

As submitted project can be approved for building code requirements pertaining to the site plan with the conditions noted.

RECOMMENDATION

Staff hereby recommends approval of the mixed-use master plan 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 FOR SITE DEVELOPMENT

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. Revise the civil/ final site plan to include the following note: In the event that intact archaeological deposits are encountered during construction, work shall be halted immediately, and the city of Vancouver Community Development Department and the Washington State Department of Archaeology and Historic Preservation be notified in order for the findings to be investigated and assessed by a professional archaeologist.
4. Pay concurrency monitoring fees totaling \$1,500.00.
5. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for design and construction. Install dual service laterals for the live/work units or provide documentation during civil plan review that the business occupancy of those units will function substantially similar to multi-family. Address redline comments and submit the final design for civil plan approval.
6. Submit a Construction Stormwater Pollution Prevention Plan (SWPPP) to the city, prior to final civil plan approval.
7. New and existing fire hydrant locations shall be shown.
8. Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
9. Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit.
10. An approved fire response plan shall be included in both the civil plans and the architectural plans.
11. Submit geotechnical report based on project requirements and 2018 International Building Code
12. Provide parking table showing distribution based on occupancy how the requirements for accessible parking are being met independently.
13. Show locations of EV parking infrastructure

Prior to combustible construction

14. Fire hydrants for emergency use shall be established and maintained.
15. Fire apparatus access roads shall be established and maintained.

During Public Improvement Construction

16. Secure construction permits and schedule and attend a pre-construction meeting. Construct new public sewers and service laterals as shown on the approved civil plans. Satisfy Construction Services testing and inspection requirements and secure Construction Acceptance.
17. Satisfy submittal and other requirements itemized in the Notification of Civil Plan Approval and secure final civil project acceptance.
18. Conduct additional geotechnical evaluations during construction to confirm the design infiltration rates and groundwater depth.
19. Temporary address signage shall be visible and legible from the street fronting the property for emergency response during construction.

Prior to Issuance of any Building/Development Permits

20. All required fees including Transportation, Park and School impact fees shall be paid.

Prior to Issuance of Occupancy Permits

21. Improvements to NE 136th Avenue, per City of Vancouver standards shall be completed as conditioned on page 14 of this report.
22. Improvements to NE 4th Street, per City of Vancouver standards as conditioned on pages 14-15.
23. Pay sewer application fees and secure sewer connection permits. Connect new building sewers according to the plumbing code.
24. Dedicate an easement to the City of Vancouver in the form of a "Covenant running with the land" for access and inspection of the stormwater facilities.
25. Address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors.
26. Required fire lane signage shall be installed.
27. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
28. If a fire department Knox-Box was identified as a requirement during the construction permit review, then it shall be installed at an approved location and locked with the required content.

EXHIBITS

1. Staff Report
2. Application
3. Applicant Narrative
4. Development Plans
5. Notice of Application, Public Hearing and Optional DNS dated Feb. 18, 2022
6. Final DNS Dated March 22, 2022
7. Trip and Traffic Impact fee worksheet dated May 2, 2022
8. Traffic Study by Lancaster Mobley dated Dec. 23, 2021 **
9. Geotechnical Report and addendum by Hart Crowser dated Dec. 6, 2021 **
10. Stormwater report by Olson Engineering dated Dec. 17, 2021 **
11. Letter from Clark County Health dated Dec. 11, 2021
12. Letter from Dept. of Ecology dated March 21, 2022
13. Letter from Dr. Daniel Kim, DDS and Hooja Kim dated March 20, 2022
14. Staff response to Dr. Kim and Hooja Kim dated March 24, 2022

**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 epplans@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 Acres: 8.43 ac.	Disturbed Acres: 8.43 ac.	Zoning: OCl (MC vested)	Sewer: ☐ Septic ☒ Public	Water: ☐ Well ☒ Public
Proposed # of Lots: N/A Dwelling Units: 240				
Non-Residential Bldg. Square Footage: 1,850 sf Ground Floor: 1,850 sf Total of All Upper Floors: 0 sf				
Hard Surface Area Square Feet - New: 183,265 sf Replacement: 0 sf Total: 183,265 sf				
PROJECT NAME AND LOCATION				
Proposed project name: Jens Pointe Apartments				
Project site address: 13611 NE 4th Street Vancouver, WA 98684		Parcel #(s): 986036-103, 986036-105, 986036-104, 986036-102		
PROJECT DESCRIPTION 986036-101, 986036-100				
(Briefly describe the proposed project. Provide more detail in project narrative)				
The Applicant proposes a 240-unit multi-family mixed-use development with 1,850 sf of retail/office space and two live/work units as well as surface parking, landscaping and other infrastructural improvements.				
PRIMARY APPLICANT			CONTACT	
Business Name: MAJ Pointe, LLC			Business Name: Olson Engineering, Inc.	
Contact Name: Mike Jenkins, Brandi Ho			Contact Name: Mike Odren	
Address: 300 W. 15th Street Suite 200			Address: 222 E. Evergreen Blvd.	
City/State/Zip: Vancouver, WA 98660			City/State/Zip: Vancouver, WA 98660	
Phone: (360) 823-5125			Phone: (360) 695-1385	
Email: mikej@majdevelopment.com; brandi@majdevelopment.com			Email: mikeo@olsonengr.com	
ELECTRONIC PLANS SUBMITTER (required)			OWNER	
(responsible for ePlans uploading and correspondence)			(attached additional sheets for multiple owners)	
Name: Olson Engineering, Inc.			Name: See Attached	
Address: 222 E. Evergreen Blvd.			Address:	
City/State/Zip: Vancouver, WA 98660			City/State/Zip:	
Email (required): submittals@olsonengr.com			Email:	
Phone: (360) 695-1385			Phone:	
ONLINE PAYMENT				
Existing ePermits User Name: Olson Engineering			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: 12-15-2021	
Property Owner Signature:			Date: 12-15-2021	

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

☐ Airport Height Overlay District
☐ 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: 1,850 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 Check Use Type below ☒ 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

Jens Pointe Apartments Project Narrative

GENERAL DESCRIPTION

The Applicant, MAJ Pointe, LLC, proposes a phased 240-unit multi-family apartment mixed use/live-work mixed-use project on an approximately 8.43-acre site consisting of the following:

- Four (4) three-story 24-unit multi-family buildings (Buildings A, G, L and M);
- One (1) three-story 36-unit multi-family building (Building H);
- One (1) three-story 16-unit building with two (2) live/work units (Building J);
- One (1) three-story 16-unit building with 1,850 square feet of retail/office space (Building K);
- Two (2) four-story 32-unit multi-family buildings (Buildings B and C);
- Two (2) two-story 2-unit buildings with garages and storage spaces on the ground floor and two (2) multi-family units on the second floor (Buildings F and I);
- Two (2) three-story 4-unit buildings with garages and storage spaces on the ground floor (Building E only) and four (4) multi-family units on the second and third floors (Buildings D and E);
- One (1) 3,845 square foot one-story Community Building;
- Swimming pool, tot lot/playground, outdoor fitness area, plaza area and three (3) dog runs;
- Surface parking, landscaping and other infrastructural improvements.

Construction shall commence upon approval and procurement of all required approvals and permits. Construction is anticipated to begin Summer 2022. Phasing of building completion and request for occupancy of one or more buildings prior to completion of others may take place. The proposed phasing consists of the following:

- Phase 1 – Buildings F, G, H, I and the Community Building along with the swimming pool, play area, fitness area and dog run. Also includes construction of the northern vehicular access/drive aisle off NE 136th Avenue and vehicular access/drive aisle off NE 4th Street.
- Phase 2 – Building A.
- Phase 3 – Building M.
- Phase 4 – Building L.

- Phase 5 – Buildings C and D. Also includes southern vehicular access/drive aisle off NE 136th Avenue.
- Phase 6 – Buildings B and E.
- Phase 7 – Building K.
- Phase 8 – Building J.
- Construction phasing shall generally follow the phasing as indicated above. Phasing may be adjusted depending on future resident requirements, market conditions, construction related issues, etc. Even though phasing is listed as phases 1-8, phasing shall not necessarily follow any predetermined order. Some or all phases may be constructed simultaneously.
- Infrastructural improvements shall be constructed with each phase to provide for fire/life/safety which includes, but is not limited to, installation of fire hydrants, vehicular drive aisles for emergency vehicle access, parking stalls, etc. each sufficient to support each phase.

Refer to the Preliminary Site, Master & Phasing Plan for more information.

The primary exterior building material of the multi-family buildings will consist primarily of fiber cement lap siding and/or fiber cement panel and/or vinyl lap siding, and wood entry columns.

Truck deliveries are not applicable.

Hours of operation for the live/work units will be from approximately 7:00 a.m. until 6:00 p.m. Monday through Friday, with possible office hours on Saturday and/or Sunday.

EXISTING CONDITIONS

The site consists of the following parcels:

- An approximately 1.28-acre (55,539 square feet) parcel according to a survey by Olson Engineering, Inc. located at 333 NE 136th Avenue, Vancouver, Washington in the Office Commercial Industrial (OCI) zoning district. The parcel is further identified as Tax Lot 4 of the 136th Avenue Place Subdivision Phase 2, tax assessor's serial number 986036-103, located in the Southwest ¼ of Section 26, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington.
- An approximately 0.50-acre (21,591 square feet) parcel according to a survey by Olson Engineering, Inc. located at 13679 NE 4th Street, Vancouver, Washington in the Office Commercial Industrial (OCI) zoning district. The parcel is further identified as Tax Lot 6 of the 136th Avenue Place Subdivision Phase 2, tax

assessor's serial number 986036-105, located in the Southwest $\frac{1}{4}$ of Section 26, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington.

- An approximately 2.41-acre (104,791 square feet) parcel according to a survey by Olson Engineering, Inc. located at 13611 NE 4th Street, Vancouver, Washington in the Office Commercial Industrial (OCI) zoning district. The parcel is further identified as Tax Lot 5 of the 136th Avenue Place Subdivision Phase 2, tax assessor's serial number 986036-104, located in the Southwest $\frac{1}{4}$ of Section 26, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington.
- An approximately 1.16-acre (50,420 square feet) parcel according to a survey by Olson Engineering, Inc. located at 123 NE 136th Avenue, Vancouver, Washington in the Office Commercial Industrial (OCI) zoning district. The parcel is further identified as Tax Lot 3 of the 136th Avenue Place Subdivision Phase 2, tax assessor's serial number 986036-102, located in the Southwest $\frac{1}{4}$ of Section 26, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington.
- An approximately 0.59-acre (25,874 square feet) parcel according to a survey by Olson Engineering, Inc. located at 111 NE 136th Avenue, Vancouver, Washington in the Office Commercial Industrial (OCI) zoning district. The parcel is further identified as Adjusted Tax Lot 2 of the 136th Avenue Place Subdivision Phase 2, tax assessor's serial number 986036-101, located in the Southwest $\frac{1}{4}$ of Section 26, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington.
- An approximately 2.5-acre (108,900 square feet) parcel according to a survey by Olson Engineering, Inc. located at 221 SE 136th Avenue, Vancouver, Washington in the Office Commercial Industrial (OCI) zoning district. The parcel is further identified as Adjusted Tax Lot 1 of the 136th Avenue Place Subdivision Phase 2, tax assessor's serial number 986036-100, located in the Southwest $\frac{1}{4}$ of Section 26, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington.
- Parcels 986036-102 and 986036-101 will be combined with parcel 986036-104 to create one approximately 4.16-acre parcel prior to final engineering approval.

The subject parcels are currently vacant and unused. Existing vegetation, both on site and within the NE 136th Avenue right-of-way, consists of six Douglas fir trees, four cedar trees, nine oak street trees, three flowering plum trees and grass.

The current zoning of the site is Office Commercial Industrial (OCI). However, the previous zoning of Industrial-Commercial Development (MC) is vested to the subject

parcels as part of a Development Agreement (Resolution M-3117) adopted July 21, 1997 and a clarifying Development Agreement document and extensions to 2032.

According to Clark County GIS, there are no environmental critical areas on site.

Compliance with City of Vancouver Code

VMC Title 11 – Street and Sidewalks

According to the Pre-Application Conference notes, NE 136th Avenue is classified as a Minor Arterial, which requires a minimum 50-foot half-width right-of-way and 35-foot half-width paved section per City Standard Plan T10-08. The existing half-width right-of-way is 40 feet wide and existing half-width paved section is currently 32 feet wide. According to discussions with City of Vancouver transportation staff, no further right-of-way dedication or pavement width is required because of a Development Agreement recorded under assessor's file number 9612260158 that vests the current right-of-way and pavement width of NE 136th Avenue to its current configuration. Proposed improvements include construction of two at-grade driveways in locations previously vested under the same Development Agreement and repair of any deficient sections of the existing detached sidewalk.

According to the Pre-Application Conference notes, NE 4th Street is classified as a Minor Arterial, which requires a minimum 35-foot half-width right-of-way and 23-foot half-width paved section per City Standard Plan T10-12. The existing half-width right-of-way is 30 feet wide and existing half-width paved section is currently 19 feet wide. According to discussions with City of Vancouver transportation staff, no further right-of-way dedication or pavement width is required because of the previously discussed Development Agreement. Proposed improvements include construction of an at-grade driveway in a location previously vested under the same Development Agreement and repair of any deficient sections of the existing attached sidewalk.

The Applicant will also upgrade the ADA ramps at the southeast corner of the intersection of NE 136th Avenue and NE 4th Street.

Refer to the Preliminary Site, Master and Phasing Plan for more information.

VMC 11.70 – Concurrency

The project will generate 1,338 Average Daily Trips, with 88 AM peak hour trips and 110 PM peak hour trips. Please refer to the Jens Pointe Apartments Trip Generation & Distribution Analysis, as prepared by Lancaster Mobley, dated December 23, 2021 for more information.

VMC Title 12 – Trees and Vegetation

A Landscape and Level V Tree Plan has been submitted that exceeds City of Vancouver tree unit requirements. Based on an overall project area of 8.43 acres, 253 tree units are required and 254 tree units are proposed, exceeding the minimum requirement by 1 tree unit. As Credit has been taken for retention of the existing on-site Douglas fir and cedar trees, as well as the oak street trees (with removal of one existing oak street tree for construction of a driveway and removal of the three existing flowering plums for condition issues) totaling 49 existing tree units. Refer to the Preliminary Landscape and Level V Tree Plan for more information.

VMC 14.04, 14.10, and 14.16 – Water and Sewer Connections

According to the Pre-Application Conference Report, there is an existing 10-inch water main located in NE 136th Avenue, an 8-inch water main within the private road on the tax lot directly to the east and an 8-inch water main in NE 4th Street. Water service will be provided for both domestic and fire protection by connecting into the existing 10-inch water line located in NE 136th Avenue as well as the existing 8-inch water line located in NE 4th Street and looped throughout the site. A water meter will be provided to each building. Water easements will be granted to new water lines as required.

According to the Pre-Application Conference Report, there is an existing sanitary sewer line located adjacent to NE 136th Street and an existing 8-inch sanitary sewer line located within NE 4th Street. An 8-inch sanitary sewer line will be extended from the existing 8-inch line located in NE 4th Street with 6-inch laterals to serve Buildings H, I, J, K and L. An 8-inch sewer line will be extended from the existing 8-inch line located at the southwest corner of the site with 6-inch laterals to serve Buildings A, B, C, D, E, F, G, M and the Community Building. Sanitary sewer easements will be granted to the new sewer lines as required.

VMC Title 14.24 & 14.25 – Erosion Control & Stormwater Ordinance

Stormwater runoff from the on-site pavement, sidewalks, driveways and landscape areas will be collected in catch basins and routed to biofiltration systems (Oldcastle

Biopods or similar) for treatment. Roof downspouts and low point crawl space drains will be routed via individual lateral connections directly to an underground infiltration system. Quantity control requirements will be met with underground infiltration systems. All stormwater will be infiltrated on site.

Refer to the Engineering Plans and the Preliminary Stormwater Report for more information.

Erosion control shall meet or exceed the City of Vancouver Erosion Control and Stormwater Ordinance. Refer to the Engineering Plans for more information.

VMC Title 14.26 – Water Resource Protection

The project will protect and not further degrade groundwater. Stormwater and erosion control Best Management Practices, in accordance with City of Vancouver ordinances, will be employed during and following construction of the project. The project will not have any impact on any surface waters. Infiltration of stormwater will be employed for all surface runoff which will meet applicable City of Vancouver and State of Washington requirements.

While no hazardous materials are proposed to be used in the project, should any be utilized during the construction process, all precautions will be undertaken by the owner/operator to prevent accidental releases of any hazardous materials into the stormwater drainage system. Pesticides, herbicides, fungicides and fertilizers used in landscape maintenance will be applied according to the City of Vancouver stormwater manual.

VMC Title 16 – Fire Code

There is an existing fire hydrant located approximately 245 feet west of the proposed entrance off NE 4th Street and another just south of the southwest property corner on the parcel to the south. New hydrants will be installed to provide fire protection. Refer to engineering plans for more information.

Fire apparatus access will be provided to within 150 feet of any point of the proposed buildings. All fire apparatus roads shall have a minimum clear width of 20 feet and clear height of 13 feet 6 inches. Aerial apparatus access will be provided with 26-foot wide drive aisles where required.

VMC 17 - Buildings and Construction

Building permits will be applied for separately from the Preliminary Site Plan application.

Electric vehicle charging parking stalls will be provided as required per WAC 51-50-0427.

VZO 20 – Zoning

VZO 20.00.240 – Minor Actions

The Site Plan Review is considered a minor action.

VZO 20.00.245 – Site Plan Submittal Requirements

The Applicant has submitted the required submittal material as contained in this section.

VZO 20.00.250 – Major Actions

While the proposal does not fall under any of the major actions listed in this section, a Mixed-Use Master Plan Development, which is a Type III review, will be required to allow residential uses as part of the mixed-use development.

VZO 20.00.300 – Procedure

The Applicant has followed the procedures outlined for a Type II Site Plan Review and Mixed-Use Master Plan Development application.

VZO20.00.400 – Pre-Application Review

A Pre-Application Conference was held on August 6, 2021 under case number PIR-81614.

VZO 20.02 – Definitions

The Preliminary Site Plan and Mixed-Use Master Plan Development, as proposed, complies with all applicable chapters of the Vancouver Zoning code as clarified by the definitions contained in VZO 20.02.

VZO 20.21.306 – Mixed Use (MX) District Design Guidelines/Development Standards

Per the Development Agreement mentioned elsewhere in this narrative, the Mixed-Use Design Guidelines and Development Standards may be applied to the MC zone. Additionally, a Mixed-Use Master Plan has been submitted in conjunction with the Site Plan Review application meeting the requirements of VZO 20.21.306(C), (D), (E) and (F) as indicated below:

VZO 20.21.306(C) – Master Planning Process

2. Threshold

The project is for fourteen (14) buildings that will be developed in phases as indicated on the Site, Master and Phasing Plan.

3. Requirements

- a. A Master Plan has been submitted as part of the detailed Site Plan (Site, Master and Phasing Plan) that includes a description of potential phasing.
- b. All plans included in the application are of the same scale.
- c. A Pre-Application Conference was held on August 6, 2021.
- d. Concept Plan

The Jens Point Apartments mixed-use development will provide middle-income multi-family housing while also offering opportunities for commercial live/work units and retail/office space in a pedestrian friendly “neighborhood” that is both physically and functionally integrated. This integration is focused around a central courtyard area and includes a variety of recreational features including a community building that will contain a fitness room, dog wash, community room, kitchen, leasing office and swimming pool and will function as the “neighborhood” hub. Other amenities include a children’s play area, outdoor fitness area, several dog runs placed throughout the neighborhood, a plaza area and large open space areas for active and passive recreational uses.

The proposed buildings are contemporary in design that provide for a pedestrian scale development while reflecting the changing architectural standard to one reflective of a

higher level of aesthetic rather than the typical “apartment” style with gable roofs and flat facades. The buildings will have sloped roof lines, architectural details and a creative use of façade treatments. The color palette of the buildings will also be reflective of a more “fun” design with each building exhibiting a variety of different yet complimentary colors.

Buildings have been located along the frontages of NE 4th Street and NE 136th Avenue reflective of a more urban environment that will allow more interaction with the right-of-way. Access to the commercial live/work units and retail/office space will be provided directly off the sidewalk along NE 4th Street. Internal building orientation is focused as much as possible around the central courtyard that allow for views of the activity center of the “neighborhood” (swimming pool, play area and fitness area).

The landscape design for the project will be one to allow for a residential-style while allowing for a variety of passive and active recreational opportunities. Combined with the extensive pedestrian circulation system that connects to the existing sidewalks along NE 4th Street and NE 136th Avenue, landscaping will provide for open space areas for play, a variety of evergreen and deciduous trees and shrubs that will provide for year-round color and texture. Trees and shrubs proposed around the buildings will respond to and enhance the architecture while reducing building mass.

As described above and elsewhere in this narrative, Jens Pointe Apartments provides a fully-functional integrated mixed-use development allowing a variety of commercial, residential and recreational uses in a pedestrian-friendly environment that interacts with and is complimentary to other off-site residential and commercial uses.

e. Development Plan

A Development Plan, otherwise known as the Site, Master and Phasing Plan, has been provided meeting the requirements of this section or as otherwise shown on other

plans or reports included in this application including, but not limited to, the following:

- Existing Conditions Plan;
- Engineering plans showing grading, erosion control, water, sanitary sewer and stormwater;
- Lighting Plan;
- Architectural Plans and Elevations;
- SEPA Checklist;
- Other Development Plan development guidelines and standards have been addressed elsewhere in this narrative.

4. An adjustment to the front yard setback for Buildings A, C, L and M in excess of 20 feet (maximum building setback) is requested because of existing sanitary sewer and utility easements as shown on the Existing Conditions Plan.

Buildings A has been set at the edge of the existing sanitary sewer easement (AF# 9209020099) which results in a minimum setback from the right-of-way along NE 136th Avenue of 24 feet at the northwest corner of the building and a maximum setback of 34 feet at the southwest corner of the building. The location of the existing sanitary sewer easement prevents Building 'A' from being located any closer to the right-of-way along NE 136th Avenue.

Buildings L and M has been placed along the edge of an existing utility easement (AF# 9506080047) which results in a minimum setback from the right-of-way along NE 136th Avenue of 21 feet. The location of the existing utility easement prevents Buildings L and M from being located any closer to the right-of-way along NE 136th Avenue.

Building C is located approximately 39 feet from the right-of-way along NE 136th Avenue, but only 8 feet from the existing sanitary sewer easement (AF# 9209020099). While a maximum building setback of 35 feet is permitted, Building C does not technically front onto NE 136th Avenue. However, in order to mitigate for the larger setback, a public plaza has been proposed between the existing sidewalk along NE 136th Avenue and Building C. Plaza details will be provided prior to final engineering approval.

5. Procedure

Based on discussions with City of Vancouver staff, the procedure will be a Type III review in front of a Hearing Examiner.

VZO 20.21.306(D) – Uses

1. A drive through facility is not proposed.
2. The proposed live/work units and the proposed retail/office space as commercial uses, as well as multi-family residential use, are proposed with this project as permitted in Table 20.21.200 – Commercial District Uses with approval of a Mixed-Use Master Plan as the Development Agreement previously discussed allows for a floating Mixed-Use overlay on the site.

VZO 20.21.306(E) – Required Mix of Uses

The application is for a mix of office (live/work), retail/office and multi-family residential and recreational uses as previously discussed with City of Vancouver staff.

VZO 20.21.306(F) – Development Standards

1. Densities
The proposed Floor Area Ratio (FAR) is .76:1, exceeding the minimum FAR of .5:1.
2. Lot Dimension Requirements
The existing lots exceed the minimum lot width, depth and area. The future combined lots will also meet lot dimensional requirements.
3. Yard Requirements
The proposed buildings meet the minimum and maximum setbacks for the front yard along NE 4th Street, rear yards and side yards. An adjustment to the front yard setback for Buildings A, C, L and M has been requested as indicated elsewhere in this narrative. Refer to the Preliminary Site, Master and Phasing Plan for more information regarding compliance with this section.

As there are no abutting residential zoning districts, additional setbacks based on building height do not apply.

4. Building Coverage and Open Space

The landscape area is proposed to be approximately 25% of the subject parcels, exceeding the minimum 15% requirement. Additionally, other outdoor recreational features have been planned including a swimming pool, play area, fitness area, several dog runs, a plaza area and open space areas for passive and recreational activities.

5. Landscaping and Open Storage

a. Landscaping

(1) Landscaping has been provided meeting the requirements of Chapter 20.83 by providing the following:

- A landscape plan showing approximately 25% of the site in landscaping (exceeding the minimum 15% requirement);
- Providing street trees along NE 136th Avenue (where there are no existing street trees) and NE 4th Street;
- Providing landscape areas with a minimum width of 5 feet;
- Indicating the requirement for a fully automatic underground irrigation system (to be design/build by the landscape contractor);
- Providing a 6-inch curb around all parking lot landscaping;
- Providing parking lot landscaping to visually break up the parking areas;
- Exceeding 1 tree for every 500 average square feet of required landscaping (110 trees are required based on 15% required landscape area for the site);
- Not violating corner sight triangles with landscaping;
- Open storage is not proposed.

- (2) Street trees have been proposed along both NE 136th Avenue (where there are currently no street trees) and along NE 4th Street. Refer to the Preliminary Landscape and Level V Tree Plan for more information.
 - (3) There are no free-standing walls, fences or hedges proposed along NE 136th Avenue or NE 4th Street.
- b. Open storage is not proposed.
- 6. Conversion of Existing Structures
There are no existing structures being converted.
- 7. Outdoor Business Activities
There are no outdoor business activities proposed.
- 8. Height Requirements
 - a. The parcel is not located within the City Center District.
 - b. The height of the tallest building will be approximately 52 feet, meeting the maximum height requirements per Chapter 20.21.315.
 - c. The ground floor units will have a minimum ceiling height of 10 feet. Refer to the architectural plans for more information.
- 9. Signs
There are no signs proposed with this application. Application for a sign permit will take place at a future date.
- 10. Parking and Loading
 - a. Parking meets the requirements of Chapter 20.81 by providing 1.5 spaces per unit and one stall per 250 square feet of retail use. For 240 units, 360 stalls are required. For the retail use, 7 stalls are required. 371 parking stalls have been provided, exceeding the minimum requirements but within 125% of the minimum. Refer to the Site, Master and Phasing Plan for more information.
 - b. Joint parking is not proposed.
 - c. Parking is not proposed between building facades and the rights-of-way along either NE 136th Avenue or NE 4th Street.

- d. Parking lot landscaping has been provided meeting the requirements of Chapter 20.83.200-.220 by providing a 6-inch curb around the landscape areas, designed to visually break up expanses of paving, and 1 tree is provided for every 500 average square feet of parking lot landscaping.
- e. The site is not located adjacent to streets within the Downtown Blank Walls Combining District.

11. Building Orientation

The buildings located along NE 136th Avenue (Buildings A, L and M) have building entrances that are oriented toward NE 136th Avenue. The buildings located along NE 4th Street (Buildings J and K) have building entrances that are oriented toward NE 4th Street. Direct, barrier-free pedestrian access is provided to the entrances for all three buildings.

12. Pedestrian Access.

- a. A pedestrian circulation system has been provided which links the sidewalks along both NE 136th Avenue and NE 4th Street to the primary entrances of the structures.
- b. On-site sidewalks will be constructed meeting the City of Vancouver's street standards.
- c. Proposed on-site sidewalks are proposed to be a minimum of 6 feet in width, exceeding the minimum 5-foot width. Sidewalks that abut parking stalls are proposed to be 8 feet wide to accommodate a 2-foot bumper overhang.
- d. Pedestrian crossings will be striped to be clearly identifiable.
- e. An internal pedestrian circulation system has been provided linking all building entrances to other buildings, the Community Building and other amenities.
- f. Lighting is proposed to ensure public safety. Lighting has been incorporated onto the proposed buildings. Lighting levels will be sufficient to provide for safety and security without causing off-site impacts.

13. Frontage

The length of the right-of-way along NE 136th Avenue is approximately 852 feet. The surface parking located to the west of Building B has a frontage of approximately 162 feet, which is

approximately 19% of the total frontage along NE 136th Avenue. This is less than the maximum 25% allowed by this section.

14 Blank Walls

- a. There are no proposed blank walls along either NE 136th Avenue or NE 4th Street.
- b. There are no garage doors proposed along either NE 136th Avenue or NE 4th Street.
- c. The live/work and retail/office entrances have been provided with visual separation by the use of storefront and entrance canopy features. The live/work entrance canopies also aid in creating human scale and differentiates commercial from residential without losing integrity of the overall design.
- d. The street front elevations for buildings A, J, K, L and M have been provided with pedestrian entrances, interest-creating reliefs, and landscaping to comply with the 75% width and 50% ground level wall area. Please refer to the street front elevation exhibit and calculations for further compliance with this section.
- e. The proposed garages are located on the interior of the site.
- f. As there are no existing buildings on the National Register of Historic Places, Buildings, or Structures, etc., this section does not apply.
- g. As the site is not located within a designated conservation area, this section does not apply.

VZO 20.31 – Industrial Districts

The subject parcels are zoned Industrial-Commercial Development District (MC) per the Development Agreement mentioned elsewhere in this narrative. While the proposed residential use is not permitted in the MC zone, the Applicant requests that the parcels be designated with the floating mixed-use zoning classification (see VZO 20.21.306 above).

There are no minimum lot sizes, lot widths or lot depths in the MC district. The project meets or exceeds the minimum setback requirements as indicated in the Mixed-Use Development Standards, with relief to maximum setback requirements as indicated elsewhere in this narrative. While the proposed buildings will exceed the maximum height of 35 feet, the height requirement for

this project is per the Mixed-Use Development Standards with a maximum height requirement of 65 feet.

VZO 20.61 – Project Review

The site is not located within the Project Review geographic boundaries. Therefore, Project Review submittal is not required.

VZO 20.71 – Conditional Use Permits

A conditional use is not proposed.

VZO 20.72 – Planned Developments

A planned development is not proposed.

VZO 20.73 – Variances

There are no variances proposed.

VZO 20.75 – On-Site Density Transfer

On-site density transfer is not proposed.

VZO 20.81 – Parking and Loading

As indicated elsewhere in this narrative, the project meets the minimum parking requirements by providing 1.5 stalls per unit and 1 stall per 250 square feet of retail/office use. For 240 units, 360 stalls are required. For 1,850 square feet of retail use, 7 stalls are required. 371 stalls are provided. Refer to the Site, Master and Phasing Plan for more information.

Dimensional Standards – Parking stall dimensions for both standard and compact parking stalls meet the minimum dimensions of this chapter. Per discussions with City of Vancouver planning staff, a 2-foot bumper overhang is permitted where parking stalls abut sidewalks or landscape areas. Landscape areas and sidewalks have been increased by 2 feet to accommodate the bumper overhang. Refer to the Site, Master and Phasing Plan for more information.

Development and Maintenance Standards

- A. As there are no adjoining R District properties, screening of the parking as indicated in this section does not apply.
- B. Lighting has been proposed. Lights will be shielded to prevent off-site light intrusion.
- C. The parking has been designed to prevent backing movements into the rights-of-way along NE 136th Avenue and NE 4th Street.
- D. The parking lot will be paved with stormwater treatment and infiltration meeting the current City of Vancouver stormwater ordinance. Parking stalls will be striped.
- E. As there are no residential zoned adjacent to the subject parcels, this section does not apply.
- F. All parking spaces will be contained within a 6-inch curb with a 2-foot bumper overhang provided as indicated above.
- G. The site is not located within an Off-street Parking Improvement District.
- H. The proposed garages are single-car garages.

Joint use parking is not proposed.

Loading is not required nor proposed.

VZO 20.82 – Signs

Sign permits will be submitted at a later date.

VZO 20.83 – Landscaping and Open Storage

Compliance with this section has been indicated elsewhere in this narrative.

VZO 20.96 – Tree Conservation Ordinance

A Landscape and Level V Tree Plan has been submitted that exceeds City of Vancouver tree unit requirements. Based on an overall project area of 8.43 acres, 253 tree units are required and 254 tree units are proposed, exceeding the minimum requirement by 1 tree unit. As Credit has been taken for retention of the existing on-site Douglas fir and cedar trees, as well as the oak street trees (with removal of one existing oak street tree for construction of a driveway and removal of the three existing flowering plums for condition issues) totaling 49 existing tree units. Refer to the Preliminary Landscape and Level V Tree Plan for more information.

VZO 20.97 – Impact Fees

The Applicant will pay impact fees as they relate to this project.

VZO 20.99 – Archaeological Resource Protection

According to the Pre-Application Conference report, an archaeological pre-determination is not required. However, should any cultural or historical resources be discovered during construction activity, construction will halt immediately and a qualified archaeologist in addition to the Department of Archaeological and Historic Preservation will be contacted.

VMC 20.310 – Boundary Adjustments

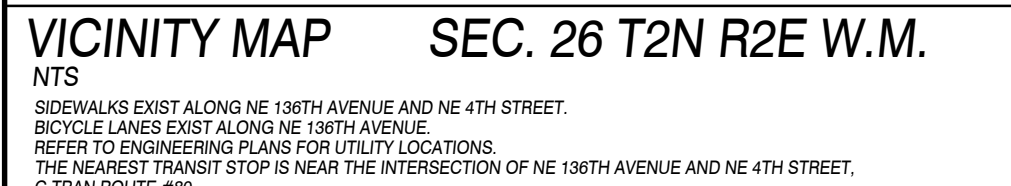
Two existing parcels, Adjusted Tax Lots 2 and 3, tax assessor's serial numbers 986036-101 and 986036-102 respectively, that are currently part of the development area, will be combined/merged into Tax Lot 5, tax assessor's parcel number 986036-104 to result in the 4.16-acre parcel. The Applicant requests that the project is conditioned to provide a recorded Boundary Line Adjustment to complete the lot combination/merger to the city prior to final engineering plan approval.

VMC 20.790 – SEPA

The proposal meets the threshold for applying for a SEPA review under 20.790.840.A.3. Therefore, a SEPA environmental checklist has been provided.

VMC 20.970 – Solid Waste Disposal and Recycling

Solid waste and recycling enclosures have been proposed meeting the minimum area requirements for placement of a 4-foot by 4-foot recycling cart, an 8.6-foot by 5-foot garbage dumpster and an 8.6-foot by 5-foot recycling dumpster. The solid waste and recycling enclosures have been placed such that they are within 150 feet of the multi-family units. Please refer to the Preliminary Site, Master and Phasing Plan for more information.



<u>EXISTING SITE DATA:</u>	
PRESENT USE:	VACANT AND UNUSED
EXISTING ZONING:	CURRENT OFFICE COMMERCIAL INDUSTRIAL (OCI)/VESTED INDUSTRIAL COMMERCIAL
GARCEL SITE AREA:	PARCEL #66036-103 IS 1.27 ACRES (55,321 SF) ACCORDING TO CLARK COUNTY GIS, 1.28 ACRES (55,539 SF) ACCORDING TO SURVEY BY OLSON ENGINEERING, INC.
	PARCEL #66036-105 IS 0.50 ACRES (21,780 SF) ACCORDING TO CLARK COUNTY GIS, 0.50 ACRES (21,590 SF) ACCORDING TO SURVEY BY OLSON ENGINEERING, INC.
	PARCEL #66036-104 IS 2.4 ACRES (104,544 SF) ACCORDING TO CLARK COUNTY GIS, 2.41 ACRES (104,791 SF) ACCORDING TO SURVEY BY OLSON ENGINEERING, INC.
	PARCEL #66036-102 IS 1.16 ACRES (50,530 SF) ACCORDING TO CLARK COUNTY GIS, 1.16 ACRES (50,420 SF) ACCORDING TO SURVEY BY OLSON ENGINEERING, INC.
	PARCEL #66036-101 IS 0.59 ACRES (25,700 SF) ACCORDING TO CLARK COUNTY GIS, 0.59 ACRES (25,874 SF) ACCORDING TO SURVEY BY OLSON ENGINEERING, INC.
	PARCEL #66036-100 IS 2.65 ACRES (108,900 SF) ACCORDING TO CLARK COUNTY GIS, 2.5 ACRES (108,900 SF) ACCORDING TO SURVEY BY OLSON ENGINEERING, INC.

THE ENTIRE SITE IS 8.43 ACRES (367,114 SF) ACCORDING TO SURVEY BY OLSON ENGINEERING, INC.

ADJUSTED PARCEL 986036-104 WILL BE 4.16 ACRES (181,085 SF) ACCORDING TO SURVEY BY OLSON ENGINEERING, INC. FOLLOWING A LOT COMBINATION WITH PARCELS 986036-102 AND 986036-101.

TRANSIT ROUTES & STOPS: NEAR THE INTERSECTION OF NE 136TH AVENUE AND NE 4TH STREET, C-TRAN ROUTE #80.

SURROUNDING USES WITHIN 100' OF THE SITE:
NORTH: (ACROSS NE 4TH STREET) POST OFFICE ON IL ZONED PROPERTY.
SOUTH: VACANT CC ZONED PROPERTY.
EAST: MULTI-FAMILY USES ON MX ZONED PROPERTY.
WEST: (ACROSS SE 136TH AVENUE) OFFICE USE AND VACANT PROPERTY ON CC AND OCI ZONED PROPERTY.

PROPOSED SITE DATA:		
PROPOSED USE:	WETLAND, STREAM, STEEP BANK BUFFER AREAS/PROTECTED AREAS, AND PLANNED ENHANCEMENT AREAS:	240 UNIT MULTI-FAMILY AND MIXED USE/LIVE-WORK PROJECT
PROPOSED PRIVATE ROADS:	PROPOSED PRIVATE ROADS:	NONE PROPOSED
PROPOSED EASEMENTS:	PROPOSED EASEMENTS:	NONE PROPOSED
PROPOSED ON-SITE ROAD RIGHTS-OF-WAY:	PROPOSED ON-SITE ROAD RIGHTS-OF-WAY:	TO BE SHOWN ON FUTURE PLANS
PROPOSED PEDESTRIAN AND BICYCLE FACILITIES:	PROPOSED PEDESTRIAN AND BICYCLE FACILITIES:	NONE PROPOSED
PROPOSED EASEMENTS FOR ACCESS, DRAINAGE, UTILITIES, ETC:	PROPOSED EASEMENTS FOR ACCESS, DRAINAGE, UTILITIES, ETC:	AS SHOWN
PROPOSED VEHICLE PARKING:	PROPOSED VEHICLE PARKING:	TO BE SHOWN ON FUTURE PLANS
PROPOSED BICYCLE PARKING:	PROPOSED BICYCLE PARKING:	AS SHOWN
PROPOSED LOADING ZONES:	PROPOSED LOADING ZONES:	NONE PROPOSED
PROPOSED SEPTIC SYSTEMS:	PROPOSED SEPTIC SYSTEMS:	NONE PROPOSED
PROPOSED OPEN SPACE/PARK/RECREATIONAL FEATURES:	PROPOSED OPEN SPACE/PARK/RECREATIONAL FEATURES:	NONE PROPOSED
PROPOSED TRANSIT FACILITIES:	PROPOSED TRANSIT FACILITIES:	AS SHOWN
ROAD SEGMENTS IN EXCESS OF 15% ON-SITE OR WITHIN 500' OF THE SITE:	ROAD SEGMENTS IN EXCESS OF 15% ON-SITE OR WITHIN 500' OF THE SITE:	NONE KNOWN
PROPOSED SIGNS:	PROPOSED SIGNS:	TO BE SHOWN ON FUTURE PLANS
PROPOSED LIGHTING:	PROPOSED LIGHTING:	AS SHOWN ON LIGHTING PLAN
PROPOSED LOTS, TRACTS, ETC:	PROPOSED LOTS, TRACTS, ETC:	ADJUSTED LOTS AS SHOWN/NO PROPOSED LOTS
EXISTING BUILDINGS TO REMAIN:	EXISTING BUILDINGS TO REMAIN:	NONE
PROPOSED LANDSCAPING (LANDSCAPE PLAN):	PROPOSED LANDSCAPING (LANDSCAPE PLAN):	AS SHOWN ON THE LANDSCAPE PLAN
PROPOSED BUILDINGS:	PROPOSED BUILDINGS:	AS SHOWN
ABOVE-GROUND UTILITIES:	ABOVE-GROUND UTILITIES:	REFER TO CIVIL ENGINEERING PLANS
PROPOSED FENCES:	PROPOSED FENCES:	AS SHOWN

ALL PROPOSED ADA ACCESSIBLE PARKING AND AISLES SHALL HAVE A MAXIMUM SLOPE OF 1:48.
ALL ACCESSIBLE ROUTES OF TRAVEL MEET ACCESSIBILITY STANDARDS.

IF ANY CULTURAL OR HISTORICAL RESOURCES ARE DISCOVERED IN THE COURSE OF UNDERTAKING THE DEVELOPMENT ACTIVITY, THE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (DAHP) IN OLYMPIA AND CITY OF VANCOUVER DEVELOPMENT REVIEW SERVICES MUST BE NOTIFIED. FAILURE TO COMPLY WITH THESE STATE REQUIREMENTS MAY CONSTITUTE A CLASS C FELONY SUBJECT TO IMPRISONMENT AND/OR FINES.

FIRE LANE MARKINGS ARE REQUIRED AS INDICATED ON THE APPROVED CIVIL ENGINEERING PLANS. IN ORDER TO ENHANCE TRAFFIC AND SAFETY ELEMENTS, THE DEVELOPMENT IS REQUIRED TO MAINTAIN ADEQUATE SIGHT DISTANCE AT THE SITE ACCESS POINTS AND INTERSECTIONS. DRIVEWAY, PUBLIC, AND PRIVATE STREET INTERSECTIONS AND EXITS SHALL MEET THE SIGHT DISTANCE REQUIREMENTS PER VMC 11.90.060. CITY STANDARD PLAN T04-04 AND BE DEMONSTRATED ON THE SITE PLAN.

SITE PLAN CALCULATIONS	
TOTAL PROJECT SITE AREA	367,114 SF
BUILDING AREA (1ST FLOORS ONLY)	92,371 SF (25.1%)
LANDSCAPE AREA	91,478 SF (24.9% OF GROSS SITE AREA, 33.3% OF NET SITE AREA)
PAVED AREA (INCL. TRASH ENCLOSURES)	183,265 SF (50.0%)
TOTAL BUILDING AREA	277,236 SF

FLOOR AREA RATIO (FAR) REQUIRED 367,114 x .5 FAR (.5:1 FAR) = 183,557 SF TOTAL GROSS FLOOR AREA REQ'D
FLOOR AREA RATIO (FAR) PROVIDED 277,236 / 367,114 = .76:1 FAR PROVIDED

PARKING CALCULATIONS

PARKING REQUIRED	240 MULTI-FAMILY UNITS X 1.5 STALLS/UNIT 240 X 1.5 = 360 STALLS 1,850 RETAIL USE - 1 STALL / 250 SF 1,850 / 250 = 7 STALLS
------------------	---

PARKING PROVIDED	371 STALLS, WHICH INCLUDES THE FOLLOWING: 286 STANDARD STALLS, WHICH INCLUDES 24 GARAGES, 17 ADA STALLS (INCL. ADA GARAGES) AND 23 EV STALLS
PARKING NOTES	85 COMPACT STALLS

PARKING NOTES

ALL PARKING STALLS HAVE A 2-FOOT CONCRETE/LANDSCAPE OVERHANG, UNLESS SHOWN OTHERWISE.
LANDSCAPE AND SIDEWALK WIDTHS HAVE BEEN INCREASED BY AT LEAST 2 FEET TO COMPENSATE.

SITE PLAN BASE LAYOUT PROVIDED BY TILAND-SCHMIDT ARCHITECTS P.C.



APPLICANT:
MAJ POINTE, LLC
300 W. 15TH STREET SUITE 200
VANCOUVER, WA 98660
(360) 823-5125
FAX UNAVAILABLE
brandi@majdevelopment.com
mikej@majdevelopment.com

OWNER (PARCEL 986036-103)
MAJ JPN, LLC ET. AL.
300 W. 15TH STREET SUITE 200
VANCOUVER, WA 98660
(360) 823-5125
FAX UNAVAILABLE
brandi@majdevelopment.com
mikej@majdevelopment.com

OWNER (PARCELS 986036-105, -104, -102
& -101):
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OWNER (PARCEL 986036-100):
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(360) 823-5125
FAX UNAVAILABLE
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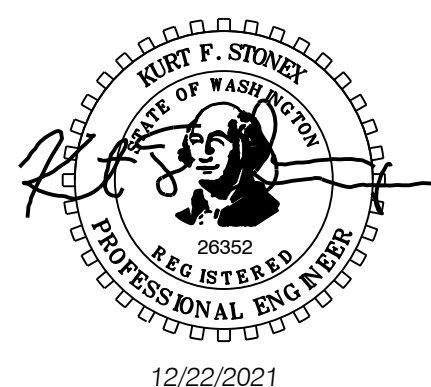
CONTACT:
OLSON ENGINEERING, INC.
ATTN: MIKE ODREN
222 E. EVERGREEN BLVD.
VANCOUVER, WA 98660
(360) 695-1385
FAX (360) 695-8117
mikeo@olsonengr.com

PLOT: consultant3.ctb
FILE: J:\data\4000\4800\4870\Planning\4870.02.01 Jens Place Apartments\4870.p.siteplan.prelim.dwg

PRELIMINARY SITE, MASTER AND PHASING PLAN FOR:

JENS POINTE APARTMENTS

OLSON LAND SURVEYORS
OLSON ENGINEERS
ENGINEERING INC. 360-695-1385
505-289-9936
222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

[illegible]

DESIGNED: TILAND-SCHMIDT ARCH.

DRAWN: TS/MRO

CHECKED: KFS

DATE: DECEMBER 202

SCALE: H: 1" = 30'

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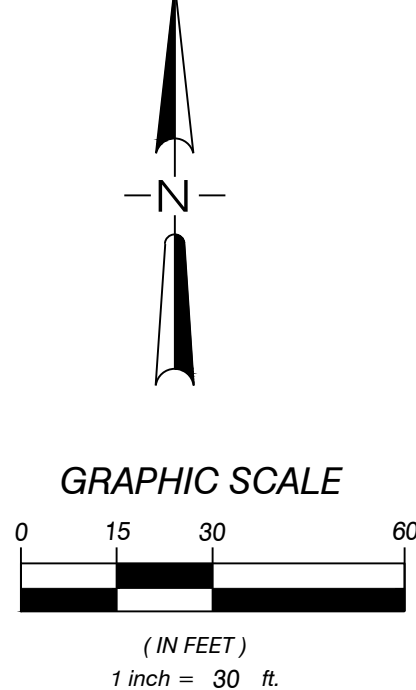
JENS PLACE APARTMENTS

JOB NO. 4878.02.01

SHEET

SP1.0

1. Installation shall fully comply with all landscape code requirements and any City of Vancouver conditions of approval.
2. Irrigation shall be provided by a fully automatic underground system design/built by the landscape contractor or otherwise shown with hose bibs.
3. All landscaping shall be installed in a professional workmanlike manner, and according to accepted good planting procedures with quality plant materials.
4. The owner, or his agent, shall be responsible for the maintenance of all landscaping which shall be maintained in good condition and shall present a healthy, neat, and orderly appearance, and shall be kept free from refuse and debris.
5. All existing vegetation shall be removed from areas to receive construction activities unless otherwise shown to remain.
6. There are no berms, buffers or fences proposed at this station. Retaining walls are proposed where required.
7. There are no surface water management features integrated with the landscape.
8. Active and passive recreational features and open space areas are as shown on the Preliminary Site, Master and Phasing Plan.
9. Plants shall be spaced as indicated above unless otherwise shown on the plan. If a plant species exists, the plan shall prevail.
10. Contractor shall verify species and quantities of all plant material prior to bid.
11. Install tree erosion control fabric on all slopes 2:1-2:1 and greater. Refer to Civil Engineering plan.
12. Install root barrier on all trees located within 8' of any paved/concrete surface, curb or wall, 18" inches deep, .08-inches or 2 mm thick, 10 feet long. Center barrier on trunk of tree, adjacent to back of curb or wall, pavement, curb and/or wall as per manufacturers recommendations and specifications.
13. Prior to installation of topsoil in tree, shrub, groundcover and lawn planting areas as indicated on the Landscape Plan, cross-hill at 18 inches on center or rotolot subgrade to an 8-inch to 12-inch depth.



APPLICANT: MAJ PUNE, LLC 300 W. 15TH STREET SUITE 200 VANCOUVER, WA 98660 (360) 823-5125 FAX UNAVAILABLE mikej@majdevelopment.com	OWNER (PARCEL 986036-103) MAJ JPN, LLC ET AL. 300 W. 15TH STREET SUITE 200 VANCOUVER, WA 98660 (360) 823-5125 mikej@majdevelopment.com	OWNER (PARCELS 986036-105, -104, -102 & -101): MAJ PUNE, LLC ET AL. 300 W. 15TH STREET SUITE 200 VANCOUVER, WA 98660 (360) 823-5125 FAX UNAVAILABLE brandi@majdevelopment.com mikej@majdevelopment.com	OWNER (PARCEL 986036-100): MAJ JPS, LLC ET AL. 300 W. 15TH STREET SUITE 200 VANCOUVER, WA 98660 (360) 823-5125 FAX UNAVAILABLE mikej@majdevelopment.com
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PLOT: consultant3.ctb
FILE: J:\data\4000\4800\4870\4878\Planning\4878.02.01 Jens Place Apartments\4878.p.siteplan.prelim.dwg

PRELIMINARY LANDSCAPE AND LEVEL V TREE PLAN FOR:

JENS POINTE APARTMENTS

CLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
360-695-1365
503-289-9936



STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
[Signature]
MICHAEL R. ODREN
CERTIFICATE NO. 891

12/22/21	
CHANGES / REVISIONS	
DESCRIPTION:	DATE:

[illegible]

DESIGNED: MRC

DRAWN: MRO

CHECKED: MRO

DATE: DECEMBER 2021

SCALE: H: 1" = 30'

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JENS PLACE APARTMENTS

JOB NO. 4878 02 01

SHEET

LS1.0

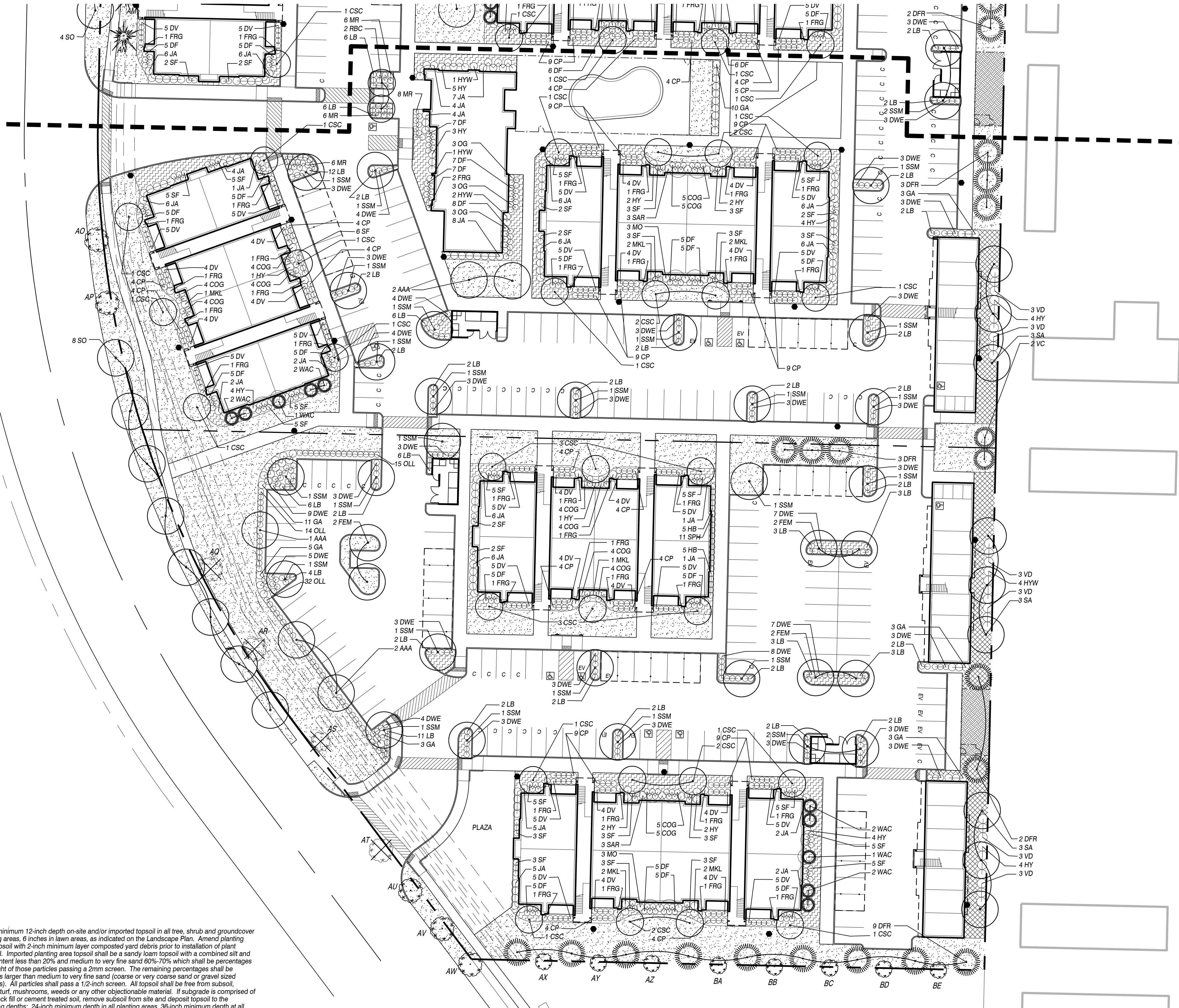
SYMBOL	COMMON NAME	SIZE/COND.	SPACING	QUANTITY
TREES				
AAA	Autumn Applause Ash <i>Fraxinus americana</i> 'American Applause'	2' CAL.	AS SHOWN	10
CSC	Columnar Sargent Cherry <i>Prunus sargentii</i> 'Columnaris'	2' CAL.	AS SHOWN	47
DFR	Douglas Fir <i>Pseudotsuga menziesii</i>	6' HEIGHT	15' O.C.	22
FEM	Frontier Elm <i>Ulmus</i> 'Frontier'	2' CAL.	AS SHOWN	15
PBM	Paperbark Maple <i>Acer griseum</i>	2' CAL.	AS SHOWN	12
RBC	Royal Burgundy Cherry <i>Prunus serrulata</i> 'Royal Burgundy'	2' CAL.	AS SHOWN	2
SA	Summit Ash <i>Fraxinus pennsylvanica</i> 'Summit'	2' CAL.	AS SHOWN	15
SO	Scarlet Oak <i>Quercus coccinea</i>	2' CAL.	30' O.C.	12
SSM	Scarlet Sentinel Maple <i>Acer rubrum</i> 'Scarlet'	2' CAL.	AS SHOWN	38
VC	Virescens Cedar <i>Thuja plicata</i> 'Virescens'	6' HEIGHT	12' O.C.	10
WAC	Weeping Alaskan Cedar <i>Chamaecyparis nootkatensis</i>	6' HEIGHT	8' O.C.	33
SHRUBS				
COG	Compact Oregon Grape <i>Mahonia aquifolium</i> 'Compactum'	3 GAL.	3' O.C.	
CP	Cavatine Pieris <i>Pieris japonica</i> 'Cavatine'	3 GAL.	3' O.C.	
DF	Dwarf Fothergilla <i>Fothergilla gardenii</i>	3 GAL.	3' O.C.	
DV	David Viburnum <i>Viburnum dentifolii</i>	3 GAL.	3' O.C.	
DWE	Dwarf Winged Euonymus <i>Euonymus alata</i> 'Compacta'	5 GAL.	3' O.C.	
FE	Frades Escallonia <i>Escallonia x exoniensis</i> 'Frades'	5 GAL.	5' O.C.	
FRG	Feather Reed Grass <i>Calamagrostis x acutiflora</i> 'Karl Foerster'	1 GAL.	AS SHOWN	
GA	Glossy Abelia <i>Abelia grandiflora</i> 'Edward Goucher'	5 GAL.	4' O.C.	
HB	Heavenly Bamboo <i>Nandina domestica</i> 'Gulf Stream'	3 GAL.	3' O.C.	
HY	Hydrangea <i>Hydrangea macrophylla</i> 'Nikko Blue'	5 GAL.	4 & 5' O.C.	
HYW	Hicks Yew <i>Taxus x media</i> 'Hicksii'	5 GAL.	5' O.C.	
JA	Japanese Andromeda <i>Pieris japonica</i> 'Mt. Fire'	5 GAL.	4' O.C.	
KD	Kelsey Dogwood <i>Cornus sericea</i> 'Kelsey'	3 GAL.	3' O.C.	
LB	Lydia Broom <i>Genista lydia</i>	1 GAL.	3' O.C.	
MKL	Miss Kim Lilac <i>Syringa patula</i> 'Miss Kim'	5 GAL.	4' O.C.	
MO	Mexican Orange <i>Choisya ternata</i>	5 GAL.	4' O.C.	
MR	Meidiland Rose <i>Rosa x Meidiland</i> 'Scarlet'	2 GAL.	3' O.C.	
SAR	Sarcococca <i>Sarcococca ruscifolia</i>	5 GAL.	4' O.C.	
SF	Sword Fern <i>Polystichum munitum</i>	1 GAL.	3' O.C.	
OG	Oregon Grape <i>Mahonia aquifolium</i>	3 GAL.	3' O.C.	
OLL	Otto Luyken Laurel <i>Prunus laurocerasus</i> 'Otto Luyken'	24"-30"	3' O.C.	
SPH	Sky Pencil Holly <i>Ilex crenata</i> 'Sky Pencil'	3 GAL.	3' O.C.	
VD	Variegated Dogwood <i>Cornus alba</i> 'Elegantissima'	5 GAL.	5' O.C.	

GROUND COVER			
	Emerald Carpet Rubus Rubus caryocoides 'Emerald Carpet'	1 GAL.	18" O.C.
	Lawn - Seeded/Sod/Rye Oregon Ryegrass Blend		
	Lowfast Cotoneaster Cotoneaster dammeri 'Lowfast'	1 GAL.	24" O.C.
OTHER			
	6"-9" layer cedar chips over geotextile fabric secured with manufacturer's staples		

NOTES

1. Installation shall fully comply with all landscape code requirements and any City of Vancouver conditions of approval.
2. Irrigation shall be provided by a fully automatic underground system design/build by the landscape contractor or as otherwise shown with hose bibs.
3. All landscaping shall be installed in a sound workman-like manner, and according to accepted good planting procedures with quality plant materials.
4. The owner, or his agent, shall be responsible for the long-term maintenance of all landscaping which shall be maintained in good condition so as to present a healthy, neat, and orderly appearance, and shall be kept free from refuse and debris.
5. All existing vegetation shall be removed from areas to receive construction activities unless otherwise shown to remain.
6. There are no berms, buffers or fences proposed at this station. Retaining walls are proposed where required.
7. There are no surface water management features integrated with the landscape.
8. Active and passive recreational features and open space areas are as shown on the Preliminary Site, Master and Phasing Plan.
9. Plants shall be spaced as indicated above unless otherwise shown on the plan. If a discrepancy exists, the plan shall prevail.
10. Contractor shall verify species and quantities of all plant material prior to bid.
11. Install *lutea* erosion control fabric on all slopes 2:1-2:1 and greater. Refer to Civil Engineering plans.
12. Install root control barrier on all trees located within 8' of any paved/concrete surface, curb or wall, 18"-26" deep, 08-inches or 2 mm thick, 100 feet long. Center barrier on trunk of tree if not adjacent to back of curb or pavement, curb and/or wall as per manufacturers' recommendations and specifications.
13. Prior to installation of topsoil in shrub, groundcover and lawn planting areas as indicated on the Landscape Plan, cross-rise at 18 inches on center or rotolot subgrade to an 8-inch to 12-inch depth.

14. Install minimum 12-inch depth on-site and/or imported topsoil in all tree, shrub and groundcover planting areas, 6 inches in lawn areas, as indicated on the Landscape Plan. Amend planting topsoil with 2-inch minimum layer composted yard debris prior to installation of plant material. Imported plantings shall be installed in amended topsoil. Topsoil shall be 75% sand and clay content less than 20% and medium to very fine sand 60%-70% which shall be percentages by weight of those particles passing a 2mm screen. The remaining percentages shall be particles larger than medium to very fine sand (coarse or very coarse sand or gravel sized particles). All particles shall be free of roots, twigs, sticks, stones, rocks, pebbles, debris, rock, turf, mushrooms, weeds or any other objectionable material. If subgrade is comprised of rock, turf or cement treated soil, remove subsoil from site and deposit topsoil to the following depths: 24-inch depth: 24 inches for trees and shrubs and 12 inches for groundcover in all tree locations in a 5 foot diameter. Allow no cross contamination of cement treated soil with placed topsoil.
15. On-site topsoil shall be defined as being a viable loose surface soil found at a depth, in its natural state, of less than 18 inches. Topsoil shall be free from subsoil, clay lumps and rocks larger than 2 inches, debris, turf, weeds, roots, contaminants or other objectionable material. Topsoil on-site meeting these specifications may be used in landscape areas as indicated on the Landscape Plan. Good quality topsoil of existing on-site topsoil stripplings for reuse in landscape areas with Project Representative.
16. Install minimum 2-inches bare mulch in all new landscape plantings within 2 days of planting or as stipulated in the Tree Planting and Maintenance Manual.
17. ~~CRUISE: Remove any existing mulch from existing trees to plant new trees.~~



APPLICANT:
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VANCOUVER, WA 98660
(360) 823-5125
FAX UNAVAILABLE
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mikej@majdevelopment.com

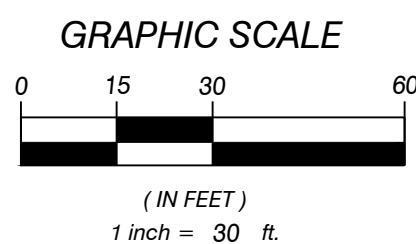
OWNER (PARCEL 986036-103)
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CONTACT:
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ATTN: MIKE ODREN
222 E. EVERGREEN BLVD.
VANCOUVER, WA 98660
(360) 695-1385
FAX (360) 695-8117
mikeo@olsonengr.com

PRELIMINARY
NOT FOR
CONSTRUCTION



PLOT: consultant3.ctb
FILE: J:\data\4000\4800\4870\4878\Planning\4878.02.01 Jens Place Apartments\4878.p.siteplan.prelim.dwg

PRELIMINARY LANDSCAPE AND LEVEL V TREE PLAN FOR:

JENS POINTE APARTMENTS

GLS LAND SURVEYORS
ENGINEERS



STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
Michael R. Odren
MICHAEL R. ODREN
CERTIFICATE NO. 891

12/22/2

CHANGES / REVISIONS

DESCRIPTION:	DATE:
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[illegible]

DESIGNED: MRC

DRAWN: MRO

CHECKED: MRO

DATE: DECEMBER 2021

SCALE: H: 1" = 30'

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JENS PLACE APARTMENTS

JOB NO. 4878.02.01

SHEET

LS1.1



TILAND /
SCHMIDT
ARCHITECTS, P.C.

16101 SW 72nd Avenue
SUITE 135
PORTLAND, OR 97224
FAX (503) 220-8517

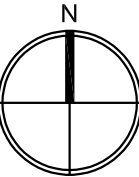
JENS POINTE APARTMENTS
SITE LIGHTING
NE 136TH AVE. & NE 4TH ST. VANCOUVER WA
MAJ DEVELOPMENT

Symbol	Code	Height	Beam Spread	Footcandle	Notes	Quantity	Notes	Quantity	Notes	Quantity	Notes
A	10	10	10	10	10	10	10	10	10	10	10
B	20	20	20	20	20	20	20	20	20	20	20
C	30	30	30	30	30	30	30	30	30	30	30

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
ADA 1	+	1.4 fc	1.5 fc	1.2 fc	1.31	1.21
ADA 2	+	1.7 fc	3.8 fc	1.2 fc	3.21	1.41
ADA 3	+	1.1 fc	1.2 fc	1.0 fc	1.21	1.11
ADA 4	+	1.0 fc	1.0 fc	0.9 fc	1.11	1.11
ADA 5	+	1.2 fc	1.3 fc	1.1 fc	1.21	1.11
ADA 6	+	1.1 fc	1.6 fc	1.0 fc	1.61	1.11
ADA 7	+	1.1 fc	1.2 fc	0.9 fc	1.31	1.21
ADA 8	+	1.1 fc	1.2 fc	1.0 fc	1.21	1.11
ADA 10	+	1.0 fc	1.2 fc	0.9 fc	1.31	1.11
ADA 11	+	1.2 fc	1.3 fc	1.0 fc	1.31	1.21
Onsite Pedestrian Path	+	0.7 fc	2.4 fc	0.0 fc	N/A	N/A
OVERALL SITE	+	0.9 fc	4.9 fc	0.0 fc	N/A	N/A

SITE LIGHTING PHOTOMETRIC

1"=40'-0"



6915 SW MACADAM AVE.
SUITE 200
PORTLAND, OREGON 97219
PHONE: 503.892.1188
FAX: 503.892.1190
CONTACT... DANIEL DERHEIMER
engineering@mk-inc.com



PROJECT NO.

-

DATE :

01/04/2022

DRAWN BY :

DD

CHECKED BY :

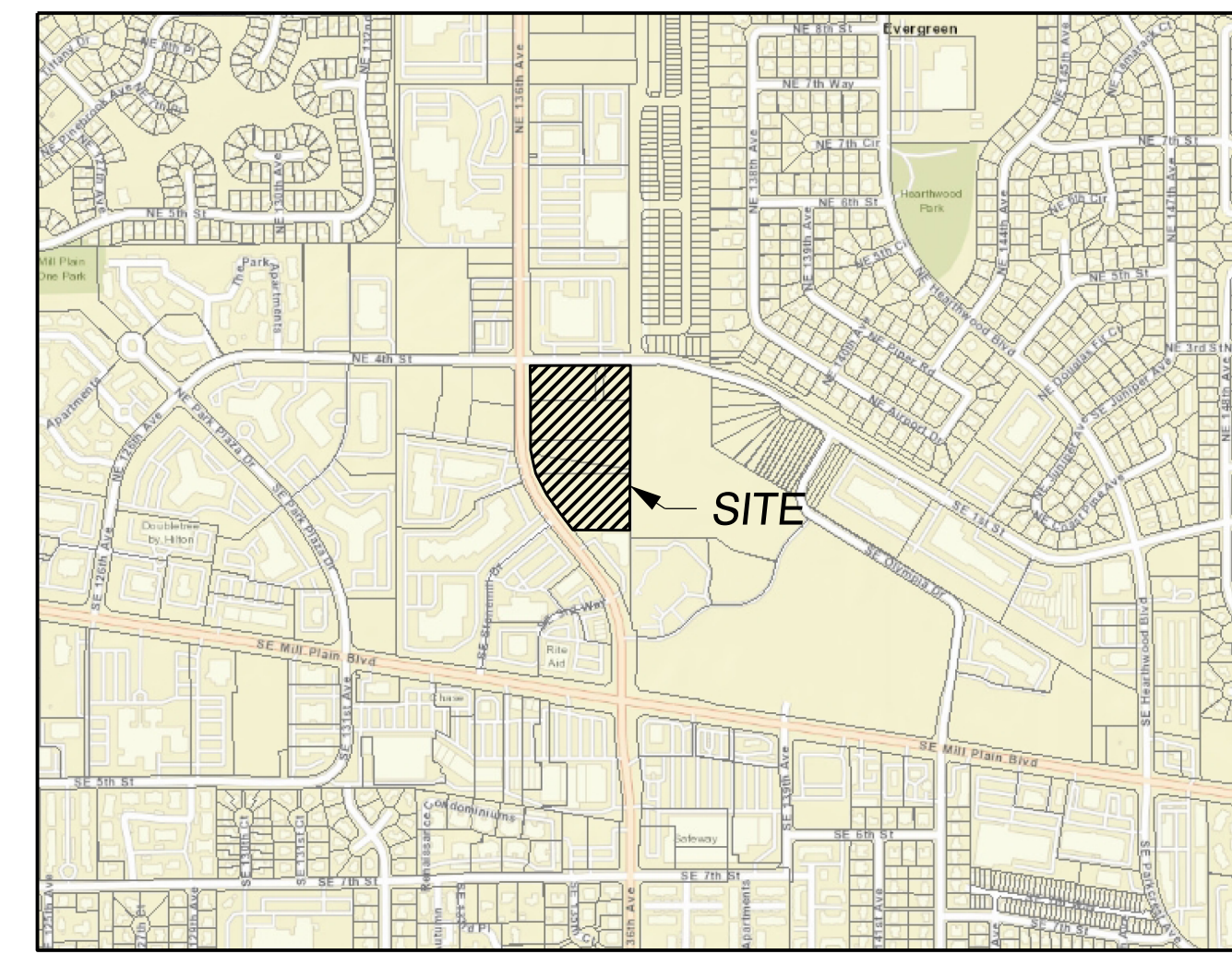
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REVISIONS

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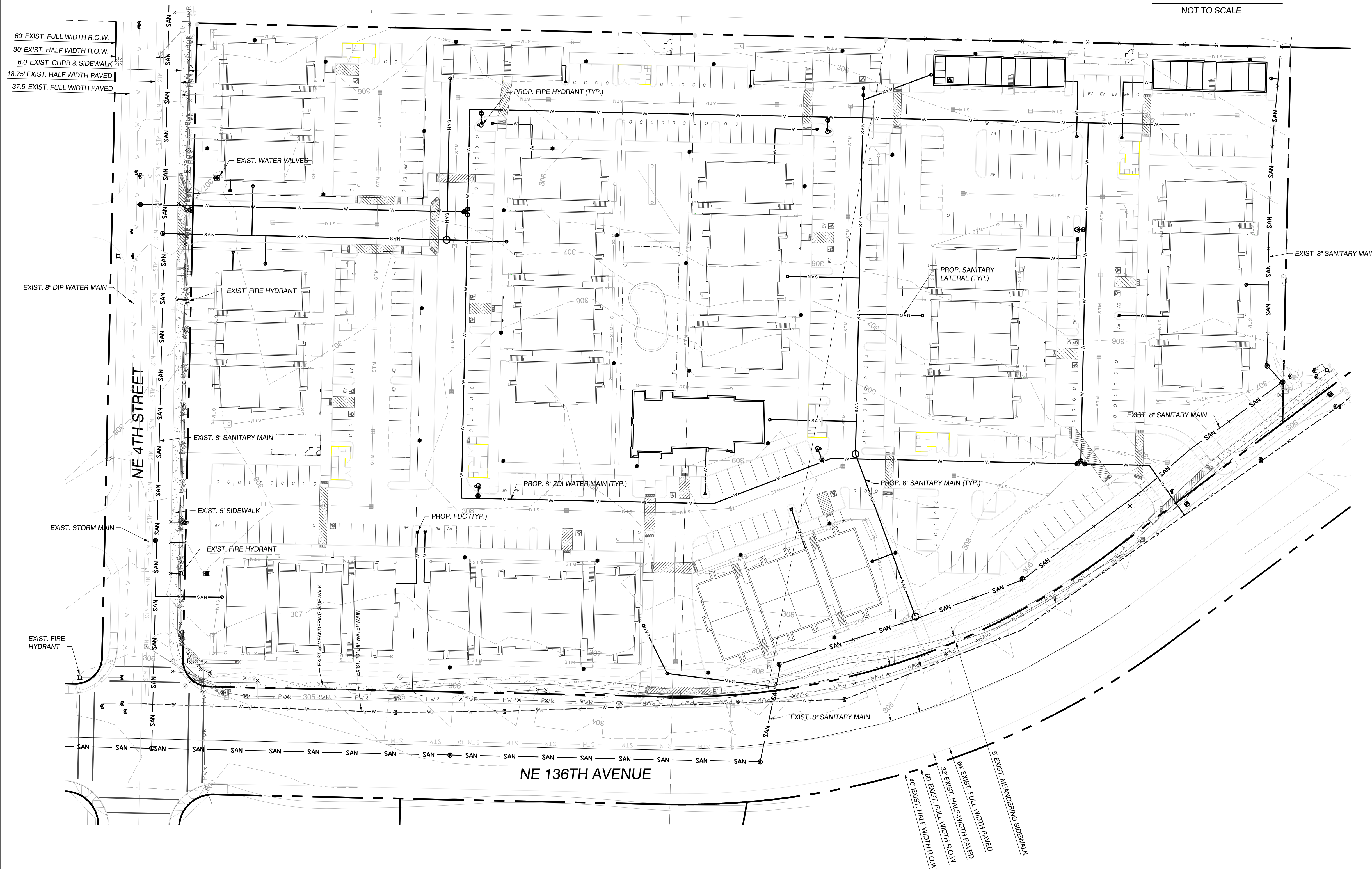
WATER:

- 1) THERE IS AN EXISTING 10" DIP WATER MAIN IN NE 136TH AVE AND AN EXISTING 8" DIP WATER MAIN IN NE 4TH ST.
- 2) A WATER MAIN WILL BE CONSTRUCTED THAT CONNECTS THE EXISTING MAIN IN NE 136TH AVE THROUGH THE SITE TO THE EXISTING MAIN IN NE 4TH ST.
- 3) PROPOSED FIRE HYDRANTS WILL BE ADDED THROUGH THE SITE TO MEET FIRE CONTROL REQUIREMENTS AND WILL BE LOCATED AS REQUIRED BY THE FIRE MARSHALL.
- 4) WATER METERS WILL BE PROVIDED FOR EACH BUILDING.
- 5) A FIRE SERVICE AND AN FDC WILL BE PROVIDED FOR EACH BUILDING.
- 6) A WATER EASEMENT WILL BE DEDICATED TO THE CITY OF VANCOUVER OVER ALL PUBLIC WATERLINES. WATER EASEMENTS NOT SHOWN ON THIS PLAN BUT WILL BE ADDED DURING FINAL ENGINEERING.



VICINITY MAP

NOT TO SCALE



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PRELIMINARY UTILITY PLAN FOR:

JENS POINTE APARTMENTS

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC.
222 E. FIVERGREEN, VANCOUVER

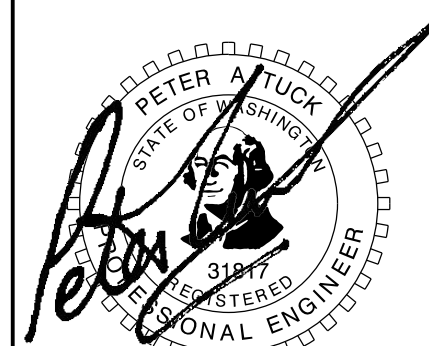
360-695-1385
503-289-9936
4.98660

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CLIENT:

MAJ POINTE LLC
300 W 15TH ST, SUITE 200
VANCOUVER, WA 98660

PH: (360) 823-51215
FX: UNAVAILABLE
CONTACT: MIKE JENKINS
EMAIL: mikej@madevelopm



12/23/21

CHANGES / REVISIONS

DESCRIPTION:	DATE:
--------------	-------

DESIGNED: TJB

DRAWN: TJB

CHECKED: PAT

DATE: DECEMBER 2021

SCALE: 1" = 40'

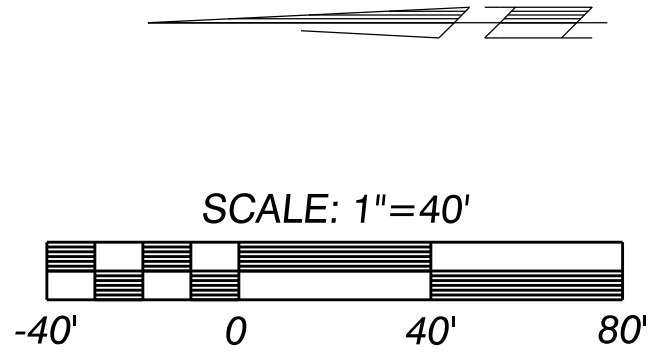
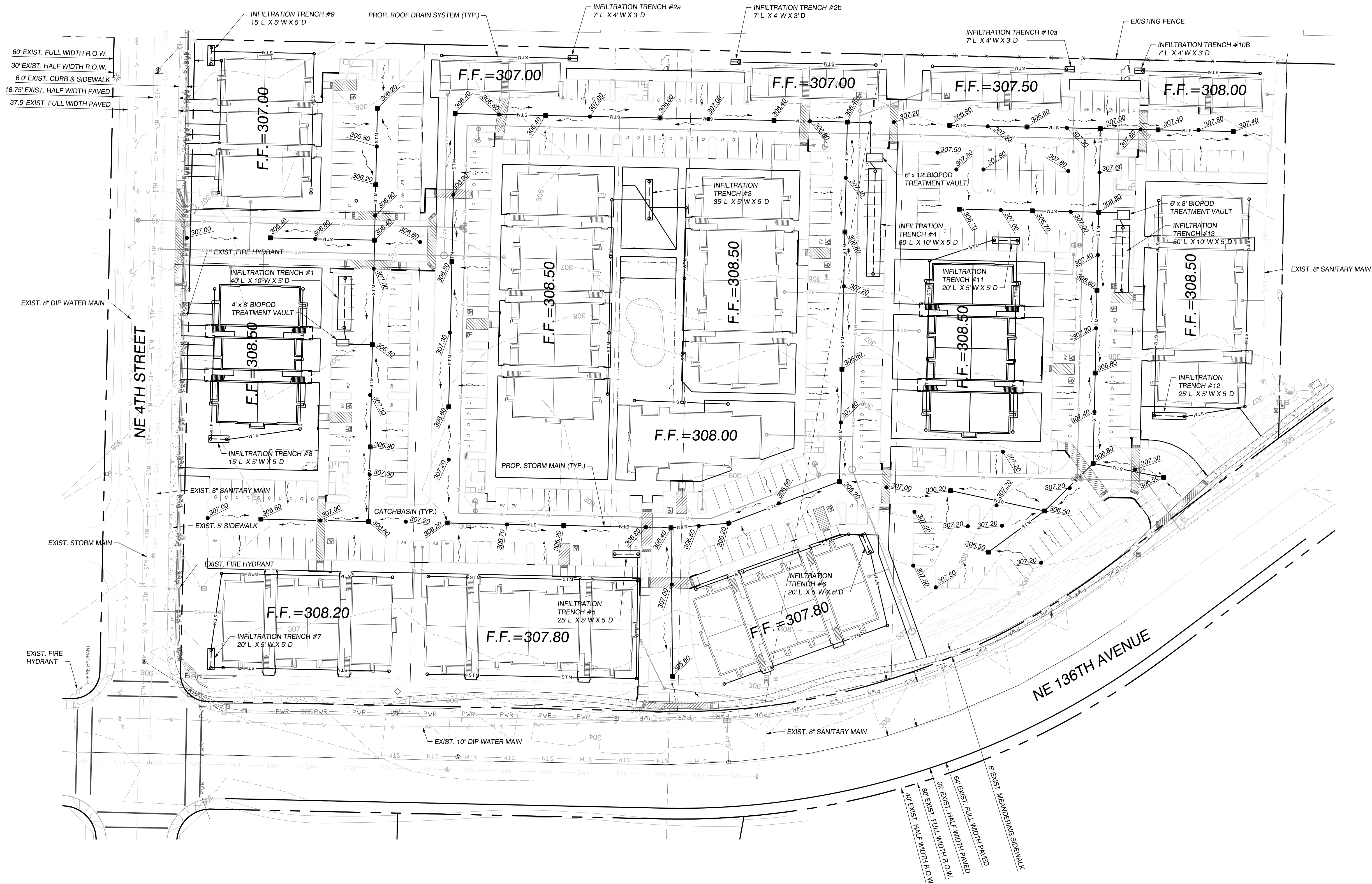
JENS POINTE APARTMENTS

JOB NO.: 4878.02.01

SHEET

C1.0

STORMWATER:
1) ALL STORMWATER SYSTEMS WILL BE DESIGNED IN CONFORMANCE WITH CITY OF VANCOUVER STANDARDS AND THE STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON.
2) ALL STORMWATER FACILITIES WILL BE PRIVATELY OWNED AND MAINTAINED WITH RIGHT-OF-ENTRY TO THE CITY OF VANCOUVER FOR INSPECTION PURPOSES.
3) NATIVE SOILS ON THE SITE ARE CONSIDERED TO BE WWHM GROUP 1 (USDA GROUP B).
4) STORMWATER RUNOFF FROM THE ON SITE PAVEMENT, SIDEWALKS, DRIVEWAYS, AND LANDSCAPE AREAS WILL BE COLLECTED IN CATCH BASINS AND ROUTED TO BIOFILTRATION SYSTEMS (OLDCASTLE BIOPOD OR SIMILAR) FOR TREATMENT. ROOF DOWNSPOUTS WILL BE ROUTED VIA INDIVIDUAL LATERAL CONNECTIONS DIRECTLY TO AN UNDERGROUND INFILTRATION SYSTEM. QUANTITY CONTROL REQUIREMENTS WILL BE MET WITH AN UNDERGROUND INFILTRATION SYSTEM. ALL STORMWATER WILL BE INFILTRATED ON SITE.



PRELIMINARY STORMWATER AND GRADING PLAN FOR:

JENS POINTE APARTMENTS

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN, VANCOUVER, WA 98660
360.695.1335
402.294.8856



12/23/21

CHANGES / REVISIONS	
DESCRIPTION:	DATE:

DESIGNED: TJB
DRAWN: TJB
CHECKED: PAT
DATE: DECEMBER 2021
SCALE:

JENS POINTE APARTMENTS
JOB NO.: 4878.02.01

SHEET

CLIENT:
MAJ PONTÉ LLC
300 W 15TH ST, SUITE 200
VANCOUVER, WA 98660
PH: (360) 823-5121
FX: UNAVAILABLE
CONTACT: MIKE JENKINS
EMAIL: mjen@majponte.com

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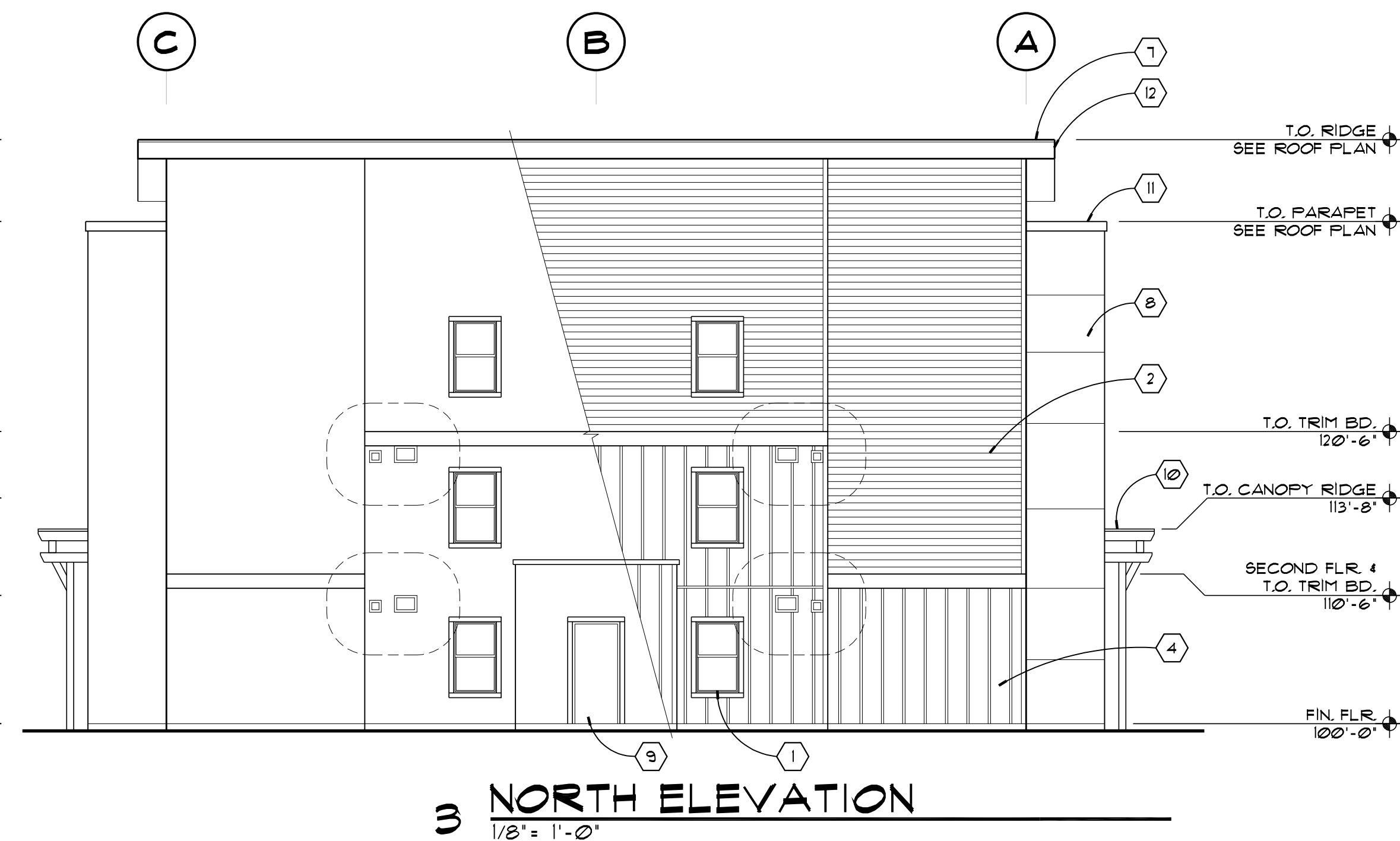
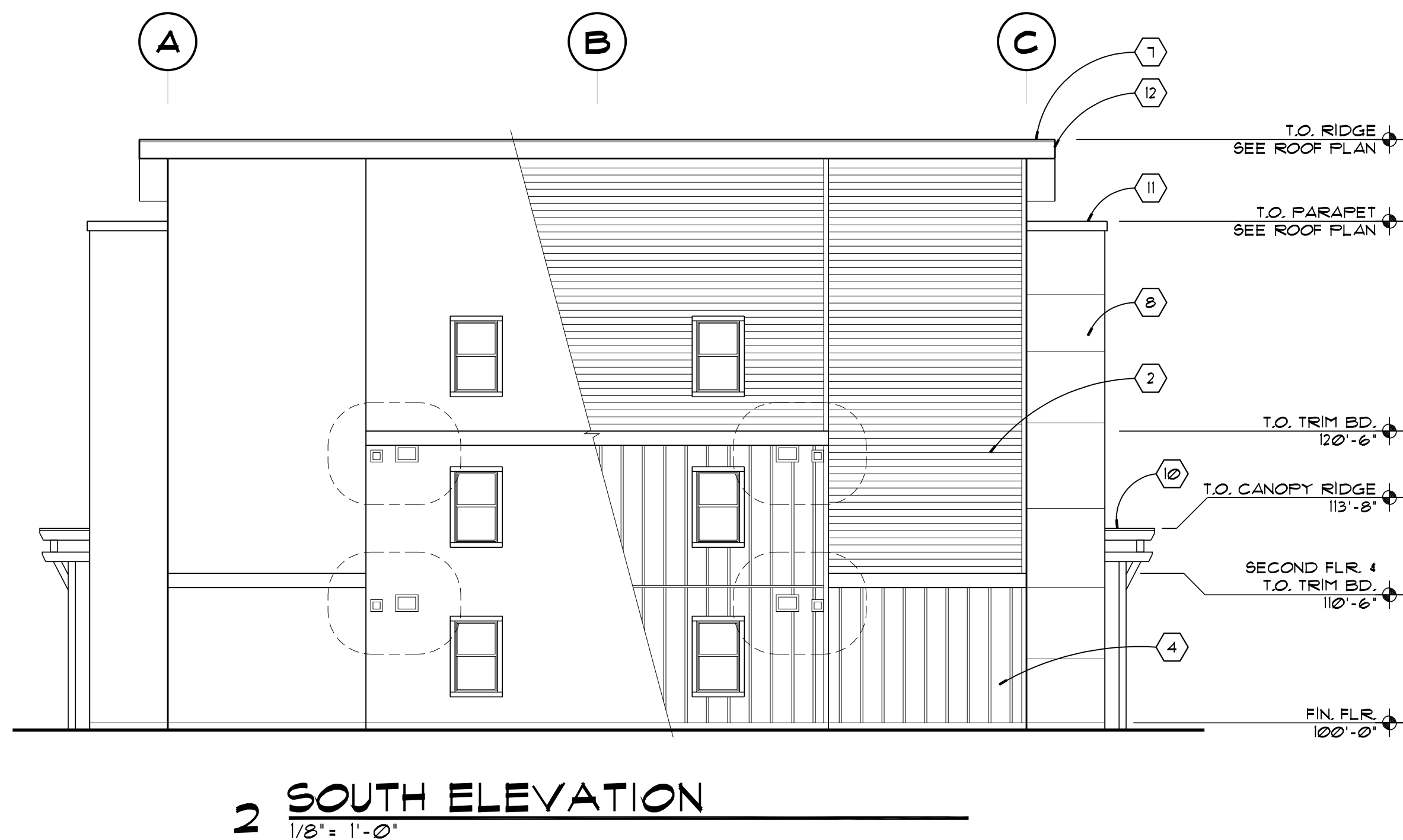


- KEYNOTES:
- 1 VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
 - 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 3 PRE-FINISHED WOOD LOOK (FC5-1) FIBER CEMENT SIDING
 - 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 5 PRE-FINISHED (P-4) METAL GUTTER
 - 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
 - 7 SINGLE PLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
 - 9 E.G. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
 - 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE PLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 11 PAINTED (P-3) MTL. COPING
 - 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
 - 13 PRE-FINISHED (P-4) MTL. COPING
 - 14 PRE-CAST CONC. STAIRS

JENS POINTE APARTMENTS - BUILDING 'A'

TILAND / SCHMIDT ARCHITECTS, PC
16101 SW 12ND AVE. SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

13679 NE 136th AVE. VANCOUVER WA 98684
MAJ DEVELOPMENT

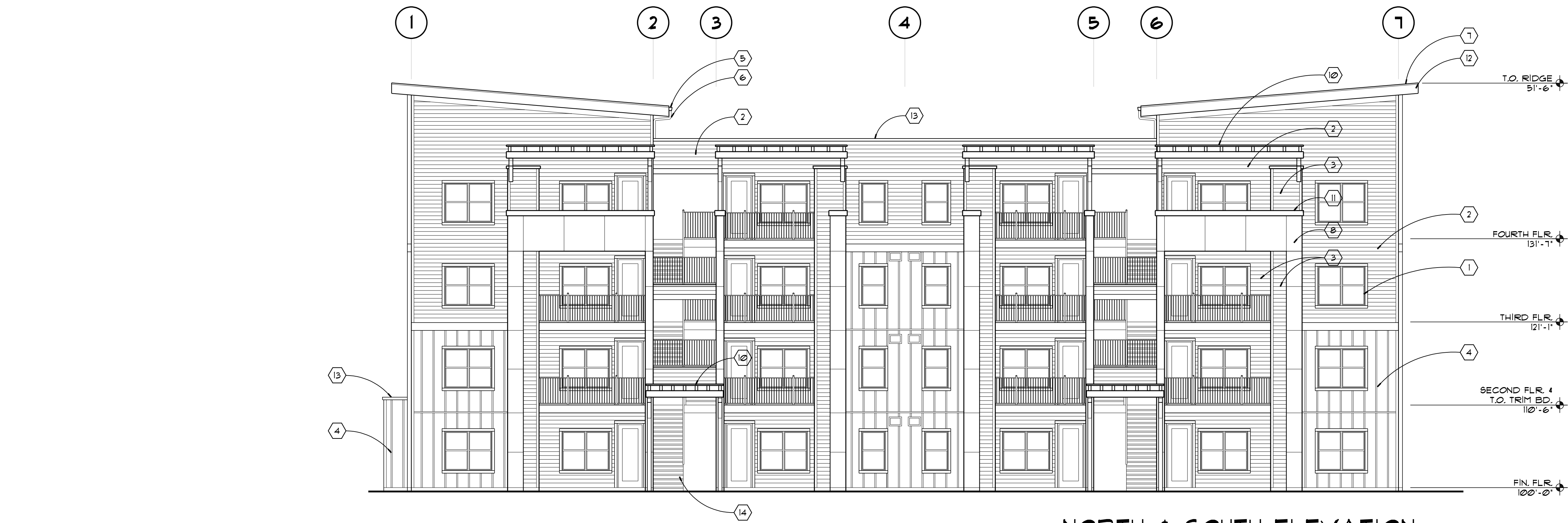


MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	QUENS CORNING TRUDEFINITION DURATION	'ONYX BLACK'
FC5-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-58 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-156 'VAN DEUSEN BLUE'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHWEST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	211-10 'CARBON COPY'
RF-1	SINGLE PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC SEMI-TRANSPARENT STAIN	'III COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

NOTES:
1. ALL GLASS PANELS ARE CLEAR UNO.
2. CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

PROJECT NO.	
2021-165	
DATE :	12-20-2021
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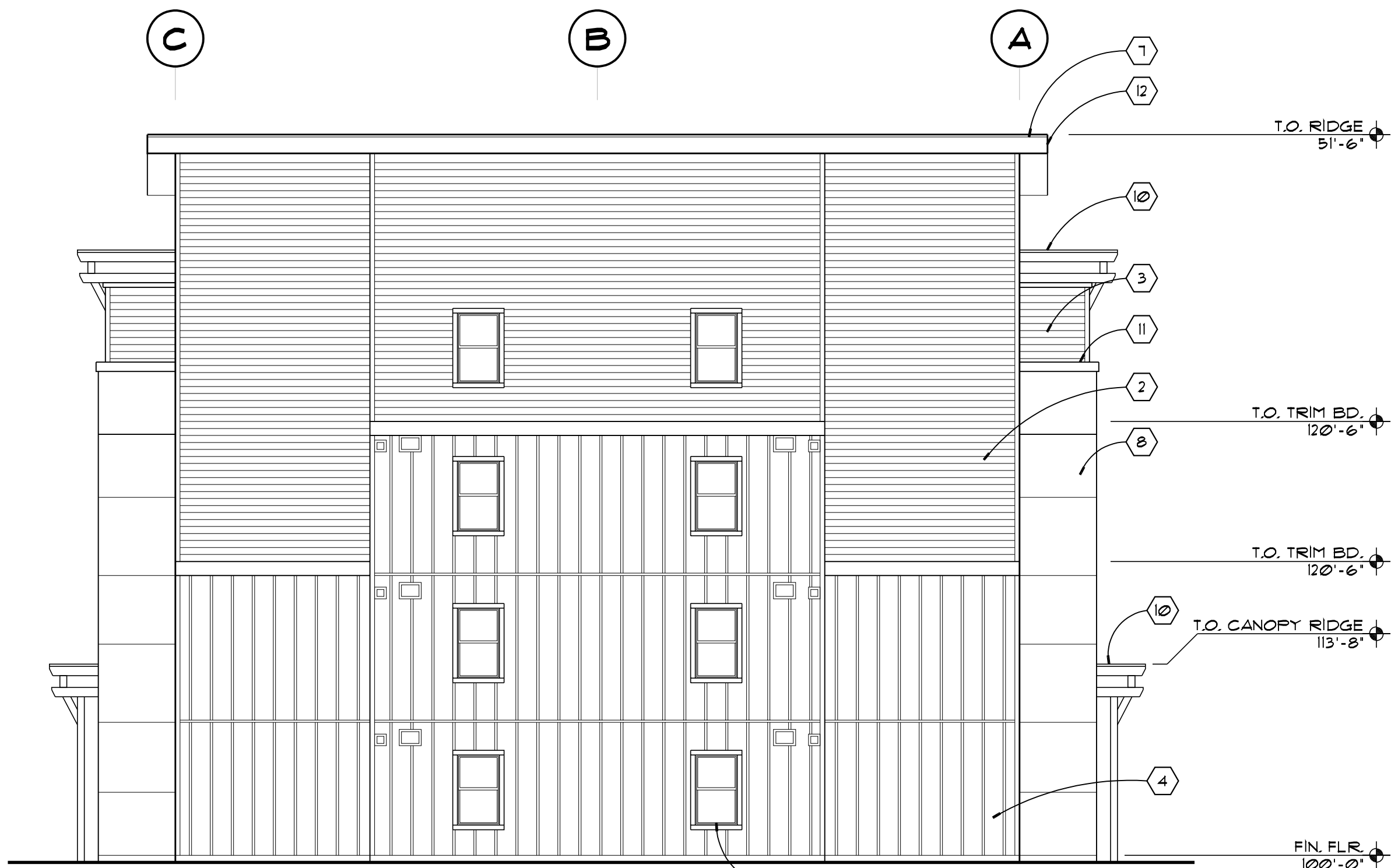
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1 NORTH & SOUTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"

- KEYNOTES:
- 1 VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
 - 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 3 PRE-FINISHED WOOD LOOK (FC9-1) FIBER CEMENT SIDING
 - 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 5 PRE-FINISHED (P-4) METAL GUTTER
 - 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
 - 7 SINGLE FLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
 - 9 F.G. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
 - 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE-PLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 11 PAINTED (P-3) MTL. COPING
 - 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
 - 13 PRE-FINISHED BLACK MTL. COPING
 - 14 PRE-CAST CONC. STAIRS

JENS POINTE APARTMENTS - BUILDING 'B'

13679 NE 136th AVE. VANCOUVER WA 98684
MAJ DEVELOPMENT

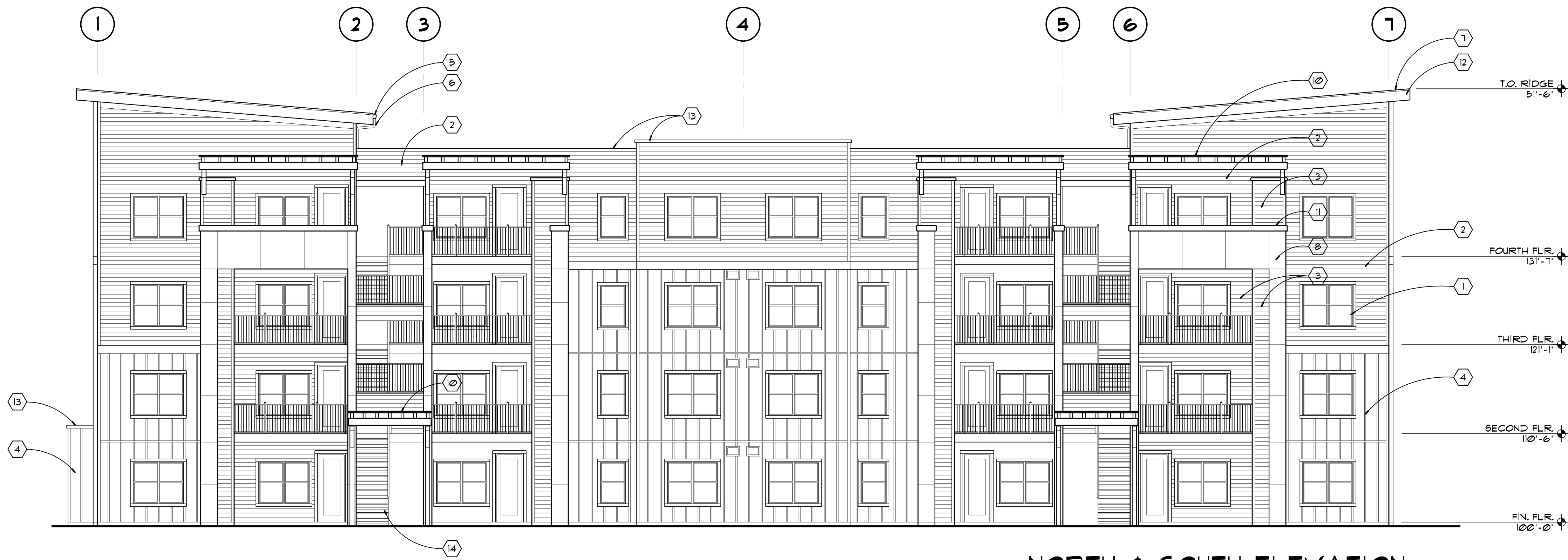
TILAND / SCHMIDT ARCHITECTS, PC
16101 SW 12ND AVE. SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	OWENS CORNING, TRIDEFinition DURATION	'ONYX BLACK'
FC9-1	FIBER CEMENT SIDING	NICHHA ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-98 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-156 'VAN DEUSEN BLUE'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHWEST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2117-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC, SEMI-TRANSPARENT STAIN	'111 'COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL, PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

NOTES:
1. ALL GLASS PANELS ARE CLEAR UNO.
2. CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

PROJECT NO.
2021-165
DATE :
12-20-2021
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1 NORTH & SOUTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"

- KEYNOTES:**
- 1 VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
 - 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 3 PRE-FINISHED WOOD LOOK (FC9-1) FIBER CEMENT SIDING
 - 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 5 PRE-FINISHED (P-4) METAL GUTTER
 - 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
 - 7 SINGLE FLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
 - 9 E.G. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
 - 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE FLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 11 PAINTED (P-3) MTL. COPING
 - 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
 - 13 PRE-FINISHED BLACK MTL. COPING
 - 14 PRE-CAST CONC. STAIRS

JENS POINTE APARTMENTS - BUILDING 'C'

13679 NE 136th AVE. VANCOUVER WA 98684
MAJ DEVELOPMENT

TILAND / SCHMIDT ARCHITECTS, P.C.

16101 SW 12ND AVE. SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	OWENS CORNING, TRUDEFINITION DURATION	'ONYX BLACK'
FC9-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-98 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-3 'TEXAS LEATHER'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHWEST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2117-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC, SEMI-TRANSPARENT STAIN	'III COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL, PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

NOTES:
1. ALL GLASS PANELS ARE CLEAR UNO.
2. CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

PROJECT NO.
2021-165

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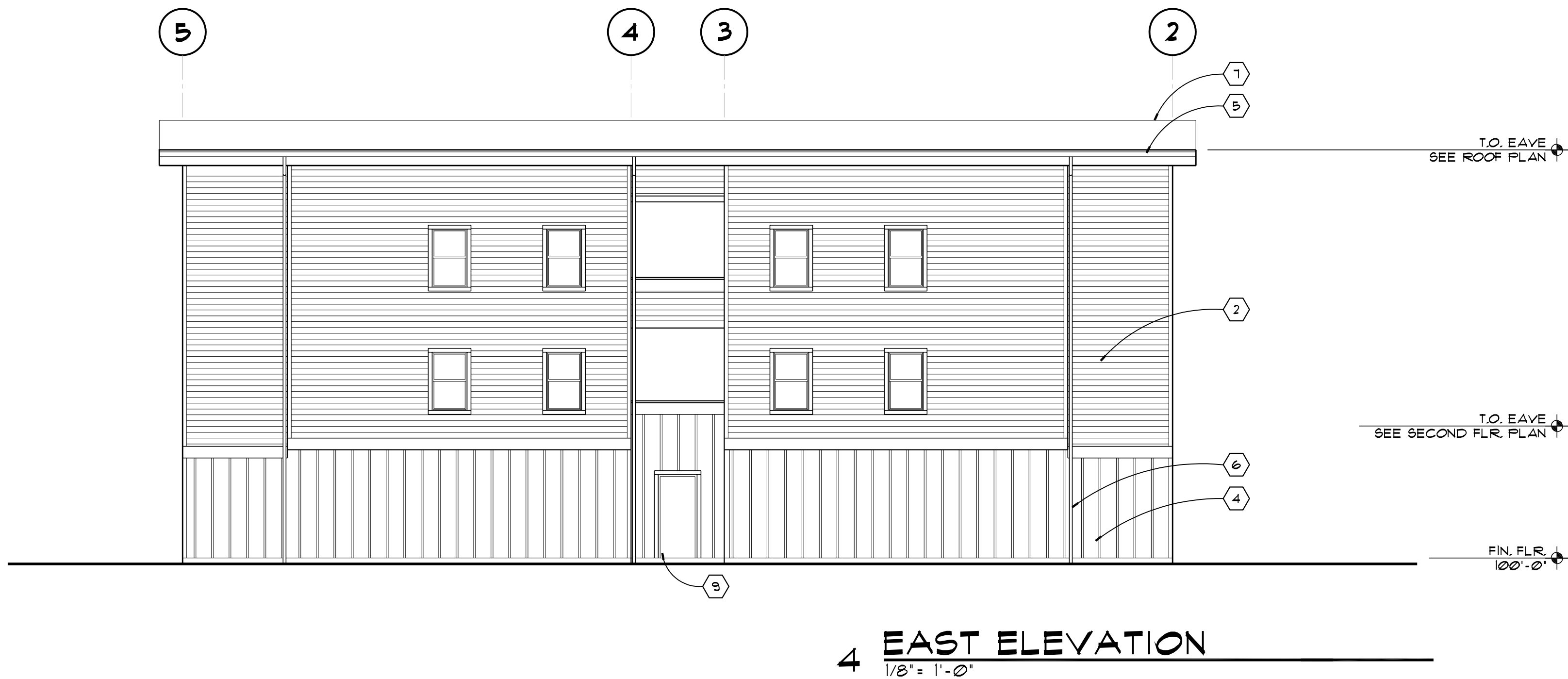
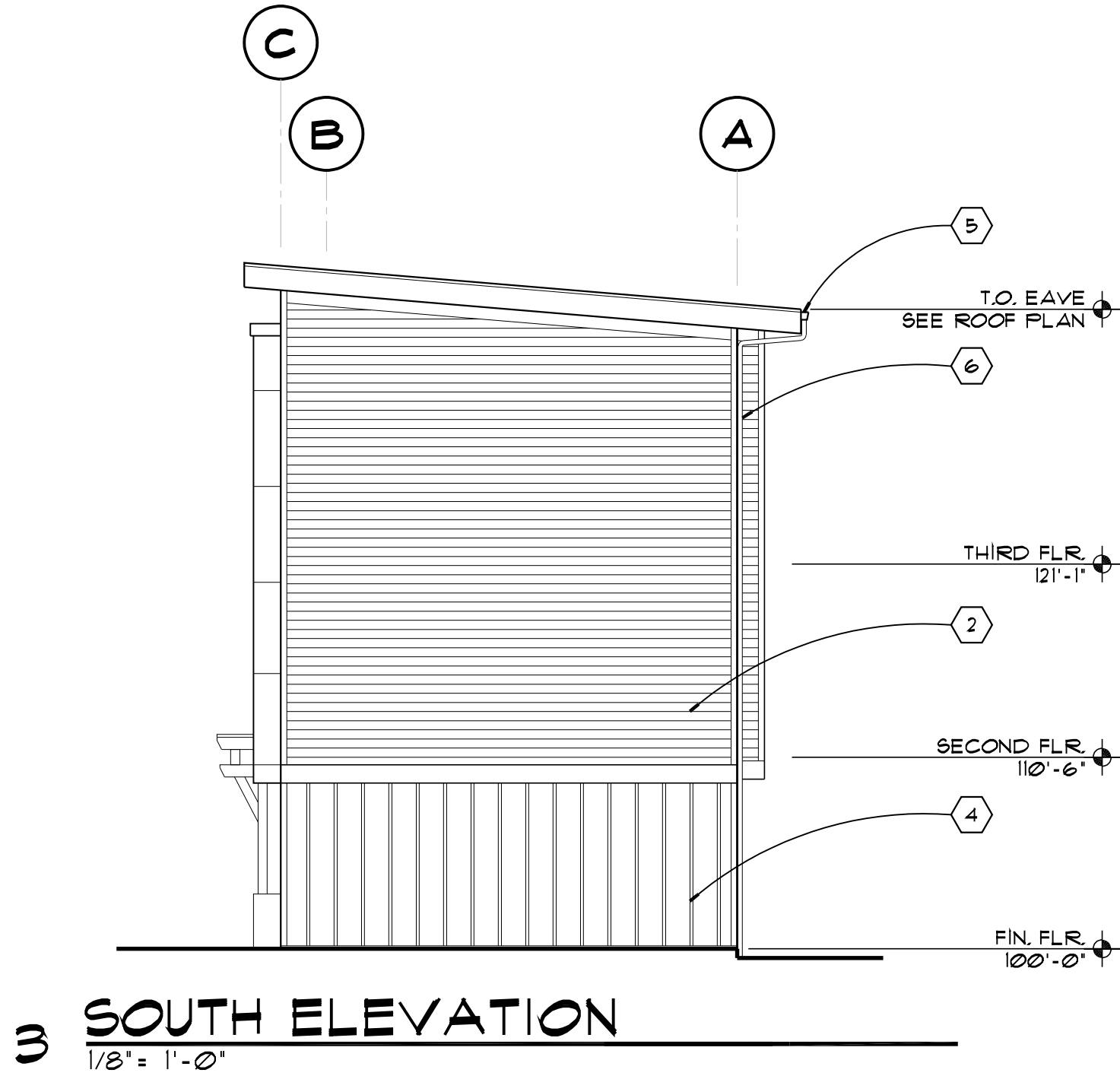
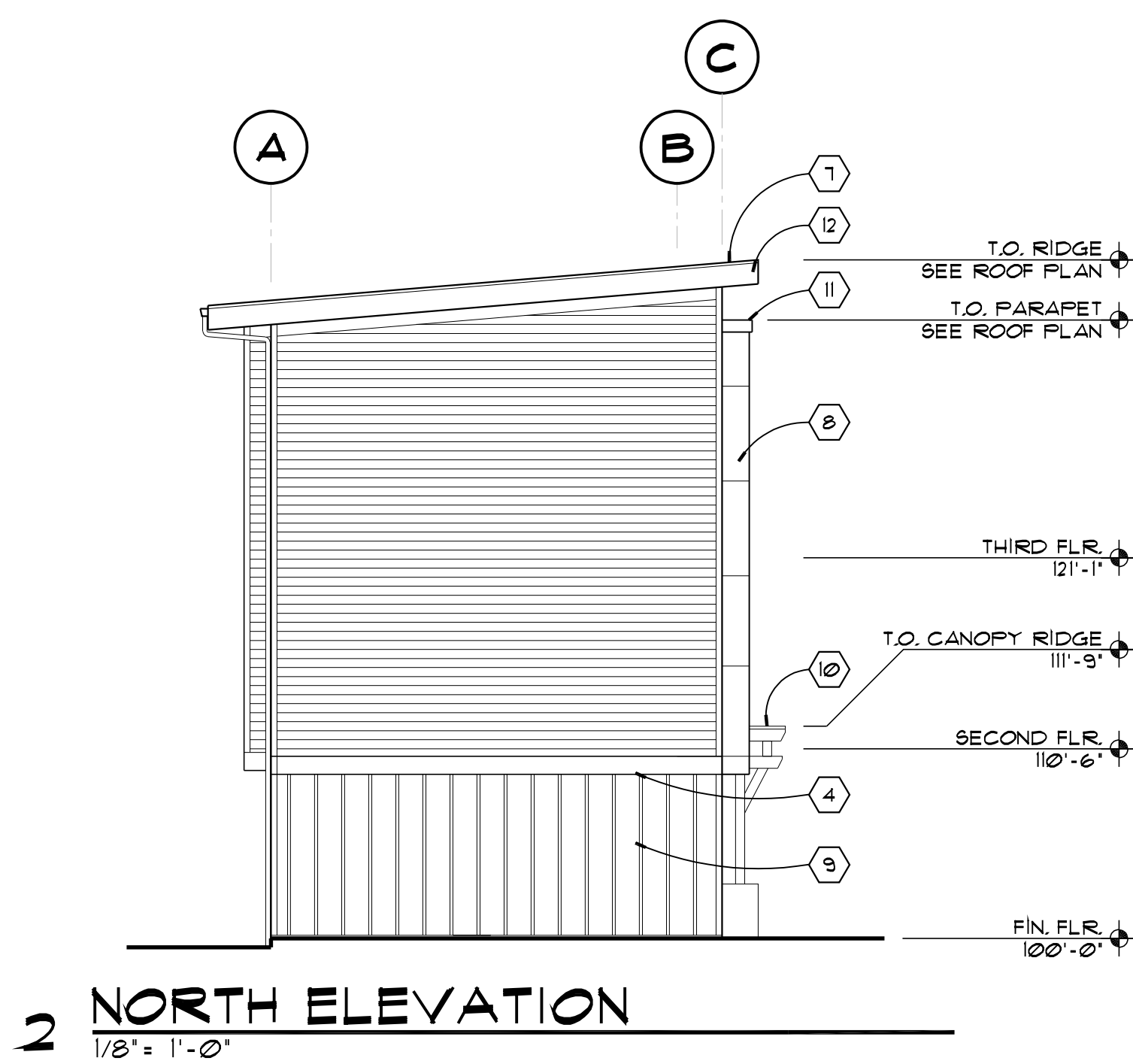
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- KEYNOTES:
- 1 VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
 - 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 3 PRE-FINISHED WOOD LOOK (FC3-1) FIBER CEMENT SIDING
 - 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 5 PRE-FINISHED (P-4) METAL GUTTER
 - 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
 - 7 SINGLE-PLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
 - 9 F.G. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
 - 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE-PLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 11 PAINTED (P-3) MTL. COPING
 - 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
 - 13 PRE-FINISHED (P-4) MTL. COPING
 - 14 PRE-CAST CONC. STAIRS
 - 15 PAINTED (P-4) GARAGE DOOR W/ PAINTED (P-4) FIBER CEMENT TRIM



MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	QUEENS CORNING TRUDEFINITION DURATION	'ONYX BLACK'
FC3-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-58 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-156 'VAN DEUSEN BLUE'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHEAST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2111-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC SEMI-TRANSPARENT STAIN	'111 'COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

- NOTES:
1. ALL GLASS PANELS ARE CLEAR UNO.
 2. CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

TILAND / SCHMIDT ARCHITECTS, PC

16101 SW 12ND AVE. SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

JENS POINTE APARTMENTS - BUILDING 'D'

13679 NE 136th AVE. VANCOUVER WA 98684

MAJ DEVELOPMENT

PROJECT NO.
2021-165

DATE :
12-20-2021
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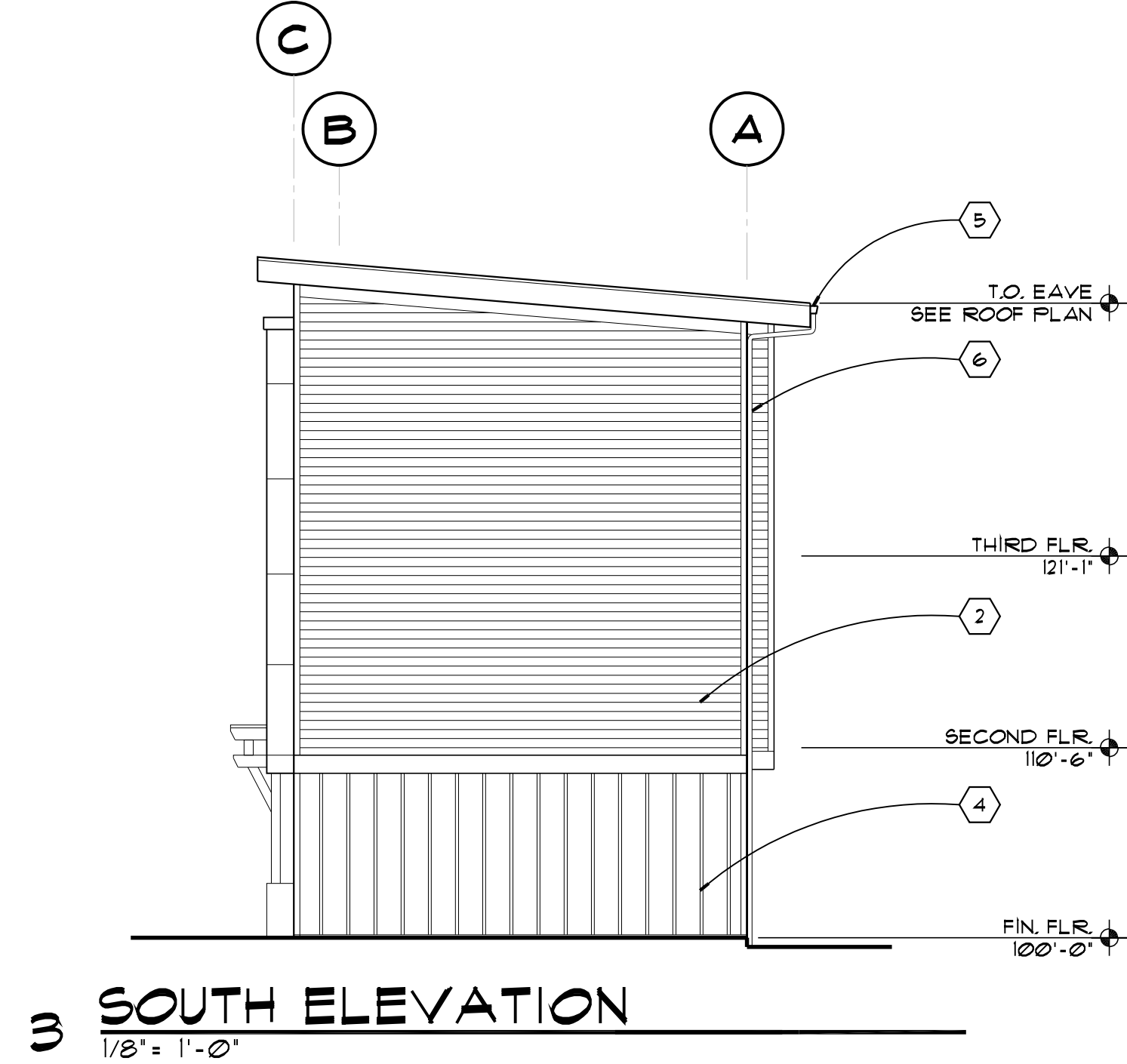
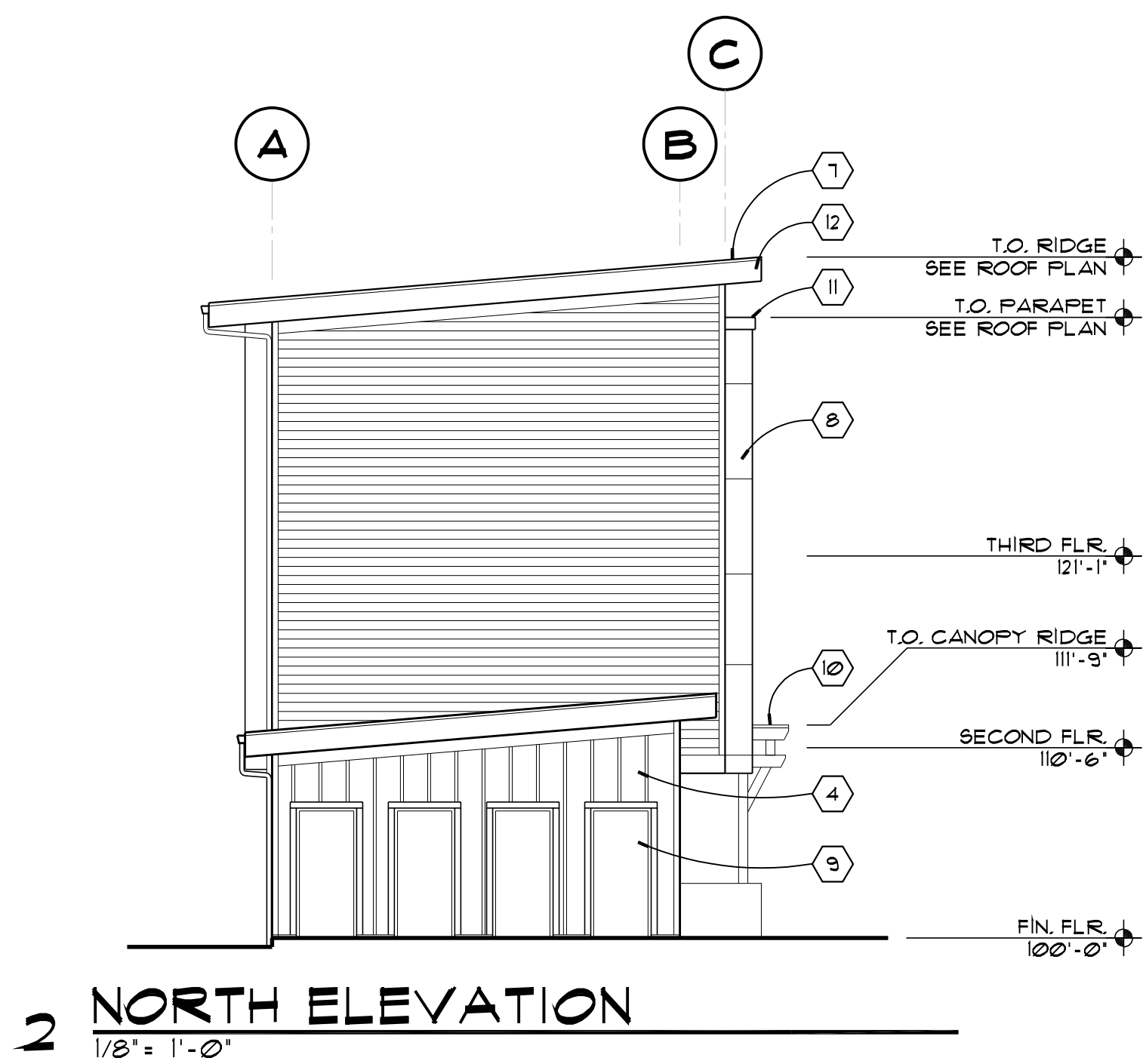
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- KEYNOTES:
- 1 VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
 - 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 3 PRE-FINISHED WOOD LOOK (FC3-1) FIBER CEMENT SIDING
 - 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 5 PRE-FINISHED (P-4) METAL GUTTER
 - 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
 - 7 SINGLE-PLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
 - 9 F.G. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
 - 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE-PLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 11 PAINTED (P-3) MTL. COPING
 - 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
 - 13 PRE-FINISHED (P-4) MTL. COPING
 - 14 PRE-CAST CONC. STAIRS
 - 15 PAINTED (P-4) GARAGE DOOR W/ PAINTED (P-4) FIBER CEMENT TRIM



MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	QUENS CORNING TRUDEFINITION DURATION	'ONYX BLACK'
FC3-1	FIBER CEMENT SIDING	NICHIHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-58 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-3 'TEXAS LEATHER'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHEAST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2111-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC SEMI-TANSFERENT STAIN	'111 'COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

- NOTES:
- ALL GLASS PANELS ARE CLEAR UNO.
 - CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

JENS POINTE APARTMENTS - BUILDING 'E'

13679 NE 136th AVE. VANCOUVER WA 98684
MAJ DEVELOPMENT

TILAND / SCHMIDT ARCHITECTS, PC

16101 SW 12ND AVE. SUITE 135
PORTLAND, OR 97224
(503) 220-8517
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PROJECT NO.
2021-165

DATE :
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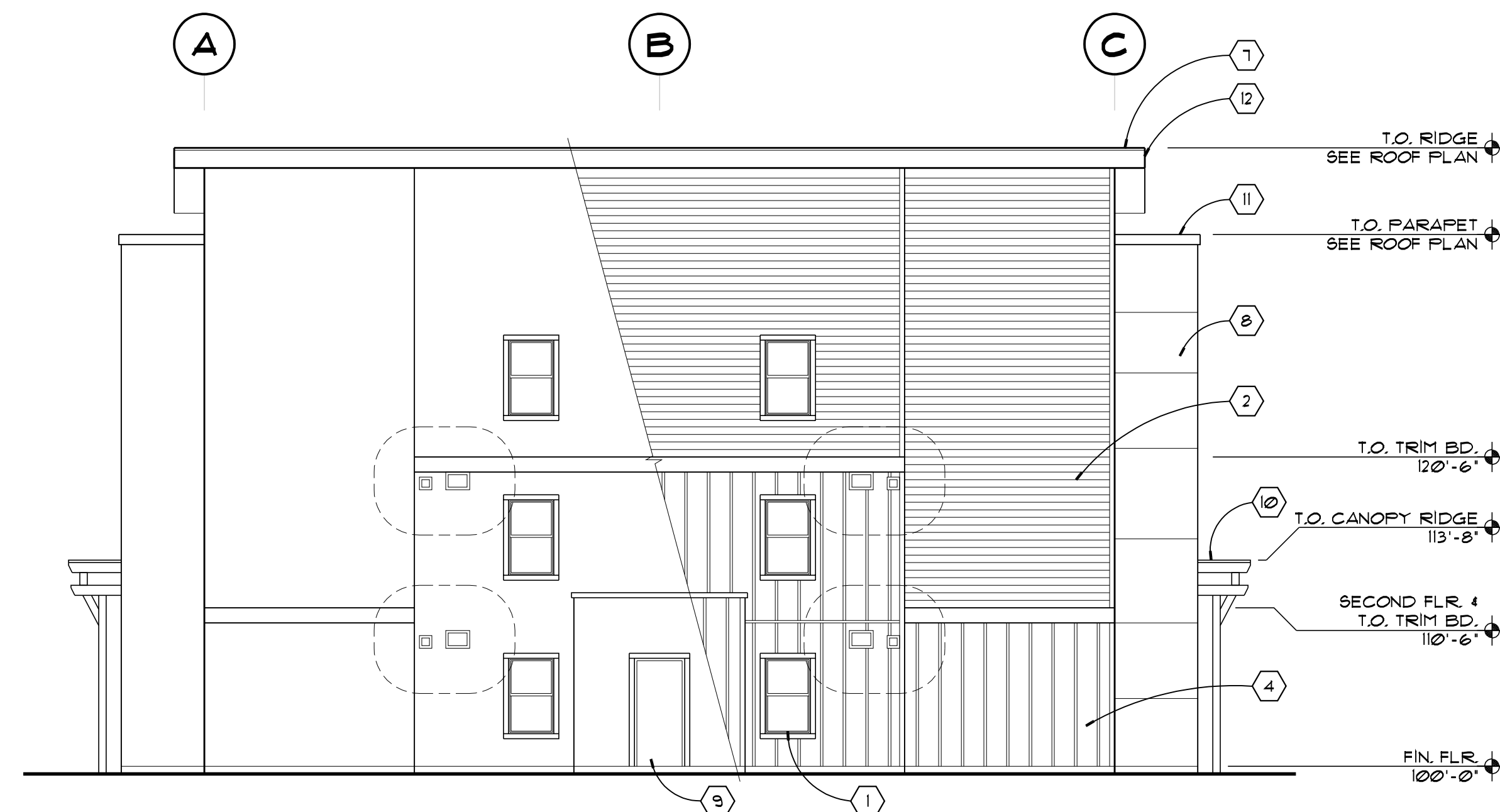
SOUTH ELEVATION

NORTH ELEVATION

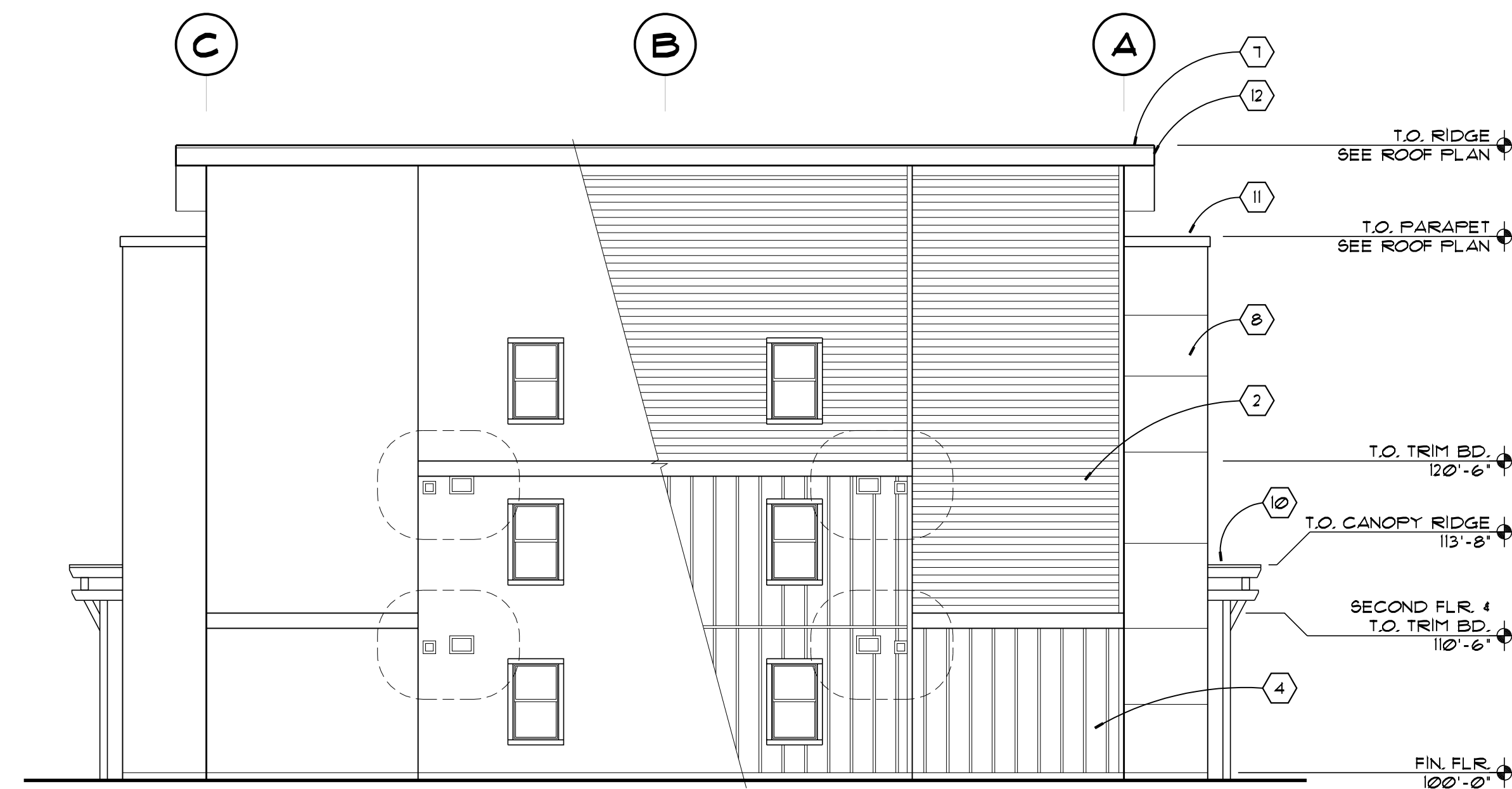
4 WEST ELEVATION



SOUTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"



4 NORTH ELEVATION
1/8" = 1'-0"

KEYNOTES:

- 1 VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
- 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
- 3 PRE-FINISHED WOOD LOOK (FC9-1) FIBER CEMENT SIDING
- 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
- 5 PRE-FINISHED (P-4) METAL GUTTER
- 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
- 7 SINGLE FLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
- 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
- 9 F.G. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
- 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE FLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
- 11 PAINTED (P-3) MTL. COPING
- 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
- 13 PRE-FINISHED (P-4) MTL. COPING
- 14 PRE-CAST CONC. STAIRS

MATERIALS / COLOR LEGEND

MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	OWENS CORNING, TRUDEFINITION DURATION	'ONYX BLACK'
FC9-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-98 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-3 'TEXAS LEATHER'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHWEST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2117-10 'CARBON COPY'
RF-1	SINGLE-FLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC, SEMI-TRANSPARENT STAIN	'111 'COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

- NOTES:**
1. ALL GLASS PANELS ARE CLEAR UNO.
 2. CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

TILAND / SCHMIDT ARCHITECTS, PC

16101 SW 12ND AVE. SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

JENS POINTE APARTMENTS - BUILDING 'G'

13679 NE 136th AVE. VANCOUVER WA 98684

MAJ DEVELOPMENT

PROJECT NO.
2021-165

DATE :
12-20-2021
DRAWN BY :
CY
CHECKED BY :
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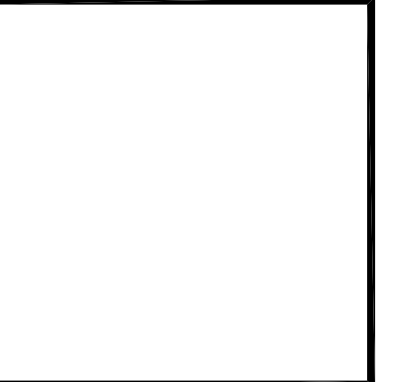
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1 SOUTH ELEVATION
1/8" = 1'-0"

- KEYNOTES:**
- VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
 - PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - PRE-FINISHED WOOD LOOK (FCS-1) FIBER CEMENT SIDING
 - PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - PRE-FINISHED (P-4) METAL GUTTER
 - PRE-FINISHED (P-4) METAL DOWNSPOUT
 - SINGLE-PLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
 - FG. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
 - STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE-PLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - PAINTED (P-3) MTL. COPING
 - PAINTED (P-4) FIBER CEMENT FASCIA BOARD
 - PRE-FINISHED (P-4) MTL. COPING
 - PRE-CAST CONC. STAIRS

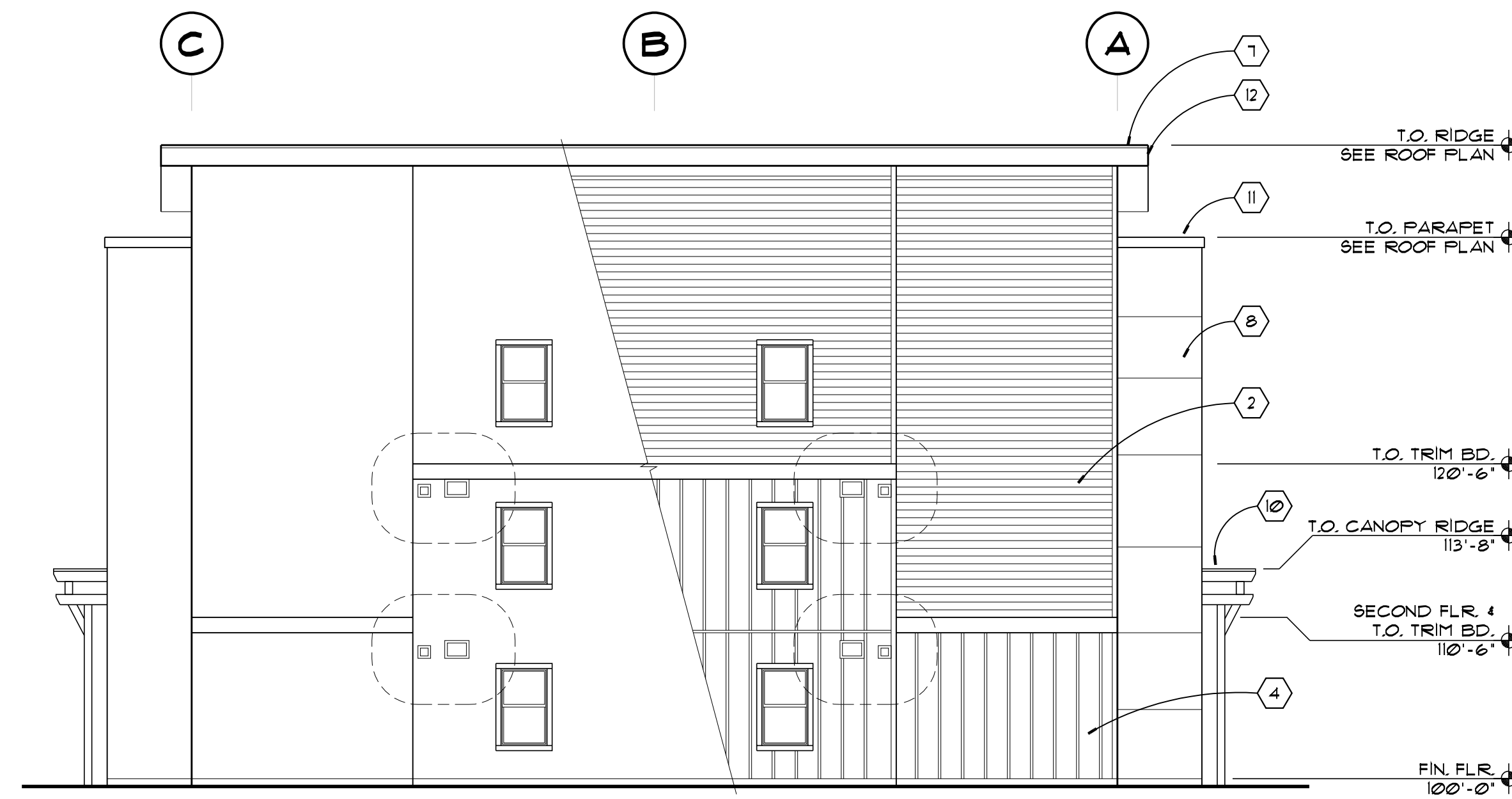


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16101 SW 12ND AVE. SUITE 135
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JENS POINTE APARTMENTS - BUILDING 'H'
13679 NE 136th AVE. VANCOUVER WA 98684
MAJ DEVELOPMENT



2 WEST ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"

MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	OWENS CORNING, TRUDEFINITION DURATION	'ONYX BLACK'
FCB-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS 'CEDAR'	VINTAGEWOOD
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-98 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-156 'VAN DEUSEN BLUE'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHWEST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2117-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC, SEMI-TRANSPARENT STAIN	111 'COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

- NOTES:**
- ALL GLASS PANELS ARE CLEAR UNO.
 - CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.



4 NORTH ELEVATION
1/8" = 1'-0"

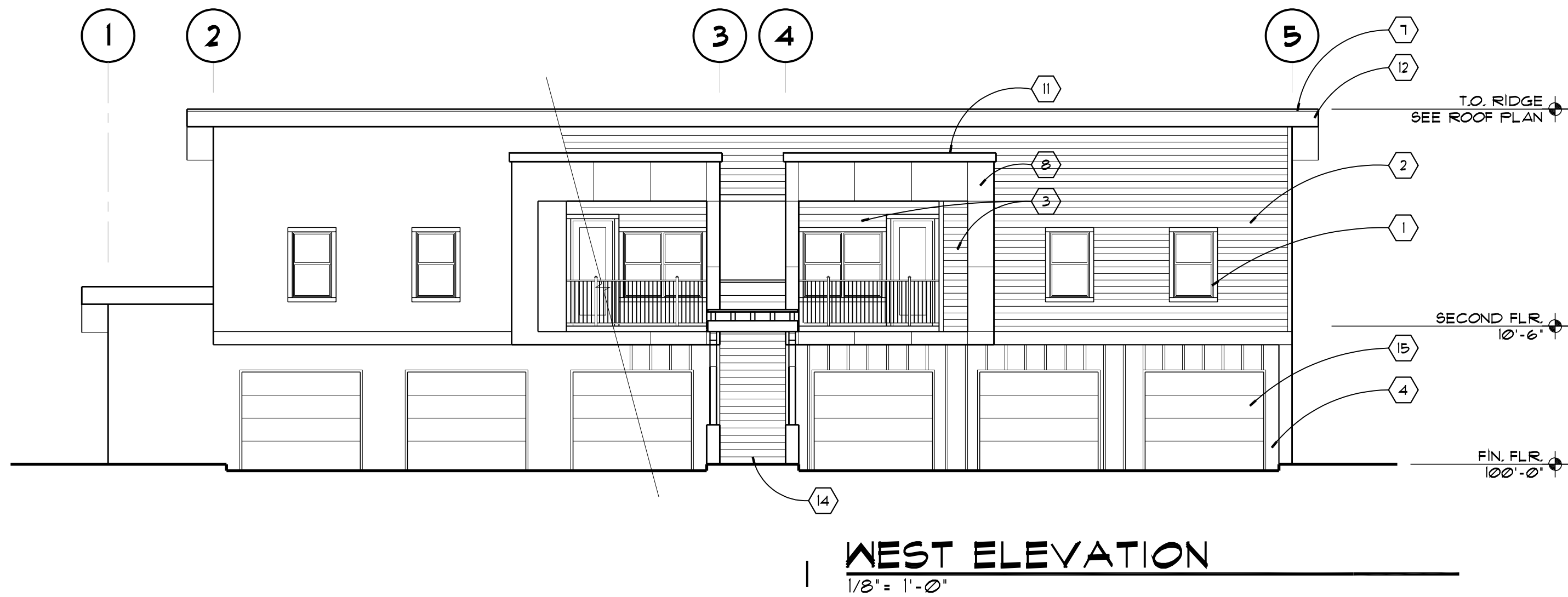
PROJECT NO.
2021-165

DATE :
12-20-2021
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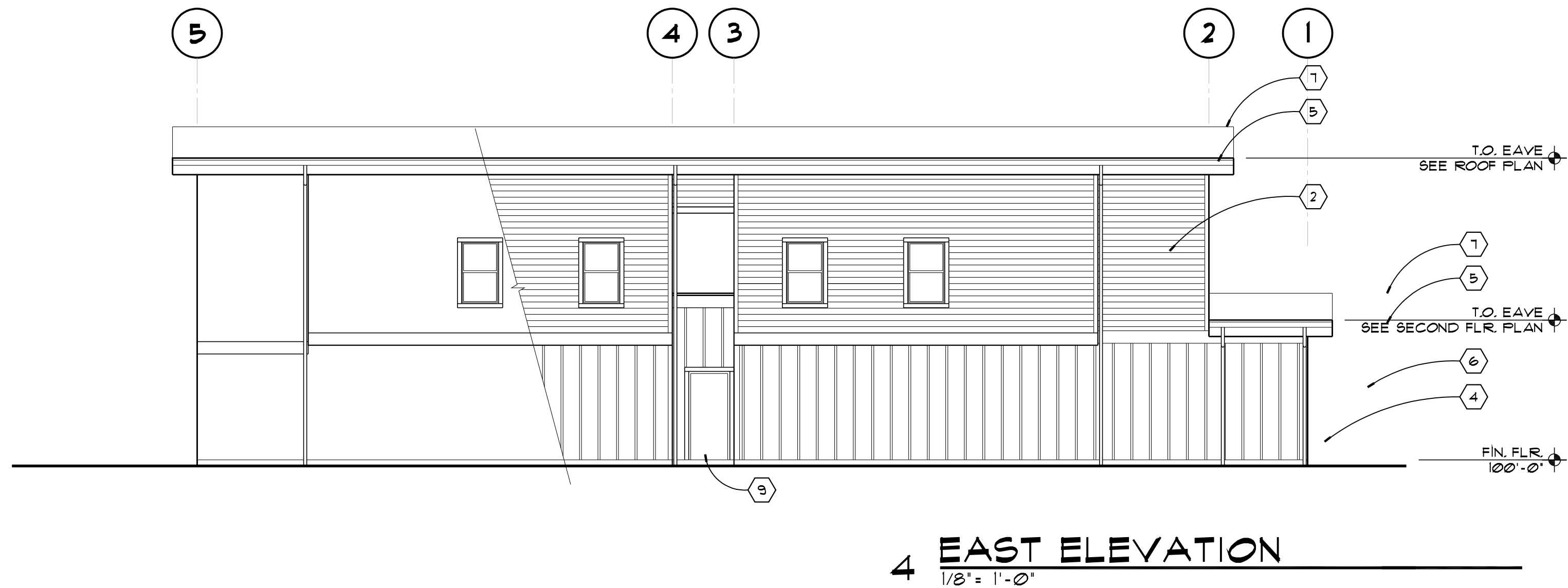
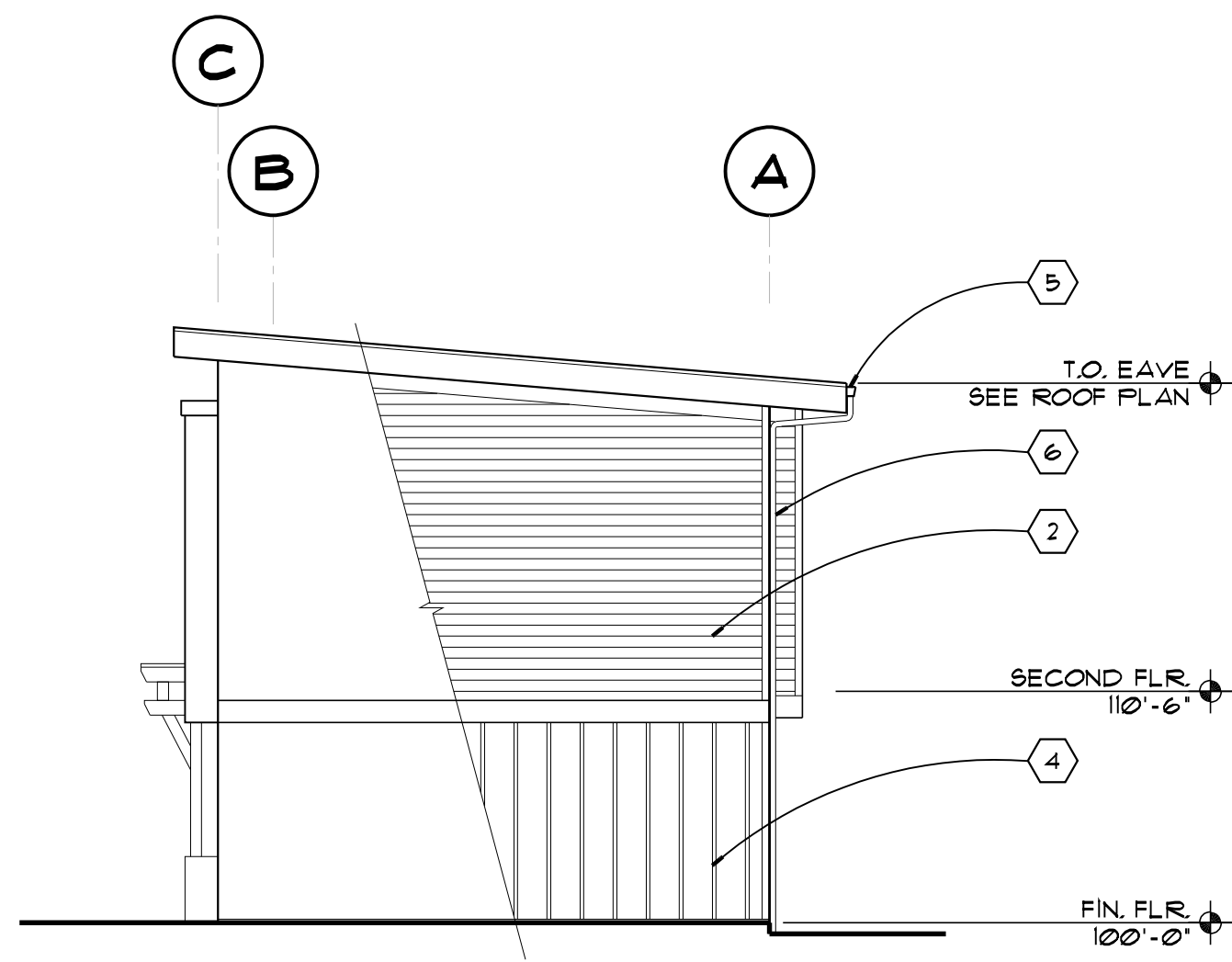
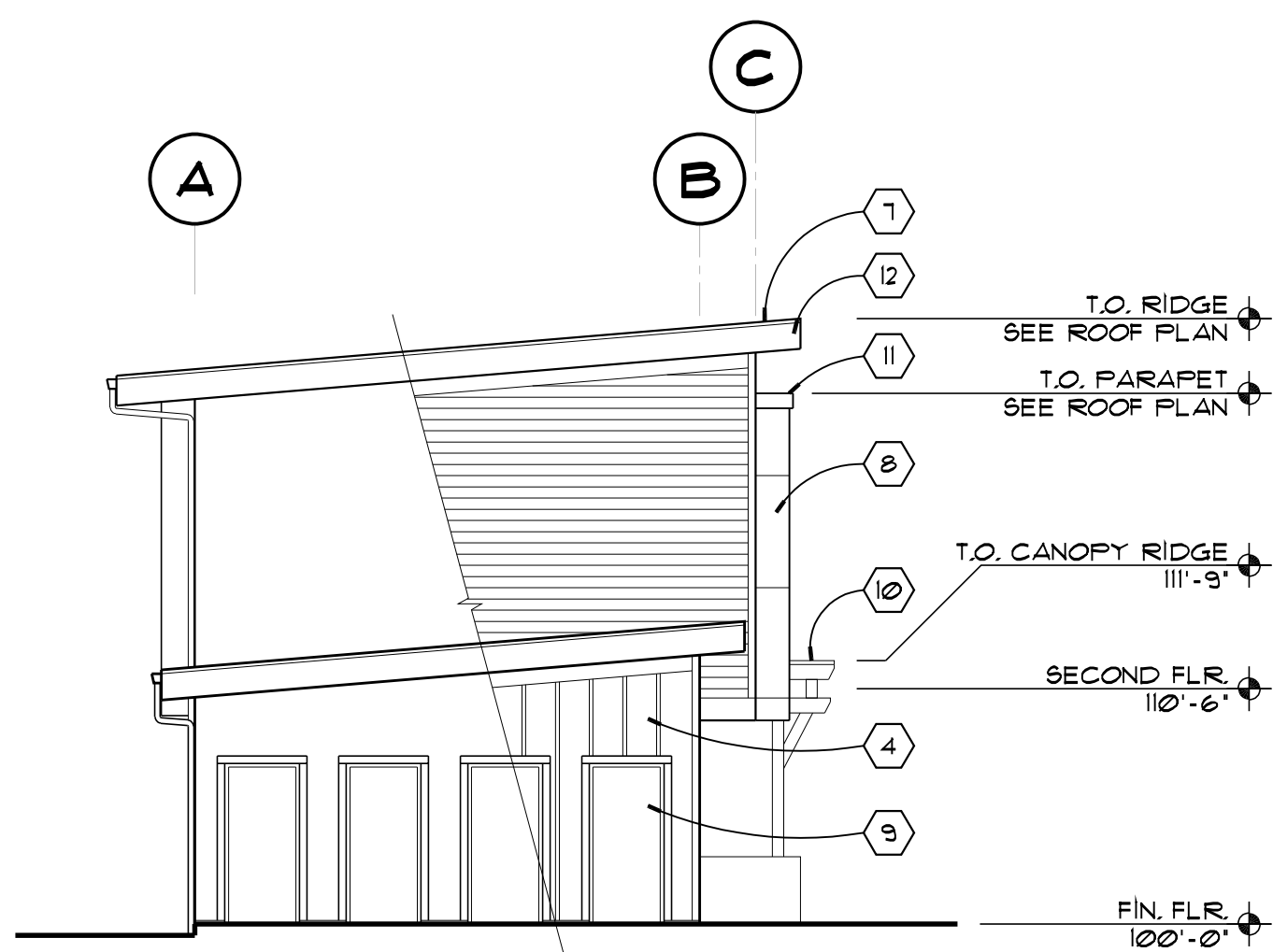
REVISIONS

2021-165-bldg H-A3.inddug

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- KEYNOTES:**
- 1 VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
 - 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 3 PRE-FINISHED WOOD LOOK (FCB-1) FIBER CEMENT SIDING
 - 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 5 PRE-FINISHED (P-4) METAL GUTTER
 - 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
 - 7 SINGLE-PLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
 - 9 F.G. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
 - 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE-PLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 11 PAINTED (P-3) MTL. COPING
 - 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
 - 13 PRE-FINISHED (P-4) MTL. COPING
 - 14 PRE-CAST CONC. STAIRS
 - 15 PAINTED (P-4) GARAGE DOOR W/ PAINTED (P-4) FIBER CEMENT TRIM



MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	QUENS CORNING TRUDEFINITION DURATION	'ONYX BLACK'
FCB-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-58 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-3 'TEXAS LEATHER'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHEAST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2111-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC SEMI-TRANSPARENT STAIN	'111 'COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

NOTES:
1. ALL GLASS PANELS ARE CLEAR UNO.
2. CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

TILAND / SCHMIDT ARCHITECTS, PC

16101 SW 12ND AVE. SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

JENS POINTE APARTMENTS - BUILDING 'I'
13679 NE 136th AVE. VANCOUVER WA 98684
MAJ DEVELOPMENT

PROJECT NO.
2021-165

DATE :
12-20-2021
DRAWN BY :
CY
CHECKED BY :
FMS

REVISIONS

2021-165-bldg 1-A31.dwg

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- KEYNOTES:**
- 1 VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
 - 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 3 PRE-FINISHED WOOD LOOK (FC3-1) FIBER CEMENT SIDING
 - 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 5 PRE-FINISHED (P-4) METAL GUTTER
 - 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
 - 7 SINGLE-PLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
 - 9 E.G. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
 - 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE-PLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 11 PAINTED (P-3) MTL. COPING
 - 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
 - 13 PRE-FINISHED (P-4) MTL. COPING
 - 14 PRE-CAST CONC. STAIRS
 - 15 ALUM. STOREFRONT SYSTEM W/ CLR. GLASS

JENS POINTE APARTMENTS - BUILDING 'J'
 13679 NE 136th AVE. VANCOUVER WA 98684
 MAJ DEVELOPMENT

TILAND / SCHMIDT ARCHITECTS, P.C.

16101 SW 12ND AVE. SUITE 135
 PORTLAND, OR 97224
 (503) 220-8517
 FAX (503) 220-8518



MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	QUENS CORNING, TRUDEFINITION DURATION	'ONYX BLACK'
FC3-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-98 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-156 'VAN DEUSEN BLUE'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHWEST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2117-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC, SEMI-TRANSPARENT STAIN	'111 'COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL, PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

- NOTES:**
- ALL GLASS PANELS ARE CLEAR UNO.
 - CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

PROJECT NO.

2021-165

DATE :
 12-20-2021
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REVISIONS

2021-165-bldg J-A31j.dwg

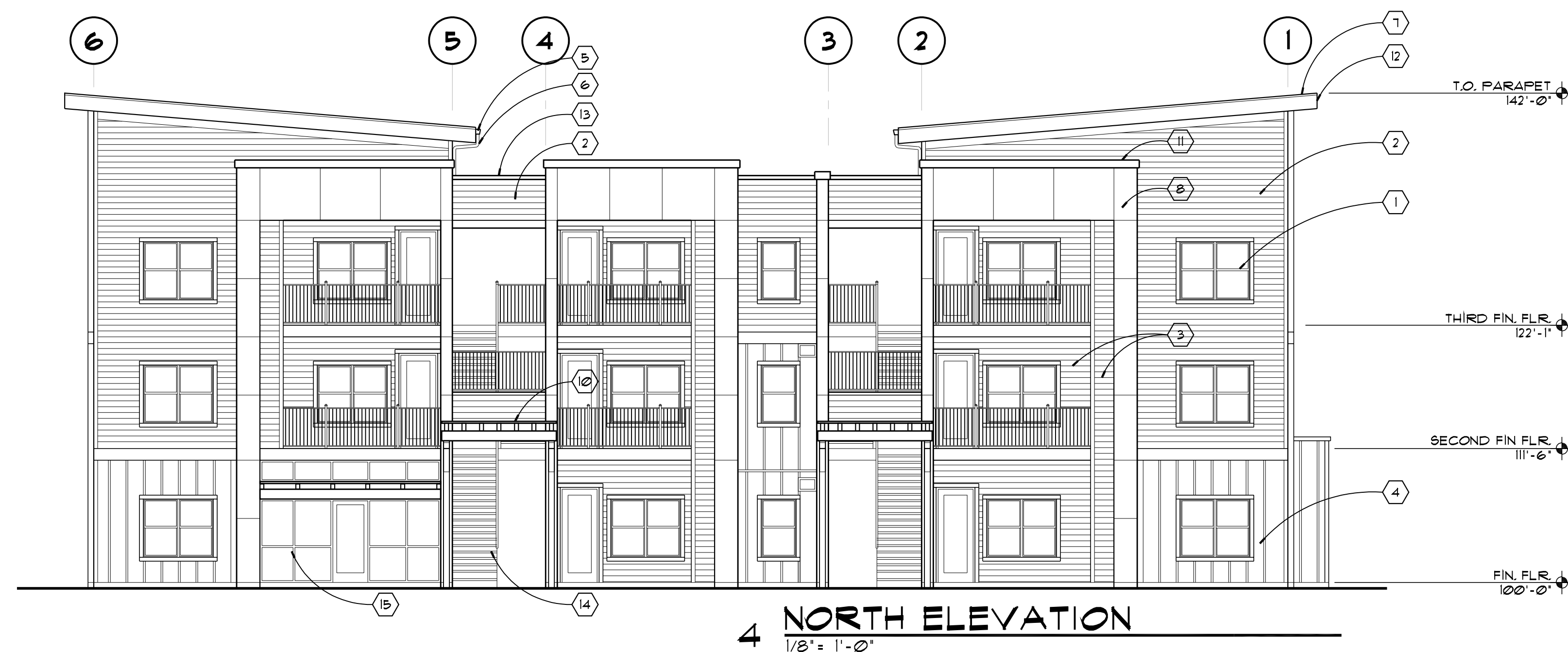
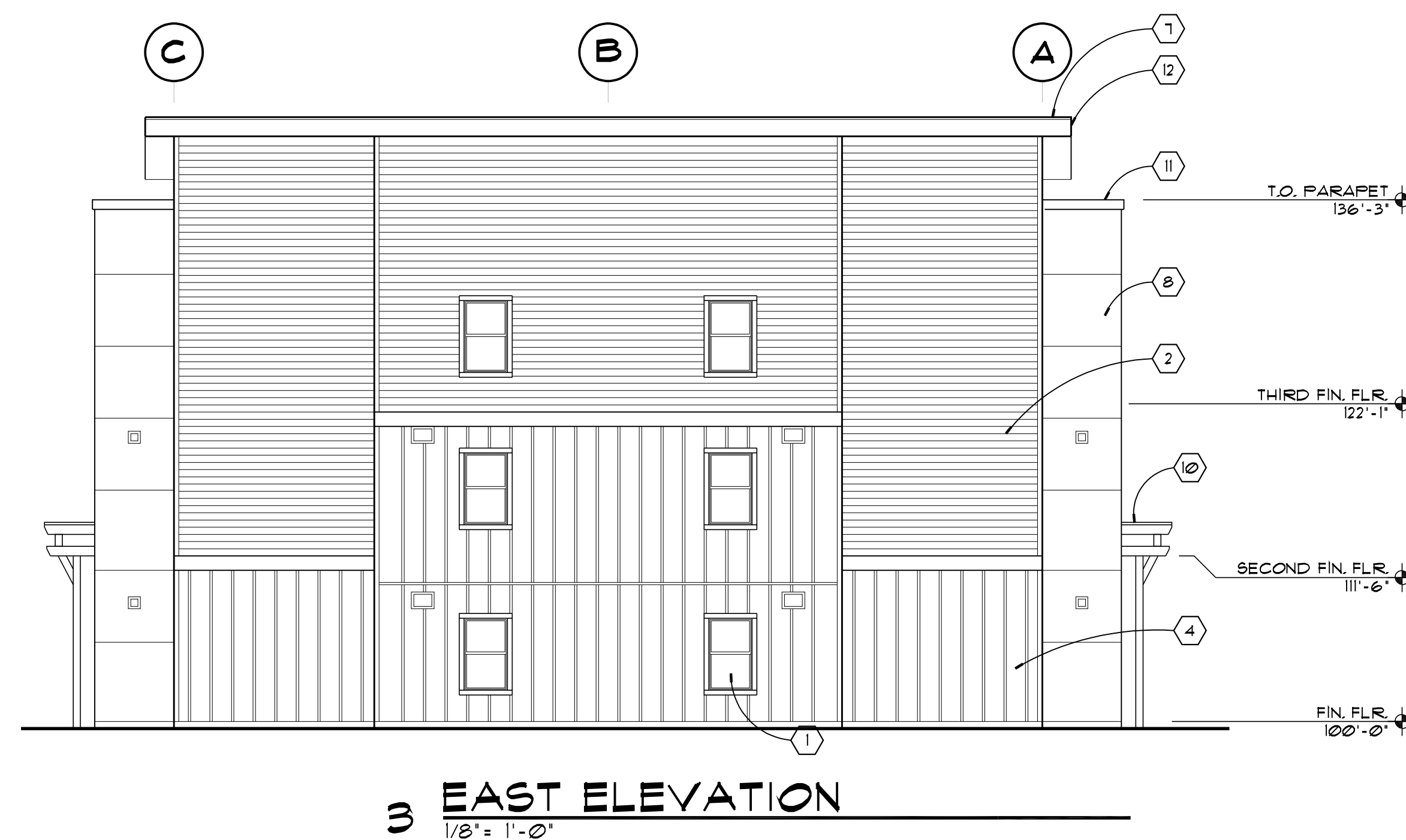
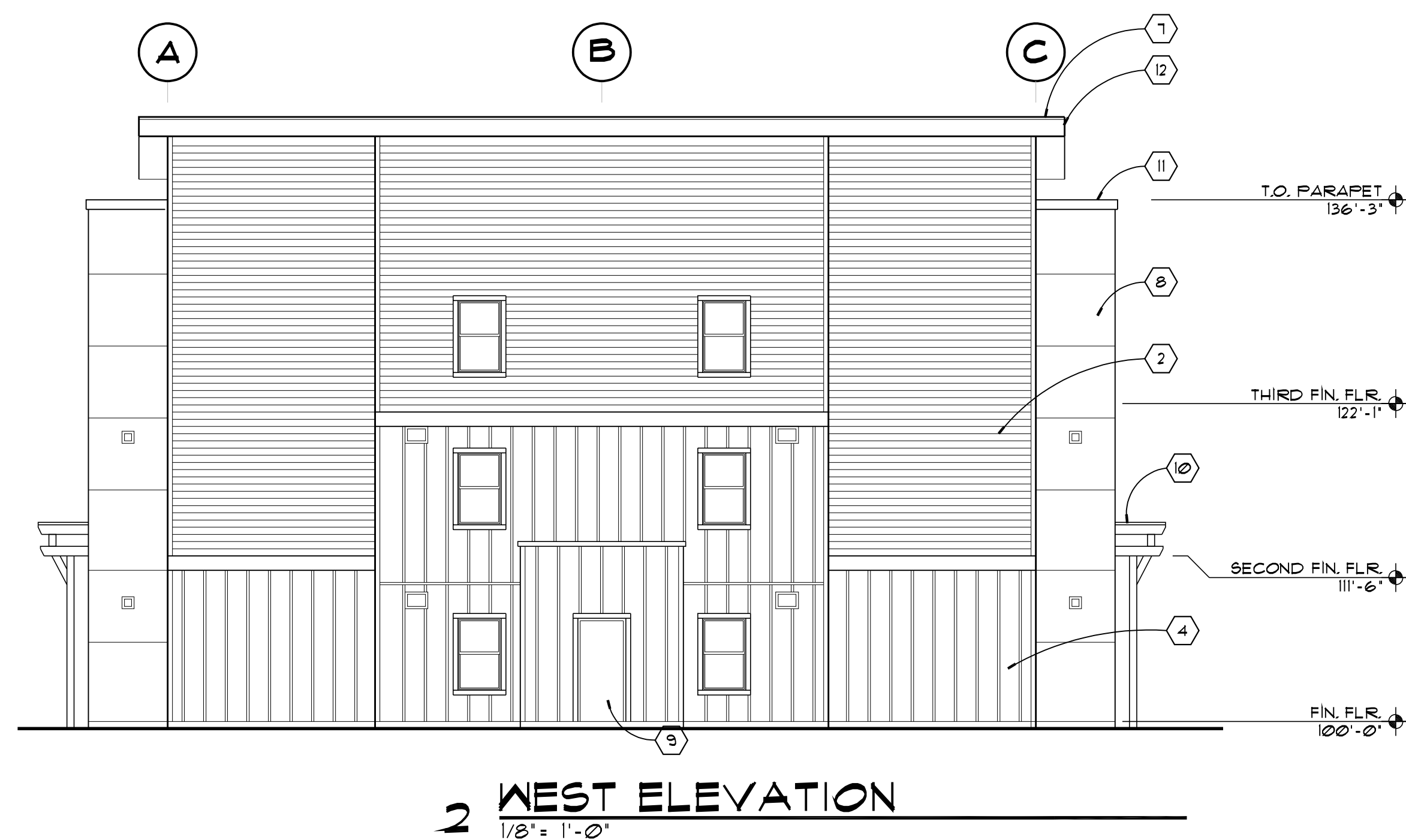
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KEYNOTES:

- 1 VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
- 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
- 3 PRE-FINISHED WOOD LOOK (FC5-1) FIBER CEMENT SIDING
- 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
- 5 PRE-FINISHED (P-4) METAL GUTTER
- 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
- 7 SINGLE FLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
- 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
- 9 E.G. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
- 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE FLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
- 11 PAINTED (P-3) MTL. COPING
- 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
- 13 PRE-FINISHED (P-4) MTL. COPING
- 14 PRE-CAST CONC. STAIRS
- 15 ALUM. STOREFRONT SYSTEM W/ CLR. GLASS



MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	QUENS CORNING, TRUDEFINITION DURATION	'ONYX BLACK'
FC5-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-98 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-3 'TEXAS LEATHER'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHWEST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2117-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC, SEMI-TRANSPARENT STAIN	'111 'COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL, PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

NOTES:

1. ALL GLASS PANELS ARE CLEAR UNO.
2. CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

JENS POINTE APARTMENTS - BUILDING 'K'

13679 NE 136th AVE. VANCOUVER WA 98684

MAJ DEVELOPMENT



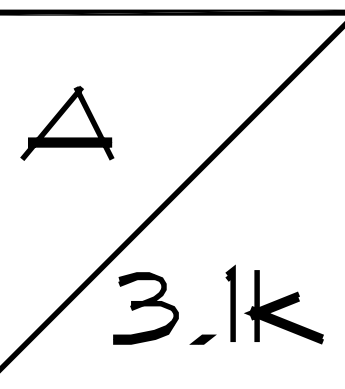
16101 SW 12ND AVE. SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

PROJECT NO.
2021-165

DATE :
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REVISIONS

2021-165-bldg K-A3.kadug



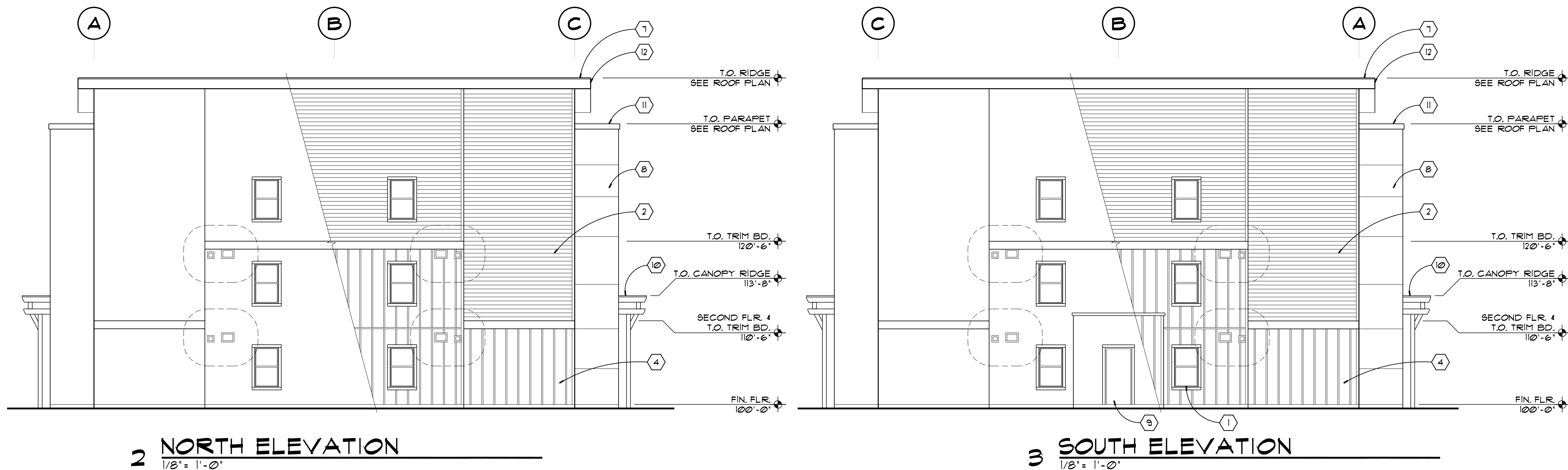


- KEYNOTES:
- 1 VINYL-INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
 - 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 3 PRE-FINISHED WOOD LOOK (FC5-1) FIBER CEMENT SIDING
 - 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 5 PRE-FINISHED (P-4) METAL GUTTER
 - 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
 - 7 SINGLE-PLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
 - 9 E.G. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
 - 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE-PLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
 - 11 PAINTED (P-3) MTL. COPING
 - 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
 - 13 PRE-FINISHED (P-4) MTL. COPING
 - 14 PRE-CAST CONC. STAIRS

JENS POINTE APARTMENTS - BUILDING 'L'

TILAND / SCHMIDT ARCHITECTS, P.C.
16101 SW 12ND AVE. SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

13679 NE 136th AVE. VANCOUVER WA 98684
MAJ DEVELOPMENT



3 SOUTH ELEVATION
1/8" = 1'-0"



MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	QUENS CORNING TRUDEFINITION DURATION	'ONYX BLACK'
FC5-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-58 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-156 'VAN DEUSEN BLUE'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHWEST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	211-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC SEMI-TRANSPARENT STAIN	'III COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

NOTES:
1. ALL GLASS PANELS ARE CLEAR UNO.
2. CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

PROJECT NO.	
2021-165	
DATE :	12-20-2021
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REVISIONS	
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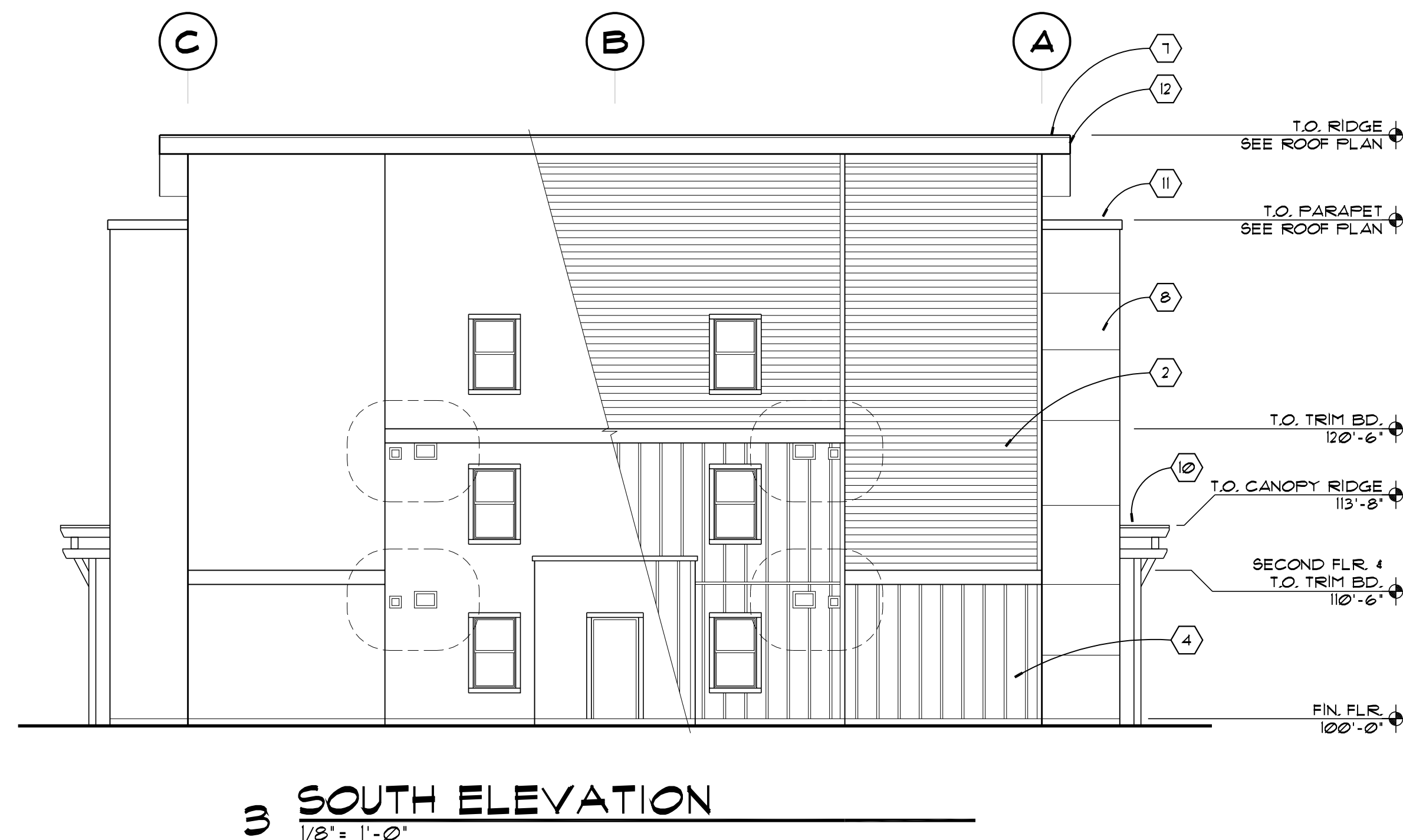
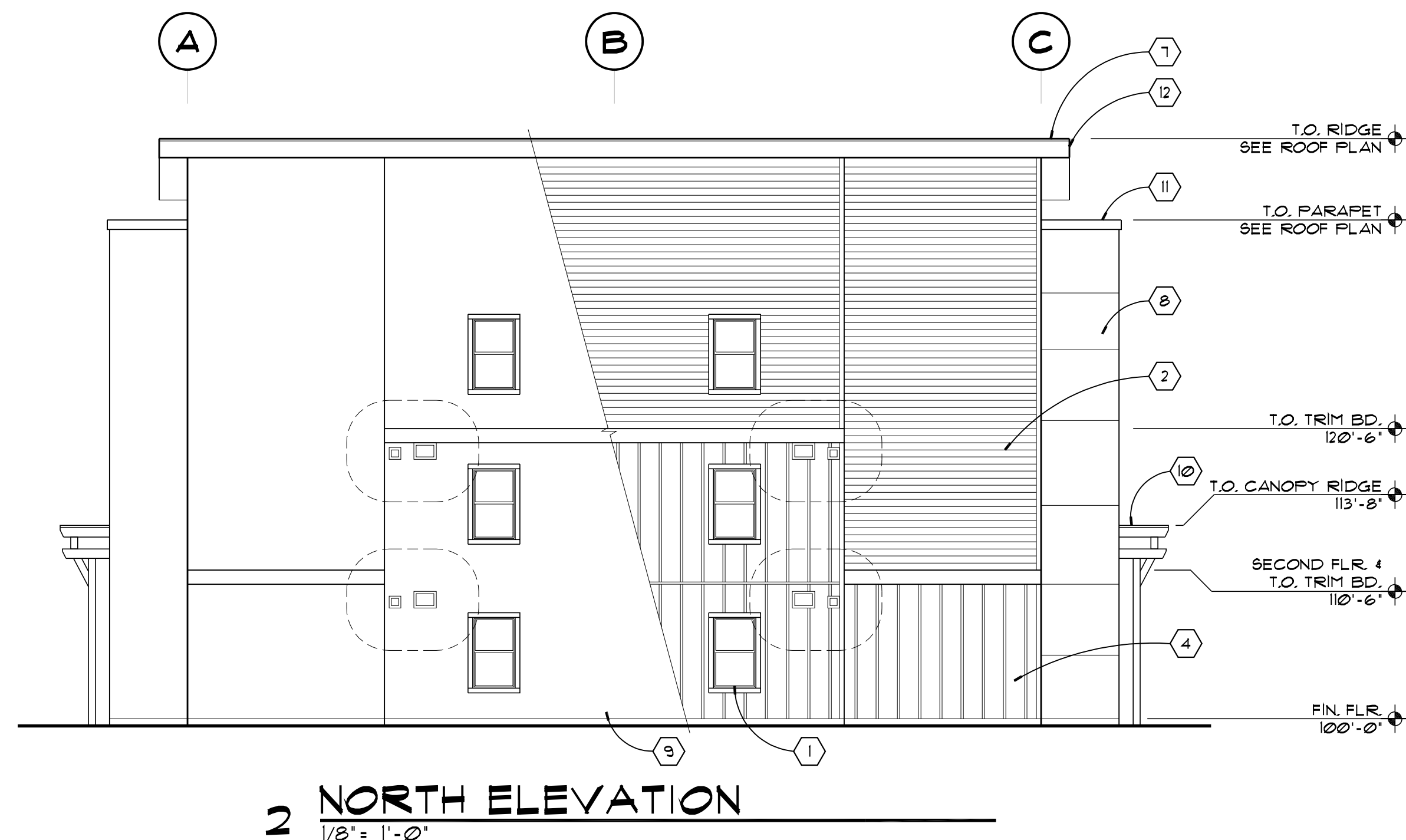
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- KEYNOTES:**
- 1 VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
 - 2 PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 3 PRE-FINISHED WOOD LOOK (FC9-1) FIBER CEMENT SIDING
 - 4 PAINTED (P-2) FIBER CEMENT PANEL BOARD 4 BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
 - 5 PRE-FINISHED (P-4) METAL GUTTER
 - 6 PRE-FINISHED (P-4) METAL DOWNSPOUT
 - 7 SINGLE FLY (RF-1) TPO ROOFING 4 PRE-FINISHED BLACK EDGE FLASHING
 - 8 PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
 - 9 F.G. DOOR 4 FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4), AROUND PERIMETER
 - 10 STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE FLY TPO ROOFING 4 PRE-FINISHED BLACK EDGE FLASHING
 - 11 PAINTED (P-3) MTL. COPING
 - 12 PAINTED (P-4) FIBER CEMENT FASCIA BOARD
 - 13 PRE-FINISHED (P-4) MTL. COPING
 - 14 PRE-CAST CONC. STAIRS

JENS POINTE APARTMENTS - BUILDING 'M'
 13679 NE 136th AVE. VANCOUVER WA 98684
 MAJ DEVELOPMENT

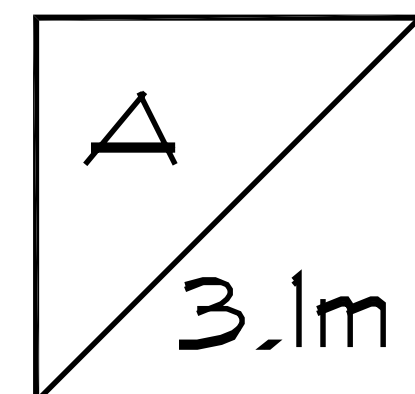
TILAND / SCHMIDT ARCHITECTS, PC
 16101 SW 12ND AVE. SUITE 135
 PORTLAND, OR 97224
 (503) 220-8517
 FAX (503) 220-8518

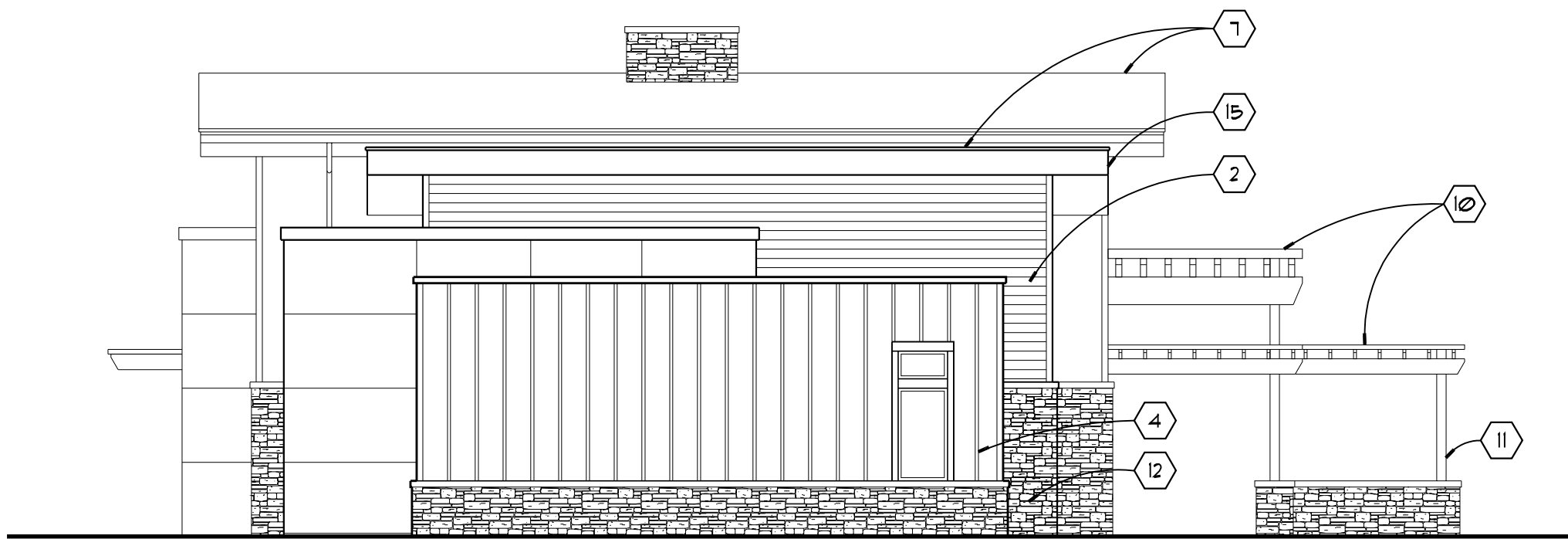


MATERIALS / COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	OWENS CORNING, TRUDEFINITION DURATION	'ONYX BLACK'
FC9-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD 'CEDAR'
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-98 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-3 'TEXAS LEATHER'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHWEST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2117-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC, SEMI-TRANSPARENT STAIN	'111 'COFFEE''
SV-1	MANUFACTURED STONE VENEER	BORAL PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

- NOTES:**
- ALL GLASS PANELS ARE CLEAR UNO.
 - CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

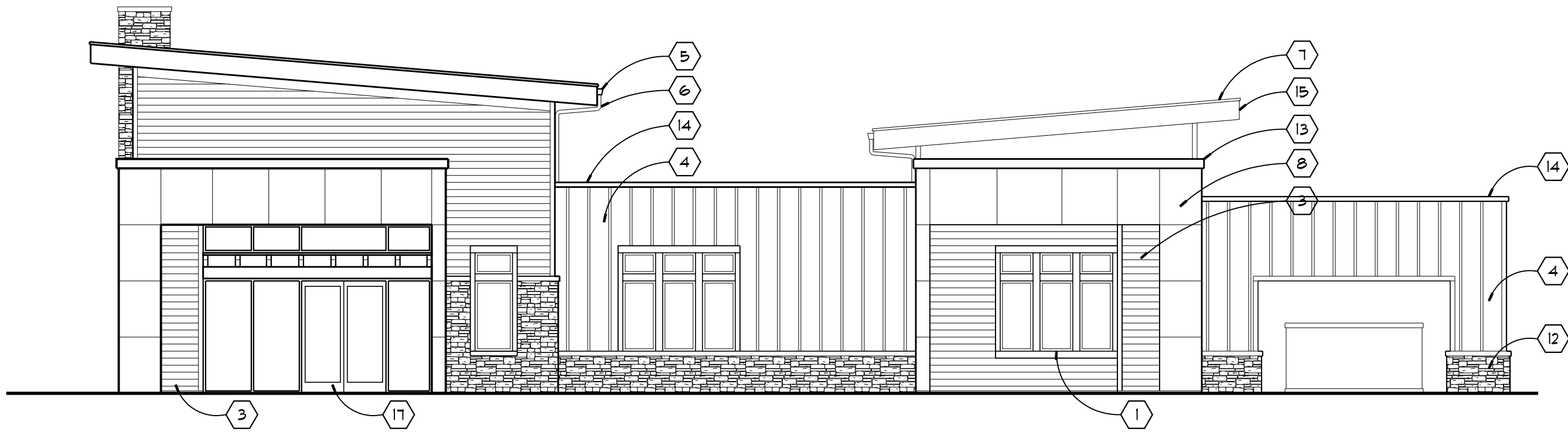
PROJECT NO.
2021-165
DATE :
12-20-2021
DRAWN BY :
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REVISIONS
2021-165-bldg M-A3.mxd





SOUTH ELEVATION

1/8" = 1'-0"



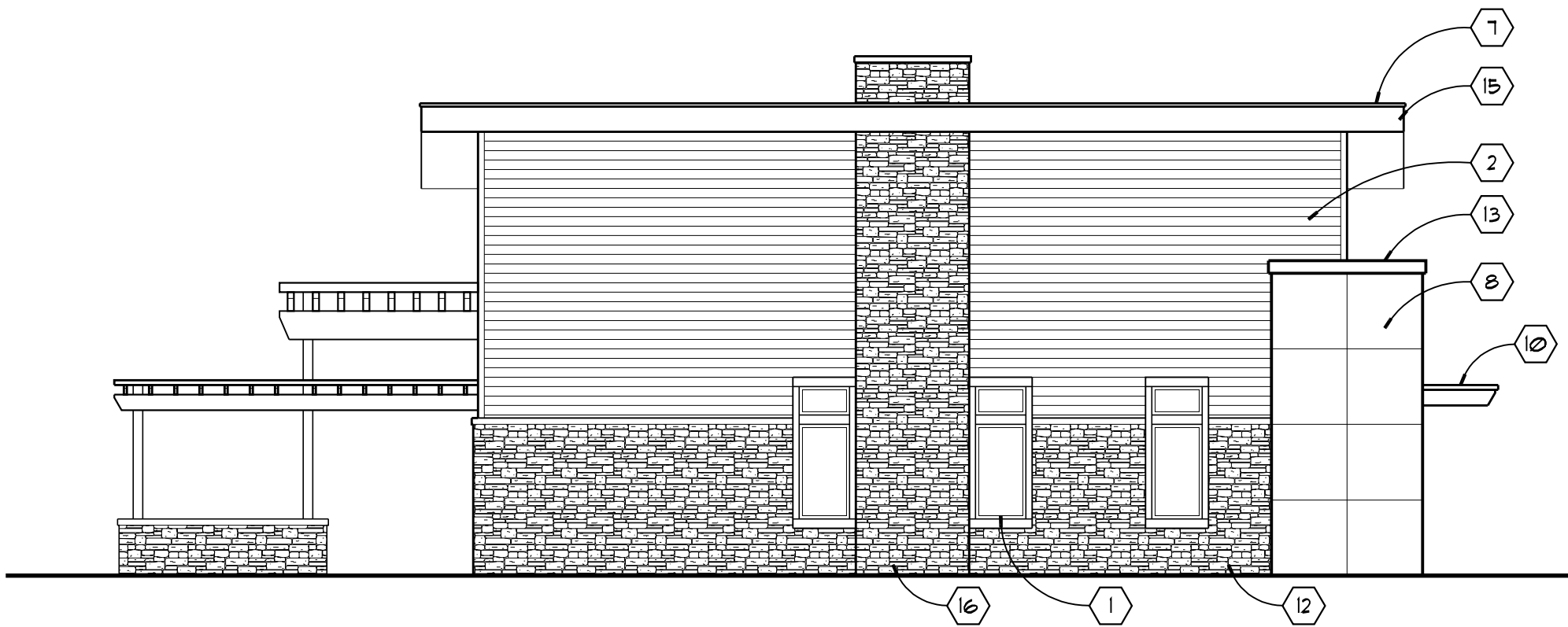
WEST ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"

KEYNOTES:

- VINYL INSULATED WINDOWS W/ FIBER CEMENT TRIM PAINTED TO MATCH (P-4)
- PAINTED (P-1) FIBER CEMENT LAP SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
- PRE-FINISHED WOOD LOOK (FC5-1) FIBER CEMENT SIDING
- PAINTED (P-2) FIBER CEMENT PANEL BOARD & BATTENS SIDING W/ PAINTED (P-4) FIBER CEMENT TRIM
- PRE-FINISHED (P-4) METAL GUTTER
- PRE-FINISHED (P-4) METAL DOWNSPOUT
- SINGLE-PLY (RF-1) TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
- PAINTED (P-3) FIBER CEMENT REVEAL PANEL SIDING W/ RECESS TRIM
- FG. DOOR & FRAME PAINTED TO MATCH (P-4) W/ 4" FIBER CEMENT TRIM PAINTED TO MATCH (P-4) AROUND PERIMETER
- STAINED (S-1) WD. CANOPY W/ (RF-1) SINGLE-PLY TPO ROOFING & PRE-FINISHED BLACK EDGE FLASHING
- STAINED (S-1) WD. COLUMN & (SV-1) MANU. STONE VENEER BASE
- (SV-1) MANU. STONE VENEER BASE W/ PRE-CAST CONC. BILL
- PAINTED (P-3) MTL. COPING
- PRE-FINISHED BLACK MTL. COPING
- PAINTED (P-4) FIBER CEMENT FASCIA BOARD
- (SV-1) MANU. STONE VENEER CHIMNEY W/ PRE-CAST CONC. CAP
- ALUM. STOREFRONT SYSTEM W/ CLR. GLASS
- ALUM. STOREFRONT SYSTEM W/ CLR. GLASS & PAINTED (P-4) FIBER CEMENT TRIM

MATERIALS / COLOR LEGEND

MARK	MATERIAL	MANUFACTURER / MAKE	COLOR/ NOTES
AS-1	ASPHALT SHINGLE	OWENS CORNING, TRUDEFINITION DURATION	'ONYX BLACK'
FC5-1	FIBER CEMENT SIDING	NICHHA, ARCHITECTURAL WALL PANELS	VINTAGEWOOD CEDAR
P-1	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-98 'PROVIDENCE OLIVE'
P-2	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	HC-156 'VAN DEUSEN BLUE'
P-3	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	AC-21 'GALVESTON GRAY'
P-4	PRE-FINISHED METAL	GREAT NORTHWEST GUTTERS	'RAFFIA BEIGE'
P-5	PAINT	BENJAMIN MOORE, EXTERIOR PAINT	2117-10 'CARBON COPY'
RF-1	SINGLE-PLY ROOFING	CARLISLE TPO COLOR	'GRAY'
S-1	STAIN	OLYMPIC, SEMI-TRANSPARENT STAIN	'111 'COFFEE'
SV-1	MANUFACTURED STONE VENEER	BORAL, PRO-FIT ALPINE LEDGESTONE	'BLACK RUNDLE'

NOTES:

- ALL GLASS PANELS ARE CLEAR UNO.
- CONFIRM ALL COLORS WITH ARCHITECT PRIOR TO INSTALLATION.

TILAND / SCHMIDT ARCHITECTS, P.C.

16101 SW 12ND AVE. SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

JENS POINTE APARTMENTS - COMMUNITY BUILDING

13679 NE 136th AVE. VANCOUVER WA 98684

MAJ DEVELOPMENT

PROJECT NO.

2021-165

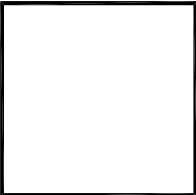
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TILAND /
SCHMIDT
ARCHITECTS, P.C.
16101 SW 12ND STREET
SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

JENS POINTE APARTMENTS
NE 136TH AVE. & NE 4TH ST., VANCOUVER, WA 98684
MAJ DEVELOPMENT



TOTAL WIDTH OF INTEREST
CREATING FEATURES 98'-4" (78.3%)
TOTAL STREET FRONT
ELEVATION WIDTH 125'-6"

TOTAL AREA (9' ABOVE GRADE)
OF INTEREST CREATING FEATURES 884.7 SF (78.3%)
TOTAL STREET FRONT (9' ABOVE
GRADE) ELEVATION AREA 1,130.4 SF

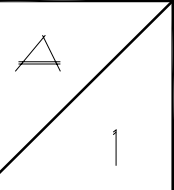
BUILDING 'A' & 'L'
STREET ELEV. CALCULATIONS

PROJECT NO.
2021-165

DATE :
11-05-2021
DRAWN BY :
CY
CHECKED BY :
FMS

REVISIONS

bldg Advg





JENS POINTE APARTMENTS
NE 136TH AVE. & NE 4TH ST. VANCOUVER, WA 98684
MAJ DEVELOPMENT



TOTAL WIDTH OF INTEREST
CREATING FEATURES 116'-6" (75.9%)

TOTAL STREET FRONT
ELEVATION WIDTH 153'-6"

TOTAL AREA (9' ABOVE GRADE)
OF INTEREST CREATING FEATURES 1,048.5 SF (75.9%)

TOTAL STREET FRONT (9' ABOVE GRADE) ELEVATION AREA 1,381.5 SF

BUILDING 'F' 'M'

STREET ELEV. CALCULATIONS

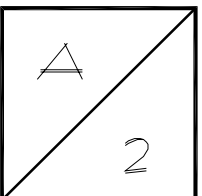
PROJECT NO.
2021-165

DATE :
11-05-2021

DRAWN BY :
CT

CHECKED BY :
FMS

REVISIONS





JENS POINTE APARTMENTS
NE 136TH AVE. & NE 4TH ST. VANCOUVER, WA 98684
MAJ DEVELOPMENT

PROJECT NO.
2021-165

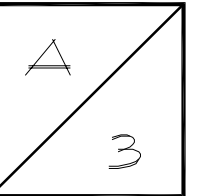
DATE :
11-05-2021

DRAWN BY :
CY

CHECKED BY :
FMS

REVISIONS

bigg & bigg



TOTAL WIDTH OF INTEREST CREATING FEATURES	80'-10" (78.9%)	TOTAL AREA (9' ABOVE GRADE) OF INTEREST CREATING FEATURES	121.5 SF (78.9%)
TOTAL STREET FRONT ELEVATION WIDTH	102'-5"	TOTAL STREET FRONT (9' ABOVE GRADE) ELEVATION AREA	921.8 SF

BUILDING ~~G~~ 'J' & 'K' STREET ELEV. CALCULATIONS





P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

February 18, 2022

**Notice of Application, Remote Public Hearing, and
Optional SEPA Determination of Nonsignificance
Jens Pointe Mixed Use
PRJ-167483/LUP-82098**

Request: Mixed Use development including 240 multi-family units with two live-work units; 1,850 square feet of retail/office space, parking and infrastructural improvements.

Application was submitted Jan. 7, 2022, and deemed fully complete Feb. 10, 2022.

Location: Parcels 986036103, 986036105, 986036104, and 986036102; the site is on the east side of NE 136th Ave and the south side of NE 4th St. (SE corner of NE 136th Ave. and NE 4th Street). Located in the SW Quarter, Section 26, Township 2N, Range 2E of the Willamette Meridian

Contact: Mike Odren – Olson Engineering, Inc., 222 E Evergreen Blvd., Vancouver WA 98660

Applicant: Mike Jenkins – MAJ Pointe, LLC, 300 W 15th Street Ste 200, Vancouver WA 98660

Property Owner: MAJ Pointe LLC ETAL & JP North LLC, 300 W 15th St. Ste 200, Vancouver WA 98660

Remote Public Hearing Scheduled Land Use Hearing conducted by the Hearing Examiner
Tuesday, May 17, 2022, 6 p.m.

To avoid the spread of COVID-19, and to meet the Governor's orders, City of Vancouver will hold a virtual hearing. Interested parties can participate in the virtual hearing by emailing the project manager at patti.mcellrath@cityofvancouver.us. **Due to remote work conditions, e-mail is strongly preferred.**

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 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 electronically before 4 p.m., March 21, 2022, will be incorporated into the staff report; comments received electronically after that date will be presented at the hearing.

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 Development Department within 14 calendar days after the hearing examiner's decision. 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 e-mail request. Please include any one of the project numbers listed.

Case Manager: Patti McEllrath, Senior Planner
E-mail: patti.mcellrath@cityofvancouver.us



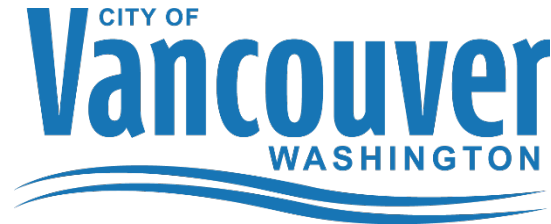
Patti McEllrath

Feb. 18, 2022

Date

Coverage of this hearing is being cablecast live on Clark/Vancouver Television Channel 23, Comcast Cable Television System.





P.O. Box 1995 • Vancouver, WA 98668-1995

www.cityofvancouver.us

March 22, 2022

**Notice of Final Determination of Nonsignificance (DNS)
Jens Pointe Mixed Use
PRJ-167483/LUP-82098**

The city issued a determination of nonsignificance for this project Feb. 18, 2022; this determination is retained.

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: Mixed Use development including 240 multi-family units with two live-work units; 1,850 square feet of retail/office space, parking and infrastructural improvements.

Location: Parcels 986036103, 986036105, 986036104, and 986036102; the site is on the east side of NE 136th Ave and the south side of NE 4th St. (SE corner of NE 136th Ave. and NE 4th Street). Located in the SW Quarter, Section 26, Township 2N, Range 2E of the Willamette Meridian

Property Owner/

Applicant: MAJ Pointe LLC ETAL & JP North LLC, 300 W 15th St. Ste 200, Vancouver WA 98660

Requests to appeal this decision must be made in writing within 14 calendar days after the date the decision is mailed. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).

All appeals, along with the required fee, must be received by 4 p.m., April 5, 2022.

During the current COVID-19 crisis, the appeal request shall be emailed to epplans@cityofvancouver.us as well as to the case manager's e-mail address below and the appeal fee electronically paid to the City.

Responsible Official: Patti McEllrath, Senior planner

E-mail: patti.mcellrath@cityofvancouver.us

A handwritten signature in blue ink that reads "Patti McEllrath".

Patti McEllrath

March 22, 2022

Date



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

March 21, 2022

Patti McEllrath, Senior Planner
City of Vancouver
Community & Economic Development
PO Box 1995
Vancouver, WA 98668

Dear Patti McEllrath:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the Jens Pointe Mixed Use Project (PRJ-167483/LUP-82098) as proposed by MAJ Pointe, LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from 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.

**WATER QUALITY/WATERSHED RESOURCES UNIT:
Evan Wood (360) 407-7320**

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. For additional information on contaminated construction sites, please contact Carol Serdar at Carol.Serdar@ecy.wa.gov, or by phone at (360) 742-9751.

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](http://www.ecy.wa.gov/programs/wq/stormwater/construction/-Application). Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(GMP:202200749)

cc: Derek Rockett, SWM
Evan Wood, WQ

March 20, 2022

RE: Application Remote Public Hearing and Optional SEPA Determination of Nonsignificance
Jens Pointe Mixed Use PRJ-167483/LUP-82098

**Issue: Patient privacy and healthcare concerns to proposed Jens Pointe Mixed Use
Development along SE 136th Ave, Vancouver, WA. 98684**

Dear Ms. Patti McEllrath,

The Stonemill Dental Center has several thriving dental offices situated along the north side of its proposed building site. The north side of Stonemill Dental Center is constructed with panels of large seamless windows. According to the provided site plan, the new proposed Jens Point Apartments south side would build residential buildings along our north borderline.

We have a primary concern that the **proximity** and/or the **height** of these residential buildings would be too close and too high rise above any proposed fence for the Jens Pointe development. Therefore, this proposed site would position residents to view our patients' receiving treatments and dentists and staff providing dental cares in our dental offices.

Federal 1996 HIPPA privacy, security, and healthcare codes sets out an expectation of privacy afforded to patients receiving dental or medical treatment. Preserving privacy is a necessary factor to create a patient-oriented, individualized care that responds to ethical rules. Privacy includes a variety of aspects including domains, physical, informational, mental, and social.

I have my own dental practice in the Stonemill Dental Center for the last three decades, and the personal privacy observance of a patient builds an effective relationship with treatment staff and creates a feeling of calm, welfare, safety, and security. I raise this issue for myself and on the behalf of the other dentists that practice in our building.

The City of Vancouver must appropriately ensure that commercial developments do not encroach upon existing medical, dental and health facilities ability to meet the reasonable expectation of each patient's healthcare privacy.

We ask that the owners and developers of the Jens Pointe Apartments adjust their site plans to only build a single-story residential building along its south boundary with walls, trees and hedges to block the view into our dental offices. Thank you.

Dr. Daniel Kim, DDS and Hooja Kim, Owners
217 SE 136th Avenue
Vancouver, WA 98684
Tel. 360-254-5900
dankimdds@gmail.com & hoojakim@gmail.com

Application Number: PRJ-167483

Project Name: Jen's Pointe Apartments/Mixed Use	Date: 5/2/2022 12:00:00 AM
Project Address: 13611 NE 4TH ST	TAZ: TA268
Project Number: PRJ-167483	Primary Corridor: MPLN #4
ENG Number:	Parcel 1 ID: 986036104
TIF District: Cascade	Parcel 2 ID:
TIF Overlay District: Overlay - Mill Plain / I-205	Parcel 3 ID:

Existing Site Trips ^^										
LU Description	ITE LU Code	Existing AM Peak Rate	Existing PM Peak Rate	Existing ADT Rate	Unit of Measure	Size**		Existing AM Peak Trips	Existing PM Peak Trips	Existing ADT
^^ equals zero if this is a new development on greenfield or if old use has been gone > 1 year.								Existing Trips Total		

New Trip Generation Calculation										
LU Description	ITE LU Code	AM Peak Rate	PM Peak Rate	ADT Rate	Unit of Measure*	Size**		New AM Peak	New PM Peak	New ADT
Multifamily Housing (Mid-Rise)	221	0.37	0.39	4.54	1	240		86	105	1293
Shopping Center (>150k)	820	0.84	3.4	37.01	1000	1850		2	5	46
*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.								88	110	1339
***% 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								88	110	1339

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
Multifamily Housing (Mid-Rise)	221	1293	1292.94	291	0		0.15	\$319,823.55	\$0.00
Shopping Center (>150k)	820	46	46.06	291	0	0.30	0.15	\$7,964.67	\$0.00
Sum		1339	1339	TIF Totals:				\$327,788.22	\$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. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.



City of Vancouver Transportation Services
Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-167483

Project Name:	Jen's Pointe Apartments/Mixed Use	Date:	5/2/2022 12:00:00 AM
Project Address:	13611 NE 4TH ST	TAZ:	TA268
Project Number:	PRJ-167483	Primary Corridor:	MPLN #4
ENG Number:		Parcel 1 ID:	986036104
TIF District:	Cascade	Parcel 2 ID:	
TIF Overlay District:	Overlay - Mill Plain / I-205	Parcel 3 ID:	

Concurrency Monitoring Fees			
Corridor	PM Peak Trips	Cost/Trip	max. \$1500
I-205 to SE 136th Ave	43	\$59.00	\$2,537.00
SE 1st St to Fourth Plain Blvd	3	\$59.00	\$177.00
Burton Rd: Andresen to NE 112th Ave	1	\$59.00	\$59.00
NE 138th Ave to NE 162nd Ave	8	\$59.00	\$472.00
NE 138th Ave to NE 162nd Ave	1	\$59.00	\$59.00
NE 112th Ave to NE 138th Ave	5	\$59.00	\$295.00
Mill Plain Blvd to NE 28TH	77	\$59.00	\$4,543.00
Andresen Rd to I-205	9	\$59.00	\$531.00
SE 164th Ave to SE 192nd Ave	8	\$59.00	\$472.00
SR-14 to SE 1st St	11	\$59.00	\$649.00
SE 136th Ave to SE 164th Ave	27	\$59.00	\$1,593.00
Mill Plain Blvd to NE 28th St	3	\$59.00	\$177.00
NE 28th St to NE 51st St	1	\$59.00	\$59.00
NE 28th St to Fourth Plain Blvd	10	\$59.00	\$590.00
NE 112th Ave to NE 138th Ave	2	\$59.00	\$118.00
Calculated Total =			\$12,331.00

Total Monitoring Fee = \$1,500.00

Proportionate Shares				
Case Number	Project	Fee/Unit	Trips/Lots	Final Fee
Total Proportionate Share Fees =				

COMMENTS:

240 unit multi-family mixed use development with 1,850sf retail/office space and (2) live/work units

District: Cascade	District TIF =	\$327,788.22
	Total TIF =	\$327,788.22

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. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.



Memorandum

To: Michael Jenkins
MAJ Development Corporation

From: Daniel Stumpf, PE
Todd E. Mobley, PE

Date: December 23, 2021

Subject: Jens Pointe Apartments
Trip Generation & Distribution Analysis



Introduction

This memorandum reports and evaluates the transportation impacts related to the proposed Jens Pointe Apartments project, located at 13611 NE 4th Street in Vancouver, Washington. The proposed development will include the construction of 14 buildings consisting of 240 dwelling units, an 1,850 square foot commercial office/retail space, a community building, and a common space (e.g. pool, fitness area, and dog park). Access to the site will be provided via three driveways: two driveways along NE 136th Avenue and one driveway along NE 4th Street.

The purpose of this memorandum is to examine and address transportation-related impacts from the proposed development. This study reviews the proposed development's trip generation and distribution, as well as identifies any concurrency corridors projected to receive any additional traffic. In addition, sight distances are evaluated at the site access intersections along NE 136th Avenue and NE 4th Street and queuing between the intersections of NE 4th Street at NE 136th Avenue and the northernmost site access at NE 136th Avenue.

Location Description

This section describes the project site as well as the transportation system in the vicinity of site.

Project Site Description

The project site is located south of NE 4th Street and east of NE 136th Avenue in Vancouver, Washington. The subject site is located in a developing mixed-use area of Vancouver with apartments to the east, a post office and a vacant lot to the north, a business park and vacant lots to the west, and a medical clinic and vacant lot to the south. The site includes six, undeveloped properties (assessor parcels #986036100, 986036101, 986036102, 986036103, 986036104, and 986036105) which encompass an approximate total of 8.42 acres.

Upon development of the properties, access to the site will be provided via three driveways: two driveways along NE 136th Avenue and one driveway along NE 4th Street. Buildout and occupancy of the proposed development is anticipated by year 2023.

Vicinity Roadways

The proposed development is expected to predominately impact three nearby vicinity roadways. Table 1 provides a description of these vicinity roadways.

Table 1: Vicinity Roadway Descriptions

Street Name	Jurisdiction	Functional Classification	Speed (MPH)	On-Street Parking	Curbs & Sidewalks	Bicycle Lanes
NE/SE 136th Avenue	City of Vancouver	Minor Arterial	35	Not Permitted	Both Sides	Both Sides
NE 4th Street	City of Vancouver	Minor Arterial	25	Not Permitted	Both Sides	Partial Both Sides
SE Mill Plain Boulevard	City of Vancouver	Principal Arterial	40	Not Permitted	Both Sides	None

Table Notes: Functional Classification and Jurisdiction 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.

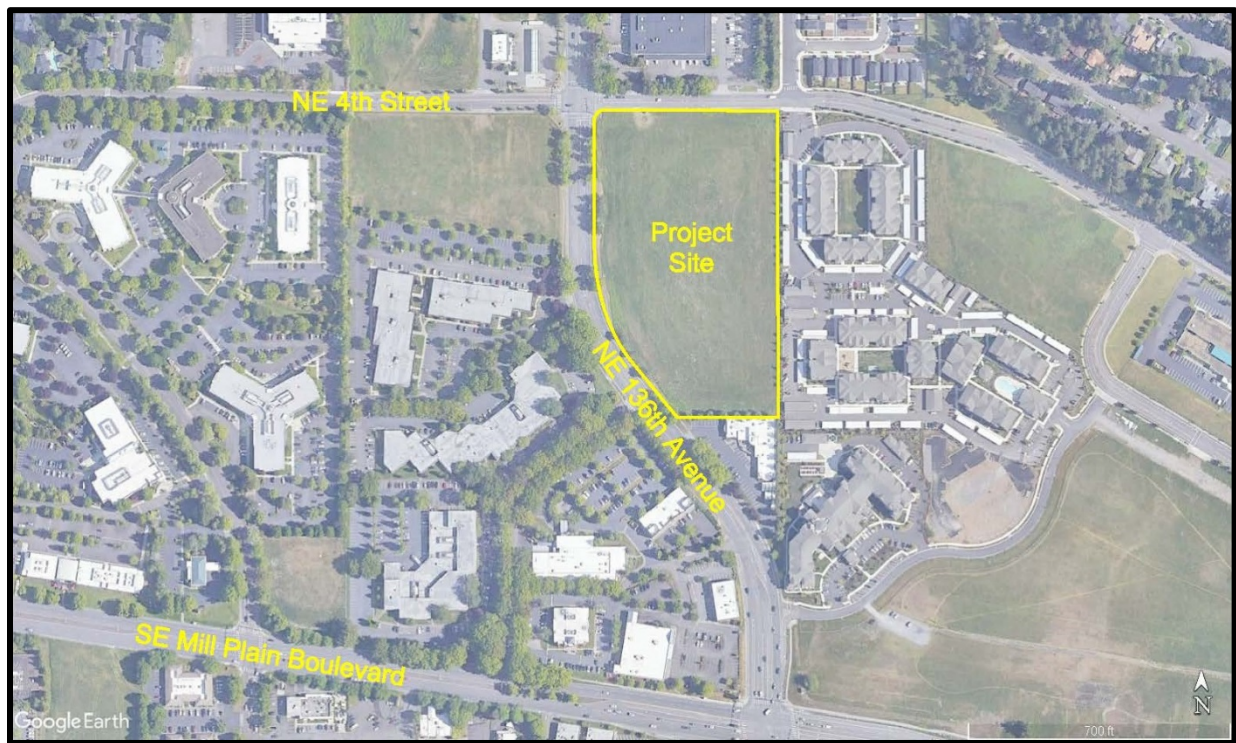


Figure 1: Aerial Photo of Site Vicinity (Image from Google Earth)

Site Trips

This section examines the expected trip generation from the site as well as the trip distribution pattern and which intersections and concurrency corridors will be impacted by site-generated trips.

Trip Generation

The proposed Jens Pointe Apartments will consist of 240 dwelling units and will include a commercial retail/office space of approximately 1,850 square feet. To estimate the number of trips that will be generated by the proposed development, trip rates from the *Trip Generation Manual*¹ were used. Data from land use code 221, *Multifamily Housing (Mid-Rise)*, was used to estimate the trip generation of the residential component of the proposed development based on the number of dwelling units. For the commercial portion of the proposed development, data from land use code 820, *Shopping Center*, was used based on the square footage of the gross building floor area.

Internal Trip Rates

Given the variety of land uses that are proposed for development within the project site (i.e. residential and assumed retail), some trips generated are expected to be shared or internally captured between each use and will not impact the nearby transportation system. Using the NCHRP Report 684, internal capture rates of 0 percent for the morning peak hour and 1 percent for the evening peak hour were calculated. It is assumed the weekday internal capture would approximately match the evening peak hour rate.

Pass-by Trip Rates

The retail portion of the proposed development is expected to attract pass-by and diverted trips to the site. Pass-by trips are trips that leave the adjacent roadway to patronize a land use and then continue in their original direction of travel. Similar to pass-by trips, diverted trips are trips that divert from a nearby roadway not adjacent to the site to patronize a land use before continuing to their original destination. Pass-by trips do not add additional vehicles to the surrounding transportation system; however, they do add additional turning movements at site access intersections. Diverted trips may add turning movements at both site access and other nearby intersections.

Pass-by and diverted trip rates were determined using data provided within the *Trip Generation Handbook*². Data from land use code 820 was used to determine evening peak hour pass-by and diverted rates for the retail portion of the proposed development. It is assumed that the morning peak hour and weekday rates would approximately match the 34 percent evening peak hour pass-by rate. For the purposes of this analysis, pass-by trips were drawn from NE 4th Street and diverted trips were treated as primary trips.

Trip Generation Analysis

The trip generation calculations show that the proposed development is projected to generate 88 net new morning peak hour trips, 110 net new evening peak hour trips, and 1,338 net new 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.

¹ Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 10th Edition, 2017.

² Institute of Transportation Engineers (ITE), *Trip Generation Handbook*, 3rd Edition, 2017.



Table 2: Trip Generation Summary

	ITE Code	Size	Morning Peak Hour			Evening Peak Hour			Weekday Total
			Enter	Exit	Total	Enter	Exit	Total	
Residential Units									
Multifamily Housing	221	240 units	22	64	86	65	41	106	1,306
Internal Trips		0% (1%)	0	0	0	1	0	1	14
External (Primary) Trips			22	64	86	64	41	105	1,292
Commercial Space									
Shopping Center	820	1,850 SF	1	1	2	3	4	7	70
Internal Trips		0% (1%)	0	0	0	0	0	0	0
External Trips			1	1	2	3	4	7	70
Pass-by Trips		34% (34%)	0	0	0	1	1	2	24
Primary Trips			1	1	2	2	3	5	46
Total Development									
Net New Total Trips			23	65	88	66	44	110	1,338

Table Notes:

Morning peak hour, evening peak hour, and daily internal capture rates denoted as AM (PM/ADT)

Pass-by rate only applied to the external trips generated by the shopping center.

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) #268 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 within the immediate site vicinity:

- Approximately 39 percent of site trips will travel to/from the west along SE Mill Plain Boulevard;
- Approximately 28 percent of site trips will travel to/from the north along NE 136th Avenue;
- Approximately 24 percent of site trips will travel to/from the east along SE Mill Plain Boulevard;
- Approximately 6 percent of site trips will travel to/from the south along SE 136th Avenue;
- Approximately 2 percent of site trips will travel to/from the east along NE 4th Street; and
- Approximately 1 percent of site trips will travel to/from the locales within the immediate site vicinity.

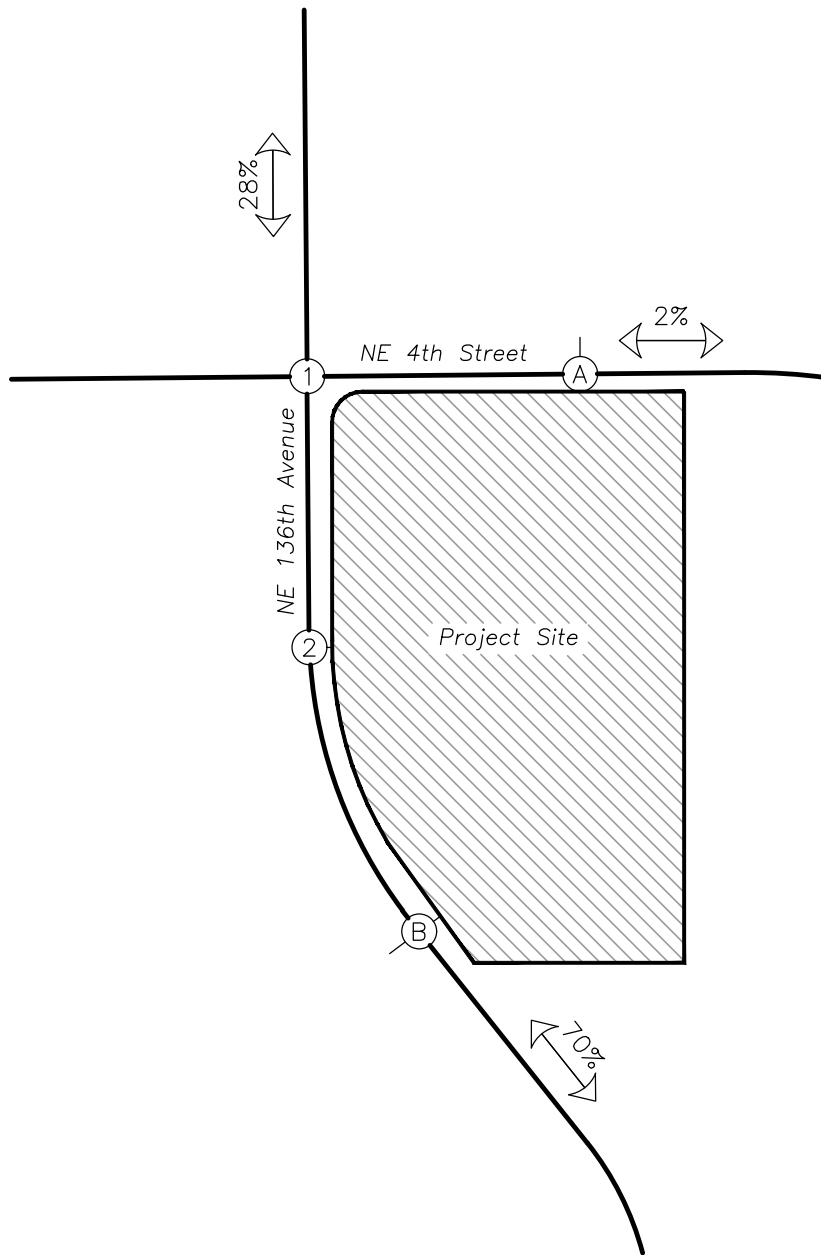


Based on the locations of the site access intersections and layout of the apartment facility, site trips are expected to be distributed between the accesses as follows:

- Site Access at NE 4th Street:
 - All site trips traveling to/from the east along NE 4th Street will utilize the site access at NE 4th Street.
 - Approximately 20 percent of site trips traveling to/from the north along NE 136th Avenue will utilize the site access at NE 4th Street.
 - Approximately 10 percent of site trips traveling to/from the south along NE 136th Avenue will utilize the site access at NE 4th Street.
- North Site Access at NE 136th Avenue:
 - Approximately 45 percent of site trips traveling to/from the north along NE 136th Avenue will utilize the north site access at NE 136th Avenue.
 - Approximately 45 percent of site trips traveling to/from the south along NE 136th Avenue will utilize the north site access at NE 136th Avenue.
- South Site Access at NE 136th Avenue:
 - Approximately 35 percent of site trips traveling to/from the north along NE 136th Avenue will utilize the south site access at NE 136th Avenue.
 - Approximately 45 percent of site trips traveling to/from the south along NE 136th Avenue will utilize the south site access at NE 136th Avenue.

The trip distribution and assignment for the site trips generated during the morning and evening peak hours is shown in Figure 2. Table 3 summarizes the impact to each concurrency corridor as defined by the City of Vancouver.





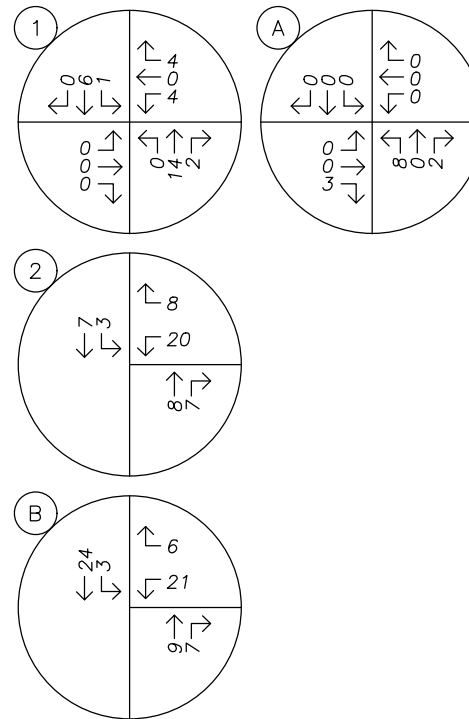
LEGEND

XX% PERCENT OF PROJECT TRIPS

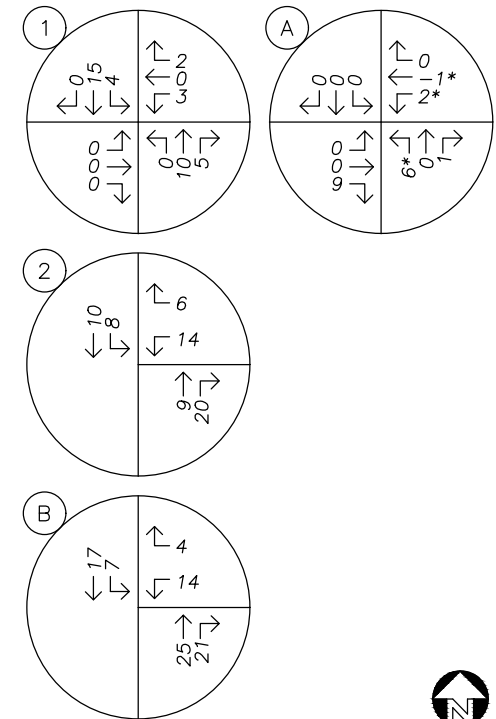
	TRIP GENERATION				TOTAL
	PRIMARY		INTERNAL	PASS-BY	
AM	23	65	0	0	88
PM	66	44	1	2	113

*PASS-BY TRIPS INCLUDED

AM PEAK HOUR



PM PEAK HOUR



no scale



lancaster
moberly

SITE TRIP DISTRIBUTION & ASSIGNMENT

Proposed Development Plan - Site Trips
AM & PM Peak Hours

Figure 2

Jens Pointe
12/23/2021

Table 3: Transportation Management Zones

Concurrency Corridor	From	To	Evening Peak Hour Site Trips
Mill Plain Boulevard	SE 192nd Avenue	SE 164th Avenue	8
	SE 164th Avenue	SE 136th Avenue	27
	SE 136th Avenue	Interstate 205	43
	Interstate 205	N Andresen Road	9
	N Andresen Road	Interstate 5	0
	Interstate 5	W Fourth Plain Boulevard	0
St. Johns/Ft. Vancouver Way	E Mill Plain Boulevard	NE 63rd Street	0
Fourth Plain Boulevard	NE 162nd Avenue	Interstate 205	0
	Interstate 205	NE Andresen Road	0
	NE Andresen Road	Interstate 5	0
	Interstate 5	W Mill Plain Boulevard	0
Andresen Road	E Mill Plain Boulevard	State Road 500	0
	State Road 500	NE 78th Street	0
112th Avenue	NE 51st Street	NE 28th Street	1
	NE 28th Street	SE Mill Plain Boulevard	3
164th/162nd Avenue	NE Fourth Plain Boulevard	SE 1st Street	3
	SE 1st Street	State Road 14	11
Burton Road/28th Street	NE 162nd Avenue	NE 138th Avenue	1
	NE 138th Avenue	NE 112th Avenue	2
	NE 112th Avenue	NE 18th Street	1
18th Street	NE 164th Avenue	NE 138th Avenue	8
	NE 138th Avenue	NE 112th Avenue	5
136th/138th Avenue	NE Fourth Plain Boulevard	NE 28th Street	10
	NE 28th Street	E Mill Plain Boulevard	77
192nd Avenue	State Road 14	NE 18th Street	0

Proportionate Share Contributions

According to City of Vancouver staff, proportionate share contributions are being collected for seven transportation facilities through the City. Based on subsequent correspondence with City staff, the proposed development is not expected to significantly impact these facilities and therefore is not subject to contributing proportionate share fees to these projects.



Sight Distance Analysis

Sight distances were evaluated for the proposed site accesses onto NE 4th Street and NE 136th Avenue. 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*³. According to AASHTO, the driver's eye is assumed to be 15 feet from the near edge of the nearest travel lane (or traveled 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.

Site Access at NE 4th Street

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 for left-turning site egress vehicles and 240 feet to the west for right-turning site egress vehicles. Sight distances at the access intersection were measured to be in excess of 300 feet to the east and west.

North Site Access at NE 136th Avenue

Based on a posted speed of 35 mph, the minimum recommended intersection sight distance to ensure safe and efficient operation of the proposed access intersection is 440 feet to the north for left-turning site egress vehicles (assuming no vehicles utilize the center two-way left-turn lane as a receiving lane) and 335 feet to the south for right-turning site egress vehicles. Sight distance to the north was measured to be in excess of 450 feet. Sight distance to the south was measured to be in excess of 340 feet.

South Site Access at NE 136th Avenue

Based on a posted speed of 35 mph, the minimum recommended intersection sight distance to ensure safe and efficient operation of the proposed access intersection is 440 feet to the north for left-turning site egress vehicles and 335 feet to the south for right-turning site egress vehicles. Sight distance to the north was measured to be in excess of 450 feet. Sight distance to the south was measured to be in excess of 340 feet.

Analysis Findings

Based on the analysis, adequate sight distances are available at the proposed site access intersections to ensure safe and efficient operation along NE 136th Avenue and NE 4th Street. No sight distance related mitigation is necessary or recommended.

Queuing Analysis

The City of Vancouver requested a queuing analysis be conducted at the intersections of NE 4th Street at NE 136th Avenue and the northernmost site access at NE 136th Avenue to verify queues between the two intersections will not create operation or safety issues following buildout of the proposed development. Of specific concern are whether queues from the northbound left-turn lane at the NE 4th Street at NE 136th Avenue

³ American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Streets*, 6th Edition, 2011.



intersection extend back to and conflict with southbound left-turn queues at the site access intersection. The determine whether this type of queuing will create safety issues, the following sections describe the methods used to estimate future year traffic conditions with impacts from the proposed development and evaluate potential queues.

Traffic Volumes

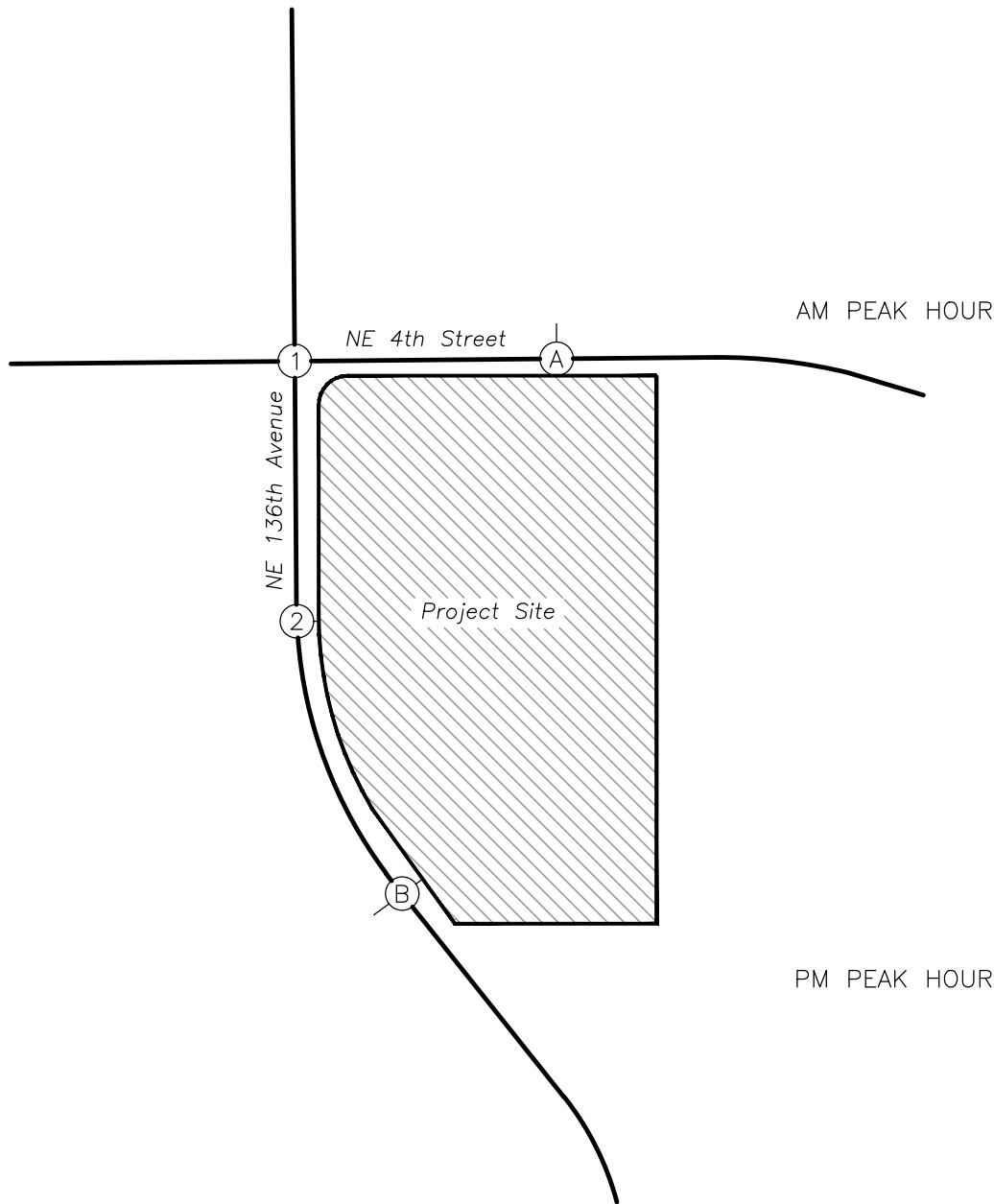
Due to the ongoing COVID-19 viral pandemic, as of mid-March 2020 traffic volumes around Clark County have been depressed relative to normal conditions, whereby traditional traffic count data collection methods are not recommended. To provide a conservative estimate of traffic volumes at the intersection of NE 4th Street at NE 136th Avenue and the proposed site access intersection along NE 136th Avenue, the following methodology was used to estimate 2021 traffic volumes:

- Current (2021) and historical (2018) traffic counts were retrieved at the intersection of NE 4th Street at NE 136th Avenue on the following dates and times:
 - Thursday, January 11, 2018, from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM.
 - Tuesday, September 28, 2021, from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM.
- The above 2018 historical traffic counts were grown to reflect 2021 existing conditions by applying a linear growth rate of 2 percent per year over a three-year period. The linear growth rate of 2 percent was calculated based on a comparison of intersection link volume estimates from the 2015 and 2040 RTC modeling data. For both the current and historical counts, data was used from each intersection's respective morning and evening peak hours.
- Based on a comparison of total entering peak hour volumes between the historic 2018 counts (adjusted to reflect 2021 conditions) and the recently collected 2021 counts, the adjusted 2018 counts were generally higher than the 2021 intersection counts by approximately 25 percent. Therefore, the grown historical counts were used for the purposes of providing a conservative estimate of queuing at the intersection.
- To determine mainline volumes at the site access intersection at NE 136th Avenue, volumes were balanced with the intersection of NE 4th Street at NE 136th Avenue.

To provide analysis of the impact of the proposed development on the nearby transportation facilities, an estimate of future traffic volumes is required. In order to approximate the future year 2023 traffic volumes at the study intersections, a compounded growth rate of two percent per year for an assumed buildout condition of two years was applied to the adjusted year 2021 existing traffic volumes. To estimate future traffic conditions with the proposed development constructed, peak hour trips calculated to be generated by the proposed development, as described earlier within the *Site Trips* section, were added to the projected year 2023 background traffic volumes.

Figure 3 shows the existing year and 2023 future traffic volumes, with and without impacts from the proposed development, at the study intersections during the morning and evening peak hours.



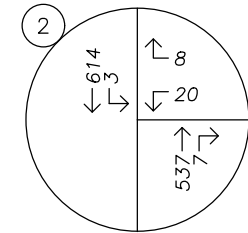
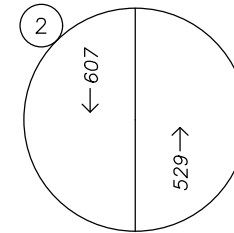
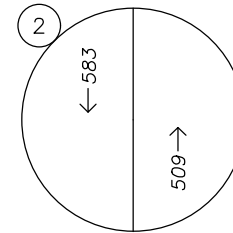
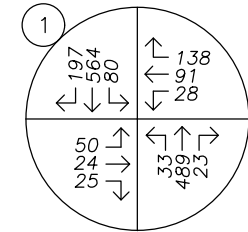
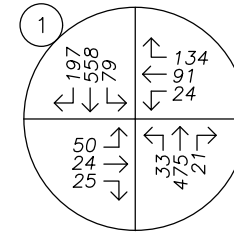
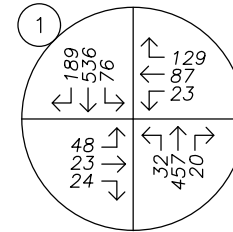


AM PEAK HOUR

EXISTING

BACKGROUND

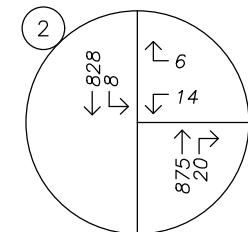
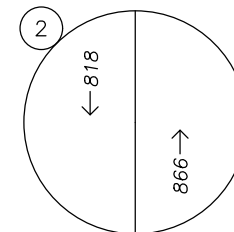
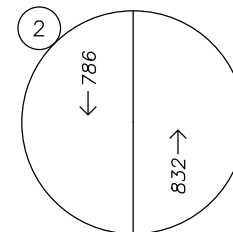
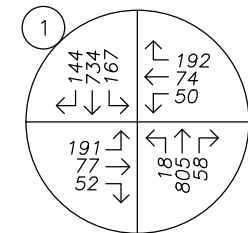
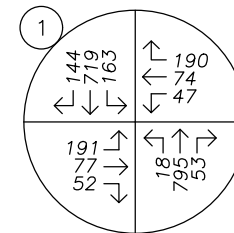
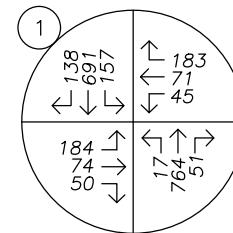
BUILDOUT



EXISTING

BACKGROUND

BUILDOUT



PM PEAK HOUR



no scale

TRAFFIC VOLUMES

Year 2021 Existing Conditions, 2023 Background Conditions, & 2023 Buildout Conditions
AM & PM Peak Hours

Figure 3

Jens Pointe
12/23/2021

TrafficWare Synchro/SimTraffic Analysis

To determine whether the northbound left-turn lane queues at the intersection of NE 4th Street at NE 136th Avenue will conflict with the southbound left-turn lane queues at the northernmost site access intersection along NE 136th Avenue a queuing analysis was conducted. The queue length was projected based on the results of a Synchro/SimTraffic simulation, with the reported value representing the 95th percentile queue length. The 95th percentile queue is a statistical measurement which indicates there is a 5 percent chance that the queue may exceed this length during the analysis period; however, given this is a probability, the 95th percentile queue length may theoretically never be met or observed in the field.

The projected 95th percentile queue length reported in the simulation is presented in Table 4 for the morning and evening peak hours. It should be noted that the reported queue lengths were rounded up to the nearest five feet. Detailed queuing analysis worksheets are included in the technical appendix to this report.

Table 4: Intersection Queuing Analysis Summary

	95th Percentile Queue Length (ft)		Distance Between Intersections (ft)	Net Space Remaining (ft)	
	AM Peak Hour	PM Peak Hour		AM Peak Hour	PM Peak Hour
1. NE 4th Street at NE 136th Avenue					
2023 Buildout Conditions (NB LT Lane)	55	45	315	-	-
2. Site Access at NE 136th Avenue					
2023 Buildout Conditions (SB LT Lane)	15	25	315	-	-
Total Queuing					
2023 Buildout Conditions	70	70	315	245	245

Based on the queuing analysis, adequate spacing between the intersections of NE 4th Street at NE 136th Avenue and the north site access intersection along NE 136th Avenue will be available to accommodate simultaneous northbound left-turn lane and southbound left-turn lane projected queues, respectively, without having queues extend back to one another. Therefore, no safety or operational issues are expected to occur following buildout of the proposed development.



Conclusions

The construction of the proposed Jens Pointe Apartments is projected to generate 88 net new morning peak hour trips, 110 net new evening peak hour trips, and 1,338 net new average weekday site trips. All nearby intersections of significance are not expected to experience significant site trip impacts.

Adequate sight distances are available at the proposed site access intersections to ensure safe and efficient operation along NE 136th Avenue and NE 4th Street. No sight distance related mitigation is necessary or recommended.

Adequate spacing between the intersections of NE 4th Street at NE 136th Avenue and the north site access intersection along NE 136th Avenue will be available to accommodate simultaneous northbound left-turn lane and southbound left-turn lane projected queues, respectively, without having queues extend back to one another. Therefore, no safety or operational issues are expected to occur following buildout of the proposed development.

If you have any questions or concerns regarding this analysis or need further assistance, please don't hesitate to contact us.

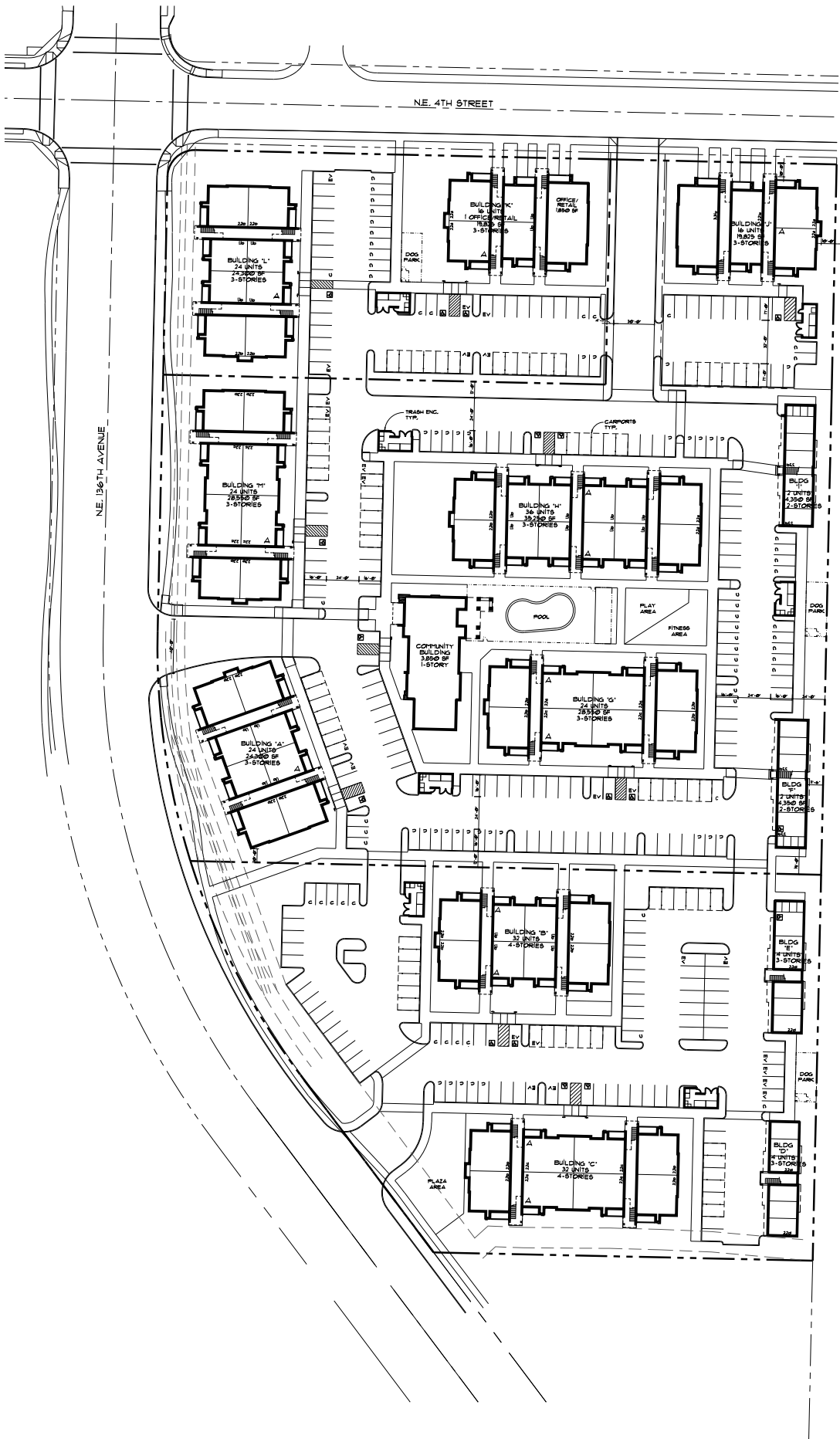


COMBINED SITE:		
APARTMENTS:		
74	1-BEDROOM / 1-BATH	1/b
18	2-BEDROOM / 2-BATH	2.2a
94	2-BEDROOM / 2-BATH	2.2b
40	2-BEDROOM / 2-BATH	2.2c
12	2-BEDROOM / 2-BATH	2.2d
1	2-BEDROOM / 2-BATH (LIVE/WORK)	2.2lw
1	3-BEDROOM / 3-BATH (LIVE/WORK)	3.3lw
240	TOTAL	
PARKING:		
274	PARKING STALLS	
12	COVERED STALLS	
24	GARAGES	
310	TOTAL (11 ADA SPACES)	
COMMUNITY BLDG:		
3,850	SF	
STORAGE:		
12	STORAGE UNITS	
OFFICE/RETAIL:		
1,850	SF	

JENS POINTE NORTH APARTMENTS:		
APARTMENTS:		
18	1-BEDROOM / 1-BATH	1/b
6	2-BEDROOM / 2-BATH	2.2a
16	2-BEDROOM / 2-BATH	2.2b
40	TOTAL	
PARKING:		
46	PARKING STALLS	
12	COVERED STALLS	
58	TOTAL (3 ADA SPACES)	
OFFICE/RETAIL:		
1,850	SF	

JENS POINTE APARTMENTS:		
APARTMENTS:		
40	1-BEDROOM / 1-BATH	1/b
12	2-BEDROOM / 2-BATH	2.2a
46	2-BEDROOM / 2-BATH	2.2b
24	2-BEDROOM / 2-BATH	2.2c
4	2-BEDROOM / 2-BATH	2.2d
1	2-BEDROOM / 2-BATH (LIVE/WORK)	2.2lw
1	3-BEDROOM / 3-BATH (LIVE/WORK)	3.3lw
128	TOTAL	
PARKING:		
144	PARKING STALLS	
36	COVERED STALLS	
12	GARAGES	
192	TOTAL (9 ADA SPACES)	
COMMUNITY BLDG:		
3,850	SF	
STORAGE:		
8	STORAGE UNITS	

JENS POINTE SOUTH APARTMENTS:		
APARTMENTS:		
16	1-BEDROOM / 1-BATH	1/b
32	2-BEDROOM / 2-BATH	2.2b
16	2-BEDROOM / 2-BATH	2.2c
8	2-BEDROOM / 2-BATH	2.2d
12	TOTAL	
PARKING:		
84	PARKING STALLS	
24	COVERED STALLS	
12	GARAGES	
120	TOTAL (5 ADA SPACES)	
STORAGE:		
4	STORAGE UNITS	



SITE PLAN

TILAND / SCHMIDT

ARCHITECTS, PC

16101 SW 12ND AVE.
SUITE 135
PORTLAND, OR 97224
(503) 220-8517
FAX (503) 220-8518

JENS POINTE MASTER PLAN

13679 NE 136th Ave. VANCOUVER WA 98684

MAJ DEVELOPMENT

PROJECT NO.

2021-165

DATE :

12-09-2021

DRAWN BY :

CY

CHECKED BY :

RMS

REVISIONS

2021-165-map1.dwg

SP

7



TRIP GENERATION CALCULATIONS

Land Use: Multifamily Housing (Mid-Rise)

Land Use Code: 221

Setting/Location: General Urban/Suburban

Variable: Dwelling Units

Variable Value: 240

AM PEAK HOUR

Trip Rate: 0.36

	Enter	Exit	Total
Directional Distribution	26%	74%	
Trip Ends	22	64	86

PM PEAK HOUR

Trip Rate: 0.44

	Enter	Exit	Total
Directional Distribution	61%	39%	
Trip Ends	65	41	106

WEEKDAY

Trip Rate: 5.44

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	653	653	1,306

SATURDAY

Trip Rate: 4.91

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	589	589	1,178

Source: TRIP GENERATION, Tenth Edition



TRIP GENERATION CALCULATIONS

Land Use: Shopping Center
Land Use Code: 820
Setting/Location General Urban/Suburban
Variable: 1,000 Sq. Ft. GFA
Variable Value: 1.85

AM PEAK HOUR

Trip Rate: 0.94

	Enter	Exit	Total
Directional Distribution	62%	38%	
Trip Ends	1	1	2

PM PEAK HOUR

Trip Rate: 3.81

	Enter	Exit	Total
Directional Distribution	48%	52%	
Trip Ends	3	4	7

WEEKDAY

Trip Rate: 37.75

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	35	35	70

SATURDAY

Trip Rate: 46.12

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	43	43	86

Source: Trip Generation Manual, Tenth Edition

NCHRP 8-51 Internal Trip Capture Estimation Tool					
Project Name:	Jens Pointe Apartments	Organization:	Lancaster Mobley		
Project Location:	Vancouver, WA	Performed By:	Daniel Stumpf, PE		
Scenario Description:		Date:	12/23/2021		
Analysis Year:	2023 Buildout Conditions	Checked By:			
Analysis Period:	AM Street Peak Hour	Date:			

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips		
	ITE LUCs ¹	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	820	1,850	SF	2	1	1
Restaurant				0		
Cinema/Entertainment				0		
Residential	221	240	dwelling units	86	22	64
Hotel				0		
All Other Land Uses ²				0		
Total				88	23	65

Table 2-A: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail	1.25	0%	0%	1.25	0%	0%
Restaurant						
Cinema/Entertainment						
Residential	1.25	0%	0%	1.25	0%	0%
Hotel						
All Other Land Uses ²						

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	0	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	110	29	81
Internal Capture Percentage	0%	0%	0%
External Vehicle-Trips ³	88	23	65
External Transit-Trips ⁴	0	0	0
External Non-Motorized Trips ⁴	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use		
Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	0%	0%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	0%	0%
Hotel	N/A	N/A

¹Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

²Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

³Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

⁴Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	Jens Pointe Apartments
Analysis Period:	AM Street Peak Hour

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends						
Land Use	Table 7-A (D): Entering Trips			Table 7-A (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	0	0	1.00	0	0
Retail	1.25	1	1	1.25	1	1
Restaurant	1.00	0	0	1.00	0	0
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.25	22	28	1.25	64	80
Hotel	1.00	0	0	1.00	0	0

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	0	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	2	1	16	0		0
Hotel	0	0	0	0	0	

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	1	0
Restaurant	0	0		0	1	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 9-A (D): Internal and External Trips Summary (Entering Trips)						
Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles ¹	Transit ²	Non-Motorized ²
Office	0	0	0	0	0	0
Retail	0	1	1	1	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	28	28	22	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses ³	0	0	0	0	0	0

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)						
Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles ¹	Transit ²	Non-Motorized ²
Office	0	0	0	0	0	0
Retail	0	1	1	1	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	80	80	64	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses ³	0	0	0	0	0	0

¹Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

²Person-Trips

³Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

NCHRP 8-51 Internal Trip Capture Estimation Tool					
Project Name:	Jens Pointe Apartments	Organization:	Lancaster Mobley		
Project Location:	Vancouver, WA	Performed By:	Daniel Stumpf, PE		
Scenario Description:		Date:	12/23/2021		
Analysis Year:	2023 Buildout Conditions	Checked By:			
Analysis Period:	PM Street Peak Hour	Date:			

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips		
	ITE LUCs ¹	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	820	1,850	SF	7	3	4
Restaurant				0		
Cinema/Entertainment				0		
Residential	221	240	dwelling units	106	65	41
Hotel				0		
All Other Land Uses ²				0		
Total				113	68	45

Table 2-P: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail	1.25	0%	0%	1.25	0%	0%
Restaurant						
Cinema/Entertainment						
Residential	1.25	0%	0%	1.25	0%	0%
Hotel						
All Other Land Uses ²						

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail					0	
Restaurant						
Cinema/Entertainment						
Residential		0				
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	1	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	141	85	56
Internal Capture Percentage	1%	1%	2%
External Vehicle-Trips ³	111	67	44
External Transit-Trips ⁴	0	0	0
External Non-Motorized Trips ⁴	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use		
Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	0%	20%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	1%	0%
Hotel	N/A	N/A

¹Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

²Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

³Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

⁴Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	Jens Pointe Apartments
Analysis Period:	PM Street Peak Hour

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends						
Land Use	Table 7-P (D): Entering Trips			Table 7-P (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	0	0	1.00	0	0
Retail	1.25	3	4	1.25	4	5
Restaurant	1.00	0	0	1.00	0	0
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.25	65	81	1.25	41	51
Hotel	1.00	0	0	1.00	0	0

Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		1	0	1	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	2	21	11	0		2
Hotel	0	0	0	0	0	

Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	3	0
Retail	0		0	0	37	0
Restaurant	0	2		0	13	0
Cinema/Entertainment	0	0	0		3	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 9-P (D): Internal and External Trips Summary (Entering Trips)						
Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles ¹	Transit ²	Non-Motorized ²
Office	0	0	0	0	0	0
Retail	0	4	4	3	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	1	80	81	64	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses ³	0	0	0	0	0	0

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)						
Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles ¹	Transit ²	Non-Motorized ²
Office	0	0	0	0	0	0
Retail	1	4	5	3	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	51	51	41	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses ³	0	0	0	0	0	0

¹Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

²Person-Trips

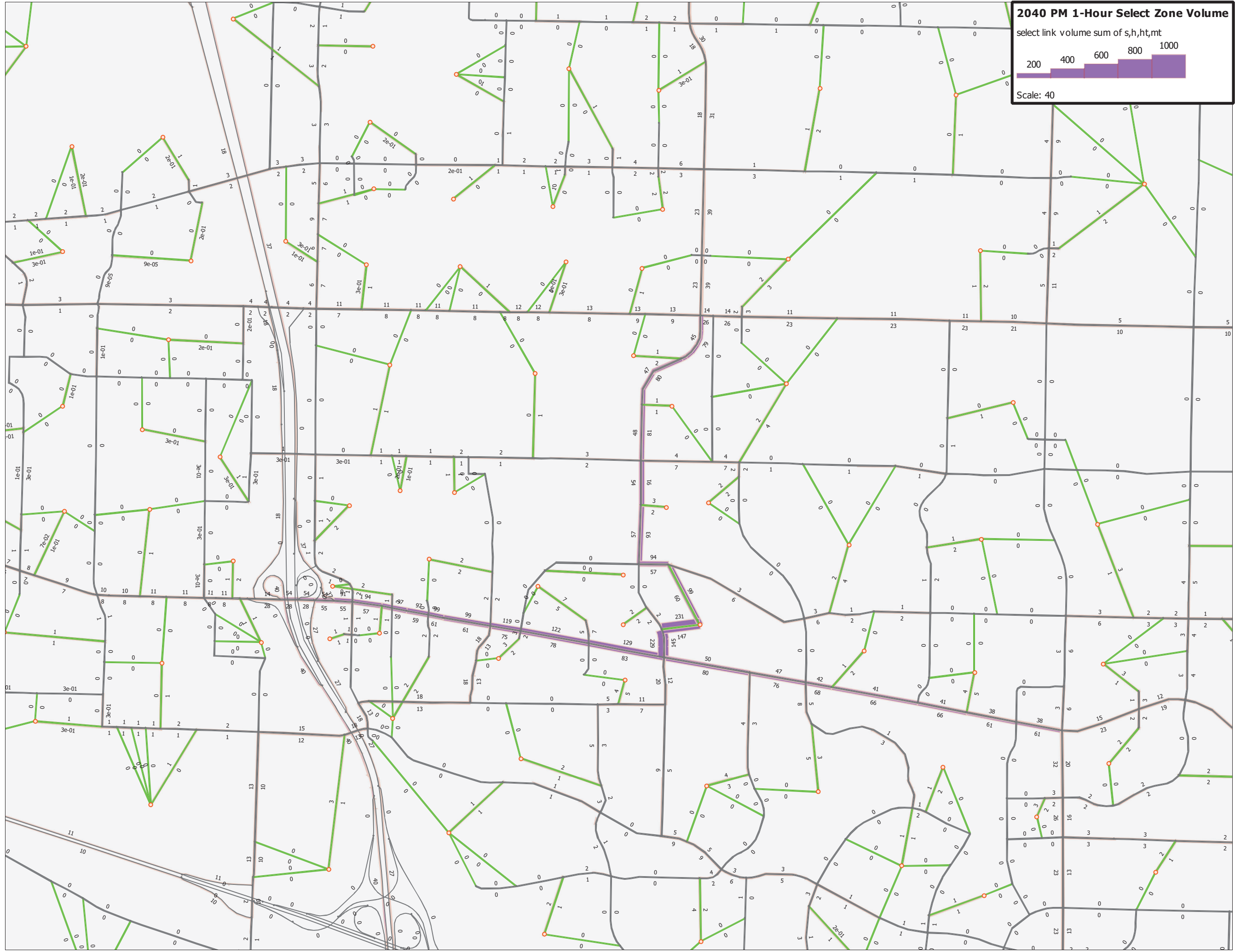
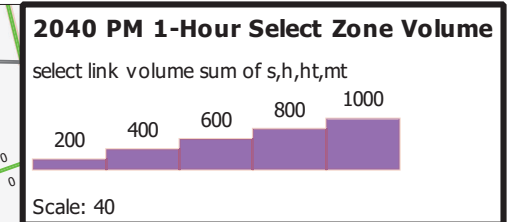
³Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

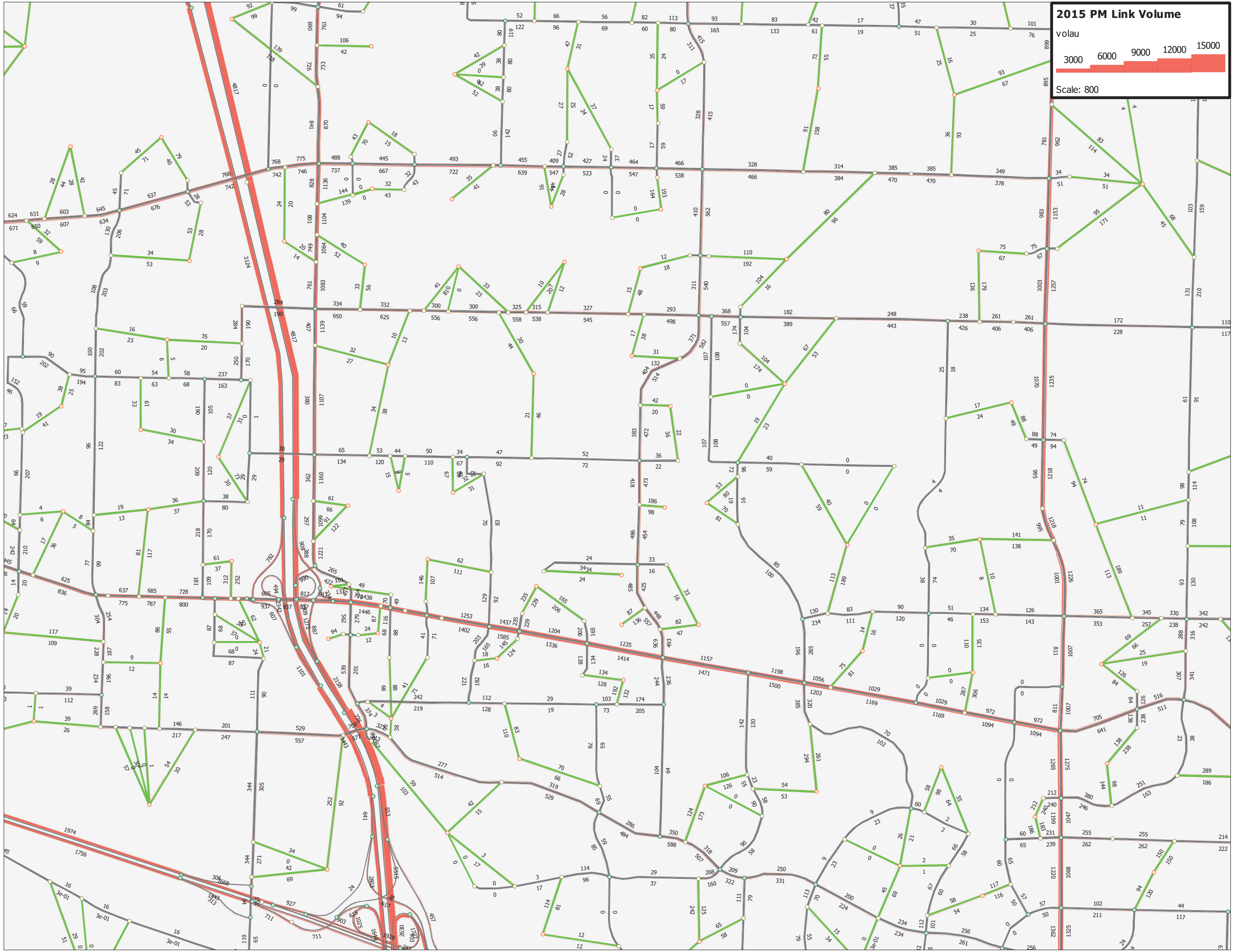
*Indicates computation that has been rounded to the nearest whole number.

Table 7.1a Adjusted Internal Trip Capture Rates for Trip Origins within a Multi-Use Development			
Land Use Pairs		Weekday	
		AM Peak Hour	PM Peak Hour
From OFFICE	To Office	0.0%	0.0%
	To Retail	28.0%	20.0%
	To Restaurant	63.0%	4.0%
	To Cinema/Entertainment	0.0%	0.0%
	To Residential	1.0%	2.0%
	To Hotel	0.0%	0.0%
From RETAIL	To Office	29.0%	2.0%
	To Retail	0.0%	0.0%
	To Restaurant	13.0%	29.0%
	To Cinema/Entertainment	0.0%	4.0%
	To Residential	14.0%	26.0%
	To Hotel	0.0%	5.0%
From RESTAURANT	To Office	31.0%	3.0%
	To Retail	14.0%	41.0%
	To Restaurant	0.0%	0.0%
	To Cinema/Entertainment	0.0%	8.0%
	To Residential	4.0%	18.0%
	To Hotel	3.0%	7.0%
From CINEMA/ENTERTAINMENT	To Office	0.0%	2.0%
	To Retail	0.0%	21.0%
	To Restaurant	0.0%	31.0%
	To Cinema/Entertainment	0.0%	0.0%
	To Residential	0.0%	8.0%
	To Hotel	0.0%	2.0%
From RESIDENTIAL	To Office	2.0%	4.0%
	To Retail	1.0%	42.0%
	To Restaurant	20.0%	21.0%
	To Cinema/Entertainment	0.0%	0.0%
	To Residential	0.0%	0.0%
	To Hotel	0.0%	3.0%
From HOTEL	To Office	75.0%	0.0%
	To Retail	14.0%	16.0%
	To Restaurant	9.0%	68.0%
	To Cinema/Entertainment	0.0%	0.0%
	To Residential	0.0%	2.0%
	To Hotel	0.0%	0.0%

Table 7.2a Adjusted Internal Trip Capture Rates for Trip Destinations within a Multi-Use Development

Land Use Pairs		Weekday	
		AM Peak Hour	PM Peak Hour
To OFFICE	From Office	0.0%	0.0%
	From Retail	4.0%	31.0%
	From Restaurant	14.0%	30.0%
	From Cinema/Entertainment	0.0%	6.0%
	From Residential	3.0%	57.0%
	From Hotel	3.0%	0.0%
To RETAIL	From Office	32.0%	8.0%
	From Retail	0.0%	0.0%
	From Restaurant	8.0%	50.0%
	From Cinema/Entertainment	0.0%	4.0%
	From Residential	17.0%	10.0%
	From Hotel	4.0%	2.0%
To RESTAURANT	From Office	23.0%	2.0%
	From Retail	50.0%	29.0%
	From Restaurant	0.0%	0.0%
	From Cinema/Entertainment	0.0%	3.0%
	From Residential	20.0%	14.0%
	From Hotel	6.0%	5.0%
To CINEMA/ENTERTAINMENT	From Office	0.0%	1.0%
	From Retail	0.0%	26.0%
	From Restaurant	0.0%	32.0%
	From Cinema/Entertainment	0.0%	0.0%
	From Residential	0.0%	0.0%
	From Hotel	0.0%	0.0%
To RESIDENTIAL	From Office	0.0%	4.0%
	From Retail	2.0%	46.0%
	From Restaurant	5.0%	16.0%
	From Cinema/Entertainment	0.0%	4.0%
	From Residential	0.0%	0.0%
	From Hotel	0.0%	0.0%
To HOTEL	From Office	0.0%	0.0%
	From Retail	0.0%	17.0%
	From Restaurant	4.0%	71.0%
	From Cinema/Entertainment	0.0%	1.0%
	From Residential	0.0%	12.0%
	From Hotel	0.0%	0.0%





2015 PM Link Volume

volau

3000

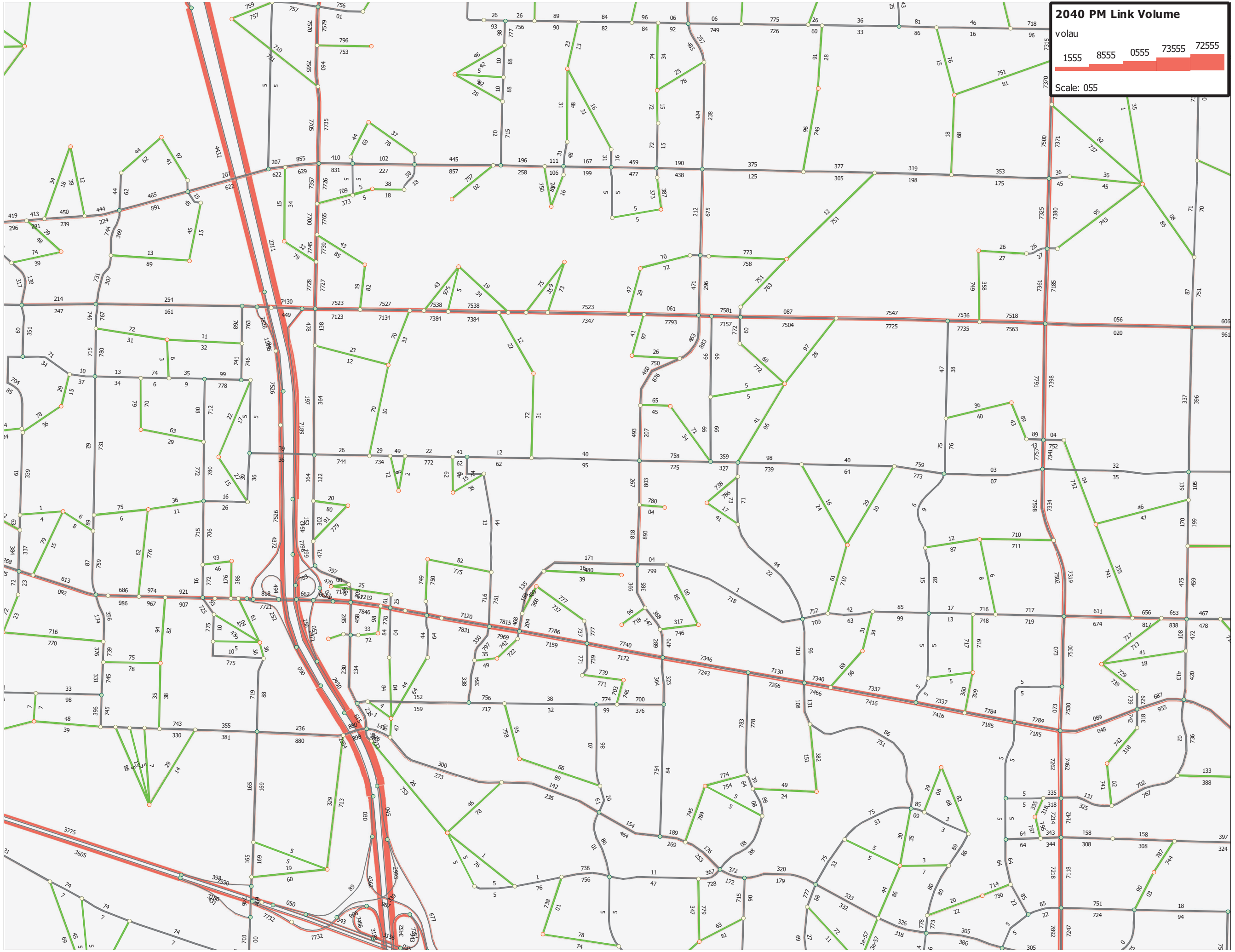
6000

9000

12000

15000

Scale: 800





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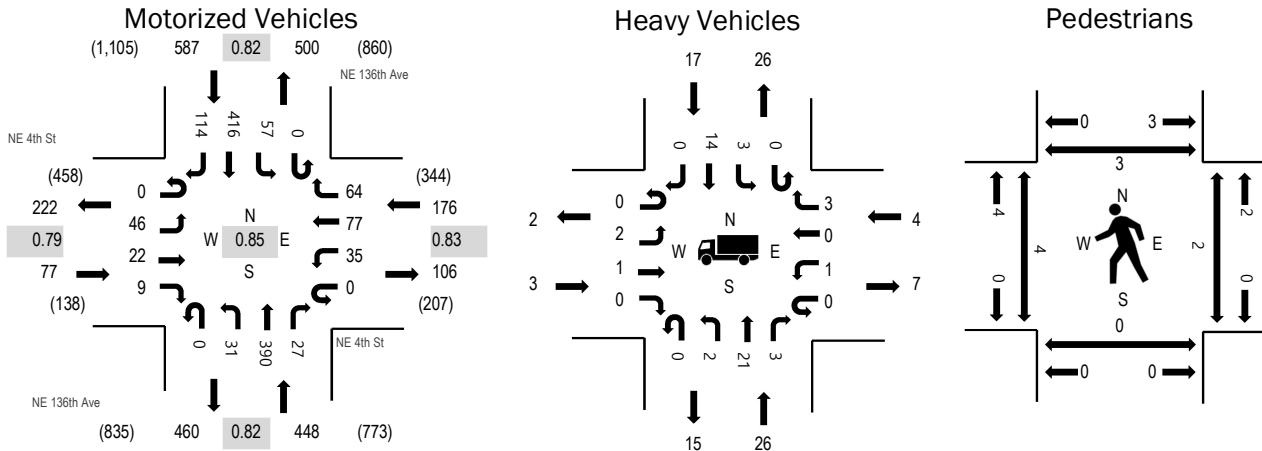
Location: 1 NE 136th Ave & NE 4th St AM

Date: Tuesday, September 28, 2021

Peak Hour: 08:00 AM - 09:00 AM

Peak 15-Minutes: 08:45 AM - 09:00 AM

Peak Hour



Note: Total study counts contained in parentheses.

	HV%	PHF
EB	3.9%	0.79
WB	2.3%	0.83
NB	5.8%	0.82
SB	2.9%	0.82
All	3.9%	0.85

Traffic Counts - Motorized Vehicles

Interval Start Time	NE 4th St Eastbound				NE 4th St Westbound				NE 136th Ave Northbound				NE 136th Ave Southbound				Total	Rolling Hour
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right		
7:00 AM	0	5	0	1	0	0	4	2	0	3	19	2	0	5	18	6	65	1,072
7:05 AM	0	3	0	2	0	4	4	4	0	2	13	1	0	2	16	6	57	1,107
7:10 AM	0	1	0	2	0	0	7	3	0	1	14	4	0	4	17	4	57	1,149
7:15 AM	0	0	0	1	0	1	5	6	0	3	15	2	0	5	33	14	85	1,174
7:20 AM	0	4	2	1	0	3	8	6	0	0	23	5	0	7	18	14	91	1,190
7:25 AM	0	0	2	0	0	2	7	7	0	0	23	7	0	8	34	10	100	1,191
7:30 AM	0	3	1	1	0	2	6	6	0	1	20	3	0	7	24	6	80	1,201
7:35 AM	0	0	2	0	0	4	9	3	0	0	31	2	0	4	36	15	106	1,210
7:40 AM	0	3	0	4	0	0	6	4	0	3	23	1	0	2	25	10	81	1,230
7:45 AM	0	6	4	1	0	2	12	4	0	2	32	2	0	6	43	14	128	1,257
7:50 AM	0	3	0	0	0	3	6	2	0	4	36	2	0	3	42	9	110	1,263
7:55 AM	0	6	2	1	0	4	15	7	0	1	23	2	0	2	30	19	112	1,274
8:00 AM	0	2	4	0	0	0	3	7	0	0	30	2	0	5	36	11	100	1,288
8:05 AM	0	1	0	1	0	5	8	5	0	1	34	1	0	2	31	10	99	
8:10 AM	0	1	1	1	0	3	6	1	0	3	20	3	0	3	33	7	82	
8:15 AM	0	2	4	0	0	2	11	4	0	1	18	1	0	5	41	12	101	
8:20 AM	0	3	1	2	0	3	3	3	0	3	34	2	0	3	27	8	92	
8:25 AM	0	4	4	1	0	1	4	5	0	3	42	2	0	3	36	5	110	
8:30 AM	0	5	3	1	0	5	7	3	0	3	15	4	0	5	32	6	89	
8:35 AM	0	6	1	0	0	4	10	10	0	4	45	4	0	2	34	6	126	
8:40 AM	0	7	0	0	0	3	10	4	0	5	33	1	0	6	31	8	108	
8:45 AM	0	7	2	3	0	1	4	8	0	3	38	3	0	10	40	15	134	
8:50 AM	0	5	1	0	0	1	5	7	0	3	38	1	0	4	44	12	121	
8:55 AM	0	3	1	0	0	7	6	7	0	2	43	3	0	9	31	14	126	
Count Total	0	80	35	23	0	60	166	118	0	51	662	60	0	112	752	241	2,360	
Peak Hour	0	46	22	9	0	35	77	64	0	31	390	27	0	57	416	114	1,288	

Location: 1 NE 136th Ave & NE 4th St AM

Traffic Counts - Heavy Vehicles, Bicycles on Road, and Pedestrians/Bicycles on Crosswalk

Interval Start Time	Heavy Vehicles					Interval Start Time	Bicycles on Roadway					Interval Start Time	Pedestrians/Bicycles on Crosswalk				
	EB	NB	WB	SB	Total		EB	NB	WB	SB	Total		EB	NB	WB	SB	Total
7:00 AM	0	1	0	2	3	7:00 AM	0	0	0	0	0	7:00 AM	0	0	0	0	0
7:05 AM	0	1	0	4	5	7:05 AM	0	0	0	0	0	7:05 AM	0	0	0	0	0
7:10 AM	0	0	0	4	4	7:10 AM	0	0	0	0	0	7:10 AM	0	0	0	0	0
7:15 AM	0	1	1	6	8	7:15 AM	0	0	0	0	0	7:15 AM	0	0	0	0	0
7:20 AM	0	0	0	6	6	7:20 AM	0	0	0	1	1	7:20 AM	0	0	0	0	0
7:25 AM	0	2	1	5	8	7:25 AM	0	0	1	0	1	7:25 AM	0	0	0	0	0
7:30 AM	0	0	0	1	1	7:30 AM	0	0	0	0	0	7:30 AM	0	0	0	0	0
7:35 AM	0	2	0	3	5	7:35 AM	0	0	0	0	0	7:35 AM	0	0	0	0	0
7:40 AM	0	1	0	3	4	7:40 AM	0	0	0	0	0	7:40 AM	0	0	0	0	0
7:45 AM	1	2	0	5	8	7:45 AM	0	0	0	0	0	7:45 AM	0	0	0	0	0
7:50 AM	0	7	1	1	9	7:50 AM	0	0	0	0	0	7:50 AM	0	0	0	0	0
7:55 AM	1	0	1	4	6	7:55 AM	0	0	0	0	0	7:55 AM	1	0	0	0	1
8:00 AM	0	1	1	2	4	8:00 AM	0	0	0	0	0	8:00 AM	0	0	0	0	0
8:05 AM	1	4	0	2	7	8:05 AM	0	0	0	0	0	8:05 AM	0	0	0	2	2
8:10 AM	0	1	0	2	3	8:10 AM	0	0	0	0	0	8:10 AM	1	0	0	0	1
8:15 AM	1	2	1	1	5	8:15 AM	0	0	0	0	0	8:15 AM	0	0	0	0	0
8:20 AM	0	1	0	1	2	8:20 AM	0	0	0	0	0	8:20 AM	1	0	0	0	1
8:25 AM	1	2	0	0	3	8:25 AM	0	1	0	0	1	8:25 AM	0	0	0	0	0
8:30 AM	0	1	1	0	2	8:30 AM	0	0	0	0	0	8:30 AM	0	0	0	0	0
8:35 AM	0	4	0	2	6	8:35 AM	0	0	0	0	0	8:35 AM	1	0	0	0	1
8:40 AM	0	1	0	4	5	8:40 AM	0	0	0	0	0	8:40 AM	0	0	0	0	0
8:45 AM	0	5	0	1	6	8:45 AM	0	0	0	0	0	8:45 AM	1	0	0	0	1
8:50 AM	0	2	0	1	3	8:50 AM	0	0	0	0	0	8:50 AM	1	0	2	1	4
8:55 AM	0	2	1	1	4	8:55 AM	0	0	1	0	1	8:55 AM	0	0	0	0	0
Count Total	5	43	8	61	117	Count Total	0	1	2	1	4	Count Total	6	0	2	3	11
Peak Hour	3	26	4	17	50	Peak Hour	0	1	1	0	2	Peak Hour	5	0	2	3	10



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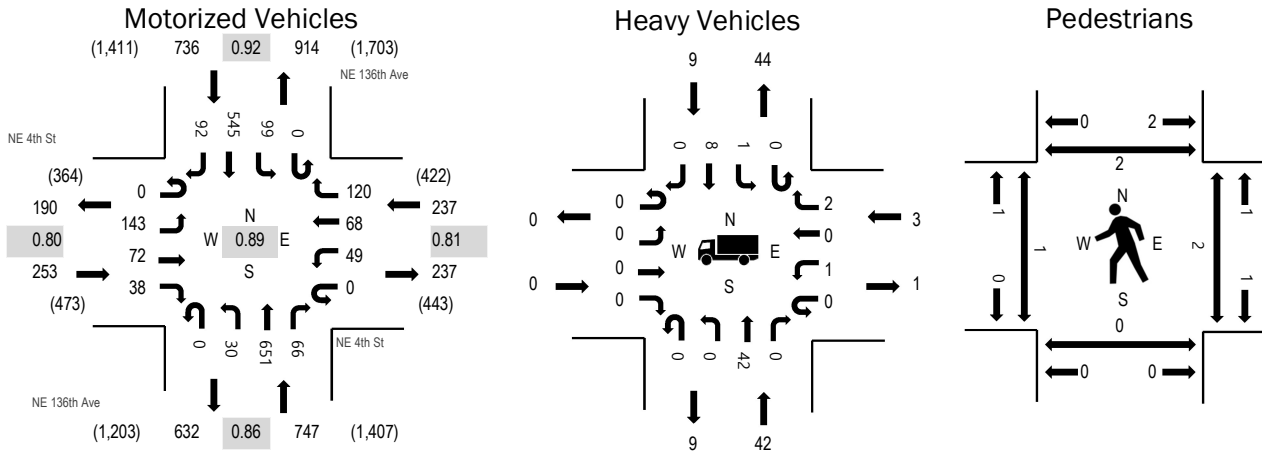
Location: 1 NE 136th Ave & NE 4th St PM

Date: Tuesday, September 28, 2021

Peak Hour: 04:10 PM - 05:10 PM

Peak 15-Minutes: 04:10 PM - 04:25 PM

Peak Hour



Note: Total study counts contained in parentheses.

	HV%	PHF
EB	0.0%	0.80
WB	1.3%	0.81
NB	5.6%	0.86
SB	1.2%	0.92
All	2.7%	0.89

Traffic Counts - Motorized Vehicles

Interval Start Time	NE 4th St Eastbound				NE 4th St Westbound				NE 136th Ave Northbound				NE 136th Ave Southbound				Total	Rolling Hour
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right		
4:00 PM	0	5	7	3	0	2	5	5	0	3	52	5	0	9	55	9	160	1,933
4:05 PM	0	13	3	4	0	7	5	10	0	4	49	5	0	8	42	8	158	1,943
4:10 PM	0	17	10	7	0	3	8	10	0	4	57	10	0	6	44	12	188	1,973
4:15 PM	0	15	4	2	0	5	8	9	0	1	58	3	0	6	59	4	174	1,966
4:20 PM	0	13	3	3	0	3	5	13	0	4	74	7	0	8	51	9	193	1,936
4:25 PM	0	18	4	2	0	1	7	5	0	3	55	2	0	4	46	0	147	1,894
4:30 PM	0	7	9	1	0	4	5	12	0	3	41	4	0	12	51	6	155	1,899
4:35 PM	0	10	5	2	0	4	8	5	0	3	52	4	0	7	43	10	153	1,876
4:40 PM	0	6	2	5	0	5	2	14	0	2	44	6	0	17	42	4	149	1,870
4:45 PM	0	14	5	3	0	3	3	6	0	3	50	2	0	10	52	11	162	1,862
4:50 PM	0	3	3	4	0	1	3	12	0	1	59	5	0	5	35	5	136	1,845
4:55 PM	0	10	7	3	0	4	9	13	0	3	51	9	0	5	35	9	158	1,817
5:00 PM	0	11	11	3	0	7	5	8	0	2	55	6	0	7	39	16	170	1,780
5:05 PM	0	19	9	3	0	9	5	13	0	1	55	8	0	12	48	6	188	
5:10 PM	0	15	6	3	0	4	6	11	0	3	49	7	0	5	65	7	181	
5:15 PM	0	11	6	2	0	4	5	10	0	1	54	11	0	4	27	9	144	
5:20 PM	0	15	13	6	0	2	3	5	0	4	47	5	0	4	38	9	151	
5:25 PM	0	12	2	2	0	2	4	10	0	0	58	5	0	6	44	7	152	
5:30 PM	0	9	3	1	0	4	5	5	0	1	47	5	0	7	38	7	132	
5:35 PM	0	9	10	0	0	3	6	11	0	4	42	7	0	9	38	8	147	
5:40 PM	0	10	7	0	0	2	6	9	0	1	44	3	0	7	41	11	141	
5:45 PM	0	15	5	1	0	5	2	4	0	2	54	1	0	4	47	5	145	
5:50 PM	0	3	4	1	0	2	4	4	0	0	43	1	0	8	32	6	108	
5:55 PM	0	8	6	0	0	4	5	4	0	2	37	4	0	4	40	7	121	
Count Total	0	268	144	61	0	90	124	208	0	55	1,227	125	0	174	1,052	185	3,713	
Peak Hour	0	143	72	38	0	49	68	120	0	30	651	66	0	99	545	92	1,973	

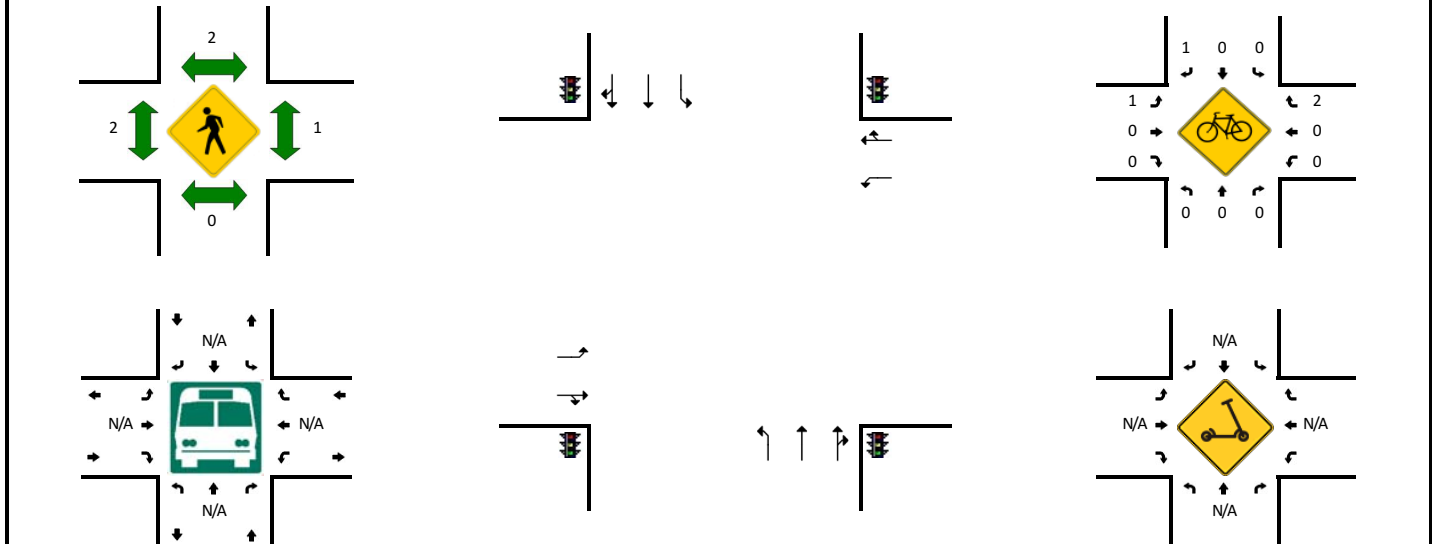
Location: 1 NE 136th Ave & NE 4th St PM

Traffic Counts - Heavy Vehicles, Bicycles on Road, and Pedestrians/Bicycles on Crosswalk

Interval Start Time	Heavy Vehicles					Interval Start Time	Bicycles on Roadway					Interval Start Time	Pedestrians/Bicycles on Crosswalk				
	EB	NB	WB	SB	Total		EB	NB	WB	SB	Total		EB	NB	WB	SB	Total
4:00 PM	0	4	1	5	10	4:00 PM	0	0	0	0	0	4:00 PM	1	0	0	0	1
4:05 PM	0	4	2	3	9	4:05 PM	0	0	0	0	0	4:05 PM	1	0	0	0	1
4:10 PM	0	2	1	1	4	4:10 PM	0	0	0	0	0	4:10 PM	0	0	0	0	0
4:15 PM	0	3	1	1	5	4:15 PM	1	0	0	0	1	4:15 PM	0	0	0	1	1
4:20 PM	0	9	0	2	11	4:20 PM	0	0	0	0	0	4:20 PM	0	0	0	0	0
4:25 PM	0	6	0	1	7	4:25 PM	0	0	0	0	0	4:25 PM	0	0	0	1	1
4:30 PM	0	1	0	0	1	4:30 PM	0	0	0	0	0	4:30 PM	0	0	0	0	0
4:35 PM	0	5	0	2	7	4:35 PM	0	0	0	0	0	4:35 PM	0	0	1	1	2
4:40 PM	0	4	0	1	5	4:40 PM	0	0	0	0	0	4:40 PM	0	0	0	0	0
4:45 PM	0	3	0	0	3	4:45 PM	0	0	1	0	1	4:45 PM	0	0	0	0	0
4:50 PM	0	5	1	0	6	4:50 PM	0	0	0	0	0	4:50 PM	1	0	0	0	1
4:55 PM	0	2	0	1	3	4:55 PM	0	0	0	0	0	4:55 PM	0	0	1	0	1
5:00 PM	0	2	0	0	2	5:00 PM	0	1	0	0	1	5:00 PM	0	0	0	0	0
5:05 PM	0	0	0	0	0	5:05 PM	1	0	0	0	1	5:05 PM	0	0	0	0	0
5:10 PM	0	0	0	1	1	5:10 PM	0	1	0	0	1	5:10 PM	0	1	0	0	1
5:15 PM	0	0	0	0	0	5:15 PM	0	0	0	0	0	5:15 PM	0	0	0	1	1
5:20 PM	0	0	0	0	0	5:20 PM	0	0	0	0	0	5:20 PM	0	0	0	0	0
5:25 PM	0	0	0	0	0	5:25 PM	0	0	0	0	0	5:25 PM	0	0	0	1	1
5:30 PM	0	0	0	0	0	5:30 PM	0	0	0	0	0	5:30 PM	0	0	0	0	0
5:35 PM	0	2	0	0	2	5:35 PM	0	0	0	0	0	5:35 PM	0	0	0	0	0
5:40 PM	0	0	0	1	1	5:40 PM	0	1	0	0	1	5:40 PM	0	0	0	0	0
5:45 PM	0	1	0	0	1	5:45 PM	0	0	0	0	0	5:45 PM	0	0	0	0	0
5:50 PM	0	1	0	0	1	5:50 PM	0	0	0	0	0	5:50 PM	0	0	0	0	0
5:55 PM	0	0	0	0	0	5:55 PM	0	0	0	0	0	5:55 PM	0	0	0	0	0
Count Total	0	54	6	19	79	Count Total	2	3	1	0	6	Count Total	3	1	2	5	11
Peak Hour	0	42	3	9	54	Peak Hour	2	1	1	0	4	Peak Hour	1	0	2	3	6

LOCATION: NE 136th Ave -- NE 4th St**CITY/STATE:** Vancouver, WA**QC JOB #:** 14589701**DATE:** Thu, Jan 11 2018

Peak-Hour: 7:40 AM -- 8:40 AM
 Peak 15-Min: 7:50 AM -- 8:05 AM

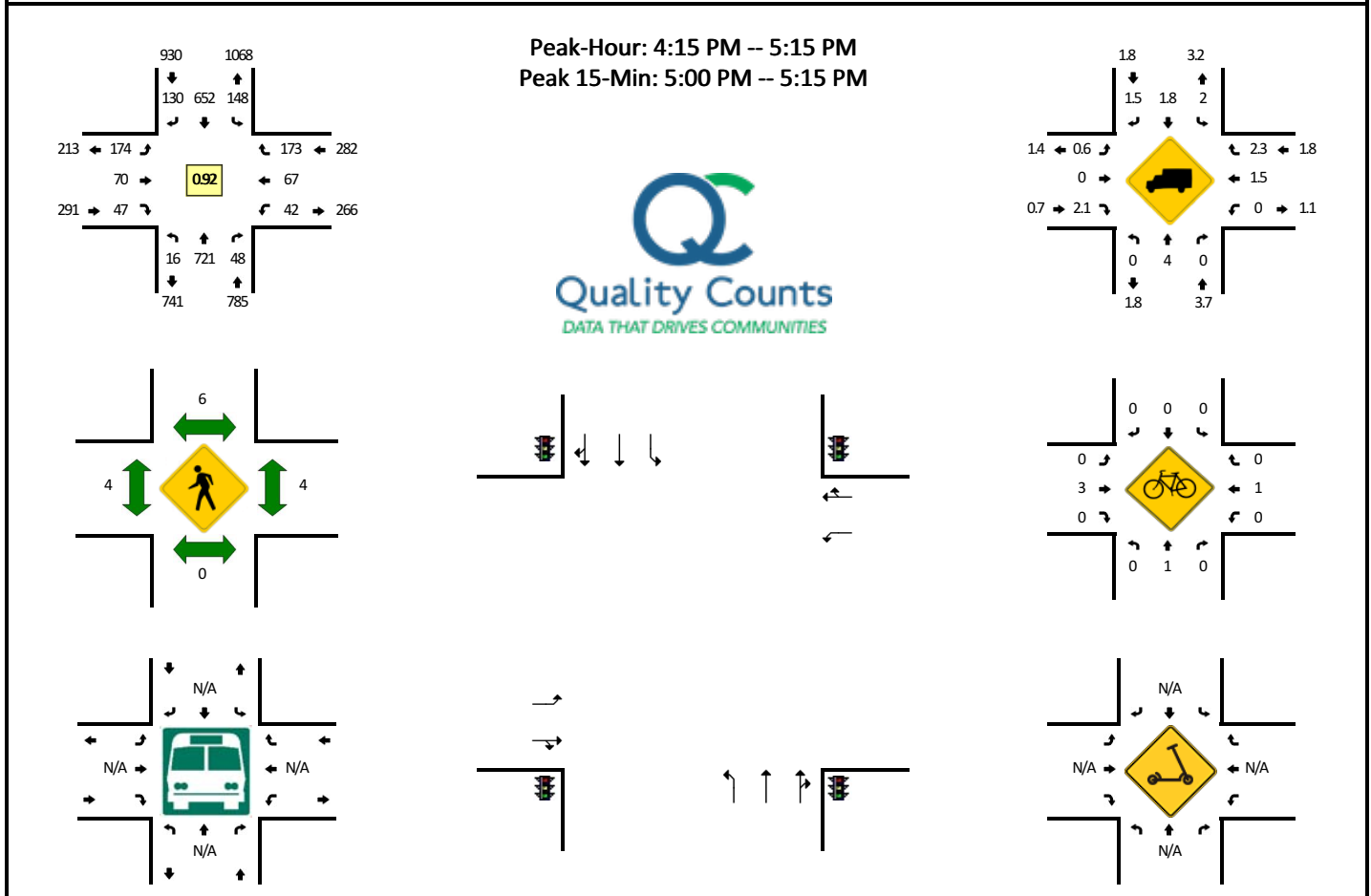


5-Min Count Period Beginning At	NE 136th Ave (Northbound)				NE 136th Ave (Southbound)				NE 4th St (Eastbound)				NE 4th St (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	1	20	5	0	3	38	6	0	1	0	1	0	1	1	3	0	80	
7:05 AM	2	17	0	0	5	34	2	0	3	1	0	0	1	4	6	0	75	
7:10 AM	1	17	4	0	8	26	8	0	5	3	2	0	1	4	6	0	85	
7:15 AM	2	20	1	0	7	30	7	0	1	1	1	0	1	3	4	0	78	
7:20 AM	1	17	5	0	10	25	5	0	1	1	1	0	1	6	6	0	79	
7:25 AM	2	28	3	0	6	37	19	0	7	1	1	0	1	3	4	0	112	
7:30 AM	0	32	4	0	0	30	16	0	4	2	2	0	2	5	8	0	105	
7:35 AM	1	22	0	0	3	19	10	0	1	3	0	0	2	10	9	0	80	
7:40 AM	4	31	2	0	3	52	21	0	2	1	1	0	1	7	8	0	133	
7:45 AM	1	37	2	0	6	44	14	0	4	6	2	0	2	8	8	0	134	
7:50 AM	1	36	2	0	7	44	21	0	3	3	2	0	3	11	21	0	154	
7:55 AM	3	45	1	0	12	37	20	0	3	0	3	0	1	5	13	0	143	1258
8:00 AM	6	49	5	0	6	51	20	0	6	3	3	0	3	12	11	0	175	1353
8:05 AM	2	29	2	0	4	37	12	0	6	0	2	0	1	9	6	0	110	1388
8:10 AM	4	37	2	0	3	36	11	0	5	1	2	0	2	2	15	0	120	1423
8:15 AM	4	25	0	0	3	42	12	0	2	2	2	0	2	5	7	0	106	1451
8:20 AM	2	37	0	0	4	40	9	0	5	1	1	0	1	9	11	0	120	1492
8:25 AM	0	36	0	0	3	40	10	0	2	1	1	0	3	7	5	0	108	1488
8:30 AM	1	35	2	0	7	44	11	0	4	0	0	0	1	1	9	0	115	1498
8:35 AM	2	34	1	0	14	39	17	0	3	4	4	0	2	6	8	0	134	1552
8:40 AM	2	32	3	0	9	39	8	0	2	2	0	0	1	7	6	0	111	1530
8:45 AM	2	40	1	0	9	40	10	0	8	1	1	0	0	11	4	0	127	1523
8:50 AM	1	36	1	0	11	39	15	0	5	0	1	0	1	10	5	0	125	1494
8:55 AM	2	38	3	0	7	34	13	0	0	3	0	0	2	4	4	0	110	1461
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	40	520	32	0	100	528	244	0	48	24	32	0	28	112	180	0	1888	
Heavy Trucks	0	24	0	0	0	32	0	0	0	0	0	0	0	4	4	0	64	
Buses																		
Pedestrians		0				0				0				0			0	
Bicycles	0	0	0		0	0	4		0	0	0		0	0	0		4	
Scooters																		

Comments:

LOCATION: NE 136th Ave -- NE 4th St
CITY/STATE: Vancouver, WA

QC JOB #: 14589702
DATE: Thu, Jan 11 2018



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	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	3	80	6	0	9	50	15	0	16	4	4	0	10	11	16	0	224	
4:05 PM	2	59	8	0	5	48	19	0	20	5	0	0	6	10	21	0	203	
4:10 PM	3	64	7	0	11	56	5	0	11	8	2	0	5	9	15	0	196	
4:15 PM	2	61	4	0	10	54	13	0	17	6	5	0	6	4	19	0	201	
4:20 PM	4	59	3	0	17	54	13	0	10	6	4	0	2	2	15	0	189	
4:25 PM	1	70	9	0	15	34	14	0	9	6	7	0	9	2	17	0	193	
4:30 PM	3	59	2	0	11	51	14	0	8	5	3	0	4	8	21	0	189	
4:35 PM	1	58	6	0	9	50	11	0	17	5	4	0	2	6	17	0	186	
4:40 PM	0	57	1	0	14	58	10	0	13	9	4	0	5	8	11	0	190	
4:45 PM	1	56	1	0	14	56	14	0	16	8	1	0	1	4	12	0	184	
4:50 PM	1	57	5	0	7	45	7	0	10	3	3	0	1	8	11	0	158	
4:55 PM	0	55	7	0	11	59	7	0	13	1	3	0	0	6	11	0	173	2286
5:00 PM	1	64	5	0	13	60	10	0	18	5	4	0	6	6	14	0	206	2268
5:05 PM	2	67	3	0	17	59	5	0	28	7	3	0	4	6	12	0	213	2278
5:10 PM	0	58	2	0	10	72	12	0	15	9	6	0	2	7	13	0	206	2288
5:15 PM	3	40	3	0	19	48	9	0	21	5	4	0	6	5	13	0	176	2263
5:20 PM	4	59	4	0	15	59	10	0	17	6	3	0	0	3	8	0	188	2262
5:25 PM	0	47	2	0	12	38	4	0	13	8	4	0	2	8	7	0	145	2214
5:30 PM	2	55	4	0	8	55	7	0	11	4	2	0	2	2	14	0	166	2191
5:35 PM	2	62	2	0	11	66	9	0	12	7	7	0	2	3	12	0	195	2200
5:40 PM	5	47	5	0	8	54	8	0	11	4	1	0	3	8	9	0	163	2173
5:45 PM	2	56	2	0	11	57	12	0	10	4	3	0	2	4	5	0	168	2157
5:50 PM	2	61	3	0	10	45	7	0	8	5	3	0	6	7	11	0	168	2167
5:55 PM	3	49	3	0	6	46	10	0	5	3	2	0	1	6	9	0	143	2137
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	12	756	40	0	160	764	108	0	244	84	52	0	48	76	156	0	2500	
Heavy Trucks	0	12	0	0	0	16	0	0	0	0	0	0	0	0	4	0	32	
Buses																		
Pedestrians	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
Bicycles	0	4	0	0	0	0	0	0	0	4	0	0	0	0	0	0	8	
Scooters																		

Comments:

Queuing and Blocking Report

2023 Buildout Conditions - AM Peak Hour

12/23/2021

Intersection: 1: NE 136th Avenue & NE 4th Street

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	TR	L	T	TR
Maximum Queue (ft)	77	71	60	154	62	131	130	101	183	176
Average Queue (ft)	30	27	17	73	22	66	62	36	86	75
95th Queue (ft)	64	59	45	128	53	113	114	73	151	144
Link Distance (ft)		429		614		1133	1133		473	473
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	170		175		315			165		
Storage Blk Time (%)				0					0	
Queuing Penalty (veh)				0					0	

Intersection: 2: NE 136th Avenue & Site Access

Movement	WB	SB
Directions Served	LR	L
Maximum Queue (ft)	49	21
Average Queue (ft)	18	1
95th Queue (ft)	42	11
Link Distance (ft)	375	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		315
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Queuing and Blocking Report
2023 Buildout Conditions - PM Peak Hour

12/23/2021

Intersection: 1: NE 136th Avenue & NE 4th Street

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	TR	L	T	TR
Maximum Queue (ft)	165	170	111	241	51	254	258	156	227	234
Average Queue (ft)	84	55	33	101	15	137	137	70	120	105
95th Queue (ft)	143	115	76	182	43	217	221	127	197	189
Link Distance (ft)		429		614		977	977		473	473
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	170		175		315			165		
Storage Blk Time (%)	1	0		2		0		0	2	
Queuing Penalty (veh)	1	0		1		0		0	3	

Intersection: 2: NE 136th Avenue & Site Access

Movement	WB	SB
Directions Served	LR	L
Maximum Queue (ft)	45	35
Average Queue (ft)	15	5
95th Queue (ft)	41	23
Link Distance (ft)	375	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		315
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 5

MEMORANDUM

DATE: December 6, 2021

TO: MAJ Development Corporation
Attention: Ms. Brandi Ho

FROM: Daniel J. Trisler, PE
Maggie Parks, PhD

RE: **Geotechnical Report Addendum #1**
Jens Pointe North and South
Vancouver, Washington
0203128-000

CC: Olson Engineering – Peter Tuck, Mike Odren
Tiland/Schmidt Architects – Frank Schmidt, Casey Yamashita, Grant Hunter
Team Construction – Paul Hodge, Eric Lindberg



Hart Crowser, a division of Haley & Aldrich, (Hart Crowser), is pleased to submit this addendum to MAJ Development Corporation (MAJ) regarding the Jens Pointe project in Vancouver, Washington. The project has been expanded to include properties to the north and south, resulting in two additional developments: Jens Pointe North Apartments and Jens Pointe South Apartments.

This memorandum and all attachments should be considered supplemental to our geotechnical report titled "Report of Geotechnical Engineering Services, Jens Pointe, 136th Avenue Apartments, Vancouver, Washington," dated September 29, 2021 (Geotechnical Report).

Our specific scope of work for the addendum was detailed in our contract change agreement with MAJ, dated November 18, 2021, and included reviewing the updated development plan, reviewing our past report, and preparing this addendum summarizing our findings and any updated recommendations.

Project Understanding

We understand that since the Geotechnical Report was prepared, two additional, contiguous parcels (986036100 and 986036103) were combined with the original parcels (986036101, 986036102, 986036104, and 986036105) described in the Geotechnical Report, as shown on the attached Figures 1



and 2. Parcel 98603103 is currently being called the Jens Pointe North Apartments, and Parcel 986036100 as the Jens Pointe South Apartments. The combined property is generally rectangular and bordered by NE 4th Street to the north, NE 136th Avenue to the west, a commercial property to the south, and apartment buildings to the east. The parcels total approximately 8.42 acres in size.

The parcels are currently undeveloped and covered with grass. The current overall development plan we reviewed includes up to 2 four-story buildings, 7 three-story buildings, 2 two-story buildings, a three-story garage building (with overhead living space), and a one-story community center. One three-story building includes approximately 1,850 square feet of office/retail space. A total of approximately 240 apartment units will be constructed. Associated parking, landscaping, storage units, parking stalls, and common areas (including a pool at the community building) would be included in the development.

As stated in our original report, we anticipate that the buildings will be supported on shallow footings with structural loads between 3 and 5 kips/lineal foot for strip footings and up to 100 kips for column footings. Based on the level nature of the site, we anticipate that grading will be relatively minor with mass cuts and fills less than approximately 3 feet deep/thick. We anticipate that new paving will be constructed throughout the site, including asphalt drive aisles and parking stalls, and possibly concrete sidewalks and trash container pads. If feasible, stormwater will be disposed of on-site via infiltration systems.

Updated Geotechnical Findings

Hart Crowser reviewed the proposed site layout and the Geotechnical Report. Based on our review, it is our opinion that the findings, recommendations, and conclusions contained within the Geotechnical Report are applicable to the Jens Pointe North and Jens Pointe South developments. The Geotechnical Report may be used for the design of the Jens Pointe North and Jens Pointe South development, provided that the assumptions regarding structural loading and grading remain valid.

We recommend that Hart Crowser be retained to monitor construction at the site to confirm that subsurface conditions are consistent with the site explorations and to confirm that the intent of project plans and specifications relating to earthwork and foundation construction are being met. In particular, we should conduct confirmation infiltration testing at the Jens Pointe North and South parcels to confirm that similar infiltration rates are present on those parcels.



Limitations

We have prepared this addendum for the exclusive use of MAJ Development Corporation and their authorized agents for the Jens Pointe Apartments, Jens Pointe North Apartments, and Jens Pointe South Apartments in Vancouver, Washington.

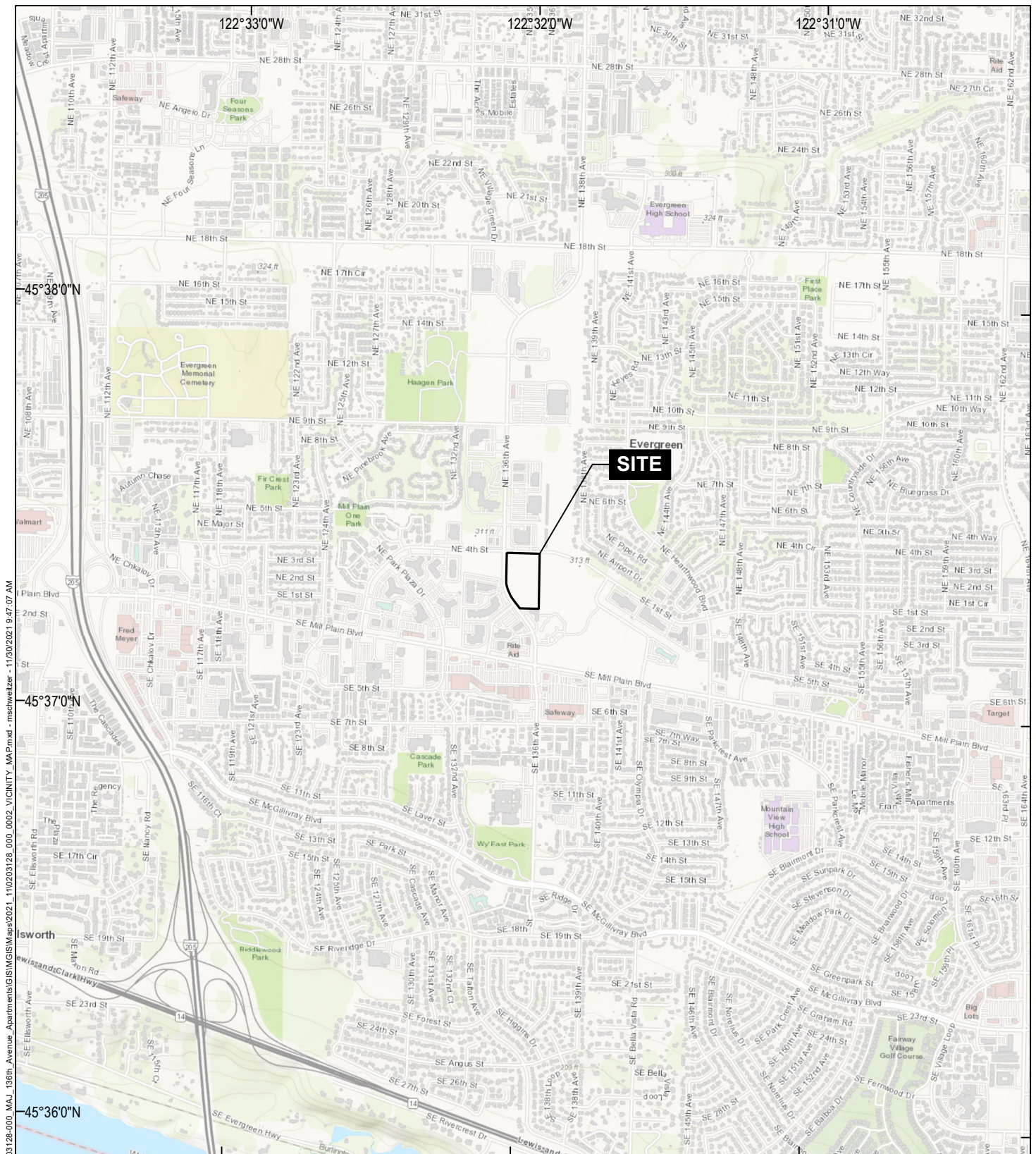
Within the limitations of scope, schedule, and budget, our services have been executed in accordance with generally accepted practices in the field of geotechnical engineering in this area at the time this memorandum was prepared. No warranty, express or implied, should be understood.

Attachments:

Figure 1 – Vicinity Map

Figure 2 –Site Plan

\\\\haleyaldrich.com\\share\\pdx_data\\Notebooks\\0203128-000_MAJ_136th_Ave_Apts-Jens_Pointe\\Deliverables\\Memos\\Jens Point North and South Addendum\\2021_1206_HCHA_Jens Point North and South Addendum Memo_F.docx



GIS: \\haley.aldrich.com\share\pdfs_data\Notebooks\0203128-000_0002_VICINITY_MAP.mxd - mschweitzer - 11/30/2021 9:47:07 AM



MAP SOURCE: ESRI
SITE COORDINATES: 45°37'20"N, 122°32'1"W

HARTCROWSER
A division of Haley & Aldrich

136TH AVENUE APARTMENTS
NE 136TH AVENUE AND NE 4TH STREET
VANCOUVER, WASHINGTON

VICINITY MAP

APPROXIMATE SCALE: 1 IN = 2000 FT
DECEMBER 2021

FIGURE 1

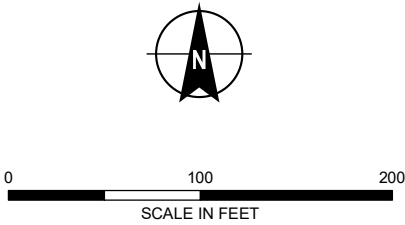
GIS:\haleyaldrich.com\share\pdx_data\Notebooks\0203 28-000 MAJ_136th Avenue Apartments\GIS\GISMaps\2021_110203128_000_000_1 SITE PLAN.mxd - mschweitzer - 12/1/2021 10:44:11 AM



LEGEND

- TEST PIT
- TEST PIT WITH INFILTRATION TEST
- TAX LOT
- PROJECT BOUNDARY

- NOTES**
1. BASE MAP SOURCE: MAJ MASTER SITE PLAN, 19 NOVEMBER 2021
 2. ASSESSOR PARCEL DATA SOURCE: CLARK COUNTY
 3. AERIAL IMAGERY SOURCE: NEARMAP, 13 APRIL 2021
 4. INFILTRATION TESTS COMPLETED IN PITS EXCAVATED IMMEDIATELY ADJACENT TO NUMBERED TEST PIT LOCATION.



HARTCROWSER 136TH AVENUE APARTMENTS
A division of Haley & Aldrich NE 136TH AVENUE AND NE 4TH STREET
VANCOUVER, WASHINGTON

SITE PLAN

DECEMBER 2021

FIGURE 2

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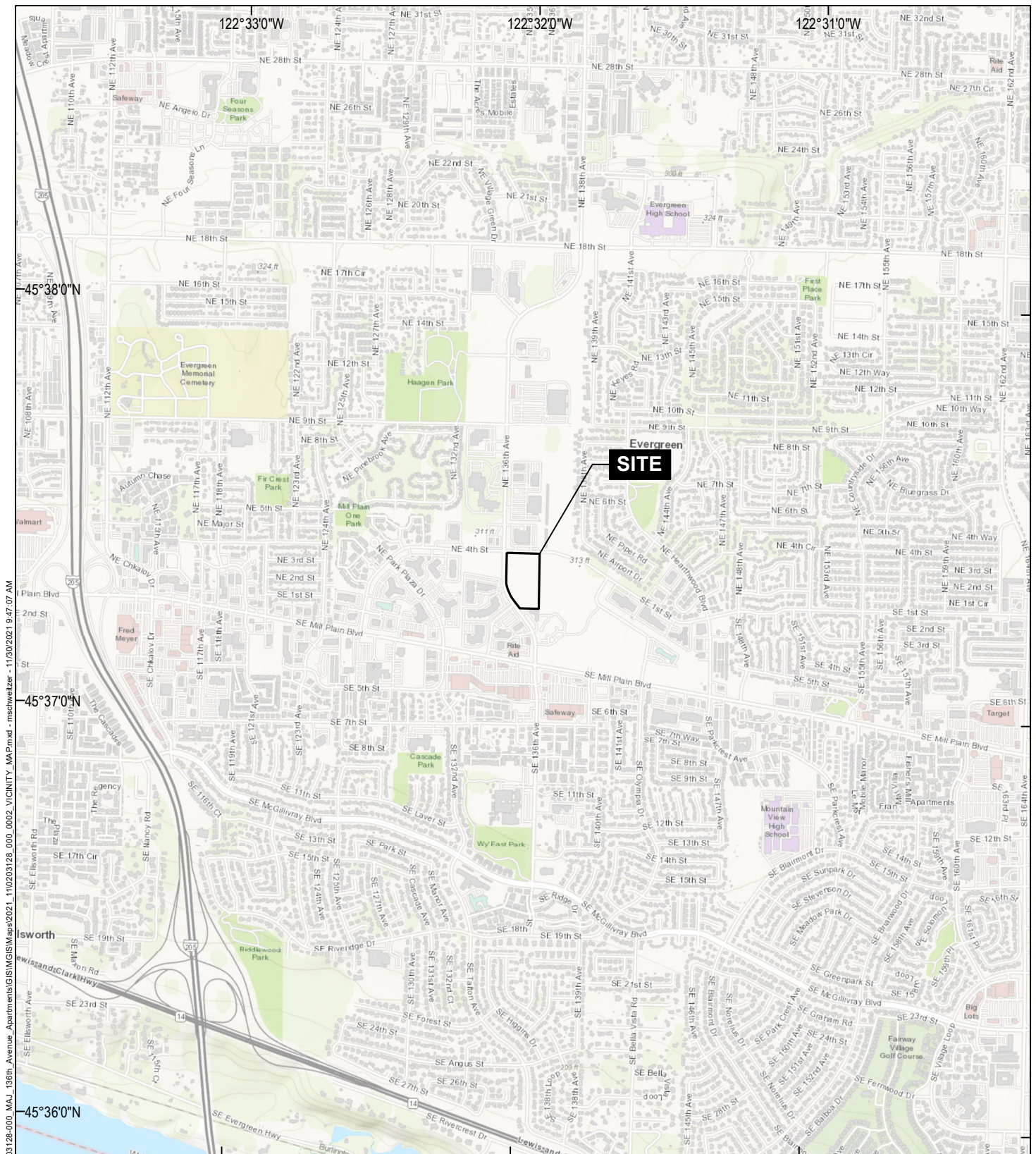
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136TH AVENUE APARTMENTS
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VICINITY MAP

APPROXIMATE SCALE: 1 IN = 2000 FT
DECEMBER 2021

FIGURE 1

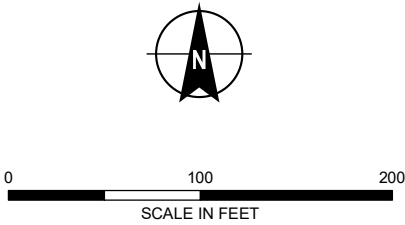
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HARTCROWSER 136TH AVENUE APARTMENTS
A division of Haley & Aldrich NE 136TH AVENUE AND NE 4TH STREET
VANCOUVER, WASHINGTON

SITE PLAN

DECEMBER 2021

FIGURE 2

Land Surveying Civil Engineering Land Use Planning Landscape Architecture

CITY OF VANCOUVER

PRELIMINARY INFORMATION REPORT

JENS POINTE APARTMENTS

JOB # 4878.02.01

PRJ-167483 / PIR-81614

REVIEWED BY: PETER TUCK, P.E.

DESIGNED BY: TYLER BRINKMAN

OLSON ENGINEERING COPY

The Olson Engineering logo, featuring the word "OLSON" in a bold, black, sans-serif font. The letter "O" is stylized with a red and white crosshair design. A horizontal red line extends from the right side of the "O" across the page. The background of the bottom section is a black silhouette illustration of a surveyor in a hard hat and safety vest, holding a surveying instrument on a tripod. The surveyor is positioned on the left, looking towards the right. In the background, there are silhouettes of mountains, a city skyline with various buildings, and a bridge. The entire illustration is set against a black background with a red border at the bottom.

OLSON

PRELIMINARY STORMWATER REPORT

TECHNICAL INFORMATION REPORT

Jens Pointe Apartments

MAJ Pointe, LLC

PROJECT NO. 4878.02.01

PRJ-167483 / PIR-81614



December 17, 2021

Designed by: Tyler Brinkman
Reviewed by: Peter Tuck, P.E.

Olson Engineering, Inc.
222 E Evergreen Blvd
Vancouver, WA 98660
(360) 695-1385

REVISION	BY	DATE	COMMENTS

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Soils Map
Wellhead Protection (Water, Sewer and Storm Systems)
Floodplains (Environmental Constraints I and II)

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Appendix B	Figure 3.2: Flow Chart for Determining Requirements for New Development Figure III-1.1: Runoff Treatment BMP Selection Flow Chart
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Appendix D	WWHM Infiltration Sizing Report
Appendix E	Report of Geotechnical Engineering Services by Hart Crowser dated September 29, 2021 Hart Crowser Addendum #1 dated December 6 th , 2021
Appendix F	Excerpts from Stormwater Facility Maintenance Manual by Clark County Public Works Department
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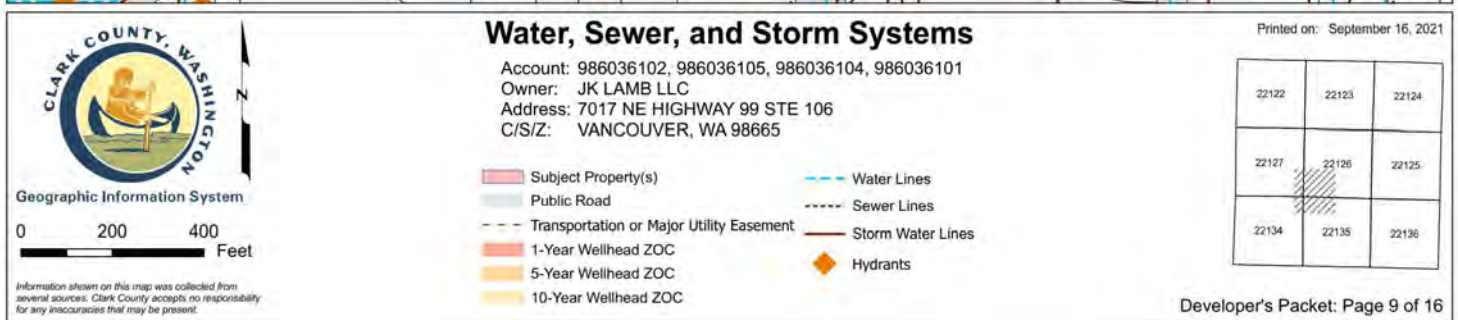
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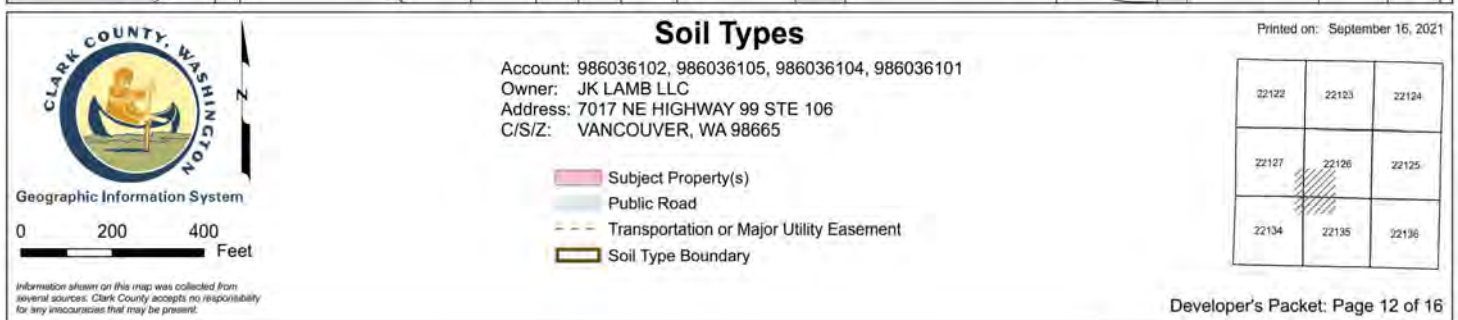
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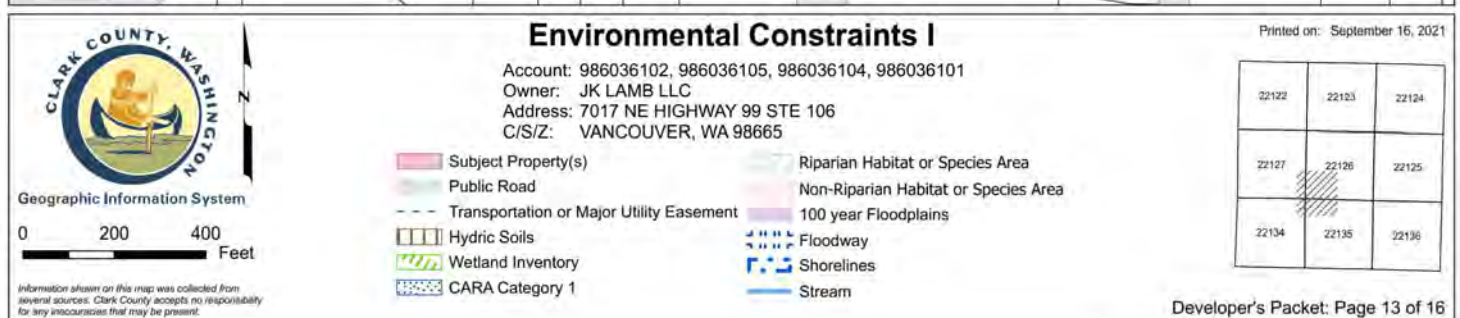
● Location of Subject Property(s)

Printed on: September 16, 2021











Section A – Project Overview

1. Describe the site location.

The site is located south of NE 4th Street and east of NE 136th Avenue in Vancouver, Washington. The site is comprised of tax lots 986036100, 986036101, 986036102, 986036103, 986036104 and 986036105.

2. Describe the topography, natural drainage patterns, vegetative ground cover, and presence of critical areas (CCC Chapter 40.440).

The site is an existing flat grass lot. There are no critical areas onsite.

3. Identify and discuss existing onsite stormwater systems and their functions

There are no existing onsite stormwater systems. There are existing catch basins along both frontage roads, NE 4th Street and NE 136th Avenue with associated treatment and infiltration systems.

4. Identify and discuss site parameters that influence stormwater system design.

The site is flat. The soils in this area are suitable for infiltration. All stormwater will be infiltrated onsite.

5. Describe drainage to and from adjacent properties.

The site is bounded by an apartment complex on the east, street frontage on the north and west side, and commercial development on the south all of which have storm systems already installed. No runoff currently enters or leaves the site, and this will be the same after the project is completed.

6. Describe adjacent areas, including streams, lakes, wetland areas, residential areas, and roads that might be affected by the construction project.

The site is bounded by an apartment complex on the east and commercial properties across the frontage roads along the north and west and on the south. There are no streams, lakes, wetland areas that may be affected by this construction project. There could be minor impacts to the frontage roads and associated commercial properties during construction of the project.

7. Generally, describe proposed site construction, size of improvements, and proposed methods of mitigating stormwater runoff quantity and quality impacts.

The project site includes six (6) parcels, parcel #986036100, #986036101, #986036102, #986036103, #986036104 and #986036105. The six parcels total 8.42 acres per Clark County GIS. The six parcels have no existing improvements. Improvements will include 2.11 acres of building area, 2.52 acres of landscape area, 0.59 acres of sidewalk, and 2.93 acres of pavement area.

Runoff from paved areas will be collected and routed to BioPod biofilter systems prior to infiltration trenches. All runoff from roof and landscape areas will be routed directly to infiltration systems.

Section B – Minimum Requirements

A. Describe the land-disturbing activity and document the applicable Minimum Requirements for the project site (See Section 4-1.01 and 4-1.02). Include the following information in table format:

1. The amount of existing impervious surface.
2. The amount of new impervious surface.
3. The amount of replaced impervious surface.
4. The amount of native vegetation converted to lawn or landscaping.
5. The total amount of land-disturbing activity.

The six parcels (#986036100, #986036101, #986036102, #986036103, #986036104 and #986036105) lie within the same Threshold Discharge Area (TDA1). The entire site will be disturbed during construction. Figure 3.2 “Flow Chart for Determining Requirements for New Development” determines all 9 minimum requirements apply for this project because the project results in more than 5,000 square feet of new plus replaced hard surface.

	TDA 1
Existing Impervious Surface (Acres)	0.00
New Impervious Surface (Acres)	5.63
Replaced Impervious Surface (Acres)	0.00
Native vegetation converted to lawn or landscaping (Acres)	0.00
Native vegetation converted to pasture (Acres)	0.00
Total land-disturbing activity (Acres)	8.15

Table B1: Site Improvement Summary

This section shall discuss how each Minimum Requirement applicable to the project will be met.

Minimum Requirement #1 - Preparation of Stormwater Site Plans

A Preliminary Development Plan is included in Appendix H which is prepared to meet this requirement.

Minimum Requirement #2 - Construction Stormwater Pollution Prevention

An Erosion Control Plan and associated Construction Stormwater Pollution Prevention Plan (SWPPP) meeting the requirements of Minimum Requirement #2 will be developed with Final Construction Documents.

Minimum Requirement #3 - Source Control of Pollution

Source control BMPs will be determined during final design. Refer to Section D of this report for a preliminary list of proposed BMPs.

Minimum Requirement #4 - Preservation of Natural Drainage Systems and Outfalls

The existing site is generally flat. In the developed state, all onsite storm water will be infiltrated.

Minimum Requirement #5 - Onsite Stormwater Management BMPs

The onsite soils have been identified as Lauren gravelly loam. Based on soil tests by Hart Crowser, the infiltration rate below about 5 feet bgs is 100in/hr. Based on these findings infiltration is being proposed. The site is being modelled as a soil group 1. (See Report of Geotechnical Engineering Services in Appendix E).

According to Table 2.5.1 On-site Stormwater Management Requirements for Projects Triggering Minimum Requirements #1 - #9, New development on any parcel inside the UGA must meet the Low Impact Development Performance Standard and BMP T5.13; or List #2 (Applicant Option). Since 100% of runoff is being infiltrated, the project meets the LID performance standard.

Minimum Requirement #6 - Runoff Treatment Analysis and Design

Based on Figure III-1.1: Runoff Treatment BMP Selection Flow Chart, since all runoff is infiltrated, only a basic level of treatment is required. For this project a BioPod filter unit or approved equal has been chosen. (See Treatment Facility Selection Flow Chart in Appendix B).

Minimum Requirement #7 - Flow Control Analysis and Design

All runoff is being routed to infiltration trenches for disposal.

Minimum Requirement #8 - Wetlands Protection

This minimum requirement is not applicable because no wetlands exist onsite.

Minimum Requirement #9 - Operation and Maintenance

The storm system will be privately owned and maintained. Maintenance of the facilities will be in accordance with City of Vancouver Standards.

B. Provide a statement that confirms the Minimum Requirements that will apply to the development activity. For land-disturbing activities where Minimum Requirements #1 through #9 must be met:

- 1. Provide the amount of effective impervious area in each Threshold Discharge Area (TDA), and document through an approved continuous runoff simulation model (e.g., the Western Washington Hydrologic Model [WWHM]) the increase in the 100-year flood frequency from pre-developed to developed conditions for each TDA.**
- 2. List the TDAs that must meet the runoff treatment requirements listed in Minimum Requirement #6 and Section 4-6.**
- 3. List the TDAs that must meet the flow control requirements listed in Minimum Requirement #7 and Section 4-5.**

4. List the TDAs that must meet the wetlands protection requirements listed in Minimum Requirement #8 and VMC 20.740.

As previously mentioned, the project has one TDA and is required to meet Minimum Requirements 1 to 9.

The 2.93 acres of new asphalt pavement is classified as “Effective Pollution Generating Impervious Surface” (PGIS). The 2.52 acres of landscaping is classified as “Effective Pollution Generating Pervious Surface” (PGPS). The following table summarizes the additional characteristics that determine compliance with Minimum Requirements 6, 7, and 8:

	TDA 1
Effective Pollution Generating Impervious Surface (PGIS) (Acres)	2.93
Effective Pollution Generating Pervious Surface (PGPS) (Acres)	2.52
Does the Large Water Body Exemption apply to this project?	No
Does the 100-year runoff increase by more than 0.1 cfs?	No
Does the project discharge directly or indirectly (through a conveyance system) into a wetland?	No

Table B2: Additional Compliance Characteristics

As a result of these surface cover characteristics, the following Minimum Requirements are triggered for this project per the City of Camas Stormwater Design Standards Manual:

	TDA1
Minimum Requirement 2 (Construction Stormwater Pollution Prevention)	Yes
Minimum Requirements 1, 3, 4, and 5 (Stormwater Site Plans, Source Control, Preservation of Natural Drainage Systems & Outfalls, Onsite Stormwater Management)	Yes
Minimum Requirement 6 (Runoff Treatment)	Yes
Minimum Requirement 7 (Flow Control)	Yes
Minimum Requirement 8 (Wetlands Protection)	No

Table B3: Applicable Minimum Requirements

Section C – Soils Evaluation

The Preliminary Soils Evaluation shall be prepared by a registered professional engineer or engineering geologist proficient in geotechnical engineering or by a registered soil scientist and shall address (as a minimum) items 1 through 5 outlined in section 4.2 Infiltration Investigation Report of “A Review of Infiltration Standards and Practices in Clark County” (SWWASCE Infiltration Standards) SWWASCE 2009. (See Appendix B)

A preliminary report shall be prepared that outlines the findings of the Preliminary Soils Evaluation, discusses the feasibility of the use of infiltration facilities or LID practices which rely upon infiltration, and provides preliminary recommendations for the design and construction of infiltration facilities. The report shall include relevant portions of the soils map from NRCS National Soil Survey Handbook (NRCS 2007), the Soil Survey Manual (NRCS 1972) or the NRCS Web Soil Survey, and other geologic maps as appropriate. Deviations from this submittal requirement will need City approval.

The Soil Survey of Clark County by the Soil Conservation Service shows the soil onsite is Lauren gravelly loam (LgB) (see Soils Map in the Vicinity Maps section of this report). Lauren soils generally have high infiltration rates. Infiltration tests were performed onsite by Hart Crowser with tested rates ranging from 8.1 inches per hour at depths less than 3 feet up to more than 900 inches per hour at depths greater than 5 feet.

Groundwater was not encountered to a depth of 15.5 feet during tests.

(See Report of Geotechnical Engineering Services in Appendix E).

Clark County Stormwater Manual 2015 Soil Groups (see Appendix A) identifies the Lauren gravelly loam as Hydrologic Group B or a Clark County WWHM soil group 1 (SG1).

Table 7 from the USDA Soil Conservation Service (see Appendix A) identifies Lauren gravelly loam with the following permeability characteristics:

LgB: 0-33 inch depth, 0.63 – 2.0 in./hr.

Section D – Source Control

- 1. All development activities shall apply the Minimum Standards of VMC 14.26.120.**

The minimum standards of VMC 14.26.120 (Water Resource Protection) shall be applied.

- 2. Industrial zoned sites and industrial activities shall the Applicable Source Control BMPs from Vol. IV of the Stormwater Manual.**

This development is not industrial.

- 3. Any development activity that includes operations Classified under VMC 14.26.125 shall implement the appropriate Greater Standards of VMC 14.26.130.**

The development does not include operations classified under VMC 14.26.125 (Application of Greater Standards).

Section E – Onsite Stormwater Management BMPs

- 1. On the preliminary development plan or other maps, show the site areas where on-site stormwater management BMPs will be effectively implemented. (See Vol. III, Ch. 3 and Vol. V, Ch.5 of the Stormwater Manual) The plan must show the areas of retained native vegetation and required flow lengths and vegetated flow paths, as required for proper implementation of each on-site stormwater BMP. Arrows must show the stormwater flow path to each BMP.**

Runoff from the parking areas is collected via catch basins and routed to one of three (3) storm systems for treatment and disposal into the ground. Runoff from the roof drain systems will also be routed to one of twelve (12) additional infiltration systems for disposal in the ground.

- See the Preliminary Development Plan in Appendix H for specific locations of the storm systems.

- 2. Identify and describe geotechnical studies or other information used to complete the analysis and design of each on-site stormwater BMP.**

Hart Crowser completed a geotechnical site investigation of the site. The report from the site investigation is included in Appendix E. Infiltration rates of the onsite soil ranged from 8.1 inches per hour at depths less than 3 feet up to more than 900 inches per hour at depths greater than 5 feet. The geotechnical report recommends an unfactored infiltration rate of 100 inches per hour be used to design infiltration systems at a depth of 5 feet or greater with a safety factor of 2. It should be noted that Table D-3: Infiltration Rate Correction Factors (City of Vancouver Surface Water General Requirements) also requires a safety factor of 2. Based on a factor of safety of 2, a design rate of 50 inches per hour was used. Groundwater was not encountered to a depth of 15.5 feet during tests.

- 3. Identify the criteria (and their source) used to complete analyses for each on-site stormwater BMP.**

The treatment facilities were sized based on the flows from the water quality storm (91% of the 24-hour continuous runoff volume) in accordance with City of Vancouver Surface Water Systems General Requirements.

Detention facilities were sized to infiltrate 100% of flow received based on calculations using the wwhm2012 program as required by the City of Vancouver Surface Water Systems General Requirements Manual Section 4-5.05.

- 4. Describe how design criteria will be met for each proposed on-site stormwater management BMP.**

Two separate Combined Infiltration Trench and Manufactured Treatment Device Systems along with five Infiltration Trenches are proposed to meet treatment and flow control requirements. Stormwater treatment will be met with the Manufactured Treatment Device Systems and flow-control requirements will be met with the infiltration trenches. (Refer to Appendix J for Preliminary Utility Plan).

5. Describe any on-site application of LID measures planned for the project. Provide a plan that shows the proposed location and approximate size of each LID facility.

Since 100% of runoff is being infiltrated on site, there are no LID measures proposed for this development.

6. Identify and describe any assumptions used to complete the analysis.

The infiltration facilities were assumed to be dry at the beginning of each modeled storm event. Hart Crowser completed a geotechnical site investigation of the site. The report from the site investigation is included in Appendix E. Infiltration rates of the onsite soil ranged from 8.1 inches per hour at depths less than 3 feet up to more than 900 inches per hour at depths greater than 5 feet. The geotechnical report recommends an unfactored infiltration rate of 100 inches per hour be used to design infiltration systems at a depth of 5 feet or greater with a safety factor of 2. It should be noted that Table D-3: Infiltration Rate Correction Factors (City of Vancouver Surface Water General Requirements) also requires a safety factor of 2. Based on a factor of safety of 2, a design rate of 50 inches per hour was used. Groundwater was not encountered to a depth of 15.5 feet during tests.

7. Describe site suitability, including hydrologic soil groups, slopes, areas of native vegetation, and adequate location of each BMP.

The Soil Survey of Clark County by the Soil Conservation Service shows the soil onsite as Lauren gravelly loam (LgB) (see Soils Map in the Vicinity Maps Section of this report). LgB soils should be suitable for infiltration. Therefore, infiltration systems are proposed.

Section F – Runoff Treatment Analysis and Design

For land-disturbing activities where the thresholds within Minimum Requirement #6, Section 4-1.01 and Section 4-1.02 indicate that runoff treatment facilities are required:

- 1. Document the level of treatment required (basic, enhanced, phosphorus, oil/water separation) based on procedures in Vol. V, Ch. 2 of the Stormwater Manual.**

Based on Figure III-1.1: Runoff Treatment BMP Selection Flow Chart, since all runoff is infiltrated, only a basic level of treatment is required. For this project a BioPod filter unit or approved equal has been chosen. Even though only basic treatment is required, a biopod unit provides enhanced treatment. (See Treatment Facility Selection Flow Chart in Appendix B).

- 2. Provide background and description to support the selection of the treatment BMP being proposed.**

Due to the high infiltration rate, it was determined that a Manufactured Treatment Device Systems followed by an Infiltration Trench would be the most viable treatment option for the site. A cost analysis has not been prepared but could be provided if deemed to be necessary.

- 3. Identify geotechnical or soils studies or other information used to complete the analysis and design.**

Hart Crowser has completed a Report of Geotechnical Engineering Services for this development (see Appendix E). Test pits were excavated on site, and it was determined that the soil was silty sand with gravel to silty gravel with sand. The report included infiltration testing that showed rates of up to 900 inches per hour of infiltration below about 5 feet bgs. Recommended infiltration rate for use below 5ft was 100 inches per hour with a factor of safety of 2. As a result, infiltration will be used for flow control on this project.

- 4. Identify the BMPs used in the design, and their sources.**

Three (3) Manufactured Treatment Device Systems followed by an Infiltration Trench are proposed to meet treatment and flow control requirement for the paved areas. Twelve (12) Infiltration Trench systems have been proposed to infiltrate all roof runoff off. (Refer to Appendix J for Preliminary Utility Plan).

5. Summarize the results of the runoff treatment design, and describe how the proposed design meets the requirements of Section 4-6 and the Stormwater Manual.

Due to the size and topography of the site, the PGIS has been split into three basins. Each basin has a treatment system sized to treat the water quality flows followed by an infiltration system sized to infiltrate 100% of the runoff. The size of each treatment BMP is detailed in Table F1 below:

Treatment System	Required WQ Flowrate (Offline)	BioPod Biofilter Sizing	Allowable WQ Flowrate
Basin 1	0.0734 cfs	4'x8' Vault	0.085 cfs
Basin 4	0.1568 cfs	6'x12' Vault	0.213 cfs
Basin 13	0.1004 cfs	6'x8' Vault	0.128 cfs

Table F1: Water Quality Flow Rate and Biofilter Selection

Refer to Appendix C for screen shots of the WWHM model.

6. Provide a table that lists the areas of Pollution-Generating Pervious Surfaces (PGPS) and Pollution-Generating Impervious Surfaces (PGIS) for each Threshold Discharge Area (TDA).

The following table lists the areas of Pollution-Generating Pervious Surfaces (PGPS) and Pollution-Generating Impervious Surfaces (PGIS) for each Threshold Discharge Area (TDA):

	TDA 1
Effective Pollution Generating Impervious Surface (PGIS) (Acres)	2.93
Effective Pollution Generating Pervious Surface (PGPS) (Acres)	2.52

Table F2: Effective Pollution Generating Surface Summary

Section G – Flow Control Analysis and Design

For land-disturbing activities where the thresholds within Minimum Requirement #7, Section 4-1.01 and Section 4-1.02 indicate that flow control facilities are required:

The proposed filtration trenches required for the project are as follows:

Basin/ Trench No.	Length	Width	Depth	% Infiltrated
1	40	10	5	100
2a	7	4	3	100
2b	7	4	3	100
3	35	5	5	100
4	80	10	5	100
5	25	5	5	100
6	20	5	5	100
7	20	5	5	100
8	15	5	5	100
9	15	5	5	100
10a	7	4	3	100*
10b	7	4	3	100
11	20	5	5	100
12	25	5	5	100
13	50	10	5	100

Table G1 Size and Capacity of Infiltration Trenches

*WWHM model shows 99.99% infiltration with 325 gallons bypassing. There is capacity to hold the 325gallons in the riser and landscape area adjacent to infiltration trench 10a therefore it can infiltrate 100% of the flow routed to it.

1. Describe the site's suitability for stormwater infiltration for flow control, including tested infiltration rates, logs of soil borings, and other information as available.

Hart Crowser completed a geotechnical site investigation of the site. The report from the site investigation is included in Appendix E. Infiltration rates of the onsite soil ranged from 8.1 inches per hour at depths less than 3 feet up to more than 900 inches per hour at depths greater than 5 feet. The geotechnical report recommends an unfactored infiltration rate of 100 inches per hour be used to design infiltration systems at a depth of 5 feet or greater with a safety factor of 2. It should be noted that Table D-3: Infiltration Rate Correction Factors

(City of Vancouver Surface Water General Requirements) also requires a safety factor of 2. Based on a factor of safety of 2, a design rate of 50 inches per hour was used. Groundwater was not encountered to a depth of 15.5 feet during tests.

2. Identify and describe geotechnical or other studies used to complete the analysis and design.

Hart Crowser completed a geotechnical site investigation of the site. A copy of the geotechnical report is in Appendix E.

3. If infiltration cannot be utilized for flow control, provide additional information.

Infiltration is to be utilized for flow control for this project therefore the additional information below is not required.

- a. **Identify the areas where flow control credits can be obtained for dispersion, LID or other measures, per the requirements in the Stormwater Manual.**
 - b. **Provide the approximate size and location of flow control facilities for each Threshold Discharge Area (TDA) per Vol. III of the Stormwater Manual.**
 - c. **Identify the criteria (and their sources) used to complete the analyses, including historic pre-developed and post-developed land use characteristics.**
 - d. **Complete a hydrologic analysis for historic pre-developed and developed site conditions in accordance with the requirements of Section 4-5 and Ch. 2 in Vol. III of the Stormwater Manual, using an approved continuous runoff simulation model. Compute pre-developed and post-development flow durations for all subbasins. Provide an output table from the continuous flow model.**
 - e. **Include and reference all hydrologic computations, equations, graphs, and any other aids necessary to clearly show the methodology and results.**
 - f. **Include all maps, exhibits, graphics, and references used to determine existing and developed site hydrology.**
- 4. Submit electronic copies of the WWHM (.wdm, .prj, .usi) or MGS Flood project files upon request.**

Available upon request.

Section H – Wetlands Protection

For projects where stormwater discharges to a wetland, either directly or indirectly through a conveyance system, describe wetland protection measures to be implemented in accordance with Minimum Requirement #8 and VMC 20.740. This narrative shall describe the measures that will maintain the hydrologic conditions, hydrophytic vegetation, and substrate characteristics necessary to support existing and designated uses.

This project does not drain directly or indirectly through a conveyance system to a wetland therefore, this section is not applicable.

Technical Appendix

Appendix A

- Soils Map
- Table 7 – Estimated Physical and Chemical Properties of the Soils
- Clark County Stormwater Manual 2015 – Soil Groups

Appendix B

- Figure 3.2: Flow Chart for Determining Requirements for New Development
- Figure III-1.1: Runoff Treatment BMP Selection Flow Chart

Appendix C

- WWHM Water Quality screen shots
- BioPod Biofilter Vault Detail Sheets (4'x8', 6'x8' & 6'x12')
- DOE Oldcastle approval

Appendix D

- WWHM Infiltration Sizing Report

Appendix E

- Report of Geotechnical Engineering Services by Hart Crowser dated September 29, 2021
- Hart Crowser Addendum #1 dated December 6th, 2021

Appendix F

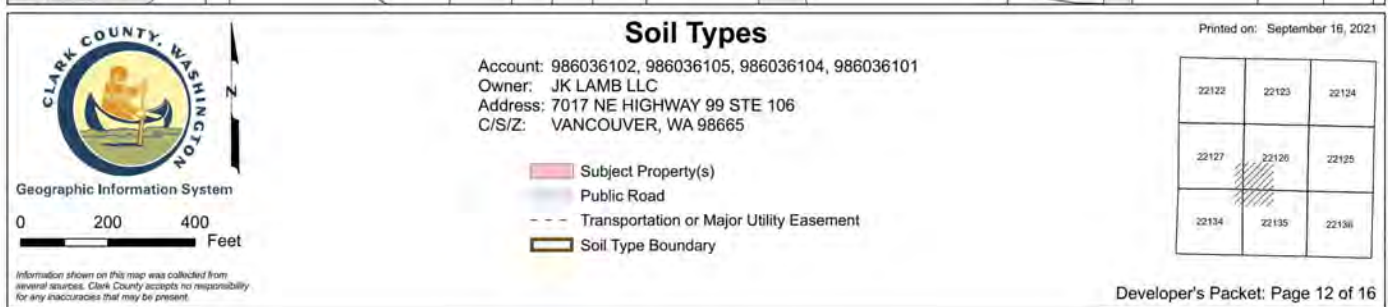
- Excerpts from Clark County Stormwater Manual 2015 – Stormwater Facility Operations and Maintenance, 11/24/15

Appendix G

- City of Vancouver Pre-Application Conference Report dated August 6, 2021

Appendix H

- Developed Catchment Plan
- Preliminary Utility Plan
- Preliminary Stormwater and Drainage Plan



Map Symbol	Soil Name	Hydrologic Group	Clark County WWHM Soils Group
HIC	HILLSBORO	B	2
HID	HILLSBORO	B	2
HIE	HILLSBORO	B	2
HIF	HILLSBORO	B	2
HoA	HILLSBORO	B	3
HoB	HILLSBORO	B	3
HoC	HILLSBORO	B	3
HoD	HILLSBORO	B	3
HoE	HILLSBORO	B	3
HoG	HILLSBORO	B	3
HsB	HILLSBORO	B	3
HtA	HOCKINSON	D	4
HuB	HOCKINSON	D	4
HvA	HOCKINSON	D	4
KcC	KINNEY	B	2
KcE	KINNEY	B	2
KcF	KINNEY	B	2
KnF	KINNEY	B	2
LaE	LARCHMOUNT	B	2
LaG	LARCHMOUNT	B	2
LcG	LARCHMOUNT	B	2
LeB	LAUREN	B	1
LgB	LAUREN	B	1
LgD	LAUREN	B	1
LgF	LAUREN	B	1
LIB	LAUREN	B	1
LrC	LAUREN	C	4
LrF	LAUREN	C	4
McB	McBEE	C	3
MeA	McBEE	C	3
MIA	McBEE	C	3
MnA	MINNIECE	D	4
MnD	MINNIECE	D	4
MoA	MINNIECE VARIANT	D	4
MsB	MOSSYROCK	B	2

TABLE 7.—*Estimated physical and chemical properties of the soils—Continued*

Soil series and map symbols	Depth from surface	Classification			Percentage passing sieve—			Permeability	Available water capacity	Re-action
		Dominant USDA texture	Unified	AASHO	No. 4 (4.76 mm.) ¹	No. 10 (2.0 mm.)	No. 200 (0.074 mm.)			
Hockinson: HtA, HuB, HvA. For properties of the Dollar part of HvA, see Dollar series.	<i>Inches</i> 0-23	Loam	ML or CL	A-4	-----	100	55-65	<i>Inches per hour</i> 0.63-2.0	<i>Inches per inch of soil</i> 0.16-0.18	<i>pH</i> 5.1-6.0
	23-51	Fine sandy loam and loam.	SC or CL	A-4	-----	100	45-55	0.06-0.2	0.14-0.16	5.6-6.5
	51-74	Silt loam	ML	A-4	-----	100	60-70	0.2-0.63	0.19-0.21	5.6-6.5
Kinney: KeC, KeE, KeF, KnF.	0-60	Gravelly silt loam, gravelly silty clay loam, and gravelly clay loam.	ML	A-7	70-100	65-95	55-75	0.63-2.0	0.14-0.16	5.1-6.0
	60	Weathered igneous rock.								
Larchmount: LaE, LaG.	0-62	Cobbly silt loam and clay loam.	ML	A-4	35-75	50-70	35-50	0.63-2.0	0.12-0.14	4.5-6.5
	62	Fractured bedrock.								
LcG.	0-62	Silt loam and clay loam.	ML	A-4	30-55	25-50	15-35	0.63-2.0	0.08-0.10	4.5-6.5
	62	Fractured bedrock.								
Laurel: LaB, LaB ₁ , LaD ₁ , LaF, LaB.	0-33	Very gravelly loam.	GM	A-2	40-50	35-50	20-35	0.63-2.0	0.08-0.10	5.6-7.3
	33-70	Very gravelly coarse sandy loam.	GM	A-1	40-50	35-50	5-15	6.3-20.0	0.06-0.08	6.1-7.3
	70	Very gravelly loamy coarse sand.								
LrC, LrF.	0-14	Gravelly loam and gravelly clay loam.	SM	A-4	55-75	50-70	35-50	0.63-2.0	0.12-0.14	6.1-7.3
	14-35	Very gravelly clay loam (weakly cemented).	GC	A-2 or A-4	35-50	30-55	20-40	0.63-2.0	0.10-0.12	6.1-7.3
	35-60	Very gravelly clay loam.	GC	A-2	25-45	20-40	15-30	<0.06	0.04-0.06	6.1-7.3
McBee: McB, MeA.	0-65	Silty clay loam, clay.	CL	A-6	-----	100	80-90	0.63-2.0	0.19-0.21	5.6-6.0
MIA.	0-19	Silt loam and loam.	ML	A-4	90-95	85-95	50-60	0.63-2.0	0.17-0.19	6.1-7.3
	19-44	Gravelly fine sandy loam.	SM	A-4	75-90	70-85	35-50	0.63-2.0	0.10-0.12	6.1-7.3
	44-62	Very gravelly loamy sand.	GM	A-1	35-50	30-50	5-15	>20.0	0.04-0.06	6.1-7.3

See footnotes at end of table.

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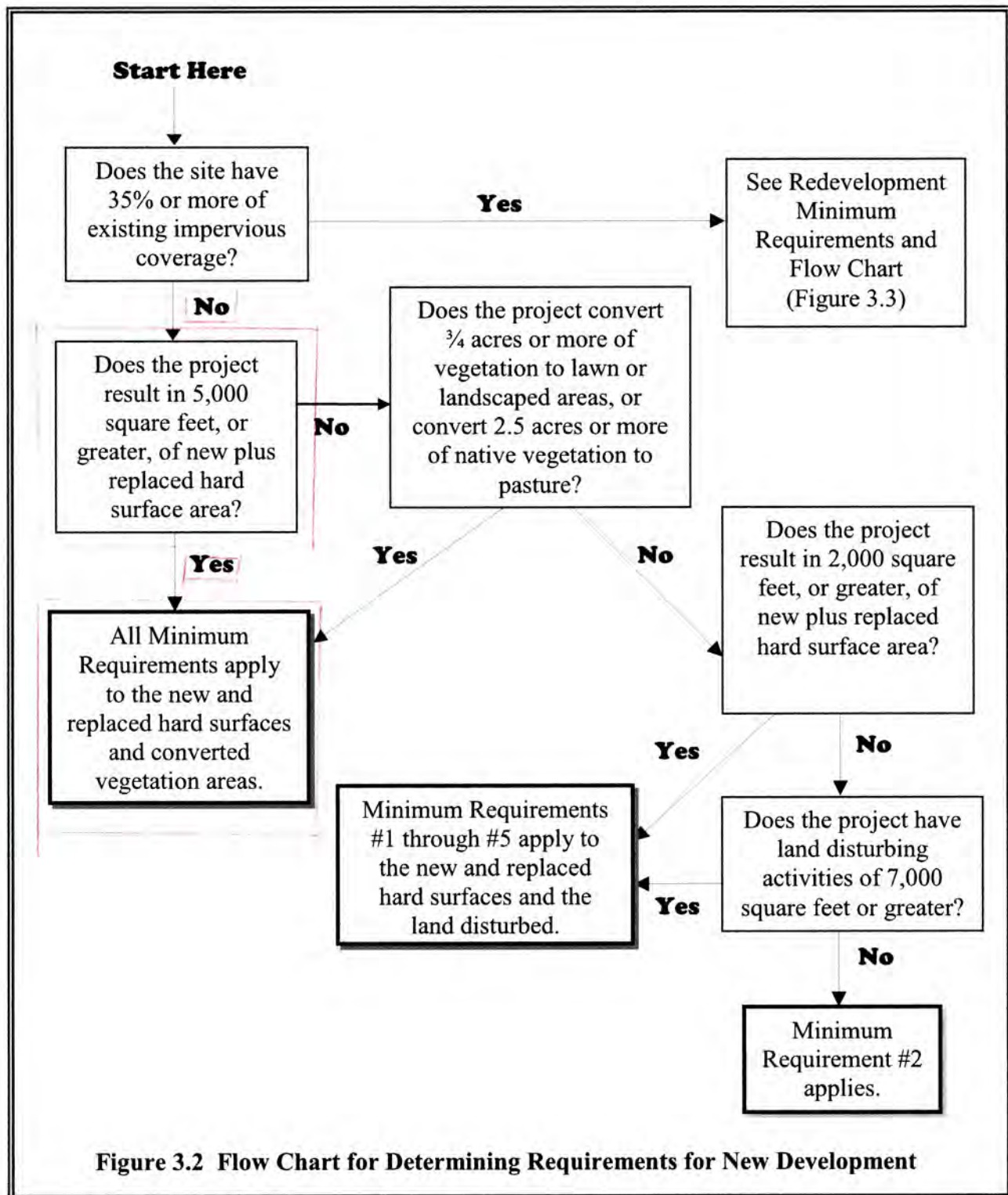
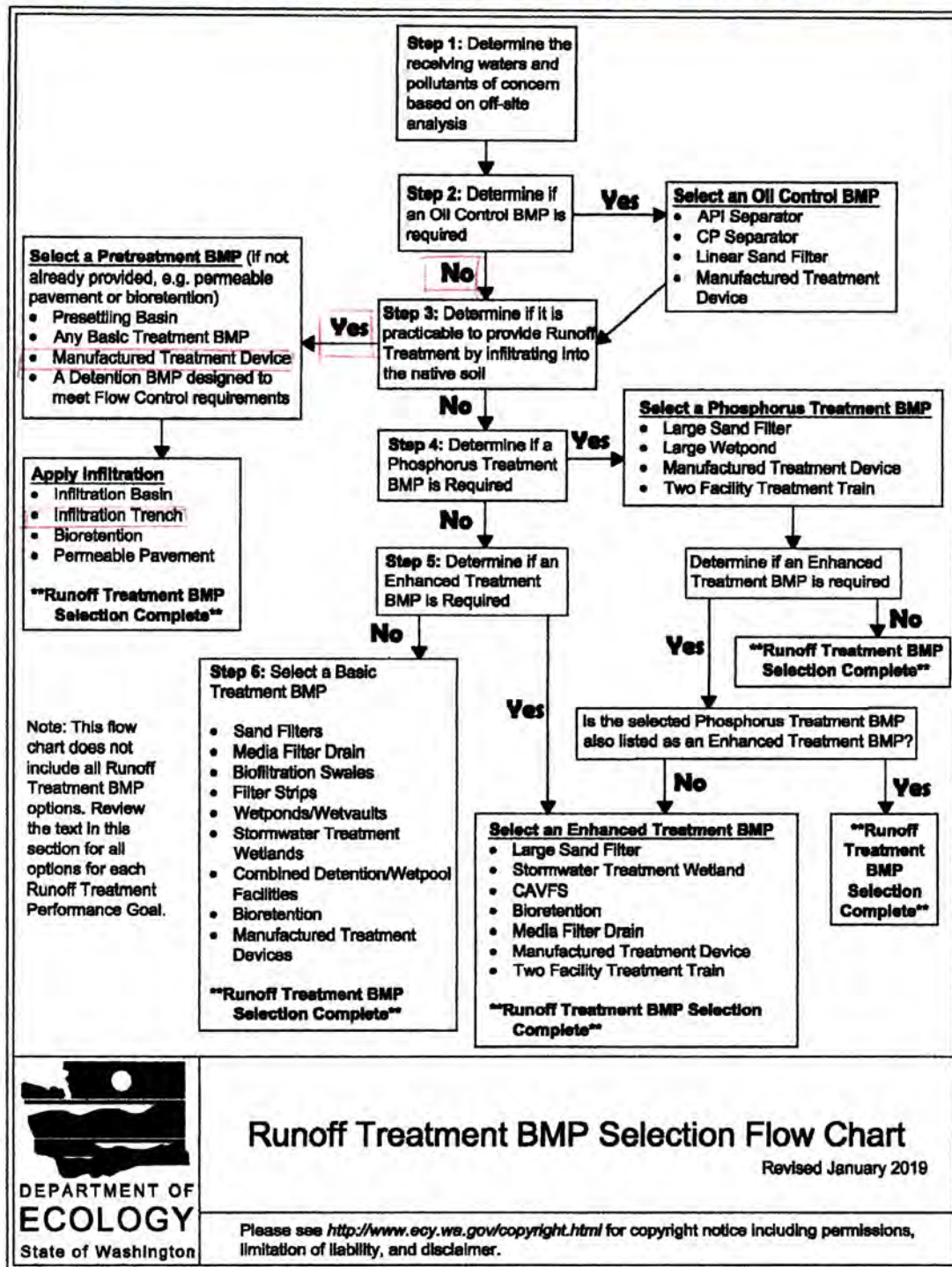


Figure III-1.1: Runoff Treatment BMP Selection Flow Chart



Basin 1 Mitigated

×

Subbasin Name:

☐ Designate as Bypass for POC.

Flows To :

Surface

Interflow

Groundwater

Area in Basin

☒ Show Only Selected

Available Pervious		Available Impervious	
	Acres		Acres
☒ SG1, Forest, Flat	0	☒ ROADS/FLAT	0
☒ SG1, Lawn, Flat	6092	☒ ROOF TOPS/FLAT	0
☒ SG3, Forest, Flat	0	☒ SIDEWALKS/FLAT	1499
☒ SG3, Lawn, Flat	0	☒ PARKING/FLAT	6766

Pervious Total

Acres

Impervious Total

Acres

Basin Total

Acres

Deselect Zero

Select By:

GO



Analysis



Run
Analysis

Water Quality

On-Line BMP

24 hour Volume (ac-ft) 0.0923

Standard Flow Rate (cfs) 0.1299

Off-Line BMP

Standard Flow Rate (cfs) 0.0734

Stream Protection Duration	LID Duration	Flow Frequency	Water Quality	Hydrograph
Wetland Input Volumes	LID Report	Recharge Duration	Recharge Predeveloped	Recharge Mitigated

Analyze datasets

Compact WDM

Delete Selected

☐ Monthly FF

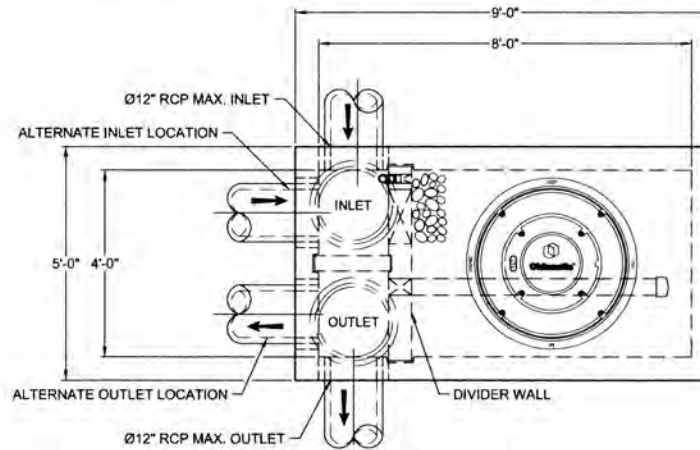
801 POC 1 Mitigated flow

Evap	POC 1	POC 2	POC 3	POC 4
All Datasets	Flow	Stage	Precip	

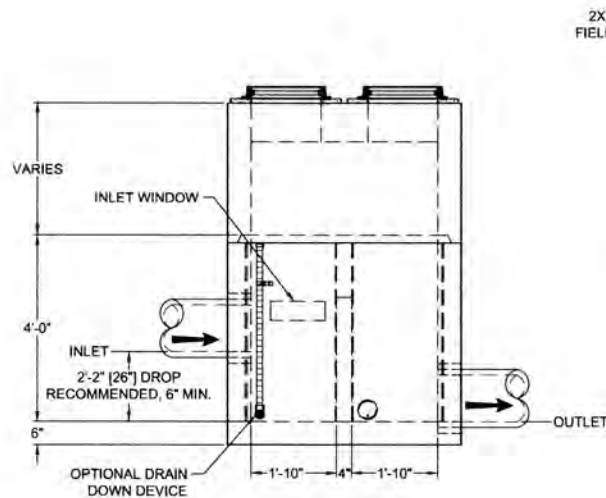
Flood Frequency Method

- ☒ Log Pearson Type III 17B
- ☐ Weibull
- ☐ Cunnane
- ☐ Gringorten

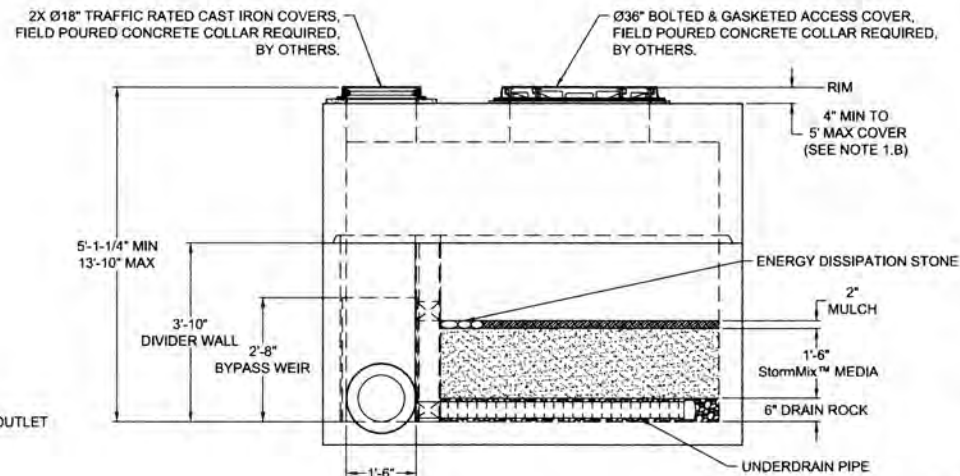
SITE SPECIFIC DATA				
Structure ID				ID
Treatment Flow Rate (cfs)				-
Peak Flow Rate (cfs)				-
Rim Elevation				-
Top of Vault Elevation				-
Pipe Data	Pipe Location	Pipe Size	Pipe Type	Invert Elevation
Inlet	-	-	-	-
Outlet	-	-	-	-
Notes:				
PERFORMANCE SPECIFICATIONS				
Treatment Flow Capacities:*				
NJDEP 80% Removal, 75 micron			0.096 cfs	
WA Ecology GULD - Basic, Enhanced & Phosphorus			0.085 cfs	
Bypass Capacity			5.0 cfs	
*Contact Oldcastle for alternative treatment flow capacities.				



PLAN VIEW



LEFT END VIEW



ELEVATION VIEW

NOTES

- DESIGN LOADINGS:
 - AASHTO HS-20-44 (WITH IMPACT)
 - DESIGN SOIL COVER: 5'-0" MAXIMUM
 - ASSUMED WATER TABLE: BELOW BASE OF PRECAST (ENGINEER-OF-RECORD TO CONFIRM SITE WATER TABLE ELEVATION)
 - LATERAL EARTH PRESSURE: 45 PCF (DRAINED)
 - LATERAL LIVE LOAD SURCHARGE: 80 PSF (APPLIED TO 5'-0" BELOW GRADE)
 - NO LATERAL SURCHARGE FROM ADJACENT BUILDINGS, WALLS, PIERS, OR FOUNDATIONS.
- CONCRETE 28-DAY MINIMUM COMPRESSIVE STRENGTH: 5,000 PSI MINIMUM.
- REINFORCING: REBAR: ASTM A615/A706, GRADE 60
- CEMENT: ASTM C150
- REQUIRED ALLOWABLE SOIL BEARING CAPACITY: 2,500 PSF
- REFERENCE STANDARD:
 - ASTM C890
 - ASTM C913
 - ACI 318-14
- THIS STRUCTURE IS DESIGNED TO THE PARAMETERS NOTED HEREIN. ENGINEER-OF-RECORD SHALL VERIFY IF THAT NOTED PARAMETERS MEET OR EXCEED PROJECT REQUIREMENTS. IF DESIGN PARAMETERS ARE INCORRECT, REVIEWING ENGINEER/AUTHORITY SHALL NOTIFY OLDCASTLE INFRASTRUCTURE UPON REVIEW.
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- MAXIMUM PICK WEIGHTS:
 - TOP: XX,XXX LBS
 - BASE: XX,XXX LBS
 (* COMBINED WEIGHT OF BASE INCLUDES BYPASS WEIR, DIVIDER WALL, ROCK & MEDIA)
- INTERNALS SHALL CONSIST OF UNDERDRAIN PIPE, ROCK, STORMMIX™ MEDIA, MULCH, DIVIDER WALL, BYPASS WEIR AND OPTIONAL DRAIN DOWN.

Oldcastle Infrastructure
A CONCRETE COMPANY

PH: 800.572.8818 | www.oldcastleinfrastructure.com/enrmedia

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BioPod™ Biofilter System (STANDARD)
Underground Vault with Internal Bypass

CUSTOMER: _____
PROJECT NAME: _____

SHEET NAME	REVISION	SHEET
Specifier Drawing BPU-48B	REV DATE	1 OF 1

SCENARIOS

☐ Predeveloped
☒ Mitigated

Run Scenario

Basic Elements

Pro Elements

LID Toolbox

Commercial Toolbox

Move Elements

Basin 1 Mitigated

Subbasin Name: ☐ Designate as Bypass for POC

Flows To:

Area in Basin

Available Pervious	Acres
☒ SG1, Forest, Flat	0
☒ SG1, Lawn, Flat	.6092
☒ SG3, Forest, Flat	0
☒ SG3, Lawn, Flat	0

☒ Show Only Selected

Available Impervious	Acres
☒ ROADS/FLAT	0
☒ ROOF TOPS/FLAT	0
☒ SIDEWALKS/FLAT	.1499
☒ PARKING/FLAT	.6766

Pervious Total Acres

Impervious Total Acres

Basin Total Acres



Analysis Help

Analysis



Run
Analysis

Water Quality

On-Line BMP

24 hour Volume (ac-ft) 0.1973

Standard Flow Rate (cfs) 0.2776

Off-Line BMP

Standard Flow Rate (cfs) 0.1568

Stream Protection Duration

LID Duration

Flow Frequency

Water Quality

Hydrograph

Wetland Input Volumes

LID Report

Recharge Duration

Recharge Predeveloped

Recharge Mitigated

Analyze datasets

Compact WDM

Delete Selected

☐ Monthly FF



804 POC 4 Mitigated flow

Evap

POC 1

POC 2

POC 3

POC 4

All Datasets

Flow

Stage

Precip

Flood Frequency Method

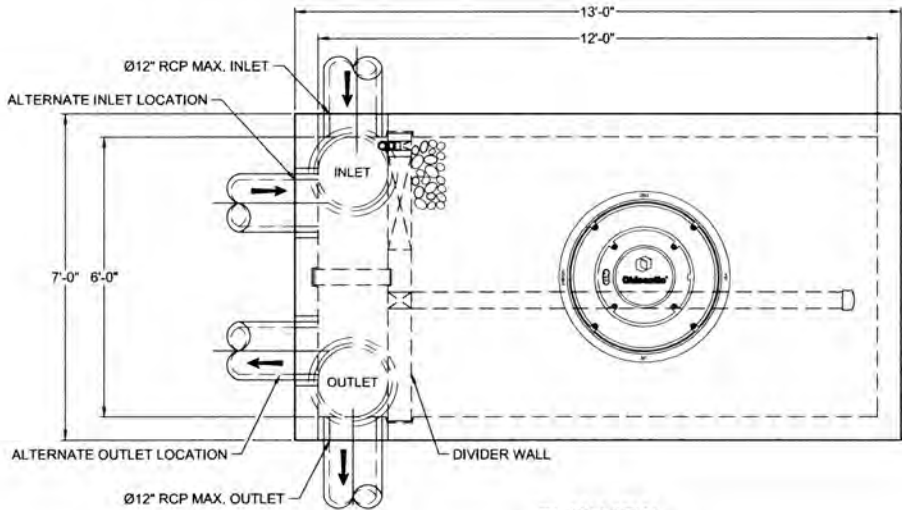
☒ Log Pearson Type III 17B

☐ Weibull

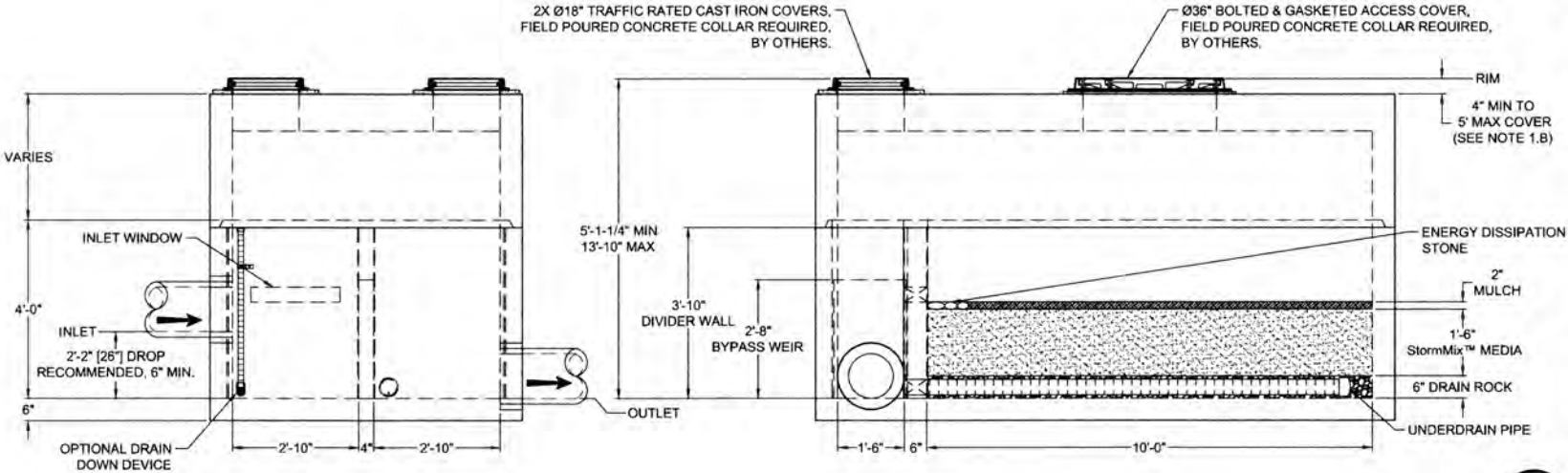
☐ Cunnane

☐ Gringorten

SITE SPECIFIC DATA				
Structure ID			ID	
Treatment Flow Rate (cfs)			-	
Peak Flow Rate (cfs)			-	
Rim Elevation			-	
Top of Vault Elevation			-	
Pipe Data	Pipe Location	Pipe Size	Pipe Type	Invert Elevation
Inlet	-	-	-	-
Outlet	-	-	-	-
Notes:				
PERFORMANCE SPECIFICATIONS				
Treatment Flow Capacities:*				
NJDEP 80% Removal, 75 micron			0.240 cfs	
WA Ecology GULD - Basic, Enhanced & Phosphorus			0.213 cfs	
Bypass Capacity			5.0 cfs	
*Contact Oldcastle for alternative treatment flow capacities.				



PLAN VIEW



LEFT END VIEW

ELEVATION VIEW

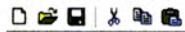
- NOTES**
- DESIGN LOADINGS.
 - AASHTO HS-20-44 (WITH IMPACT)
 - DESIGN SOIL COVER: 5'-0" MAXIMUM
 - ASSUMED WATER TABLE: BELOW BASE OF PRECAST (ENGINEER-OF-RECORD TO CONFIRM SITE WATER TABLE ELEVATION)
 - LATERAL EARTH PRESSURE: 45 PCF (DRAINED)
 - LATERAL LIVE LOAD SURCHARGE: 80 PSF (APPLIED TO 5'-0" BELOW GRADE)
 - NO LATERAL SURCHARGE FROM ADJACENT BUILDINGS, WALLS, PIERS, OR FOUNDATIONS.
 - CONCRETE 28-DAY MINIMUM COMPRESSIVE STRENGTH: 5,000 PSI MINIMUM.
 - REINFORCING: REBAR, ASTM A615/A706, GRADE 60
 - CEMENT: ASTM C150
 - REQUIRED ALLOWABLE SOIL BEARING CAPACITY: 2,500 PSF
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 - ASTM C913
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 - BASE: XX,XXX LBS
 - COMBINED WEIGHT OF BASE INCLUDES BYPASS WEIR, DIVIDER WALL, ROCK & MEDIA
 - INTERNALS SHALL CONSIST OF UNDERDRAIN PIPE, ROCK, STORMMIX™ MEDIA, MULCH, DIVIDER WALL, BYPASS WEIR AND OPTIONAL DRAIN DOWN.

P.O. BOX 579, BAYTOWN, TX 77520
 WWW.OLDCASTLEINFRASTRUCTURE.COM

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BioPod™ Biofilter System (STANDARD)
 Underground Vault with Internal Bypass

SHEET NAME	REVISION	SHEET
Specifier Drawing BPU-612B	REV DATE	1 OF 1



More Information

Schematic

SCENARIOS

☐ Predeveloped
☒ Mitigated

Run Scenario

Basic Elements

Pro Elements

UD Toolbox

Commercial Toolbox

Move Elements

Save x,y Load x,y

Fit 2:12p - 4878.prelim.treatment - Finish Mitigated

Basin 1 Mitigated

Subbasin Name: ☐ Designate as Bypass for POC

Flows To:

Area in Basin ☒ Show Only Selected

Available Pervious		Acres	Available Impervious		Acres
☒ SG1, Forest, Flat	0		☒ ROADS/FLAT	0	
☒ SG1, Lawn, Flat	0.6092		☒ ROOF TOPS/FLAT	0	
☒ SG3, Forest, Flat	0		☒ SIDEWALKS/FLAT	1.1499	
☒ SG3, Lawn, Flat	0		☒ PARKING/FLAT	0.6766	

Pervious Total Acres

Impervious Total Acres

Basin Total Acres

Deselect Zero Select By:



Analysis Help

Analysis



Run
Analysis

Water Quality

On-Line BMP

24 hour Volume (ac-ft) 0.1264

Standard Flow Rate (cfs) 0.1778

Off-Line BMP

Standard Flow Rate (cfs) 0.1004

Stream Protection Duration	LID Duration	Flow Frequency	Water Quality	Hydrograph
Wetland Input Volumes	LID Report	Recharge Duration	Recharge Predeveloped	Recharge Mitigated

Analyze datasets

Compact WDM

Delete Selected

☐ Monthly FF

802 POC 2 Mitigated flow

Evap	POC 1	POC 2	POC 3	POC 4
All Datasets	Flow	Stage	Precip	

Flood Frequency Method

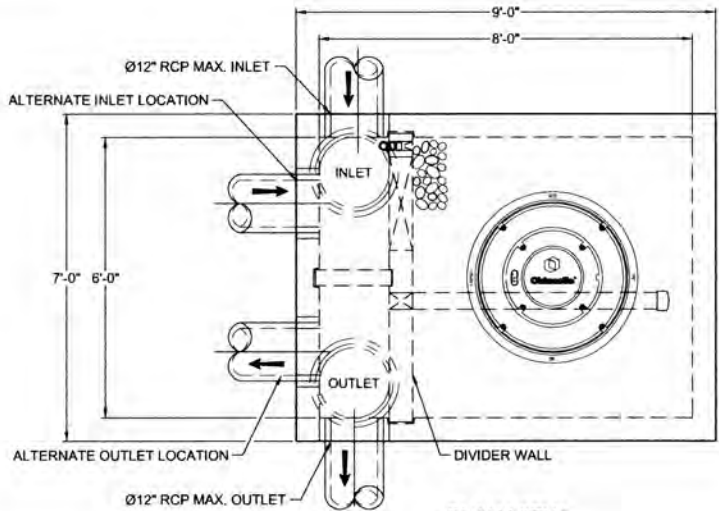
☒ Log Pearson Type III 17B

☐ Weibull

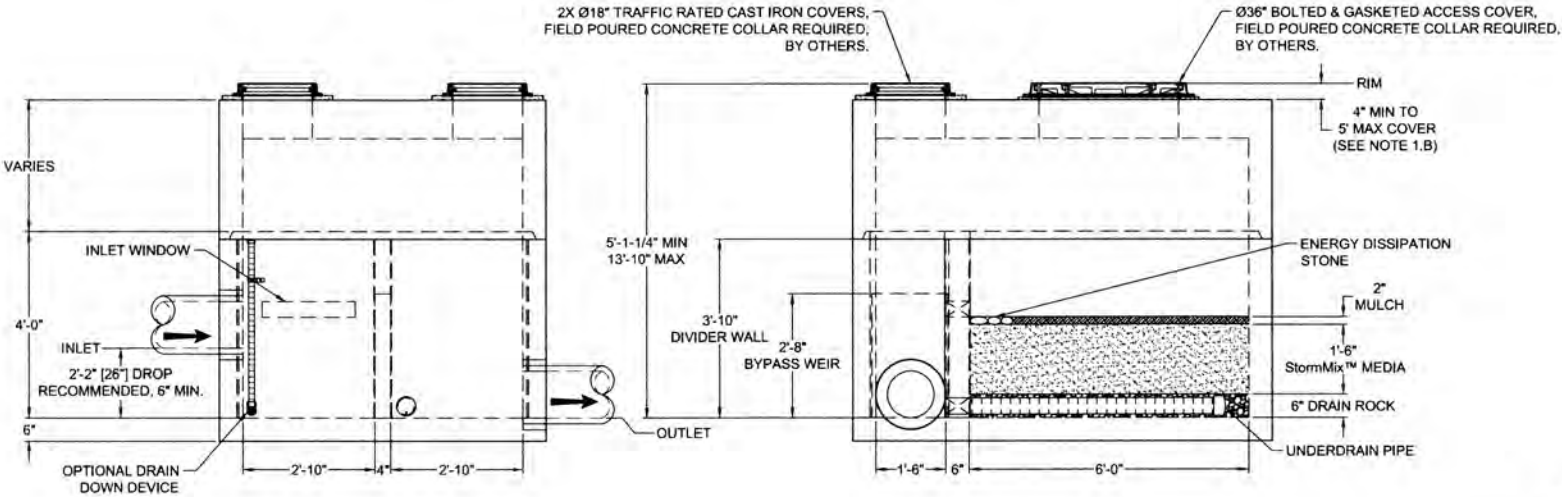
☐ Cunnane

☐ Gringorten

SITE SPECIFIC DATA				
Structure ID	ID			
Treatment Flow Rate (cfs)	-			
Peak Flow Rate (cfs)	-			
Rim Elevation	-			
Top of Vault Elevation	-			
Pipe Data	Pipe Location	Pipe Size	Pipe Type	Invert Elevation
Inlet	-	-	-	-
Outlet	-	-	-	-
Notes:				
PERFORMANCE SPECIFICATIONS				
Treatment Flow Capacities:*				
NJDEP 80% Removal, 75 micron				0.144 cfs
WA Ecology GULD - Basic, Enhanced & Phosphorus				0.128 cfs
Bypass Capacity				5.0 cfs
*Contact Oldcastle for alternative treatment flow capacities.				



PLAN VIEW



LEFT END VIEW

ELEVATION VIEW

- NOTES**
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 - CEMENT: ASTM C150
 - REQUIRED ALLOWABLE SOIL BEARING CAPACITY: 2,500 PSF
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BioPod™ Biofilter System (STANDARD)
Underground Vault with Internal Bypass

CUSTOMER: _____
PROJECT NAME: _____

SHEET NAME	REVISION	SHEET
Specifier Drawing BPU-68B	REV DATE	1 OF 1



July 2018

GENERAL USE LEVEL DESIGNATION FOR BASIC (TSS), DISSOLVED METALS (ENHANCED), AND PHOSPHORUS TREATMENT

For

**Oldcastle Infrastructure, Inc.'s
The BioPod™ Biofilter
(Formerly the TreePod Biofilter)**

Ecology's Decision:

Based on Oldcastle Infrastructure, Inc. application submissions for the The BioPod™ Biofilter (BioPod), Ecology hereby issues the following use level designation:

1. General Use Level Designation (GULD) for Basic, Enhanced, and Phosphorus Treatment:

- **Sized at a hydraulic loading rate of 1.6 gallons per minute (gpm) per square foot (sq ft) of media surface area.**

2. Ecology approves the BioPod at the hydraulic loading rate listed above, to achieve the maximum water quality design flow rate. The water quality design flow rates are calculated using the following procedures:

- **Western Washington:** For treatment installed upstream of detention or retention, the water quality design flow rate is the peak 15-minute flow rate as calculated using the latest version of the Western Washington Hydrology Model or other Ecology-approved continuous runoff model.
- **Eastern Washington:** For treatment installed upstream of detention or retention, the water quality design flow rate is the peak 15-minute flow rate as calculated using one of the three methods described in Chapter 2.2.5 of the Stormwater Management Manual for Eastern Washington (SWMMEW) or local manual.
- **Entire State:** For treatment installed downstream of detention, the water quality design flow rate is the full 2-year release rate of the detention facility.

3. The GULD has no expiration date, but may be amended or revoked by Ecology.

Ecology's Conditions of Use:

The BioPod shall comply with these conditions:

- 1) Oldcastle Infrastructure, Inc. shall design, assemble, install, operate, and maintain the BioPod installations in accordance with Oldcastle Infrastructure, Inc.'s applicable manuals and the Ecology Decision.**
- 2) BioPod media shall conform to the specifications submitted to and approved by Ecology**
- 3) Maintenance: The required inspection/maintenance interval for stormwater treatment devices is often dependent on the efficiency of the device and the degree of pollutant loading from a particular drainage basin. Therefore, Ecology does not endorse or recommend a "one size fits all" maintenance cycle for a particular model/size of manufactured filter treatment device.**
 - The BioPod is designed for a target maintenance interval of 1 year. Maintenance includes replacing the mulch, assessing plant health, removal of trash, and raking the top few inches of engineered media.**
 - A BioPod system tested at the Lake Union Ship Canal Test Facility in Seattle, WA required maintenance after 1.5 months, or 6.3% of a water year. Monitoring personnel observed similar maintenance issues with other systems evaluated at the Test Facility. The runoff from the Test Facility may be unusual and maintenance requirements of systems installed at the Test Facility may not be indicative of maintenance requirements for all sites.**
 - Test results provided to Ecology from a BioPod System evaluated in a lab following New Jersey Department of Environmental Protection Laboratory Protocol for Filtration MTDs have indicated the BioPod System is capable of longer maintenance intervals.**
 - Owners/operators must inspect BioPod systems for a minimum of twelve months from the start of post-construction operation to determine site-specific inspection/maintenance schedules and requirements. Owners/operators must conduct inspections monthly during the wet season, and every other month during the dry season. (According to the SWMMWW, the wet season in western Washington is October 1 to April 30. According to the SWMMEW, the wet season in eastern Washington is October 1 to June 30.) After the first year of operation, owners/operators must conduct inspections based on the findings during the first year of inspections.**
 - Conduct inspections by qualified personnel, follow manufacturer's guidelines, and use methods capable of determining either a decrease in treated effluent flow rate and/or a decrease in pollutant removal ability.**
- 4) Install the BioPod in such a manner that you bypass flows exceeding the maximum operating rate and you will not resuspend captured sediment.**

5) Discharges from the BioPod shall not cause or contribute to water quality standards violations in receiving waters.

Applicant: Oldcastle Infrastructure, Inc.

Applicant's Address: 360 Sutton Place
Santa Rosa, CA 95407

Application Documents:

Technical Evaluation Report TreePod™ BioFilter System Performance Certification Project,
Prepared for Oldcastle, Inc., Prepared by Herrera Environmental Consultants, Inc. February 2018

Technical Memorandum: Response to Board of External Reviewers' Comments on the Technical Evaluation Report for the TreePod™ Biofilter System Performance Certification Project,
Oldcastle, Inc. and Herrera Environmental Consultants, Inc., February 2018

Technical Memorandum: Response to Board of External Reviewers' Comments on the Technical Evaluation Report for the TreePod™ Biofilter System Performance Certification Project,
Oldcastle, Inc. and Herrera Environmental Consultants, Inc., January 2018

Application for Pilot Use Level Designation, TreePod™ Biofilter – Stormwater Treatment System, Oldcastle Stormwater Solutions, May 2016

Emerging Stormwater Treatment Technologies Application for Certification: The TreePod™ Biofilter, Oldcastle Stormwater Solutions, April 2016

Applicant's Use Level Request:

- General Use Level Designation as a Basic, Enhanced, and Phosphorus Treatment device in accordance with Ecology's *Stormwater Management Manual for Western Washington*

Applicant's Performance Claims:

Based on results from laboratory and field-testing, the applicant claims the BioPod™ Biofilter operating at a hydraulic loading rate of 153 inches per hour is able to remove:

- 80% of Total Suspended Solids (TSS) for influent concentrations greater than 100 mg/L and achieve a 20 mg/L effluent for influent concentrations less than 100 mg/L.
- 60% dissolved zinc for influent concentrations 0.02 to 0.3 mg/L.
- 30% dissolved copper for influent concentrations 0.005 to 0.02 mg/L.
- 50% or greater total phosphorus for influent concentrations 0.1 to 0.5 mg/L.

Ecology's Recommendations:

Ecology finds that:

- Oldcastle Infrastructure, Inc. has shown Ecology, through laboratory and field testing, that the BioPod™ Biofilter is capable of attaining Ecology's Basic, Total Phosphorus, and Enhanced treatment goals.

Findings of Fact:

Field Testing

1. Herrera Environmental Consultants, Inc. conducted monitoring of the BioPod™ Biofilter at the Lake Union Ship Canal Test Facility in Seattle Washington between November 2016 and April 2018. Herrera collected flow-weight composite samples during 14 separate storm events and peak flow grab samples during 3 separate storm events. The system was sized at an infiltration rate of 153 inches per hour or a hydraulic loading rate of 1.6 gpm/ft².
2. The D₅₀ of the influent PSD ranged from 3 to 292 microns, with an average D₅₀ of 28 microns.
3. Influent TSS concentrations ranged from 17 mg/L to 666 mg/L, with a mean concentration of 98 mg/L. For all samples (influent concentrations above and below 100 mg/L) the bootstrap estimate of the lower 95 percent confidence limit (LCL 95) of the mean TSS reduction was 84% and the bootstrap estimate of the upper 95 percent confidence limit (UCL95) of the mean TSS effluent concentration was 8.2 mg/L.
4. Dissolved copper influent concentrations from the 17 events ranged from 9.0 µg/L to 21.1 µg/L. The 21.1 µg/L data point was reduced to 20.0 µg/L, the upper limit to the TAPE allowed influent concentration range, prior to calculating the pollutant removal. A bootstrap estimate of the LCL95 of the mean dissolved copper reduction was 35%.
5. Dissolved zinc influent concentrations from the 17 events ranged from 26.1 µg/L to 43.3 µg/L. A bootstrap estimate of the LCL95 of the mean dissolved zinc reduction was 71%.
6. Total phosphorus influent concentrations from the 17 events ranged from 0.064 mg/L to 1.56 mg/L. All influent data greater than 0.5 mg/L were reduced to 0.5 mg/L, the upper limit to the TAPE allowed influent concentration range, prior to calculating the pollutant removal. A bootstrap estimate of the LCL95 of the mean total phosphorus reduction was 64%.
7. The system experienced rapid sediment loading and needed to be maintained after 1.5 months. Monitoring personnel observed similar sediment loading issues with other systems evaluated at the Test Facility. The runoff from the Test Facility may not be indicative of maintenance requirements for all sites.

Laboratory Testing

1. Good Harbour Laboratories (GHL) conducted laboratory testing at their site in Mississauga, Ontario in October 2017 following the New Jersey Department of Environmental Protection Laboratory Protocol for Filtration MTDs. The testing evaluated a 4-foot by 6-foot standard biofiltration chamber and inlet contour rack with bypass weir. The test sediment used during the testing was custom blended by GHL using various commercially available silica sands, which had an average d₅₀ of 69 µm. Based on the lab test results:

- a. GHL evaluated removal efficiency over 15 events at a Maximum Treatment Flow Rate (MTFR) of 37.6 gpm, which corresponds to a MTFR to effective filtration treatment area ratio of 1.80 gpm/ft². The system, operating at 100% of the MTFR with an average influent concentration of 201.3 mg/L, had an average removal efficiency of 99 percent.
 - b. GHL evaluated sediment mass loading capacity over an additional 16 events using an influent SSC concentration of 400 mg/L. The first 11 runs were evaluated at 100% of the MTFR. The BioPod began to bypass, so the remaining 5 runs were evaluated at 90% of the MTFR. The total mass of the sediment captured was 245.0 lbs and the cumulative mass removal efficiency was 96.3%.
2. Herrera Environmental Consultants Inc. conducted laboratory testing in September 2014 at the Seattle University Engineering Laboratory. The testing evaluated the flushing characteristics, hydraulic conductivity, and pollutant removal ability of twelve different media blends. Based on this testing, Oldcastle Infrastructure, Inc. selected one media blend, Mix 8, for inclusion in their TAPE evaluation of the BioPod™ Biofilter.
 - a. Herrera evaluated Mix 8 in an 8-inch diameter by 36-inch tall polyvinyl chloride (PVC) column. The column contained 18-inches of Mix 8 on top of 6-inches of pea gravel. The BioPod will normally include a 3-inch mulch layer on top of the media layer; however, this was not included in the laboratory testing.
 - b. Mix 8 has a hydraulic conductivity of 218 inches per hour; however, evaluation of the pollutant removal ability of the media was based on an infiltration rate of 115 inches per hour. The media was tested at 75%, 100%, and 125% of the infiltration rate. Based on the lab test results:
 - The system was evaluated using natural stormwater. The dissolved copper and dissolved zinc concentrations in the natural stormwater were lower than the TAPE influent standards; therefore, the stormwater was spiked with 66.4 mL of 100 mg/L Cu solution and 113.6 mL of 1,000 mg/L Zn solution.
 - The BioPod removed an average of 81% of TSS, with a mean influent concentration of 48.4 mg/L and a mean effluent concentration of 9.8 mg/L.
 - The BioPod removed an average of 94% of dissolved copper, with a mean influent concentration of 10.6 µg/L and a mean effluent concentration of 0.6 µg/L.
 - The BioPod removed an average of 97% of dissolved zinc, with a mean influent concentration of 117 µg/L and a mean effluent concentration of 4 µg/L.
 - The BioPod removed an average of 97% of total phosphorus, with a mean influent concentration of 2.52 mg/L and a mean effluent concentration of 0.066 mg/L. When total phosphorus influent concentrations were capped at the TAPE upper limit of 0.5 mg/L, calculations showed an average removal of 87%.

Other BioPod Related Issues to be Addressed By the Company:

1. Conduct hydraulic testing to obtain information about maintenance requirements on a site with runoff that is more typical of the Pacific Northwest.

Technology Description:

Download at

<https://oldcastleprecast.com/stormwater/bioretention-biofiltration-applications/bioretention-biofiltration-solutions/>**Contact Information:**

Applicant:

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Applicant website:

<https://oldcastleprecast.com/stormwater/>

Ecology web link: <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Emerging-stormwater-treatment-technologies>

Ecology:

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Revision History

Date	Revision
March 2018	GULD granted for Basic Treatment
March 2018	Provisional GULD granted for Enhanced and Phosphorus Treatment
June 2016	PULD Granted
April 2018	GULD for Basic and Provisional GULD for Enhanced and Phosphorus granted, changed name to BioPod from TreePod
July 2018	GULD for Enhanced and Phosphorus granted

WWHM2012
PROJECT REPORT

General Model Information

Project Name: 4878.prelim.detention
Site Name:
Site Address:
City:
Report Date: 12/14/2021
Gage: Portland Airport
Data Start: 1948/10/01
Data End: 2008/09/30
Timestep: 15 Minute
Precip Scale: 1.000
Version Date: 2021/08/18
Version: 4.2.18

POC Thresholds

Low Flow Threshold for POC1:	50 Percent of the 2 Year
High Flow Threshold for POC1:	50 Year

Landuse Basin Data

Predeveloped Land Use

Basin 1

Bypass: No

GroundWater: No

Pervious Land Use acre
SG1, Forest, Flat 8.2322

Pervious Total 8.2322

Impervious Land Use acre

Impervious Total 0

Basin Total 8.2322

Element Flows To:
Surface

Interflow

Groundwater

Mitigated Land Use

Basin 1

Bypass: No

GroundWater: No

Pervious Land Use acre
SG1, Lawn, Flat 0.6092

Pervious Total 0.6092

Impervious Land Use acre
ROADS FLAT 0.6766
SIDEWALKS FLAT 0.1499

Impervious Total 0.8265

Basin Total 1.4357

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 1	Gravel Trench Bed 1	

Basin 2a

Bypass: No

GroundWater: No

Pervious Land Use acre
SG1, Lawn, Flat 0.0584

Pervious Total 0.0584

Impervious Land Use acre
ROOF TOPS FLAT 0.0488

Impervious Total 0.0488

Basin Total 0.1072

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 2a	Gravel Trench Bed 2a	

Basin 3

Bypass: No

GroundWater: No

Pervious Land Use acre
SG1, Lawn, Flat 0.2524

Pervious Total 0.2524

Impervious Land Use acre
ROOF TOPS FLAT 0.302
SIDEWALKS FLAT 0.0715

Impervious Total 0.3735

Basin Total 0.6259

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 3	Gravel Trench Bed 3	

Basin 4

Bypass:	No
GroundWater:	No
Pervious Land Use	acre
SG1, Lawn, Flat	0.8177
Pervious Total	0.8177
Impervious Land Use	acre
ROOF TOPS FLAT	0.2893
SIDEWALKS FLAT	0.1942
PARKING FLAT	1.2828
Impervious Total	1.7663
Basin Total	2.584

Element Flows To:		
Surface	Interflow	Groundwater
Gravel Trench Bed 4	Gravel Trench Bed 4	

Basin 5

Bypass:	No
GroundWater:	No
Pervious Land Use	acre
Pervious Total	0
Impervious Land Use	acre
ROOF TOPS FLAT	0.2359
Impervious Total	0.2359
Basin Total	0.2359

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 5	Gravel Trench Bed 5	

Basin 6

Bypass:	No
GroundWater:	No
Pervious Land Use	acre
Pervious Total	0
Impervious Land Use	acre
ROOF TOPS FLAT	0.202
Impervious Total	0.202
Basin Total	0.202

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 6	Gravel Trench Bed 6	

Basin 2b

Bypass:	No
GroundWater:	No
Pervious Land Use SG1, Lawn, Flat	acre 0.082
Pervious Total	0.082
Impervious Land Use ROOF TOPS FLAT	acre 0.0528
Impervious Total	0.0528
Basin Total	0.1348

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 2b	Gravel Trench Bed 2b	

Basin 8

Bypass:	No
GroundWater:	No
Pervious Land Use	acre
Pervious Total	0
Impervious Land Use	acre
ROOF TOPS FLAT	0.1494
Impervious Total	0.1494
Basin Total	0.1494

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 8	Gravel Trench Bed 8	

Basin 9

Bypass:	No
GroundWater:	No
Pervious Land Use	acre
Pervious Total	0
Impervious Land Use	acre
ROOF TOPS FLAT	0.1494
Impervious Total	0.1494
Basin Total	0.1494

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 9	Gravel Trench Bed 9	

Basin 10a

Bypass: No

GroundWater: No

Pervious Land Use acre
SG1, Lawn, Flat 0.0515

Pervious Total 0.0515

Impervious Land Use acre
ROOF TOPS FLAT 0.0465
SIDEWALKS FLAT 0.0127

Impervious Total 0.0592

Basin Total 0.1107

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 10a	Gravel Trench Bed 10a	

Basin 11

Bypass:	No
GroundWater:	No
Pervious Land Use	acre
Pervious Total	0
Impervious Land Use	acre
ROOF TOPS FLAT	0.1738
Impervious Total	0.1738
Basin Total	0.1738

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 11	Gravel Trench Bed 11	

Basin 12

Bypass: No

GroundWater: No

Pervious Land Use acre

Pervious Total 0

Impervious Land Use acre

ROOF TOPS FLAT 0.2233

Impervious Total 0.2233

Basin Total 0.2233

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 12	Gravel Trench Bed 12	

Basin 7

Bypass:	No
GroundWater:	No
Pervious Land Use	acre
Pervious Total	0
Impervious Land Use	acre
ROOF TOPS FLAT	0.19
Impervious Total	0.19
Basin Total	0.19

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 7	Gravel Trench Bed 7	

Basin 10b

Bypass:	No
GroundWater:	No
Pervious Land Use	acre
SG1, Lawn, Flat	0.0504
Pervious Total	0.0504
Impervious Land Use	acre
ROOF TOPS FLAT	0.0439
SIDEWALKS FLAT	0.0049
Impervious Total	0.0488
Basin Total	0.0992

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 10b	Gravel Trench Bed 10b	

Basin 13

Bypass:	No
GroundWater:	No
Pervious Land Use	acre
SG1, Lawn, Flat	0.6792
Pervious Total	0.6792
Impervious Land Use	acre
SIDEWALKS FLAT	0.1555
PARKING FLAT	0.9755
Impervious Total	1.131
Basin Total	1.8102

Element Flows To:

Surface	Interflow	Groundwater
Gravel Trench Bed 13	Gravel Trench Bed 13	

Routing Elements
Predeveloped Routing

Mitigated Routing

Gravel Trench Bed 1

Bottom Length: 40.00 ft.
 Bottom Width: 10.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 118.232
 Total Volume Through Riser (ac-ft.): 0.003
 Total Volume Through Facility (ac-ft.): 118.235
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.009	0.000	0.000	0.000
0.0556	0.009	0.000	0.000	0.463
0.1111	0.009	0.000	0.000	0.463
0.1667	0.009	0.000	0.000	0.463
0.2222	0.009	0.000	0.000	0.463
0.2778	0.009	0.000	0.000	0.463
0.3333	0.009	0.001	0.000	0.463
0.3889	0.009	0.001	0.000	0.463
0.4444	0.009	0.001	0.000	0.463
0.5000	0.009	0.001	0.000	0.463
0.5556	0.009	0.001	0.000	0.463
0.6111	0.009	0.001	0.000	0.463
0.6667	0.009	0.002	0.000	0.463
0.7222	0.009	0.002	0.000	0.463
0.7778	0.009	0.002	0.000	0.463
0.8333	0.009	0.002	0.000	0.463
0.8889	0.009	0.002	0.000	0.463
0.9444	0.009	0.002	0.000	0.463
1.0000	0.009	0.003	0.000	0.463
1.0556	0.009	0.003	0.000	0.463
1.1111	0.009	0.003	0.000	0.463
1.1667	0.009	0.003	0.000	0.463
1.2222	0.009	0.003	0.000	0.463

1.2778	0.009	0.003	0.000	0.463
1.3333	0.009	0.004	0.000	0.463
1.3889	0.009	0.004	0.000	0.463
1.4444	0.009	0.004	0.000	0.463
1.5000	0.009	0.004	0.000	0.463
1.5556	0.009	0.004	0.000	0.463
1.6111	0.009	0.004	0.000	0.463
1.6667	0.009	0.005	0.000	0.463
1.7222	0.009	0.005	0.000	0.463
1.7778	0.009	0.005	0.000	0.463
1.8333	0.009	0.005	0.000	0.463
1.8889	0.009	0.005	0.000	0.463
1.9444	0.009	0.005	0.000	0.463
2.0000	0.009	0.006	0.000	0.463
2.0556	0.009	0.006	0.000	0.463
2.1111	0.009	0.006	0.000	0.463
2.1667	0.009	0.006	0.000	0.463
2.2222	0.009	0.006	0.000	0.463
2.2778	0.009	0.006	0.000	0.463
2.3333	0.009	0.007	0.000	0.463
2.3889	0.009	0.007	0.000	0.463
2.4444	0.009	0.007	0.000	0.463
2.5000	0.009	0.007	0.000	0.463
2.5556	0.009	0.007	0.000	0.463
2.6111	0.009	0.007	0.000	0.463
2.6667	0.009	0.008	0.000	0.463
2.7222	0.009	0.008	0.000	0.463
2.7778	0.009	0.008	0.000	0.463
2.8333	0.009	0.008	0.000	0.463
2.8889	0.009	0.008	0.000	0.463
2.9444	0.009	0.008	0.000	0.463
3.0000	0.009	0.009	0.000	0.463
3.0556	0.009	0.009	0.000	0.463
3.1111	0.009	0.009	0.000	0.463
3.1667	0.009	0.009	0.000	0.463
3.2222	0.009	0.009	0.000	0.463
3.2778	0.009	0.009	0.000	0.463
3.3333	0.009	0.010	0.000	0.463
3.3889	0.009	0.010	0.000	0.463
3.4444	0.009	0.010	0.000	0.463
3.5000	0.009	0.010	0.000	0.463
3.5556	0.009	0.010	0.000	0.463
3.6111	0.009	0.010	0.000	0.463
3.6667	0.009	0.011	0.000	0.463
3.7222	0.009	0.011	0.000	0.463
3.7778	0.009	0.011	0.000	0.463
3.8333	0.009	0.011	0.000	0.463
3.8889	0.009	0.011	0.000	0.463
3.9444	0.009	0.012	0.000	0.463
4.0000	0.009	0.012	0.000	0.463
4.0556	0.009	0.012	0.000	0.463
4.1111	0.009	0.012	0.000	0.463
4.1667	0.009	0.012	0.000	0.463
4.2222	0.009	0.012	0.000	0.463
4.2778	0.009	0.013	0.000	0.463
4.3333	0.009	0.013	0.000	0.463
4.3889	0.009	0.013	0.000	0.463
4.4444	0.009	0.013	0.000	0.463

4.5000	0.009	0.013	0.000	0.463
4.5556	0.009	0.013	0.000	0.463
4.6111	0.009	0.014	0.000	0.463
4.6667	0.009	0.014	0.000	0.463
4.7222	0.009	0.014	0.000	0.463
4.7778	0.009	0.014	0.040	0.463
4.8333	0.009	0.014	0.211	0.463
4.8889	0.009	0.014	0.445	0.463
4.9444	0.009	0.015	0.706	0.463
5.0000	0.009	0.015	0.957	0.463

Gravel Trench Bed 2a

Bottom Length: 7.00 ft.
 Bottom Width: 4.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 3
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 5.5
 Total Volume Through Riser (ac-ft.): 0
 Total Volume Through Facility (ac-ft.): 5.5
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 2.8 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.000643	0.000000	0.000	0.000
0.0333	0.000643	0.000007	0.000	0.032
0.0667	0.000643	0.000014	0.000	0.032
0.1000	0.000643	0.000021	0.000	0.032
0.1333	0.000643	0.000028	0.000	0.032
0.1667	0.000643	0.000035	0.000	0.032
0.2000	0.000643	0.000042	0.000	0.032
0.2333	0.000643	0.000049	0.000	0.032
0.2667	0.000643	0.000057	0.000	0.032
0.3000	0.000643	0.000064	0.000	0.032
0.3333	0.000643	0.000071	0.000	0.032
0.3667	0.000643	0.000078	0.000	0.032
0.4000	0.000643	0.000085	0.000	0.032
0.4333	0.000643	0.000092	0.000	0.032
0.4667	0.000643	0.000099	0.000	0.032
0.5000	0.000643	0.000106	0.000	0.032
0.5333	0.000643	0.000113	0.000	0.032
0.5667	0.000643	0.000120	0.000	0.032
0.6000	0.000643	0.000127	0.000	0.032
0.6333	0.000643	0.000134	0.000	0.032
0.6667	0.000643	0.000141	0.000	0.032
0.7000	0.000643	0.000148	0.000	0.032
0.7333	0.000643	0.000156	0.000	0.032
0.7667	0.000643	0.000163	0.000	0.032
0.8000	0.000643	0.000170	0.000	0.032

0.8333	0.000643	0.000177	0.000	0.032
0.8667	0.000643	0.000184	0.000	0.032
0.9000	0.000643	0.000191	0.000	0.032
0.9333	0.000643	0.000198	0.000	0.032
0.9667	0.000643	0.000205	0.000	0.032
1.0000	0.000643	0.000212	0.000	0.032
1.0333	0.000643	0.000219	0.000	0.032
1.0667	0.000643	0.000226	0.000	0.032
1.1000	0.000643	0.000233	0.000	0.032
1.1333	0.000643	0.000240	0.000	0.032
1.1667	0.000643	0.000247	0.000	0.032
1.2000	0.000643	0.000255	0.000	0.032
1.2333	0.000643	0.000262	0.000	0.032
1.2667	0.000643	0.000269	0.000	0.032
1.3000	0.000643	0.000276	0.000	0.032
1.3333	0.000643	0.000283	0.000	0.032
1.3667	0.000643	0.000290	0.000	0.032
1.4000	0.000643	0.000297	0.000	0.032
1.4333	0.000643	0.000304	0.000	0.032
1.4667	0.000643	0.000311	0.000	0.032
1.5000	0.000643	0.000318	0.000	0.032
1.5333	0.000643	0.000325	0.000	0.032
1.5667	0.000643	0.000332	0.000	0.032
1.6000	0.000643	0.000339	0.000	0.032
1.6333	0.000643	0.000346	0.000	0.032
1.6667	0.000643	0.000354	0.000	0.032
1.7000	0.000643	0.000361	0.000	0.032
1.7333	0.000643	0.000368	0.000	0.032
1.7667	0.000643	0.000375	0.000	0.032
1.8000	0.000643	0.000382	0.000	0.032
1.8333	0.000643	0.000389	0.000	0.032
1.8667	0.000643	0.000396	0.000	0.032
1.9000	0.000643	0.000403	0.000	0.032
1.9333	0.000643	0.000410	0.000	0.032
1.9667	0.000643	0.000417	0.000	0.032
2.0000	0.000643	0.000424	0.000	0.032
2.0333	0.000643	0.000431	0.000	0.032
2.0667	0.000643	0.000438	0.000	0.032
2.1000	0.000643	0.000445	0.000	0.032
2.1333	0.000643	0.000453	0.000	0.032
2.1667	0.000643	0.000460	0.000	0.032
2.2000	0.000643	0.000467	0.000	0.032
2.2333	0.000643	0.000474	0.000	0.032
2.2667	0.000643	0.000481	0.000	0.032
2.3000	0.000643	0.000488	0.000	0.032
2.3333	0.000643	0.000495	0.000	0.032
2.3667	0.000643	0.000502	0.000	0.032
2.4000	0.000643	0.000509	0.000	0.032
2.4333	0.000643	0.000516	0.000	0.032
2.4667	0.000643	0.000523	0.000	0.032
2.5000	0.000643	0.000530	0.000	0.032
2.5333	0.000643	0.000537	0.000	0.032
2.5667	0.000643	0.000544	0.000	0.032
2.6000	0.000643	0.000552	0.000	0.032
2.6333	0.000643	0.000559	0.000	0.032
2.6667	0.000643	0.000566	0.000	0.032
2.7000	0.000643	0.000573	0.000	0.032
2.7333	0.000643	0.000580	0.000	0.032

2.7667	0.000643	0.000587	0.000	0.032
2.8000	0.000643	0.000594	0.000	0.032
2.8333	0.000643	0.000601	0.053	0.032
2.8667	0.000643	0.000608	0.151	0.032
2.9000	0.000643	0.000615	0.276	0.032
2.9333	0.000643	0.000622	0.420	0.032
2.9667	0.000643	0.000629	0.575	0.032
3.0000	0.000643	0.000636	0.733	0.032

Gravel Trench Bed 3

Bottom Length: 35.00 ft.
 Bottom Width: 5.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.35
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 52.95
 Total Volume Through Riser (ac-ft.): 0.002
 Total Volume Through Facility (ac-ft.): 52.952
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.004	0.000	0.000	0.000
0.0556	0.004	0.000	0.000	0.202
0.1111	0.004	0.000	0.000	0.202
0.1667	0.004	0.000	0.000	0.202
0.2222	0.004	0.000	0.000	0.202
0.2778	0.004	0.000	0.000	0.202
0.3333	0.004	0.000	0.000	0.202
0.3889	0.004	0.000	0.000	0.202
0.4444	0.004	0.000	0.000	0.202
0.5000	0.004	0.000	0.000	0.202
0.5556	0.004	0.000	0.000	0.202
0.6111	0.004	0.000	0.000	0.202
0.6667	0.004	0.000	0.000	0.202
0.7222	0.004	0.001	0.000	0.202
0.7778	0.004	0.001	0.000	0.202
0.8333	0.004	0.001	0.000	0.202
0.8889	0.004	0.001	0.000	0.202
0.9444	0.004	0.001	0.000	0.202
1.0000	0.004	0.001	0.000	0.202
1.0556	0.004	0.001	0.000	0.202
1.1111	0.004	0.001	0.000	0.202
1.1667	0.004	0.001	0.000	0.202
1.2222	0.004	0.001	0.000	0.202
1.2778	0.004	0.001	0.000	0.202
1.3333	0.004	0.001	0.000	0.202

1.3889	0.004	0.002	0.000	0.202
1.4444	0.004	0.002	0.000	0.202
1.5000	0.004	0.002	0.000	0.202
1.5556	0.004	0.002	0.000	0.202
1.6111	0.004	0.002	0.000	0.202
1.6667	0.004	0.002	0.000	0.202
1.7222	0.004	0.002	0.000	0.202
1.7778	0.004	0.002	0.000	0.202
1.8333	0.004	0.002	0.000	0.202
1.8889	0.004	0.002	0.000	0.202
1.9444	0.004	0.002	0.000	0.202
2.0000	0.004	0.002	0.000	0.202
2.0556	0.004	0.002	0.000	0.202
2.1111	0.004	0.003	0.000	0.202
2.1667	0.004	0.003	0.000	0.202
2.2222	0.004	0.003	0.000	0.202
2.2778	0.004	0.003	0.000	0.202
2.3333	0.004	0.003	0.000	0.202
2.3889	0.004	0.003	0.000	0.202
2.4444	0.004	0.003	0.000	0.202
2.5000	0.004	0.003	0.000	0.202
2.5556	0.004	0.003	0.000	0.202
2.6111	0.004	0.003	0.000	0.202
2.6667	0.004	0.003	0.000	0.202
2.7222	0.004	0.003	0.000	0.202
2.7778	0.004	0.003	0.000	0.202
2.8333	0.004	0.004	0.000	0.202
2.8889	0.004	0.004	0.000	0.202
2.9444	0.004	0.004	0.000	0.202
3.0000	0.004	0.004	0.000	0.202
3.0556	0.004	0.004	0.000	0.202
3.1111	0.004	0.004	0.000	0.202
3.1667	0.004	0.004	0.000	0.202
3.2222	0.004	0.004	0.000	0.202
3.2778	0.004	0.004	0.000	0.202
3.3333	0.004	0.004	0.000	0.202
3.3889	0.004	0.004	0.000	0.202
3.4444	0.004	0.004	0.000	0.202
3.5000	0.004	0.004	0.000	0.202
3.5556	0.004	0.005	0.000	0.202
3.6111	0.004	0.005	0.000	0.202
3.6667	0.004	0.005	0.000	0.202
3.7222	0.004	0.005	0.000	0.202
3.7778	0.004	0.005	0.000	0.202
3.8333	0.004	0.005	0.000	0.202
3.8889	0.004	0.005	0.000	0.202
3.9444	0.004	0.005	0.000	0.202
4.0000	0.004	0.005	0.000	0.202
4.0556	0.004	0.005	0.000	0.202
4.1111	0.004	0.005	0.000	0.202
4.1667	0.004	0.005	0.000	0.202
4.2222	0.004	0.005	0.000	0.202
4.2778	0.004	0.006	0.000	0.202
4.3333	0.004	0.006	0.000	0.202
4.3889	0.004	0.006	0.000	0.202
4.4444	0.004	0.006	0.000	0.202
4.5000	0.004	0.006	0.000	0.202
4.5556	0.004	0.006	0.000	0.202

4.6111	0.004	0.006	0.000	0.202
4.6667	0.004	0.006	0.000	0.202
4.7222	0.004	0.006	0.000	0.202
4.7778	0.004	0.006	0.040	0.202
4.8333	0.004	0.006	0.211	0.202
4.8889	0.004	0.006	0.445	0.202
4.9444	0.004	0.007	0.706	0.202
5.0000	0.004	0.007	0.957	0.202

Gravel Trench Bed 4

Bottom Length: 80.00 ft.
 Bottom Width: 10.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.35
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 253.682
 Total Volume Through Riser (ac-ft.): 0.011
 Total Volume Through Facility (ac-ft.): 253.693
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.018	0.000	0.000	0.000
0.0556	0.018	0.000	0.000	0.925
0.1111	0.018	0.000	0.000	0.925
0.1667	0.018	0.001	0.000	0.925
0.2222	0.018	0.001	0.000	0.925
0.2778	0.018	0.001	0.000	0.925
0.3333	0.018	0.002	0.000	0.925
0.3889	0.018	0.002	0.000	0.925
0.4444	0.018	0.002	0.000	0.925
0.5000	0.018	0.003	0.000	0.925
0.5556	0.018	0.003	0.000	0.925
0.6111	0.018	0.003	0.000	0.925
0.6667	0.018	0.004	0.000	0.925
0.7222	0.018	0.004	0.000	0.925
0.7778	0.018	0.005	0.000	0.925
0.8333	0.018	0.005	0.000	0.925
0.8889	0.018	0.005	0.000	0.925
0.9444	0.018	0.006	0.000	0.925
1.0000	0.018	0.006	0.000	0.925
1.0556	0.018	0.006	0.000	0.925
1.1111	0.018	0.007	0.000	0.925
1.1667	0.018	0.007	0.000	0.925
1.2222	0.018	0.007	0.000	0.925
1.2778	0.018	0.008	0.000	0.925
1.3333	0.018	0.008	0.000	0.925

1.3889	0.018	0.008	0.000	0.925
1.4444	0.018	0.009	0.000	0.925
1.5000	0.018	0.009	0.000	0.925
1.5556	0.018	0.010	0.000	0.925
1.6111	0.018	0.010	0.000	0.925
1.6667	0.018	0.010	0.000	0.925
1.7222	0.018	0.011	0.000	0.925
1.7778	0.018	0.011	0.000	0.925
1.8333	0.018	0.011	0.000	0.925
1.8889	0.018	0.012	0.000	0.925
1.9444	0.018	0.012	0.000	0.925
2.0000	0.018	0.012	0.000	0.925
2.0556	0.018	0.013	0.000	0.925
2.1111	0.018	0.013	0.000	0.925
2.1667	0.018	0.013	0.000	0.925
2.2222	0.018	0.014	0.000	0.925
2.2778	0.018	0.014	0.000	0.925
2.3333	0.018	0.015	0.000	0.925
2.3889	0.018	0.015	0.000	0.925
2.4444	0.018	0.015	0.000	0.925
2.5000	0.018	0.016	0.000	0.925
2.5556	0.018	0.016	0.000	0.925
2.6111	0.018	0.016	0.000	0.925
2.6667	0.018	0.017	0.000	0.925
2.7222	0.018	0.017	0.000	0.925
2.7778	0.018	0.017	0.000	0.925
2.8333	0.018	0.018	0.000	0.925
2.8889	0.018	0.018	0.000	0.925
2.9444	0.018	0.018	0.000	0.925
3.0000	0.018	0.019	0.000	0.925
3.0556	0.018	0.019	0.000	0.925
3.1111	0.018	0.020	0.000	0.925
3.1667	0.018	0.020	0.000	0.925
3.2222	0.018	0.020	0.000	0.925
3.2778	0.018	0.021	0.000	0.925
3.3333	0.018	0.021	0.000	0.925
3.3889	0.018	0.021	0.000	0.925
3.4444	0.018	0.022	0.000	0.925
3.5000	0.018	0.022	0.000	0.925
3.5556	0.018	0.022	0.000	0.925
3.6111	0.018	0.023	0.000	0.925
3.6667	0.018	0.023	0.000	0.925
3.7222	0.018	0.023	0.000	0.925
3.7778	0.018	0.024	0.000	0.925
3.8333	0.018	0.024	0.000	0.925
3.8889	0.018	0.025	0.000	0.925
3.9444	0.018	0.025	0.000	0.925
4.0000	0.018	0.025	0.000	0.925
4.0556	0.018	0.026	0.000	0.925
4.1111	0.018	0.026	0.000	0.925
4.1667	0.018	0.026	0.000	0.925
4.2222	0.018	0.027	0.000	0.925
4.2778	0.018	0.027	0.000	0.925
4.3333	0.018	0.027	0.000	0.925
4.3889	0.018	0.028	0.000	0.925
4.4444	0.018	0.028	0.000	0.925
4.5000	0.018	0.028	0.000	0.925
4.5556	0.018	0.029	0.000	0.925

4.6111	0.018	0.029	0.000	0.925
4.6667	0.018	0.030	0.000	0.925
4.7222	0.018	0.030	0.000	0.925
4.7778	0.018	0.030	0.040	0.925
4.8333	0.018	0.031	0.211	0.925
4.8889	0.018	0.031	0.445	0.925
4.9444	0.018	0.031	0.706	0.925
5.0000	0.018	0.032	0.957	0.925

Gravel Trench Bed 5

Bottom Length: 25.00 ft.
 Bottom Width: 5.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.35
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 33.095
 Total Volume Through Riser (ac-ft.): 0
 Total Volume Through Facility (ac-ft.): 33.095
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.002	0.000	0.000	0.000
0.0556	0.002	0.000	0.000	0.144
0.1111	0.002	0.000	0.000	0.144
0.1667	0.002	0.000	0.000	0.144
0.2222	0.002	0.000	0.000	0.144
0.2778	0.002	0.000	0.000	0.144
0.3333	0.002	0.000	0.000	0.144
0.3889	0.002	0.000	0.000	0.144
0.4444	0.002	0.000	0.000	0.144
0.5000	0.002	0.000	0.000	0.144
0.5556	0.002	0.000	0.000	0.144
0.6111	0.002	0.000	0.000	0.144
0.6667	0.002	0.000	0.000	0.144
0.7222	0.002	0.000	0.000	0.144
0.7778	0.002	0.000	0.000	0.144
0.8333	0.002	0.000	0.000	0.144
0.8889	0.002	0.000	0.000	0.144
0.9444	0.002	0.000	0.000	0.144
1.0000	0.002	0.001	0.000	0.144
1.0556	0.002	0.001	0.000	0.144
1.1111	0.002	0.001	0.000	0.144
1.1667	0.002	0.001	0.000	0.144
1.2222	0.002	0.001	0.000	0.144
1.2778	0.002	0.001	0.000	0.144
1.3333	0.002	0.001	0.000	0.144

1.3889	0.002	0.001	0.000	0.144
1.4444	0.002	0.001	0.000	0.144
1.5000	0.002	0.001	0.000	0.144
1.5556	0.002	0.001	0.000	0.144
1.6111	0.002	0.001	0.000	0.144
1.6667	0.002	0.001	0.000	0.144
1.7222	0.002	0.001	0.000	0.144
1.7778	0.002	0.001	0.000	0.144
1.8333	0.002	0.001	0.000	0.144
1.8889	0.002	0.001	0.000	0.144
1.9444	0.002	0.002	0.000	0.144
2.0000	0.002	0.002	0.000	0.144
2.0556	0.002	0.002	0.000	0.144
2.1111	0.002	0.002	0.000	0.144
2.1667	0.002	0.002	0.000	0.144
2.2222	0.002	0.002	0.000	0.144
2.2778	0.002	0.002	0.000	0.144
2.3333	0.002	0.002	0.000	0.144
2.3889	0.002	0.002	0.000	0.144
2.4444	0.002	0.002	0.000	0.144
2.5000	0.002	0.002	0.000	0.144
2.5556	0.002	0.002	0.000	0.144
2.6111	0.002	0.002	0.000	0.144
2.6667	0.002	0.002	0.000	0.144
2.7222	0.002	0.002	0.000	0.144
2.7778	0.002	0.002	0.000	0.144
2.8333	0.002	0.002	0.000	0.144
2.8889	0.002	0.002	0.000	0.144
2.9444	0.002	0.003	0.000	0.144
3.0000	0.002	0.003	0.000	0.144
3.0556	0.002	0.003	0.000	0.144
3.1111	0.002	0.003	0.000	0.144
3.1667	0.002	0.003	0.000	0.144
3.2222	0.002	0.003	0.000	0.144
3.2778	0.002	0.003	0.000	0.144
3.3333	0.002	0.003	0.000	0.144
3.3889	0.002	0.003	0.000	0.144
3.4444	0.002	0.003	0.000	0.144
3.5000	0.002	0.003	0.000	0.144
3.5556	0.002	0.003	0.000	0.144
3.6111	0.002	0.003	0.000	0.144
3.6667	0.002	0.003	0.000	0.144
3.7222	0.002	0.003	0.000	0.144
3.7778	0.002	0.003	0.000	0.144
3.8333	0.002	0.003	0.000	0.144
3.8889	0.002	0.003	0.000	0.144
3.9444	0.002	0.004	0.000	0.144
4.0000	0.002	0.004	0.000	0.144
4.0556	0.002	0.004	0.000	0.144
4.1111	0.002	0.004	0.000	0.144
4.1667	0.002	0.004	0.000	0.144
4.2222	0.002	0.004	0.000	0.144
4.2778	0.002	0.004	0.000	0.144
4.3333	0.002	0.004	0.000	0.144
4.3889	0.002	0.004	0.000	0.144
4.4444	0.002	0.004	0.000	0.144
4.5000	0.002	0.004	0.000	0.144
4.5556	0.002	0.004	0.000	0.144

4.6111	0.002	0.004	0.000	0.144
4.6667	0.002	0.004	0.000	0.144
4.7222	0.002	0.004	0.000	0.144
4.7778	0.002	0.004	0.040	0.144
4.8333	0.002	0.004	0.211	0.144
4.8889	0.002	0.004	0.445	0.144
4.9444	0.002	0.005	0.706	0.144
5.0000	0.002	0.005	0.957	0.144

Gravel Trench Bed 6

Bottom Length: 20.00 ft.
 Bottom Width: 5.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 28.165
 Total Volume Through Riser (ac-ft.): 0
 Total Volume Through Facility (ac-ft.): 28.165
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.002	0.000	0.000	0.000
0.0556	0.002	0.000	0.000	0.115
0.1111	0.002	0.000	0.000	0.115
0.1667	0.002	0.000	0.000	0.115
0.2222	0.002	0.000	0.000	0.115
0.2778	0.002	0.000	0.000	0.115
0.3333	0.002	0.000	0.000	0.115
0.3889	0.002	0.000	0.000	0.115
0.4444	0.002	0.000	0.000	0.115
0.5000	0.002	0.000	0.000	0.115
0.5556	0.002	0.000	0.000	0.115
0.6111	0.002	0.000	0.000	0.115
0.6667	0.002	0.000	0.000	0.115
0.7222	0.002	0.000	0.000	0.115
0.7778	0.002	0.000	0.000	0.115
0.8333	0.002	0.000	0.000	0.115
0.8889	0.002	0.000	0.000	0.115
0.9444	0.002	0.000	0.000	0.115
1.0000	0.002	0.000	0.000	0.115
1.0556	0.002	0.000	0.000	0.115
1.1111	0.002	0.000	0.000	0.115
1.1667	0.002	0.000	0.000	0.115
1.2222	0.002	0.000	0.000	0.115
1.2778	0.002	0.001	0.000	0.115
1.3333	0.002	0.001	0.000	0.115

1.3889	0.002	0.001	0.000	0.115
1.4444	0.002	0.001	0.000	0.115
1.5000	0.002	0.001	0.000	0.115
1.5556	0.002	0.001	0.000	0.115
1.6111	0.002	0.001	0.000	0.115
1.6667	0.002	0.001	0.000	0.115
1.7222	0.002	0.001	0.000	0.115
1.7778	0.002	0.001	0.000	0.115
1.8333	0.002	0.001	0.000	0.115
1.8889	0.002	0.001	0.000	0.115
1.9444	0.002	0.001	0.000	0.115
2.0000	0.002	0.001	0.000	0.115
2.0556	0.002	0.001	0.000	0.115
2.1111	0.002	0.001	0.000	0.115
2.1667	0.002	0.001	0.000	0.115
2.2222	0.002	0.001	0.000	0.115
2.2778	0.002	0.001	0.000	0.115
2.3333	0.002	0.001	0.000	0.115
2.3889	0.002	0.001	0.000	0.115
2.4444	0.002	0.001	0.000	0.115
2.5000	0.002	0.001	0.000	0.115
2.5556	0.002	0.001	0.000	0.115
2.6111	0.002	0.002	0.000	0.115
2.6667	0.002	0.002	0.000	0.115
2.7222	0.002	0.002	0.000	0.115
2.7778	0.002	0.002	0.000	0.115
2.8333	0.002	0.002	0.000	0.115
2.8889	0.002	0.002	0.000	0.115
2.9444	0.002	0.002	0.000	0.115
3.0000	0.002	0.002	0.000	0.115
3.0556	0.002	0.002	0.000	0.115
3.1111	0.002	0.002	0.000	0.115
3.1667	0.002	0.002	0.000	0.115
3.2222	0.002	0.002	0.000	0.115
3.2778	0.002	0.002	0.000	0.115
3.3333	0.002	0.002	0.000	0.115
3.3889	0.002	0.002	0.000	0.115
3.4444	0.002	0.002	0.000	0.115
3.5000	0.002	0.002	0.000	0.115
3.5556	0.002	0.002	0.000	0.115
3.6111	0.002	0.002	0.000	0.115
3.6667	0.002	0.002	0.000	0.115
3.7222	0.002	0.002	0.000	0.115
3.7778	0.002	0.002	0.000	0.115
3.8333	0.002	0.002	0.000	0.115
3.8889	0.002	0.002	0.000	0.115
3.9444	0.002	0.003	0.000	0.115
4.0000	0.002	0.003	0.000	0.115
4.0556	0.002	0.003	0.000	0.115
4.1111	0.002	0.003	0.000	0.115
4.1667	0.002	0.003	0.000	0.115
4.2222	0.002	0.003	0.000	0.115
4.2778	0.002	0.003	0.000	0.115
4.3333	0.002	0.003	0.000	0.115
4.3889	0.002	0.003	0.000	0.115
4.4444	0.002	0.003	0.000	0.115
4.5000	0.002	0.003	0.000	0.115
4.5556	0.002	0.003	0.000	0.115

4.6111	0.002	0.003	0.000	0.115
4.6667	0.002	0.003	0.000	0.115
4.7222	0.002	0.003	0.000	0.115
4.7778	0.002	0.003	0.040	0.115
4.8333	0.002	0.003	0.211	0.115
4.8889	0.002	0.003	0.445	0.115
4.9444	0.002	0.003	0.706	0.115
5.0000	0.002	0.003	0.957	0.115

Gravel Trench Bed 2b

Bottom Length: 7.00 ft.
 Bottom Width: 4.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 3
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 6.077
 Total Volume Through Riser (ac-ft.): 0
 Total Volume Through Facility (ac-ft.): 6.077
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 2.8 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.000643	0.000000	0.000	0.000
0.0333	0.000643	0.000007	0.000	0.032
0.0667	0.000643	0.000014	0.000	0.032
0.1000	0.000643	0.000021	0.000	0.032
0.1333	0.000643	0.000028	0.000	0.032
0.1667	0.000643	0.000035	0.000	0.032
0.2000	0.000643	0.000042	0.000	0.032
0.2333	0.000643	0.000049	0.000	0.032
0.2667	0.000643	0.000057	0.000	0.032
0.3000	0.000643	0.000064	0.000	0.032
0.3333	0.000643	0.000071	0.000	0.032
0.3667	0.000643	0.000078	0.000	0.032
0.4000	0.000643	0.000085	0.000	0.032
0.4333	0.000643	0.000092	0.000	0.032
0.4667	0.000643	0.000099	0.000	0.032
0.5000	0.000643	0.000106	0.000	0.032
0.5333	0.000643	0.000113	0.000	0.032
0.5667	0.000643	0.000120	0.000	0.032
0.6000	0.000643	0.000127	0.000	0.032
0.6333	0.000643	0.000134	0.000	0.032
0.6667	0.000643	0.000141	0.000	0.032
0.7000	0.000643	0.000148	0.000	0.032
0.7333	0.000643	0.000156	0.000	0.032
0.7667	0.000643	0.000163	0.000	0.032
0.8000	0.000643	0.000170	0.000	0.032

0.8333	0.000643	0.000177	0.000	0.032
0.8667	0.000643	0.000184	0.000	0.032
0.9000	0.000643	0.000191	0.000	0.032
0.9333	0.000643	0.000198	0.000	0.032
0.9667	0.000643	0.000205	0.000	0.032
1.0000	0.000643	0.000212	0.000	0.032
1.0333	0.000643	0.000219	0.000	0.032
1.0667	0.000643	0.000226	0.000	0.032
1.1000	0.000643	0.000233	0.000	0.032
1.1333	0.000643	0.000240	0.000	0.032
1.1667	0.000643	0.000247	0.000	0.032
1.2000	0.000643	0.000255	0.000	0.032
1.2333	0.000643	0.000262	0.000	0.032
1.2667	0.000643	0.000269	0.000	0.032
1.3000	0.000643	0.000276	0.000	0.032
1.3333	0.000643	0.000283	0.000	0.032
1.3667	0.000643	0.000290	0.000	0.032
1.4000	0.000643	0.000297	0.000	0.032
1.4333	0.000643	0.000304	0.000	0.032
1.4667	0.000643	0.000311	0.000	0.032
1.5000	0.000643	0.000318	0.000	0.032
1.5333	0.000643	0.000325	0.000	0.032
1.5667	0.000643	0.000332	0.000	0.032
1.6000	0.000643	0.000339	0.000	0.032
1.6333	0.000643	0.000346	0.000	0.032
1.6667	0.000643	0.000354	0.000	0.032
1.7000	0.000643	0.000361	0.000	0.032
1.7333	0.000643	0.000368	0.000	0.032
1.7667	0.000643	0.000375	0.000	0.032
1.8000	0.000643	0.000382	0.000	0.032
1.8333	0.000643	0.000389	0.000	0.032
1.8667	0.000643	0.000396	0.000	0.032
1.9000	0.000643	0.000403	0.000	0.032
1.9333	0.000643	0.000410	0.000	0.032
1.9667	0.000643	0.000417	0.000	0.032
2.0000	0.000643	0.000424	0.000	0.032
2.0333	0.000643	0.000431	0.000	0.032
2.0667	0.000643	0.000438	0.000	0.032
2.1000	0.000643	0.000445	0.000	0.032
2.1333	0.000643	0.000453	0.000	0.032
2.1667	0.000643	0.000460	0.000	0.032
2.2000	0.000643	0.000467	0.000	0.032
2.2333	0.000643	0.000474	0.000	0.032
2.2667	0.000643	0.000481	0.000	0.032
2.3000	0.000643	0.000488	0.000	0.032
2.3333	0.000643	0.000495	0.000	0.032
2.3667	0.000643	0.000502	0.000	0.032
2.4000	0.000643	0.000509	0.000	0.032
2.4333	0.000643	0.000516	0.000	0.032
2.4667	0.000643	0.000523	0.000	0.032
2.5000	0.000643	0.000530	0.000	0.032
2.5333	0.000643	0.000537	0.000	0.032
2.5667	0.000643	0.000544	0.000	0.032
2.6000	0.000643	0.000552	0.000	0.032
2.6333	0.000643	0.000559	0.000	0.032
2.6667	0.000643	0.000566	0.000	0.032
2.7000	0.000643	0.000573	0.000	0.032
2.7333	0.000643	0.000580	0.000	0.032

2.7667	0.000643	0.000587	0.000	0.032
2.8000	0.000643	0.000594	0.000	0.032
2.8333	0.000643	0.000601	0.053	0.032
2.8667	0.000643	0.000608	0.151	0.032
2.9000	0.000643	0.000615	0.276	0.032
2.9333	0.000643	0.000622	0.420	0.032
2.9667	0.000643	0.000629	0.575	0.032
3.0000	0.000643	0.000636	0.733	0.032

Gravel Trench Bed 7

Bottom Length: 20.00 ft.
 Bottom Width: 5.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 26.433
 Total Volume Through Riser (ac-ft.): 0
 Total Volume Through Facility (ac-ft.): 26.433
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.002	0.000	0.000	0.000
0.0556	0.002	0.000	0.000	0.115
0.1111	0.002	0.000	0.000	0.115
0.1667	0.002	0.000	0.000	0.115
0.2222	0.002	0.000	0.000	0.115
0.2778	0.002	0.000	0.000	0.115
0.3333	0.002	0.000	0.000	0.115
0.3889	0.002	0.000	0.000	0.115
0.4444	0.002	0.000	0.000	0.115
0.5000	0.002	0.000	0.000	0.115
0.5556	0.002	0.000	0.000	0.115
0.6111	0.002	0.000	0.000	0.115
0.6667	0.002	0.000	0.000	0.115
0.7222	0.002	0.000	0.000	0.115
0.7778	0.002	0.000	0.000	0.115
0.8333	0.002	0.000	0.000	0.115
0.8889	0.002	0.000	0.000	0.115
0.9444	0.002	0.000	0.000	0.115
1.0000	0.002	0.000	0.000	0.115
1.0556	0.002	0.000	0.000	0.115
1.1111	0.002	0.000	0.000	0.115
1.1667	0.002	0.000	0.000	0.115
1.2222	0.002	0.000	0.000	0.115
1.2778	0.002	0.001	0.000	0.115
1.3333	0.002	0.001	0.000	0.115

1.3889	0.002	0.001	0.000	0.115
1.4444	0.002	0.001	0.000	0.115
1.5000	0.002	0.001	0.000	0.115
1.5556	0.002	0.001	0.000	0.115
1.6111	0.002	0.001	0.000	0.115
1.6667	0.002	0.001	0.000	0.115
1.7222	0.002	0.001	0.000	0.115
1.7778	0.002	0.001	0.000	0.115
1.8333	0.002	0.001	0.000	0.115
1.8889	0.002	0.001	0.000	0.115
1.9444	0.002	0.001	0.000	0.115
2.0000	0.002	0.001	0.000	0.115
2.0556	0.002	0.001	0.000	0.115
2.1111	0.002	0.001	0.000	0.115
2.1667	0.002	0.001	0.000	0.115
2.2222	0.002	0.001	0.000	0.115
2.2778	0.002	0.001	0.000	0.115
2.3333	0.002	0.001	0.000	0.115
2.3889	0.002	0.001	0.000	0.115
2.4444	0.002	0.001	0.000	0.115
2.5000	0.002	0.001	0.000	0.115
2.5556	0.002	0.001	0.000	0.115
2.6111	0.002	0.002	0.000	0.115
2.6667	0.002	0.002	0.000	0.115
2.7222	0.002	0.002	0.000	0.115
2.7778	0.002	0.002	0.000	0.115
2.8333	0.002	0.002	0.000	0.115
2.8889	0.002	0.002	0.000	0.115
2.9444	0.002	0.002	0.000	0.115
3.0000	0.002	0.002	0.000	0.115
3.0556	0.002	0.002	0.000	0.115
3.1111	0.002	0.002	0.000	0.115
3.1667	0.002	0.002	0.000	0.115
3.2222	0.002	0.002	0.000	0.115
3.2778	0.002	0.002	0.000	0.115
3.3333	0.002	0.002	0.000	0.115
3.3889	0.002	0.002	0.000	0.115
3.4444	0.002	0.002	0.000	0.115
3.5000	0.002	0.002	0.000	0.115
3.5556	0.002	0.002	0.000	0.115
3.6111	0.002	0.002	0.000	0.115
3.6667	0.002	0.002	0.000	0.115
3.7222	0.002	0.002	0.000	0.115
3.7778	0.002	0.002	0.000	0.115
3.8333	0.002	0.002	0.000	0.115
3.8889	0.002	0.002	0.000	0.115
3.9444	0.002	0.003	0.000	0.115
4.0000	0.002	0.003	0.000	0.115
4.0556	0.002	0.003	0.000	0.115
4.1111	0.002	0.003	0.000	0.115
4.1667	0.002	0.003	0.000	0.115
4.2222	0.002	0.003	0.000	0.115
4.2778	0.002	0.003	0.000	0.115
4.3333	0.002	0.003	0.000	0.115
4.3889	0.002	0.003	0.000	0.115
4.4444	0.002	0.003	0.000	0.115
4.5000	0.002	0.003	0.000	0.115
4.5556	0.002	0.003	0.000	0.115

4.6111	0.002	0.003	0.000	0.115
4.6667	0.002	0.003	0.000	0.115
4.7222	0.002	0.003	0.000	0.115
4.7778	0.002	0.003	0.040	0.115
4.8333	0.002	0.003	0.211	0.115
4.8889	0.002	0.003	0.445	0.115
4.9444	0.002	0.003	0.706	0.115
5.0000	0.002	0.003	0.957	0.115

Gravel Trench Bed 8

Bottom Length: 15.00 ft.
 Bottom Width: 5.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 20.594
 Total Volume Through Riser (ac-ft.): 0
 Total Volume Through Facility (ac-ft.): 20.594
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.001722	0.000000	0.000	0.000
0.0556	0.001722	0.000032	0.000	0.086
0.1111	0.001722	0.000063	0.000	0.086
0.1667	0.001722	0.000095	0.000	0.086
0.2222	0.001722	0.000126	0.000	0.086
0.2778	0.001722	0.000158	0.000	0.086
0.3333	0.001722	0.000189	0.000	0.086
0.3889	0.001722	0.000221	0.000	0.086
0.4444	0.001722	0.000253	0.000	0.086
0.5000	0.001722	0.000284	0.000	0.086
0.5556	0.001722	0.000316	0.000	0.086
0.6111	0.001722	0.000347	0.000	0.086
0.6667	0.001722	0.000379	0.000	0.086
0.7222	0.001722	0.000410	0.000	0.086
0.7778	0.001722	0.000442	0.000	0.086
0.8333	0.001722	0.000473	0.000	0.086
0.8889	0.001722	0.000505	0.000	0.086
0.9444	0.001722	0.000537	0.000	0.086
1.0000	0.001722	0.000568	0.000	0.086
1.0556	0.001722	0.000600	0.000	0.086
1.1111	0.001722	0.000631	0.000	0.086
1.1667	0.001722	0.000663	0.000	0.086
1.2222	0.001722	0.000694	0.000	0.086
1.2778	0.001722	0.000726	0.000	0.086
1.3333	0.001722	0.000758	0.000	0.086

1.3889	0.001722	0.000789	0.000	0.086
1.4444	0.001722	0.000821	0.000	0.086
1.5000	0.001722	0.000852	0.000	0.086
1.5556	0.001722	0.000884	0.000	0.086
1.6111	0.001722	0.000915	0.000	0.086
1.6667	0.001722	0.000947	0.000	0.086
1.7222	0.001722	0.000979	0.000	0.086
1.7778	0.001722	0.001010	0.000	0.086
1.8333	0.001722	0.001042	0.000	0.086
1.8889	0.001722	0.001073	0.000	0.086
1.9444	0.001722	0.001105	0.000	0.086
2.0000	0.001722	0.001136	0.000	0.086
2.0556	0.001722	0.001168	0.000	0.086
2.1111	0.001722	0.001199	0.000	0.086
2.1667	0.001722	0.001231	0.000	0.086
2.2222	0.001722	0.001263	0.000	0.086
2.2778	0.001722	0.001294	0.000	0.086
2.3333	0.001722	0.001326	0.000	0.086
2.3889	0.001722	0.001357	0.000	0.086
2.4444	0.001722	0.001389	0.000	0.086
2.5000	0.001722	0.001420	0.000	0.086
2.5556	0.001722	0.001452	0.000	0.086
2.6111	0.001722	0.001484	0.000	0.086
2.6667	0.001722	0.001515	0.000	0.086
2.7222	0.001722	0.001547	0.000	0.086
2.7778	0.001722	0.001578	0.000	0.086
2.8333	0.001722	0.001610	0.000	0.086
2.8889	0.001722	0.001641	0.000	0.086
2.9444	0.001722	0.001673	0.000	0.086
3.0000	0.001722	0.001705	0.000	0.086
3.0556	0.001722	0.001736	0.000	0.086
3.1111	0.001722	0.001768	0.000	0.086
3.1667	0.001722	0.001799	0.000	0.086
3.2222	0.001722	0.001831	0.000	0.086
3.2778	0.001722	0.001862	0.000	0.086
3.3333	0.001722	0.001894	0.000	0.086
3.3889	0.001722	0.001926	0.000	0.086
3.4444	0.001722	0.001957	0.000	0.086
3.5000	0.001722	0.001989	0.000	0.086
3.5556	0.001722	0.002020	0.000	0.086
3.6111	0.001722	0.002052	0.000	0.086
3.6667	0.001722	0.002083	0.000	0.086
3.7222	0.001722	0.002115	0.000	0.086
3.7778	0.001722	0.002146	0.000	0.086
3.8333	0.001722	0.002178	0.000	0.086
3.8889	0.001722	0.002210	0.000	0.086
3.9444	0.001722	0.002241	0.000	0.086
4.0000	0.001722	0.002273	0.000	0.086
4.0556	0.001722	0.002304	0.000	0.086
4.1111	0.001722	0.002336	0.000	0.086
4.1667	0.001722	0.002367	0.000	0.086
4.2222	0.001722	0.002399	0.000	0.086
4.2778	0.001722	0.002431	0.000	0.086
4.3333	0.001722	0.002462	0.000	0.086
4.3889	0.001722	0.002494	0.000	0.086
4.4444	0.001722	0.002525	0.000	0.086
4.5000	0.001722	0.002557	0.000	0.086
4.5556	0.001722	0.002588	0.000	0.086

4.6111	0.001722	0.002620	0.000	0.086
4.6667	0.001722	0.002652	0.000	0.086
4.7222	0.001722	0.002683	0.000	0.086
4.7778	0.001722	0.002715	0.040	0.086
4.8333	0.001722	0.002746	0.211	0.086
4.8889	0.001722	0.002778	0.445	0.086
4.9444	0.001722	0.002809	0.706	0.086
5.0000	0.001722	0.002841	0.957	0.086

Gravel Trench Bed 10a

Bottom Length: 7.00 ft.
 Bottom Width: 4.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 3
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 6.99
 Total Volume Through Riser (ac-ft.): 0.001
 Total Volume Through Facility (ac-ft.): 6.991
 Percent Infiltrated: 99.99
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 2.8 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.000643	0.000000	0.000	0.000
0.0333	0.000643	0.000007	0.000	0.032
0.0667	0.000643	0.000014	0.000	0.032
0.1000	0.000643	0.000021	0.000	0.032
0.1333	0.000643	0.000028	0.000	0.032
0.1667	0.000643	0.000035	0.000	0.032
0.2000	0.000643	0.000042	0.000	0.032
0.2333	0.000643	0.000049	0.000	0.032
0.2667	0.000643	0.000057	0.000	0.032
0.3000	0.000643	0.000064	0.000	0.032
0.3333	0.000643	0.000071	0.000	0.032
0.3667	0.000643	0.000078	0.000	0.032
0.4000	0.000643	0.000085	0.000	0.032
0.4333	0.000643	0.000092	0.000	0.032
0.4667	0.000643	0.000099	0.000	0.032
0.5000	0.000643	0.000106	0.000	0.032
0.5333	0.000643	0.000113	0.000	0.032
0.5667	0.000643	0.000120	0.000	0.032
0.6000	0.000643	0.000127	0.000	0.032
0.6333	0.000643	0.000134	0.000	0.032
0.6667	0.000643	0.000141	0.000	0.032
0.7000	0.000643	0.000148	0.000	0.032
0.7333	0.000643	0.000156	0.000	0.032
0.7667	0.000643	0.000163	0.000	0.032
0.8000	0.000643	0.000170	0.000	0.032

0.8333	0.000643	0.000177	0.000	0.032
0.8667	0.000643	0.000184	0.000	0.032
0.9000	0.000643	0.000191	0.000	0.032
0.9333	0.000643	0.000198	0.000	0.032
0.9667	0.000643	0.000205	0.000	0.032
1.0000	0.000643	0.000212	0.000	0.032
1.0333	0.000643	0.000219	0.000	0.032
1.0667	0.000643	0.000226	0.000	0.032
1.1000	0.000643	0.000233	0.000	0.032
1.1333	0.000643	0.000240	0.000	0.032
1.1667	0.000643	0.000247	0.000	0.032
1.2000	0.000643	0.000255	0.000	0.032
1.2333	0.000643	0.000262	0.000	0.032
1.2667	0.000643	0.000269	0.000	0.032
1.3000	0.000643	0.000276	0.000	0.032
1.3333	0.000643	0.000283	0.000	0.032
1.3667	0.000643	0.000290	0.000	0.032
1.4000	0.000643	0.000297	0.000	0.032
1.4333	0.000643	0.000304	0.000	0.032
1.4667	0.000643	0.000311	0.000	0.032
1.5000	0.000643	0.000318	0.000	0.032
1.5333	0.000643	0.000325	0.000	0.032
1.5667	0.000643	0.000332	0.000	0.032
1.6000	0.000643	0.000339	0.000	0.032
1.6333	0.000643	0.000346	0.000	0.032
1.6667	0.000643	0.000354	0.000	0.032
1.7000	0.000643	0.000361	0.000	0.032
1.7333	0.000643	0.000368	0.000	0.032
1.7667	0.000643	0.000375	0.000	0.032
1.8000	0.000643	0.000382	0.000	0.032
1.8333	0.000643	0.000389	0.000	0.032
1.8667	0.000643	0.000396	0.000	0.032
1.9000	0.000643	0.000403	0.000	0.032
1.9333	0.000643	0.000410	0.000	0.032
1.9667	0.000643	0.000417	0.000	0.032
2.0000	0.000643	0.000424	0.000	0.032
2.0333	0.000643	0.000431	0.000	0.032
2.0667	0.000643	0.000438	0.000	0.032
2.1000	0.000643	0.000445	0.000	0.032
2.1333	0.000643	0.000453	0.000	0.032
2.1667	0.000643	0.000460	0.000	0.032
2.2000	0.000643	0.000467	0.000	0.032
2.2333	0.000643	0.000474	0.000	0.032
2.2667	0.000643	0.000481	0.000	0.032
2.3000	0.000643	0.000488	0.000	0.032
2.3333	0.000643	0.000495	0.000	0.032
2.3667	0.000643	0.000502	0.000	0.032
2.4000	0.000643	0.000509	0.000	0.032
2.4333	0.000643	0.000516	0.000	0.032
2.4667	0.000643	0.000523	0.000	0.032
2.5000	0.000643	0.000530	0.000	0.032
2.5333	0.000643	0.000537	0.000	0.032
2.5667	0.000643	0.000544	0.000	0.032
2.6000	0.000643	0.000552	0.000	0.032
2.6333	0.000643	0.000559	0.000	0.032
2.6667	0.000643	0.000566	0.000	0.032
2.7000	0.000643	0.000573	0.000	0.032
2.7333	0.000643	0.000580	0.000	0.032

2.7667	0.000643	0.000587	0.000	0.032
2.8000	0.000643	0.000594	0.000	0.032
2.8333	0.000643	0.000601	0.053	0.032
2.8667	0.000643	0.000608	0.151	0.032
2.9000	0.000643	0.000615	0.276	0.032
2.9333	0.000643	0.000622	0.420	0.032
2.9667	0.000643	0.000629	0.575	0.032
3.0000	0.000643	0.000636	0.733	0.032

Gravel Trench Bed 11

Bottom Length: 20.00 ft.
 Bottom Width: 5.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 24.101
 Total Volume Through Riser (ac-ft.): 0
 Total Volume Through Facility (ac-ft.): 24.101
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.002	0.000	0.000	0.000
0.0556	0.002	0.000	0.000	0.115
0.1111	0.002	0.000	0.000	0.115
0.1667	0.002	0.000	0.000	0.115
0.2222	0.002	0.000	0.000	0.115
0.2778	0.002	0.000	0.000	0.115
0.3333	0.002	0.000	0.000	0.115
0.3889	0.002	0.000	0.000	0.115
0.4444	0.002	0.000	0.000	0.115
0.5000	0.002	0.000	0.000	0.115
0.5556	0.002	0.000	0.000	0.115
0.6111	0.002	0.000	0.000	0.115
0.6667	0.002	0.000	0.000	0.115
0.7222	0.002	0.000	0.000	0.115
0.7778	0.002	0.000	0.000	0.115
0.8333	0.002	0.000	0.000	0.115
0.8889	0.002	0.000	0.000	0.115
0.9444	0.002	0.000	0.000	0.115
1.0000	0.002	0.000	0.000	0.115
1.0556	0.002	0.000	0.000	0.115
1.1111	0.002	0.000	0.000	0.115
1.1667	0.002	0.000	0.000	0.115
1.2222	0.002	0.000	0.000	0.115
1.2778	0.002	0.001	0.000	0.115
1.3333	0.002	0.001	0.000	0.115

1.3889	0.002	0.001	0.000	0.115
1.4444	0.002	0.001	0.000	0.115
1.5000	0.002	0.001	0.000	0.115
1.5556	0.002	0.001	0.000	0.115
1.6111	0.002	0.001	0.000	0.115
1.6667	0.002	0.001	0.000	0.115
1.7222	0.002	0.001	0.000	0.115
1.7778	0.002	0.001	0.000	0.115
1.8333	0.002	0.001	0.000	0.115
1.8889	0.002	0.001	0.000	0.115
1.9444	0.002	0.001	0.000	0.115
2.0000	0.002	0.001	0.000	0.115
2.0556	0.002	0.001	0.000	0.115
2.1111	0.002	0.001	0.000	0.115
2.1667	0.002	0.001	0.000	0.115
2.2222	0.002	0.001	0.000	0.115
2.2778	0.002	0.001	0.000	0.115
2.3333	0.002	0.001	0.000	0.115
2.3889	0.002	0.001	0.000	0.115
2.4444	0.002	0.001	0.000	0.115
2.5000	0.002	0.001	0.000	0.115
2.5556	0.002	0.001	0.000	0.115
2.6111	0.002	0.002	0.000	0.115
2.6667	0.002	0.002	0.000	0.115
2.7222	0.002	0.002	0.000	0.115
2.7778	0.002	0.002	0.000	0.115
2.8333	0.002	0.002	0.000	0.115
2.8889	0.002	0.002	0.000	0.115
2.9444	0.002	0.002	0.000	0.115
3.0000	0.002	0.002	0.000	0.115
3.0556	0.002	0.002	0.000	0.115
3.1111	0.002	0.002	0.000	0.115
3.1667	0.002	0.002	0.000	0.115
3.2222	0.002	0.002	0.000	0.115
3.2778	0.002	0.002	0.000	0.115
3.3333	0.002	0.002	0.000	0.115
3.3889	0.002	0.002	0.000	0.115
3.4444	0.002	0.002	0.000	0.115
3.5000	0.002	0.002	0.000	0.115
3.5556	0.002	0.002	0.000	0.115
3.6111	0.002	0.002	0.000	0.115
3.6667	0.002	0.002	0.000	0.115
3.7222	0.002	0.002	0.000	0.115
3.7778	0.002	0.002	0.000	0.115
3.8333	0.002	0.002	0.000	0.115
3.8889	0.002	0.002	0.000	0.115
3.9444	0.002	0.003	0.000	0.115
4.0000	0.002	0.003	0.000	0.115
4.0556	0.002	0.003	0.000	0.115
4.1111	0.002	0.003	0.000	0.115
4.1667	0.002	0.003	0.000	0.115
4.2222	0.002	0.003	0.000	0.115
4.2778	0.002	0.003	0.000	0.115
4.3333	0.002	0.003	0.000	0.115
4.3889	0.002	0.003	0.000	0.115
4.4444	0.002	0.003	0.000	0.115
4.5000	0.002	0.003	0.000	0.115
4.5556	0.002	0.003	0.000	0.115

4.6111	0.002	0.003	0.000	0.115
4.6667	0.002	0.003	0.000	0.115
4.7222	0.002	0.003	0.000	0.115
4.7778	0.002	0.003	0.040	0.115
4.8333	0.002	0.003	0.211	0.115
4.8889	0.002	0.003	0.445	0.115
4.9444	0.002	0.003	0.706	0.115
5.0000	0.002	0.003	0.957	0.115

Gravel Trench Bed 12

Bottom Length: 25.00 ft.
 Bottom Width: 5.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 31.246
 Total Volume Through Riser (ac-ft.): 0
 Total Volume Through Facility (ac-ft.): 31.246
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.002	0.000	0.000	0.000
0.0556	0.002	0.000	0.000	0.144
0.1111	0.002	0.000	0.000	0.144
0.1667	0.002	0.000	0.000	0.144
0.2222	0.002	0.000	0.000	0.144
0.2778	0.002	0.000	0.000	0.144
0.3333	0.002	0.000	0.000	0.144
0.3889	0.002	0.000	0.000	0.144
0.4444	0.002	0.000	0.000	0.144
0.5000	0.002	0.000	0.000	0.144
0.5556	0.002	0.000	0.000	0.144
0.6111	0.002	0.000	0.000	0.144
0.6667	0.002	0.000	0.000	0.144
0.7222	0.002	0.000	0.000	0.144
0.7778	0.002	0.000	0.000	0.144
0.8333	0.002	0.000	0.000	0.144
0.8889	0.002	0.000	0.000	0.144
0.9444	0.002	0.000	0.000	0.144
1.0000	0.002	0.000	0.000	0.144
1.0556	0.002	0.001	0.000	0.144
1.1111	0.002	0.001	0.000	0.144
1.1667	0.002	0.001	0.000	0.144
1.2222	0.002	0.001	0.000	0.144
1.2778	0.002	0.001	0.000	0.144
1.3333	0.002	0.001	0.000	0.144

1.3889	0.002	0.001	0.000	0.144
1.4444	0.002	0.001	0.000	0.144
1.5000	0.002	0.001	0.000	0.144
1.5556	0.002	0.001	0.000	0.144
1.6111	0.002	0.001	0.000	0.144
1.6667	0.002	0.001	0.000	0.144
1.7222	0.002	0.001	0.000	0.144
1.7778	0.002	0.001	0.000	0.144
1.8333	0.002	0.001	0.000	0.144
1.8889	0.002	0.001	0.000	0.144
1.9444	0.002	0.001	0.000	0.144
2.0000	0.002	0.001	0.000	0.144
2.0556	0.002	0.001	0.000	0.144
2.1111	0.002	0.002	0.000	0.144
2.1667	0.002	0.002	0.000	0.144
2.2222	0.002	0.002	0.000	0.144
2.2778	0.002	0.002	0.000	0.144
2.3333	0.002	0.002	0.000	0.144
2.3889	0.002	0.002	0.000	0.144
2.4444	0.002	0.002	0.000	0.144
2.5000	0.002	0.002	0.000	0.144
2.5556	0.002	0.002	0.000	0.144
2.6111	0.002	0.002	0.000	0.144
2.6667	0.002	0.002	0.000	0.144
2.7222	0.002	0.002	0.000	0.144
2.7778	0.002	0.002	0.000	0.144
2.8333	0.002	0.002	0.000	0.144
2.8889	0.002	0.002	0.000	0.144
2.9444	0.002	0.002	0.000	0.144
3.0000	0.002	0.002	0.000	0.144
3.0556	0.002	0.002	0.000	0.144
3.1111	0.002	0.002	0.000	0.144
3.1667	0.002	0.003	0.000	0.144
3.2222	0.002	0.003	0.000	0.144
3.2778	0.002	0.003	0.000	0.144
3.3333	0.002	0.003	0.000	0.144
3.3889	0.002	0.003	0.000	0.144
3.4444	0.002	0.003	0.000	0.144
3.5000	0.002	0.003	0.000	0.144
3.5556	0.002	0.003	0.000	0.144
3.6111	0.002	0.003	0.000	0.144
3.6667	0.002	0.003	0.000	0.144
3.7222	0.002	0.003	0.000	0.144
3.7778	0.002	0.003	0.000	0.144
3.8333	0.002	0.003	0.000	0.144
3.8889	0.002	0.003	0.000	0.144
3.9444	0.002	0.003	0.000	0.144
4.0000	0.002	0.003	0.000	0.144
4.0556	0.002	0.003	0.000	0.144
4.1111	0.002	0.003	0.000	0.144
4.1667	0.002	0.003	0.000	0.144
4.2222	0.002	0.004	0.000	0.144
4.2778	0.002	0.004	0.000	0.144
4.3333	0.002	0.004	0.000	0.144
4.3889	0.002	0.004	0.000	0.144
4.4444	0.002	0.004	0.000	0.144
4.5000	0.002	0.004	0.000	0.144
4.5556	0.002	0.004	0.000	0.144

4.6111	0.002	0.004	0.000	0.144
4.6667	0.002	0.004	0.000	0.144
4.7222	0.002	0.004	0.000	0.144
4.7778	0.002	0.004	0.040	0.144
4.8333	0.002	0.004	0.211	0.144
4.8889	0.002	0.004	0.445	0.144
4.9444	0.002	0.004	0.706	0.144
5.0000	0.002	0.004	0.957	0.144

Gravel Trench Bed 13

Bottom Length: 50.00 ft.
 Bottom Width: 10.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 162.119
 Total Volume Through Riser (ac-ft.): 0.02
 Total Volume Through Facility (ac-ft.): 162.14
 Percent Infiltrated: 99.99
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.011	0.000	0.000	0.000
0.0556	0.011	0.000	0.000	0.578
0.1111	0.011	0.000	0.000	0.578
0.1667	0.011	0.000	0.000	0.578
0.2222	0.011	0.000	0.000	0.578
0.2778	0.011	0.001	0.000	0.578
0.3333	0.011	0.001	0.000	0.578
0.3889	0.011	0.001	0.000	0.578
0.4444	0.011	0.001	0.000	0.578
0.5000	0.011	0.001	0.000	0.578
0.5556	0.011	0.002	0.000	0.578
0.6111	0.011	0.002	0.000	0.578
0.6667	0.011	0.002	0.000	0.578
0.7222	0.011	0.002	0.000	0.578
0.7778	0.011	0.002	0.000	0.578
0.8333	0.011	0.003	0.000	0.578
0.8889	0.011	0.003	0.000	0.578
0.9444	0.011	0.003	0.000	0.578
1.0000	0.011	0.003	0.000	0.578
1.0556	0.011	0.004	0.000	0.578
1.1111	0.011	0.004	0.000	0.578
1.1667	0.011	0.004	0.000	0.578
1.2222	0.011	0.004	0.000	0.578
1.2778	0.011	0.004	0.000	0.578
1.3333	0.011	0.005	0.000	0.578

1.3889	0.011	0.005	0.000	0.578
1.4444	0.011	0.005	0.000	0.578
1.5000	0.011	0.005	0.000	0.578
1.5556	0.011	0.005	0.000	0.578
1.6111	0.011	0.006	0.000	0.578
1.6667	0.011	0.006	0.000	0.578
1.7222	0.011	0.006	0.000	0.578
1.7778	0.011	0.006	0.000	0.578
1.8333	0.011	0.006	0.000	0.578
1.8889	0.011	0.007	0.000	0.578
1.9444	0.011	0.007	0.000	0.578
2.0000	0.011	0.007	0.000	0.578
2.0556	0.011	0.007	0.000	0.578
2.1111	0.011	0.008	0.000	0.578
2.1667	0.011	0.008	0.000	0.578
2.2222	0.011	0.008	0.000	0.578
2.2778	0.011	0.008	0.000	0.578
2.3333	0.011	0.008	0.000	0.578
2.3889	0.011	0.009	0.000	0.578
2.4444	0.011	0.009	0.000	0.578
2.5000	0.011	0.009	0.000	0.578
2.5556	0.011	0.009	0.000	0.578
2.6111	0.011	0.009	0.000	0.578
2.6667	0.011	0.010	0.000	0.578
2.7222	0.011	0.010	0.000	0.578
2.7778	0.011	0.010	0.000	0.578
2.8333	0.011	0.010	0.000	0.578
2.8889	0.011	0.010	0.000	0.578
2.9444	0.011	0.011	0.000	0.578
3.0000	0.011	0.011	0.000	0.578
3.0556	0.011	0.011	0.000	0.578
3.1111	0.011	0.011	0.000	0.578
3.1667	0.011	0.012	0.000	0.578
3.2222	0.011	0.012	0.000	0.578
3.2778	0.011	0.012	0.000	0.578
3.3333	0.011	0.012	0.000	0.578
3.3889	0.011	0.012	0.000	0.578
3.4444	0.011	0.013	0.000	0.578
3.5000	0.011	0.013	0.000	0.578
3.5556	0.011	0.013	0.000	0.578
3.6111	0.011	0.013	0.000	0.578
3.6667	0.011	0.013	0.000	0.578
3.7222	0.011	0.014	0.000	0.578
3.7778	0.011	0.014	0.000	0.578
3.8333	0.011	0.014	0.000	0.578
3.8889	0.011	0.014	0.000	0.578
3.9444	0.011	0.014	0.000	0.578
4.0000	0.011	0.015	0.000	0.578
4.0556	0.011	0.015	0.000	0.578
4.1111	0.011	0.015	0.000	0.578
4.1667	0.011	0.015	0.000	0.578
4.2222	0.011	0.016	0.000	0.578
4.2778	0.011	0.016	0.000	0.578
4.3333	0.011	0.016	0.000	0.578
4.3889	0.011	0.016	0.000	0.578
4.4444	0.011	0.016	0.000	0.578
4.5000	0.011	0.017	0.000	0.578
4.5556	0.011	0.017	0.000	0.578

4.6111	0.011	0.017	0.000	0.578
4.6667	0.011	0.017	0.000	0.578
4.7222	0.011	0.017	0.000	0.578
4.7778	0.011	0.018	0.040	0.578
4.8333	0.011	0.018	0.211	0.578
4.8889	0.011	0.018	0.445	0.578
4.9444	0.011	0.018	0.706	0.578
5.0000	0.011	0.018	0.957	0.578

Gravel Trench Bed 9

Bottom Length: 15.00 ft.
 Bottom Width: 5.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 5
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 20.594
 Total Volume Through Riser (ac-ft.): 0
 Total Volume Through Facility (ac-ft.): 20.594
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 4.75 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.001722	0.000000	0.000	0.000
0.0556	0.001722	0.000032	0.000	0.086
0.1111	0.001722	0.000063	0.000	0.086
0.1667	0.001722	0.000095	0.000	0.086
0.2222	0.001722	0.000126	0.000	0.086
0.2778	0.001722	0.000158	0.000	0.086
0.3333	0.001722	0.000189	0.000	0.086
0.3889	0.001722	0.000221	0.000	0.086
0.4444	0.001722	0.000253	0.000	0.086
0.5000	0.001722	0.000284	0.000	0.086
0.5556	0.001722	0.000316	0.000	0.086
0.6111	0.001722	0.000347	0.000	0.086
0.6667	0.001722	0.000379	0.000	0.086
0.7222	0.001722	0.000410	0.000	0.086
0.7778	0.001722	0.000442	0.000	0.086
0.8333	0.001722	0.000473	0.000	0.086
0.8889	0.001722	0.000505	0.000	0.086
0.9444	0.001722	0.000537	0.000	0.086
1.0000	0.001722	0.000568	0.000	0.086
1.0556	0.001722	0.000600	0.000	0.086
1.1111	0.001722	0.000631	0.000	0.086
1.1667	0.001722	0.000663	0.000	0.086
1.2222	0.001722	0.000694	0.000	0.086
1.2778	0.001722	0.000726	0.000	0.086
1.3333	0.001722	0.000758	0.000	0.086

1.3889	0.001722	0.000789	0.000	0.086
1.4444	0.001722	0.000821	0.000	0.086
1.5000	0.001722	0.000852	0.000	0.086
1.5556	0.001722	0.000884	0.000	0.086
1.6111	0.001722	0.000915	0.000	0.086
1.6667	0.001722	0.000947	0.000	0.086
1.7222	0.001722	0.000979	0.000	0.086
1.7778	0.001722	0.001010	0.000	0.086
1.8333	0.001722	0.001042	0.000	0.086
1.8889	0.001722	0.001073	0.000	0.086
1.9444	0.001722	0.001105	0.000	0.086
2.0000	0.001722	0.001136	0.000	0.086
2.0556	0.001722	0.001168	0.000	0.086
2.1111	0.001722	0.001199	0.000	0.086
2.1667	0.001722	0.001231	0.000	0.086
2.2222	0.001722	0.001263	0.000	0.086
2.2778	0.001722	0.001294	0.000	0.086
2.3333	0.001722	0.001326	0.000	0.086
2.3889	0.001722	0.001357	0.000	0.086
2.4444	0.001722	0.001389	0.000	0.086
2.5000	0.001722	0.001420	0.000	0.086
2.5556	0.001722	0.001452	0.000	0.086
2.6111	0.001722	0.001484	0.000	0.086
2.6667	0.001722	0.001515	0.000	0.086
2.7222	0.001722	0.001547	0.000	0.086
2.7778	0.001722	0.001578	0.000	0.086
2.8333	0.001722	0.001610	0.000	0.086
2.8889	0.001722	0.001641	0.000	0.086
2.9444	0.001722	0.001673	0.000	0.086
3.0000	0.001722	0.001705	0.000	0.086
3.0556	0.001722	0.001736	0.000	0.086
3.1111	0.001722	0.001768	0.000	0.086
3.1667	0.001722	0.001799	0.000	0.086
3.2222	0.001722	0.001831	0.000	0.086
3.2778	0.001722	0.001862	0.000	0.086
3.3333	0.001722	0.001894	0.000	0.086
3.3889	0.001722	0.001926	0.000	0.086
3.4444	0.001722	0.001957	0.000	0.086
3.5000	0.001722	0.001989	0.000	0.086
3.5556	0.001722	0.002020	0.000	0.086
3.6111	0.001722	0.002052	0.000	0.086
3.6667	0.001722	0.002083	0.000	0.086
3.7222	0.001722	0.002115	0.000	0.086
3.7778	0.001722	0.002146	0.000	0.086
3.8333	0.001722	0.002178	0.000	0.086
3.8889	0.001722	0.002210	0.000	0.086
3.9444	0.001722	0.002241	0.000	0.086
4.0000	0.001722	0.002273	0.000	0.086
4.0556	0.001722	0.002304	0.000	0.086
4.1111	0.001722	0.002336	0.000	0.086
4.1667	0.001722	0.002367	0.000	0.086
4.2222	0.001722	0.002399	0.000	0.086
4.2778	0.001722	0.002431	0.000	0.086
4.3333	0.001722	0.002462	0.000	0.086
4.3889	0.001722	0.002494	0.000	0.086
4.4444	0.001722	0.002525	0.000	0.086
4.5000	0.001722	0.002557	0.000	0.086
4.5556	0.001722	0.002588	0.000	0.086

4.6111	0.001722	0.002620	0.000	0.086
4.6667	0.001722	0.002652	0.000	0.086
4.7222	0.001722	0.002683	0.000	0.086
4.7778	0.001722	0.002715	0.040	0.086
4.8333	0.001722	0.002746	0.211	0.086
4.8889	0.001722	0.002778	0.445	0.086
4.9444	0.001722	0.002809	0.706	0.086
5.0000	0.001722	0.002841	0.957	0.086

Gravel Trench Bed 10b

Bottom Length: 7.00 ft.
 Bottom Width: 4.00 ft.
 Trench bottom slope 1: 0 To 1
 Trench Left side slope 0: 0 To 1
 Trench right side slope 2: 0 To 1
 Material thickness of first layer: 3
 Pour Space of material for first layer: 0.33
 Material thickness of second layer: 0
 Pour Space of material for second layer: 0
 Material thickness of third layer: 0
 Pour Space of material for third layer: 0
 Infiltration On
 Infiltration rate: 100
 Infiltration safety factor: 0.5
 Wetted surface area On
 Total Volume Infiltrated (ac-ft.): 5.499
 Total Volume Through Riser (ac-ft.): 0
 Total Volume Through Facility (ac-ft.): 5.499
 Percent Infiltrated: 100
 Total Precip Applied to Facility: 0
 Total Evap From Facility: 0
 Discharge Structure
 Riser Height: 2.8 ft.
 Riser Diameter: 10 in.
 Element Flows To:
 Outlet 1 Outlet 2

Gravel Trench Bed Hydraulic Table

Stage(feet)	Area(ac.)	Volume(ac-ft.)	Discharge(cfs)	Infilt(cfs)
0.0000	0.000643	0.000000	0.000	0.000
0.0333	0.000643	0.000007	0.000	0.032
0.0667	0.000643	0.000014	0.000	0.032
0.1000	0.000643	0.000021	0.000	0.032
0.1333	0.000643	0.000028	0.000	0.032
0.1667	0.000643	0.000035	0.000	0.032
0.2000	0.000643	0.000042	0.000	0.032
0.2333	0.000643	0.000049	0.000	0.032
0.2667	0.000643	0.000057	0.000	0.032
0.3000	0.000643	0.000064	0.000	0.032
0.3333	0.000643	0.000071	0.000	0.032
0.3667	0.000643	0.000078	0.000	0.032
0.4000	0.000643	0.000085	0.000	0.032
0.4333	0.000643	0.000092	0.000	0.032
0.4667	0.000643	0.000099	0.000	0.032
0.5000	0.000643	0.000106	0.000	0.032
0.5333	0.000643	0.000113	0.000	0.032
0.5667	0.000643	0.000120	0.000	0.032
0.6000	0.000643	0.000127	0.000	0.032
0.6333	0.000643	0.000134	0.000	0.032
0.6667	0.000643	0.000141	0.000	0.032
0.7000	0.000643	0.000148	0.000	0.032
0.7333	0.000643	0.000156	0.000	0.032
0.7667	0.000643	0.000163	0.000	0.032
0.8000	0.000643	0.000170	0.000	0.032

0.8333	0.000643	0.000177	0.000	0.032
0.8667	0.000643	0.000184	0.000	0.032
0.9000	0.000643	0.000191	0.000	0.032
0.9333	0.000643	0.000198	0.000	0.032
0.9667	0.000643	0.000205	0.000	0.032
1.0000	0.000643	0.000212	0.000	0.032
1.0333	0.000643	0.000219	0.000	0.032
1.0667	0.000643	0.000226	0.000	0.032
1.1000	0.000643	0.000233	0.000	0.032
1.1333	0.000643	0.000240	0.000	0.032
1.1667	0.000643	0.000247	0.000	0.032
1.2000	0.000643	0.000255	0.000	0.032
1.2333	0.000643	0.000262	0.000	0.032
1.2667	0.000643	0.000269	0.000	0.032
1.3000	0.000643	0.000276	0.000	0.032
1.3333	0.000643	0.000283	0.000	0.032
1.3667	0.000643	0.000290	0.000	0.032
1.4000	0.000643	0.000297	0.000	0.032
1.4333	0.000643	0.000304	0.000	0.032
1.4667	0.000643	0.000311	0.000	0.032
1.5000	0.000643	0.000318	0.000	0.032
1.5333	0.000643	0.000325	0.000	0.032
1.5667	0.000643	0.000332	0.000	0.032
1.6000	0.000643	0.000339	0.000	0.032
1.6333	0.000643	0.000346	0.000	0.032
1.6667	0.000643	0.000354	0.000	0.032
1.7000	0.000643	0.000361	0.000	0.032
1.7333	0.000643	0.000368	0.000	0.032
1.7667	0.000643	0.000375	0.000	0.032
1.8000	0.000643	0.000382	0.000	0.032
1.8333	0.000643	0.000389	0.000	0.032
1.8667	0.000643	0.000396	0.000	0.032
1.9000	0.000643	0.000403	0.000	0.032
1.9333	0.000643	0.000410	0.000	0.032
1.9667	0.000643	0.000417	0.000	0.032
2.0000	0.000643	0.000424	0.000	0.032
2.0333	0.000643	0.000431	0.000	0.032
2.0667	0.000643	0.000438	0.000	0.032
2.1000	0.000643	0.000445	0.000	0.032
2.1333	0.000643	0.000453	0.000	0.032
2.1667	0.000643	0.000460	0.000	0.032
2.2000	0.000643	0.000467	0.000	0.032
2.2333	0.000643	0.000474	0.000	0.032
2.2667	0.000643	0.000481	0.000	0.032
2.3000	0.000643	0.000488	0.000	0.032
2.3333	0.000643	0.000495	0.000	0.032
2.3667	0.000643	0.000502	0.000	0.032
2.4000	0.000643	0.000509	0.000	0.032
2.4333	0.000643	0.000516	0.000	0.032
2.4667	0.000643	0.000523	0.000	0.032
2.5000	0.000643	0.000530	0.000	0.032
2.5333	0.000643	0.000537	0.000	0.032
2.5667	0.000643	0.000544	0.000	0.032
2.6000	0.000643	0.000552	0.000	0.032
2.6333	0.000643	0.000559	0.000	0.032
2.6667	0.000643	0.000566	0.000	0.032
2.7000	0.000643	0.000573	0.000	0.032
2.7333	0.000643	0.000580	0.000	0.032

2.7667	0.000643	0.000587	0.000	0.032
2.8000	0.000643	0.000594	0.000	0.032
2.8333	0.000643	0.000601	0.053	0.032
2.8667	0.000643	0.000608	0.151	0.032
2.9000	0.000643	0.000615	0.276	0.032
2.9333	0.000643	0.000622	0.420	0.032
2.9667	0.000643	0.000629	0.575	0.032
3.0000	0.000643	0.000636	0.733	0.032

Analysis Results

POC 1

POC #1 was not reported because POC must exist in both scenarios and both scenarios must have been run.

POC 2

POC #2 was not reported because POC must exist in both scenarios and both scenarios must have been run.

POC 3

POC #3 was not reported because POC must exist in both scenarios and both scenarios must have been run.

POC 4

POC #4 was not reported because POC must exist in both scenarios and both scenarios must have been run.

Model Default Modifications

Total of 0 changes have been made.

PERLND Changes

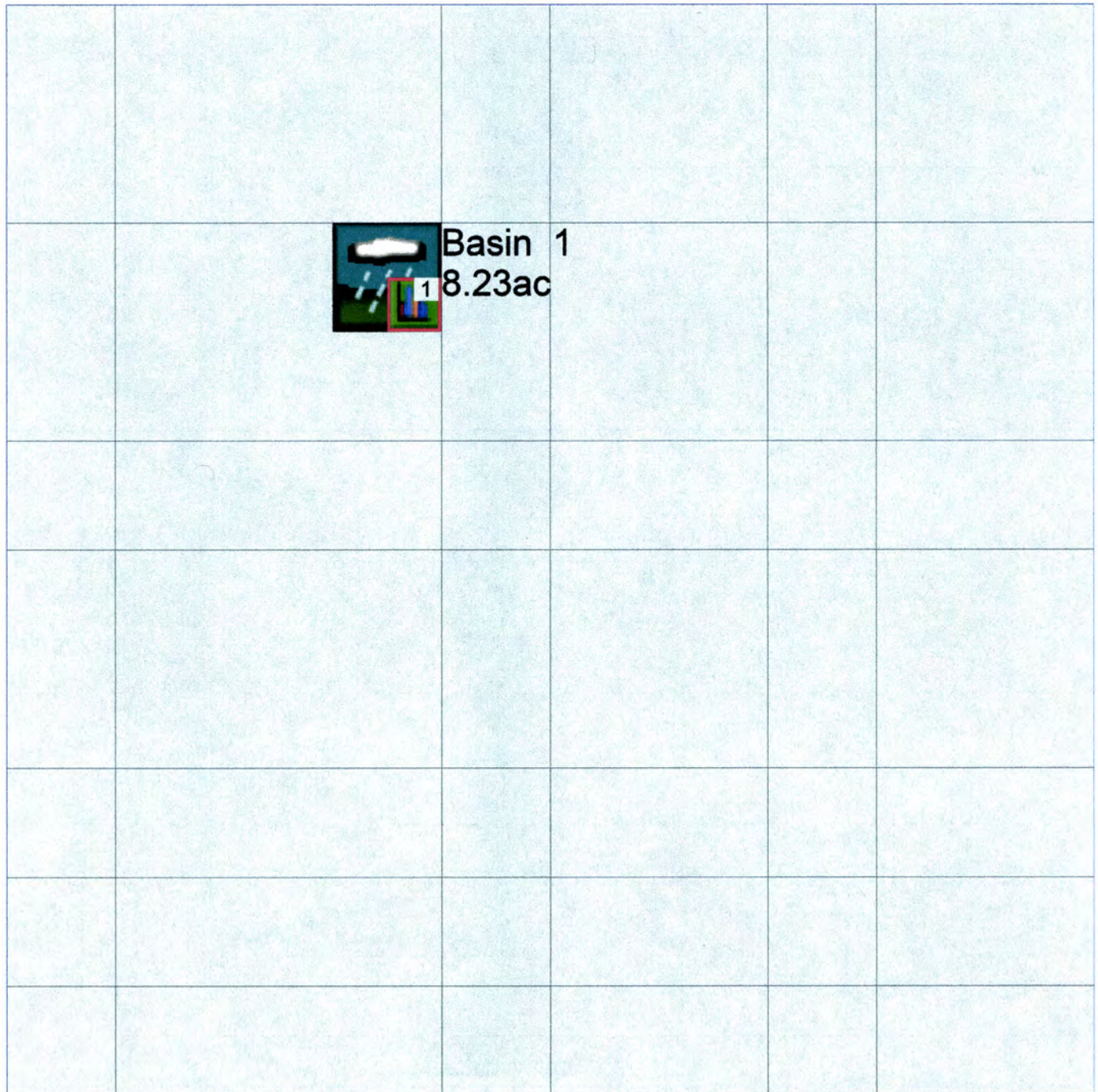
No PERLND changes have been made.

IMPLND Changes

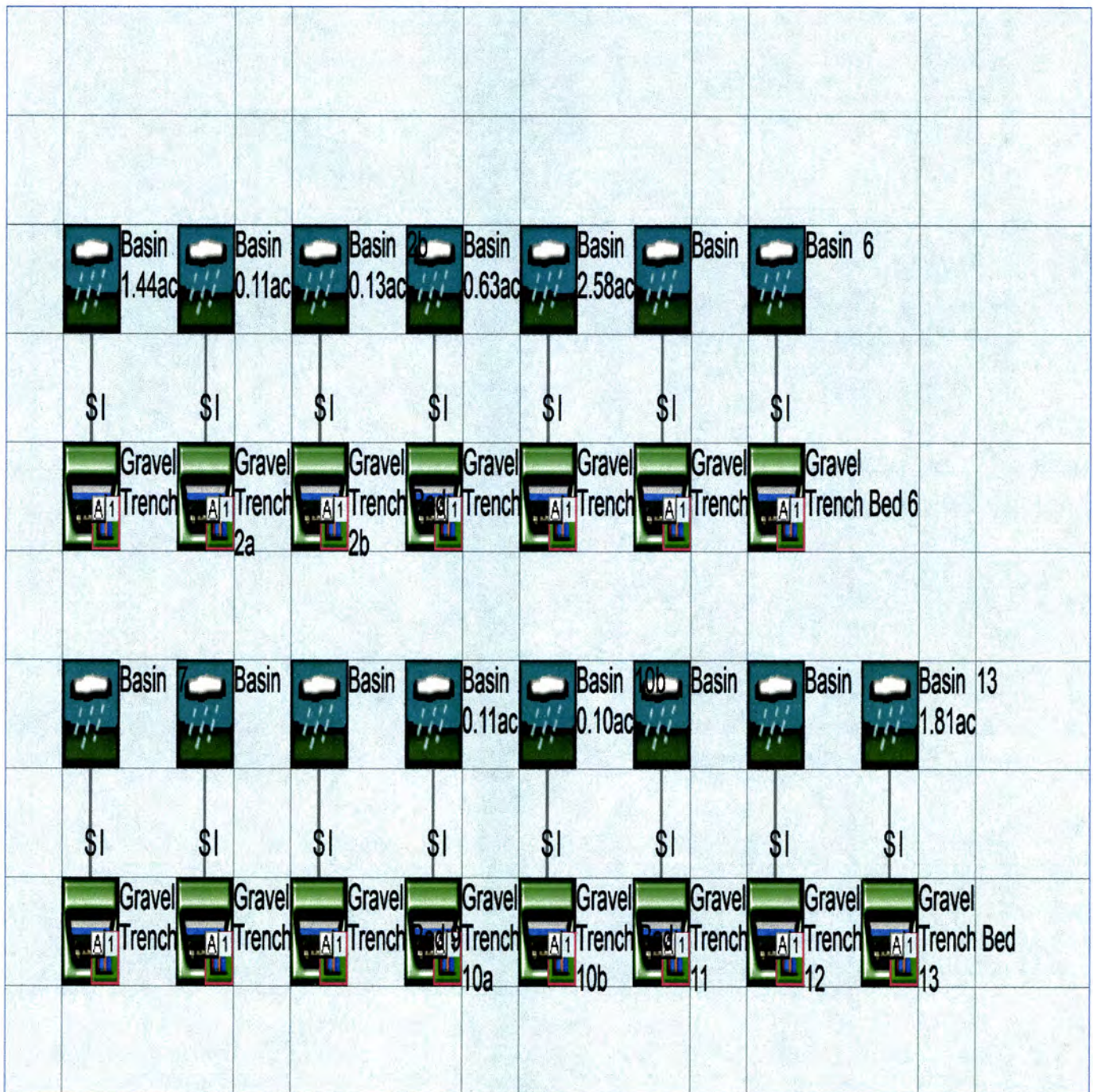
No IMPLND changes have been made.

Appendix

Predeveloped Schematic



Mitigated Schematic



Predeveloped UCI File

RUN

GLOBAL

```
  WWHM4 model simulation
  START      1948 10 01      END      2008 09 30
  RUN INTERP OUTPUT LEVEL    3      0
  RESUME      0 RUN      1      UNIT SYSTEM      1
END GLOBAL
```

FILES

```
<File>  <Un#>  <-----File Name----->***
<-ID->                                     ***
WDM      26     4878.prelim.detention.wdm
MESSU    25     Pre4878.prelim.detention.MES
          27     Pre4878.prelim.detention.L61
          28     Pre4878.prelim.detention.L62
          30     POC4878.prelim.detention1.dat
```

END FILES

OPN SEQUENCE

```
  INGRP      INDELT 00:15
    PERLND      1
    COPY      501
    DISPLY      1
```

END INGRP

END OPN SEQUENCE

DISPLY

DISPLY-INFO1

```
  # - #<-----Title----->***TRAN PIVL DIG1 FIL1  PYR DIG2 FIL2 YRND
  1      Basin 1      MAX      1      2      30      9
```

END DISPLY-INFO1

END DISPLY

COPY

TIMESERIES

```
  # - # NPT NMN ***
  1      1      1
  501      1      1
```

END TIMESERIES

END COPY

GENER

OPCODE

```
  #      # OPCODE ***
```

END OPCODE

PARM

```
  #      #      K ***
```

END PARM

END GENER

PERLND

GEN-INFO

```
<PLS ><-----Name----->NBLKS      Unit-systems      Printer ***
  # - #      User t-series Engl Metr ***
                        in out      ***
```

```
  1      SG1, Forest, Flat      1      1      1      1      27      0
```

END GEN-INFO

*** Section PWATER***

ACTIVITY

```
<PLS > ***** Active Sections *****
  # - # ATMP SNOW PWAT SED PST PWG PQAL MSTL PEST NITR PHOS TRAC ***
  1      0      0      1      0      0      0      0      0      0      0      0
```

END ACTIVITY

PRINT-INFO

```
<PLS > ***** Print-flags ***** PIVL PYR
  # - # ATMP SNOW PWAT SED PST PWG PQAL MSTL PEST NITR PHOS TRAC *****
  1      0      0      4      0      0      0      0      0      0      0      0      1      9
```

END PRINT-INFO


```

PWAT-PARM1
<PLS > PWATER variable monthly parameter value flags ***
# - # CSNO RTOP UZFG VCS VUZ VNN VIFW VIRC VLE INFC HWT ***
1 0 0 0 0 0 0 0 0 0 0
END PWAT-PARM1

PWAT-PARM2
<PLS > PWATER input info: Part 2 ***
# - # ***FOREST LZSN INFILT LSUR SLSUR KVARV AGWRC
1 0 12 2 400 0.05 0 0.96
END PWAT-PARM2

PWAT-PARM3
<PLS > PWATER input info: Part 3 ***
# - # ***PETMAX PETMIN INFEXP INFILD DEEPFR BASETP AGWETP
1 0 0 2 2 0 0 0
END PWAT-PARM3
PWAT-PARM4
<PLS > PWATER input info: Part 4 ***
# - # CEPSC UZSN NSUR INTFW IRC LZETP ***
1 0.2 1.5 0.35 0 0.4 0.7
END PWAT-PARM4

PWAT-STATE1
<PLS > *** Initial conditions at start of simulation
ran from 1990 to end of 1992 (pat 1-11-95) RUN 21 ***
# - # *** CEPS SURS UZS IFWS LZS AGWS GWVS
1 0 0 0 0 3 1 0
END PWAT-STATE1

END PERLND

IMPLND
GEN-INFO
<PLS ><-----Name-----> Unit-systems Printer ***
# - # User t-series Engr Metr ***
in out ***
END GEN-INFO
*** Section IWATER***

ACTIVITY
<PLS > ***** Active Sections *****
# - # ATMP SNOW IWAT SLD IWG IQAL ***
END ACTIVITY

PRINT-INFO
<ILS > ***** Print-flags ***** PIVL PYR
# - # ATMP SNOW IWAT SLD IWG IQAL *****
END PRINT-INFO

IWAT-PARM1
<PLS > IWATER variable monthly parameter value flags ***
# - # CSNO RTOP VRS VNN RTLI ***
END IWAT-PARM1

IWAT-PARM2
<PLS > IWATER input info: Part 2 ***
# - # *** LSUR SLSUR NSUR RETSC
END IWAT-PARM2

IWAT-PARM3
<PLS > IWATER input info: Part 3 ***
# - # ***PETMAX PETMIN
END IWAT-PARM3

IWAT-STATE1
<PLS > *** Initial conditions at start of simulation
# - # *** RETS SURS
END IWAT-STATE1

```

SCHEMATIC

*****Routing*****

NETWORK

RCHRES

ACTIVITY

PRINT-INFO

HYDR-PARM1

END HYDR-PARM1

END HYDR-PARM2

HYDR-INIT

END HYDR-INIT

EXT SOURCES

Page 74

WDM	1	EVAP	ENGL	0.8	PERLND	1	999	EXTNL	PETINP
WDM	1	EVAP	ENGL	0.8	IMPLND	1	999	EXTNL	PETINP

END EXT SOURCES

Mitigated UCI File

RUN

GLOBAL

```
WWM4 model simulation
START 1948 10 01      END 2008 09 30
RUN INTERP OUTPUT LEVEL 3 0
RESUME 0 RUN 1      UNIT SYSTEM 1
END GLOBAL
```

FILES

```
<File> <Un#> <-----File Name----->***
<-ID->      ***
WDM 26 4878.prelim.detention.wdm
MESSU 25 Mit4878.prelim.detention.MES
      27 Mit4878.prelim.detention.L61
      28 Mit4878.prelim.detention.L62
      30 POC4878.prelim.detention1.dat
END FILES
```

OPN SEQUENCE

INGRP INDELT 00:15

```
PERLND 7
IMPLND 1
IMPLND 8
IMPLND 4
IMPLND 11
RCHRES 1
RCHRES 2
RCHRES 3
RCHRES 4
RCHRES 5
RCHRES 6
RCHRES 7
RCHRES 8
RCHRES 9
RCHRES 10
RCHRES 11
RCHRES 12
RCHRES 13
RCHRES 14
RCHRES 15
COPY 1
COPY 501
DISPLY 1
```

END INGRP

END OPN SEQUENCE

DISPLY

DISPLY-INFO1

```
# - #<-----Title----->***TRAN PIVL DIG1 FIL1 PYR DIG2 FIL2 YRND
1 Gravel Trench Bed 1 MAX 1 2 30 9
```

END DISPLY-INFO1

END DISPLY

COPY

TIMESERIES

```
# - # NPT NMN ***
1 1 1
501 1 1
```

END TIMESERIES

END COPY

GENER

OPCODE

```
# # OPCODE ***
```

END OPCODE

PARM

```
# # K ***
```

END PARM

END GENER

PERLND

```

GEN-INFO
<PLS ><-----Name----->NBLKS      Unit-systems      Printer ***
# - #                               User  t-series  Engr Metr ***
                               in  out
7      SG1, Lawn, Flat           1    1    1    1    27    0
END GEN-INFO
*** Section PWATER***

ACTIVITY
<PLS > ***** Active Sections *****
# - # ATMP SNOW PWAT  SED  PST  PWG  PQAL MSTL PEST NITR PHOS TRAC ***
7      0      0      1      0      0      0      0      0      0      0      0
END ACTIVITY

PRINT-INFO
<PLS > ***** Print-flags ***** PIVL  PYR
# - # ATMP SNOW PWAT  SED  PST  PWG  PQAL MSTL PEST NITR PHOS TRAC *****
7      0      0      4      0      0      0      0      0      0      0      0      1      9
END PRINT-INFO

PWAT-PARM1
<PLS > PWATER variable monthly parameter value flags ***
# - # CSNO RTOP UZFG  VCS  VUZ  VNN  VIFW VIRC  VLE  INFC  HWT ***
7      0      0      0      0      0      0      0      0      0      0      0
END PWAT-PARM1

PWAT-PARM2
<PLS > PWATER input info: Part 2      ***
# - # ***FOREST      LZSN      INFILT      LSUR      SLSUR      KVARV      AGWRC
7      0      12      1      400      0.05      0      0.96
END PWAT-PARM2

PWAT-PARM3
<PLS > PWATER input info: Part 3      ***
# - # ***PETMAX      PETMIN      INFEXP      INFILD      DEEPFR      BASETP      AGWETP
7      0      0      2      2      0      0      0
END PWAT-PARM3

PWAT-PARM4
<PLS > PWATER input info: Part 4      ***
# - #      CEPSC      UZSN      NSUR      INTFW      IRC      LZETP ***
7      0.1      1.3      0.25      0      0.4      0.25
END PWAT-PARM4

PWAT-STATE1
<PLS > *** Initial conditions at start of simulation
ran from 1990 to end of 1992 (pat 1-11-95) RUN 21 ***
# - # *** CEPS      SURS      UZS      IFWS      LZS      AGWS      GWVS
7      0      0      0      0      3      1      0
END PWAT-STATE1

```

END PERLND

IMPLND

```

GEN-INFO
<PLS ><-----Name----->      Unit-systems      Printer ***
# - #                               User  t-series  Engr Metr ***
                               in  out
1      ROADS/FLAT           1    1    1    27    0
8      SIDEWALKS/FLAT       1    1    1    27    0
4      ROOF TOPS/FLAT       1    1    1    27    0
11     PARKING/FLAT         1    1    1    27    0
END GEN-INFO
*** Section IWATER***

```

```

ACTIVITY
<PLS > ***** Active Sections *****
# - # ATMP SNOW IWAT  SLD  IWG IQAL      ***
1      0      0      1      0      0      0
8      0      0      1      0      0      0
4      0      0      1      0      0      0

```

```

11      0      0      1      0      0      0
END ACTIVITY

```

PRINT-INFO

```

<ILS > ***** Print-flags ***** PIVL  PYR
# - # ATMP SNOW IWAT  SLD  IWG IQAL  *****
1      0      0      4      0      0      0      1      9
8      0      0      4      0      0      0      1      9
4      0      0      4      0      0      0      1      9
11     0      0      4      0      0      0      1      9
END PRINT-INFO

```

IWAT-PARM1

```

<PLS >  IWATER variable monthly parameter value flags  ***
# - # CSNO RTOP  VRS  VNN RTLI  ***
1      0      0      0      0      0
8      0      0      0      0      0
4      0      0      0      0      0
11     0      0      0      0      0
END IWAT-PARM1

```

IWAT-PARM2

```

<PLS >      IWATER input info: Part 2      ***
# - # ***  LSUR      SLSUR      NSUR      RETSC
1      400      0.01      0.1      0.1
8      400      0.01      0.1      0.1
4      400      0.01      0.1      0.1
11     400      0.01      0.1      0.1
END IWAT-PARM2

```

IWAT-PARM3

```

<PLS >      IWATER input info: Part 3      ***
# - # ***PETMAX      PETMIN
1      0      0
8      0      0
4      0      0
11     0      0
END IWAT-PARM3

```

IWAT-STATE1

```

<PLS > *** Initial conditions at start of simulation
# - # ***  RETS      SURS
1      0      0
8      0      0
4      0      0
11     0      0
END IWAT-STATE1

```

END IMPLND

SCHEMATIC

<-Source->	<-Area-->	<-Target->	MBLK	***
<Name> #	<-factor->	<Name> #	Tbl#	***
Basin 1***				
PERLND 7	0.6092	RCHRES 1	2	
PERLND 7	0.6092	RCHRES 1	3	
IMPLND 1	0.6766	RCHRES 1	5	
IMPLND 8	0.1499	RCHRES 1	5	
Basin 2a***				
PERLND 7	0.0584	RCHRES 2	2	
PERLND 7	0.0584	RCHRES 2	3	
IMPLND 4	0.0488	RCHRES 2	5	
Basin 3***				
PERLND 7	0.2524	RCHRES 3	2	
PERLND 7	0.2524	RCHRES 3	3	
IMPLND 4	0.302	RCHRES 3	5	
IMPLND 8	0.0715	RCHRES 3	5	
Basin 4***				
PERLND 7	0.8177	RCHRES 4	2	
PERLND 7	0.8177	RCHRES 4	3	

IMPLND	4	0.2893	RCHRES	4	5
IMPLND	8	0.1942	RCHRES	4	5
IMPLND	11	1.2828	RCHRES	4	5
Basin	5***				
IMPLND	4	0.2359	RCHRES	5	5
Basin	6***				
IMPLND	4	0.202	RCHRES	6	5
Basin	2b***				
PERLND	7	0.082	RCHRES	7	2
PERLND	7	0.082	RCHRES	7	3
IMPLND	4	0.0528	RCHRES	7	5
Basin	8***				
IMPLND	4	0.1494	RCHRES	9	5
Basin	9***				
IMPLND	4	0.1494	RCHRES	14	5
Basin	10a***				
PERLND	7	0.0515	RCHRES	10	2
PERLND	7	0.0515	RCHRES	10	3
IMPLND	4	0.0465	RCHRES	10	5
IMPLND	8	0.0127	RCHRES	10	5
Basin	11***				
IMPLND	4	0.1738	RCHRES	11	5
Basin	12***				
IMPLND	4	0.2233	RCHRES	12	5
Basin	7***				
IMPLND	4	0.19	RCHRES	8	5
Basin	10b***				
PERLND	7	0.0504	RCHRES	15	2
PERLND	7	0.0504	RCHRES	15	3
IMPLND	4	0.0439	RCHRES	15	5
IMPLND	8	0.0049	RCHRES	15	5
Basin	13***				
PERLND	7	0.6792	RCHRES	13	2
PERLND	7	0.6792	RCHRES	13	3
IMPLND	8	0.1555	RCHRES	13	5
IMPLND	11	0.9755	RCHRES	13	5

*****Routing*****

PERLND	7	0.6092	COPY	1	12
IMPLND	1	0.6766	COPY	1	15
IMPLND	8	0.1499	COPY	1	15
PERLND	7	0.6092	COPY	1	13
PERLND	7	0.0584	COPY	1	12
IMPLND	4	0.0488	COPY	1	15
PERLND	7	0.0584	COPY	1	13
PERLND	7	0.2524	COPY	1	12
IMPLND	4	0.302	COPY	1	15
IMPLND	8	0.0715	COPY	1	15
PERLND	7	0.2524	COPY	1	13
PERLND	7	0.8177	COPY	1	12
IMPLND	4	0.2893	COPY	1	15
IMPLND	8	0.1942	COPY	1	15
IMPLND	11	1.2828	COPY	1	15
PERLND	7	0.8177	COPY	1	13
IMPLND	4	0.2359	COPY	1	15
IMPLND	4	0.202	COPY	1	15
PERLND	7	0.082	COPY	1	12
IMPLND	4	0.0528	COPY	1	15
PERLND	7	0.082	COPY	1	13
IMPLND	4	0.1494	COPY	1	15
IMPLND	4	0.1494	COPY	1	15
PERLND	7	0.0515	COPY	1	12
IMPLND	4	0.0465	COPY	1	15
IMPLND	8	0.0127	COPY	1	15
PERLND	7	0.0515	COPY	1	13
IMPLND	4	0.1738	COPY	1	15
IMPLND	4	0.2233	COPY	1	15
IMPLND	4	0.19	COPY	1	15
PERLND	7	0.0504	COPY	1	12
IMPLND	4	0.0439	COPY	1	15

IMPLND	8	0.0049	COPY	1	15
PERLND	7	0.0504	COPY	1	13
PERLND	7	0.6792	COPY	1	12
IMPLND	8	0.1555	COPY	1	15
IMPLND	11	0.9755	COPY	1	15
PERLND	7	0.6792	COPY	1	13
RCHRES	1	1	COPY	501	17
RCHRES	2	1	COPY	501	17
RCHRES	3	1	COPY	501	17
RCHRES	4	1	COPY	501	17
RCHRES	5	1	COPY	501	17
RCHRES	6	1	COPY	501	17
RCHRES	7	1	COPY	501	17
RCHRES	8	1	COPY	501	17
RCHRES	9	1	COPY	501	17
RCHRES	10	1	COPY	501	17
RCHRES	11	1	COPY	501	17
RCHRES	12	1	COPY	501	17
RCHRES	13	1	COPY	501	17
RCHRES	14	1	COPY	501	17
RCHRES	15	1	COPY	501	17

END SCHEMATIC

NETWORK

```

<-Volume-> <-Grp> <-Member-><--Mult-->Tran <-Target vols> <-Grp> <-Member-> ***
<Name> # <Name> # <-factor->strg <Name> # # <Name> # # ***
COPY 501 OUTPUT MEAN 1 1 48.4 DISPLY 1 INPUT TIMSER 1

```

```

<-Volume-> <-Grp> <-Member-><--Mult-->Tran <-Target vols> <-Grp> <-Member-> ***
<Name> # <Name> # <-factor->strg <Name> # # <Name> # # ***
END NETWORK

```

RCHRES

GEN-INFO

RCHRES	Name	Nexits	Unit	Systems	Printer	
# - #	<-----><---->	User	T-series	Engl	Metr	LKFG
			in out			
1	Gravel Trench Be-008	2	1	1	1	28 0 1
2	Gravel Trench Be-009	2	1	1	1	28 0 1
3	Gravel Trench Be-010	2	1	1	1	28 0 1
4	Gravel Trench Be-011	2	1	1	1	28 0 1
5	Gravel Trench Be-014	2	1	1	1	28 0 1
6	Gravel Trench Be-015	2	1	1	1	28 0 1
7	Gravel Trench Be-018	2	1	1	1	28 0 1
8	Gravel Trench Be-026	2	1	1	1	28 0 1
9	Gravel Trench Be-027	2	1	1	1	28 0 1
10	Gravel Trench Be-028	2	1	1	1	28 0 1
11	Gravel Trench Be-029	2	1	1	1	28 0 1
12	Gravel Trench Be-031	2	1	1	1	28 0 1
13	Gravel Trench Be-032	2	1	1	1	28 0 1
14	Gravel Trench Be-033	2	1	1	1	28 0 1
15	Gravel Trench Be-034	2	1	1	1	28 0 1

END GEN-INFO

*** Section RCHRES***

ACTIVITY

```

<PLS > ***** Active Sections *****
# - # HYFG ADFG CNFG HTFG SDFG GQFG OXFG NUFG PKFG PHFG ***
1 1 0 0 0 0 0 0 0 0 0 0
2 1 0 0 0 0 0 0 0 0 0 0
3 1 0 0 0 0 0 0 0 0 0 0
4 1 0 0 0 0 0 0 0 0 0 0
5 1 0 0 0 0 0 0 0 0 0 0
6 1 0 0 0 0 0 0 0 0 0 0
7 1 0 0 0 0 0 0 0 0 0 0
8 1 0 0 0 0 0 0 0 0 0 0
9 1 0 0 0 0 0 0 0 0 0 0
10 1 0 0 0 0 0 0 0 0 0 0

```

11	1	0	0	0	0	0	0	0	0	0	0
12	1	0	0	0	0	0	0	0	0	0	0
13	1	0	0	0	0	0	0	0	0	0	0
14	1	0	0	0	0	0	0	0	0	0	0
15	1	0	0	0	0	0	0	0	0	0	0

END ACTIVITY

PRINT-INFO

***** Print-flags *****													PIVL	PYR	
#	-	#	HYDR	ADCA	CONS	HEAT	SED	GQL	OXRX	NUTR	PLNK	PHCB	PIVL	PYR	*****
1			4	0	0	0	0	0	0	0	0	0	1	9	
2			4	0	0	0	0	0	0	0	0	0	1	9	
3			4	0	0	0	0	0	0	0	0	0	1	9	
4			4	0	0	0	0	0	0	0	0	0	1	9	
5			4	0	0	0	0	0	0	0	0	0	1	9	
6			4	0	0	0	0	0	0	0	0	0	1	9	
7			4	0	0	0	0	0	0	0	0	0	1	9	
8			4	0	0	0	0	0	0	0	0	0	1	9	
9			4	0	0	0	0	0	0	0	0	0	1	9	
10			4	0	0	0	0	0	0	0	0	0	1	9	
11			4	0	0	0	0	0	0	0	0	0	1	9	
12			4	0	0	0	0	0	0	0	0	0	1	9	
13			4	0	0	0	0	0	0	0	0	0	1	9	
14			4	0	0	0	0	0	0	0	0	0	1	9	
15			4	0	0	0	0	0	0	0	0	0	1	9	

END PRINT-INFO

HYDR-PARM1

RCHRES Flags for each HYDR Section													***					
#	-	#	VC	A1	A2	A3	ODFVFG for each possible exit				*** ODGTFG for each possible exit				FUNCT for each possible exit			
			FG	FG	FG	FG												
			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
1			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
2			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
3			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
4			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
5			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
6			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
7			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
8			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
9			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
10			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
11			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
12			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
13			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
14			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2
15			0	1	0	0	4	5	0	0	0	0	0	0	0	2	2	2

END HYDR-PARM1

HYDR-PARM2

#	-	#	FTABNO	LEN	DELTH	STCOR	KS	DB50	***
1			1	0.01	0.0	0.0	0.5	0.0	***
2			2	0.01	0.0	0.0	0.5	0.0	***
3			3	0.01	0.0	0.0	0.5	0.0	***
4			4	0.02	0.0	0.0	0.5	0.0	***
5			5	0.01	0.0	0.0	0.5	0.0	***
6			6	0.01	0.0	0.0	0.5	0.0	***
7			7	0.01	0.0	0.0	0.5	0.0	***
8			8	0.01	0.0	0.0	0.5	0.0	***
9			9	0.01	0.0	0.0	0.5	0.0	***
10			10	0.01	0.0	0.0	0.5	0.0	***
11			11	0.01	0.0	0.0	0.5	0.0	***
12			12	0.01	0.0	0.0	0.5	0.0	***
13			13	0.01	0.0	0.0	0.5	0.0	***
14			14	0.01	0.0	0.0	0.5	0.0	***
15			15	0.01	0.0	0.0	0.5	0.0	***

END HYDR-PARM2

HYDR-INIT

RCHRES Initial conditions for each HYDR section

#	# ***	VOL	Initial value of COLIND for each possible exit						Initial value of OUTDGT for each possible exit					
	*** ac-ft													
1		0	4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2		0	4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
3		0	4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
4		0	4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
5		0	4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
6		0	4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
7		0	4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
8		0	4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
9		0	4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
10	0		4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
11	0		4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
12	0		4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13	0		4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
14	0		4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
15	0		4.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

END HYDR-INIT
END RCHRES

SPEC-ACTIONS
END SPEC-ACTIONS
FTABLES

FTABLE 1							
92	5						
Depth (ft)	Area (acres)	Volume (acre-ft)	Outflow1 (cfs)	Outflow2 (cfs)	Velocity (ft/sec)	Travel Time*** (Minutes)***	
0.000000	0.009183	0.000000	0.000000	0.000000			
0.055556	0.009183	0.000168	0.000000	0.462963			
0.111111	0.009183	0.000337	0.000000	0.462963			
0.166667	0.009183	0.000505	0.000000	0.462963			
0.222222	0.009183	0.000673	0.000000	0.462963			
0.277778	0.009183	0.000842	0.000000	0.462963			
0.333333	0.009183	0.001010	0.000000	0.462963			
0.388889	0.009183	0.001178	0.000000	0.462963			
0.444444	0.009183	0.001347	0.000000	0.462963			
0.500000	0.009183	0.001515	0.000000	0.462963			
0.555556	0.009183	0.001684	0.000000	0.462963			
0.611111	0.009183	0.001852	0.000000	0.462963			
0.666667	0.009183	0.002020	0.000000	0.462963			
0.722222	0.009183	0.002189	0.000000	0.462963			
0.777778	0.009183	0.002357	0.000000	0.462963			
0.833333	0.009183	0.002525	0.000000	0.462963			
0.888889	0.009183	0.002694	0.000000	0.462963			
0.944444	0.009183	0.002862	0.000000	0.462963			
1.000000	0.009183	0.003030	0.000000	0.462963			
1.055556	0.009183	0.003199	0.000000	0.462963			
1.111111	0.009183	0.003367	0.000000	0.462963			
1.166667	0.009183	0.003535	0.000000	0.462963			
1.222222	0.009183	0.003704	0.000000	0.462963			
1.277778	0.009183	0.003872	0.000000	0.462963			
1.333333	0.009183	0.004040	0.000000	0.462963			
1.388889	0.009183	0.004209	0.000000	0.462963			
1.444444	0.009183	0.004377	0.000000	0.462963			
1.500000	0.009183	0.004545	0.000000	0.462963			
1.555556	0.009183	0.004714	0.000000	0.462963			
1.611111	0.009183	0.004882	0.000000	0.462963			
1.666667	0.009183	0.005051	0.000000	0.462963			
1.722222	0.009183	0.005219	0.000000	0.462963			
1.777778	0.009183	0.005387	0.000000	0.462963			
1.833333	0.009183	0.005556	0.000000	0.462963			
1.888889	0.009183	0.005724	0.000000	0.462963			
1.944444	0.009183	0.005892	0.000000	0.462963			
2.000000	0.009183	0.006061	0.000000	0.462963			
2.055556	0.009183	0.006229	0.000000	0.462963			
2.111111	0.009183	0.006397	0.000000	0.462963			
2.166667	0.009183	0.006566	0.000000	0.462963			
2.222222	0.009183	0.006734	0.000000	0.462963			
2.277778	0.009183	0.006902	0.000000	0.462963			

2.333333	0.009183	0.007071	0.000000	0.462963
2.388889	0.009183	0.007239	0.000000	0.462963
2.444444	0.009183	0.007407	0.000000	0.462963
2.500000	0.009183	0.007576	0.000000	0.462963
2.555556	0.009183	0.007744	0.000000	0.462963
2.611111	0.009183	0.007912	0.000000	0.462963
2.666667	0.009183	0.008081	0.000000	0.462963
2.722222	0.009183	0.008249	0.000000	0.462963
2.777778	0.009183	0.008418	0.000000	0.462963
2.833333	0.009183	0.008586	0.000000	0.462963
2.888889	0.009183	0.008754	0.000000	0.462963
2.944444	0.009183	0.008923	0.000000	0.462963
3.000000	0.009183	0.009091	0.000000	0.462963
3.055556	0.009183	0.009259	0.000000	0.462963
3.111111	0.009183	0.009428	0.000000	0.462963
3.166667	0.009183	0.009596	0.000000	0.462963
3.222222	0.009183	0.009764	0.000000	0.462963
3.277778	0.009183	0.009933	0.000000	0.462963
3.333333	0.009183	0.010101	0.000000	0.462963
3.388889	0.009183	0.010269	0.000000	0.462963
3.444444	0.009183	0.010438	0.000000	0.462963
3.500000	0.009183	0.010606	0.000000	0.462963
3.555556	0.009183	0.010774	0.000000	0.462963
3.611111	0.009183	0.010943	0.000000	0.462963
3.666667	0.009183	0.011111	0.000000	0.462963
3.722222	0.009183	0.011279	0.000000	0.462963
3.777778	0.009183	0.011448	0.000000	0.462963
3.833333	0.009183	0.011616	0.000000	0.462963
3.888889	0.009183	0.011785	0.000000	0.462963
3.944444	0.009183	0.011953	0.000000	0.462963
4.000000	0.009183	0.012121	0.000000	0.462963
4.055556	0.009183	0.012290	0.000000	0.462963
4.111111	0.009183	0.012458	0.000000	0.462963
4.166667	0.009183	0.012626	0.000000	0.462963
4.222222	0.009183	0.012795	0.000000	0.462963
4.277778	0.009183	0.012963	0.000000	0.462963
4.333333	0.009183	0.013131	0.000000	0.462963
4.388889	0.009183	0.013300	0.000000	0.462963
4.444444	0.009183	0.013468	0.000000	0.462963
4.500000	0.009183	0.013636	0.000000	0.462963
4.555556	0.009183	0.013805	0.000000	0.462963
4.611111	0.009183	0.013973	0.000000	0.462963
4.666667	0.009183	0.014141	0.000000	0.462963
4.722222	0.009183	0.014310	0.000000	0.462963
4.777778	0.009183	0.014478	0.040914	0.462963
4.833333	0.009183	0.014646	0.211431	0.462963
4.888889	0.009183	0.014815	0.445932	0.462963
4.944444	0.009183	0.014983	0.706863	0.462963
5.000000	0.009183	0.015152	0.957039	0.462963
5.055556	0.009183	0.015321	1.162979	0.462963

END FTABLE 1

FTABLE 2

92 5

Depth (ft)	Area (acres)	Volume (acre-ft)	Outflow1 (cfs)	Outflow2 (cfs)	Velocity (ft/sec)	Travel Time*** (Minutes)***
0.000000	0.000643	0.000000	0.000000	0.000000		
0.033333	0.000643	0.000007	0.000000	0.032407		
0.066667	0.000643	0.000014	0.000000	0.032407		
0.100000	0.000643	0.000021	0.000000	0.032407		
0.133333	0.000643	0.000028	0.000000	0.032407		
0.166667	0.000643	0.000035	0.000000	0.032407		
0.200000	0.000643	0.000042	0.000000	0.032407		
0.233333	0.000643	0.000049	0.000000	0.032407		
0.266667	0.000643	0.000057	0.000000	0.032407		
0.300000	0.000643	0.000064	0.000000	0.032407		
0.333333	0.000643	0.000071	0.000000	0.032407		
0.366667	0.000643	0.000078	0.000000	0.032407		
0.400000	0.000643	0.000085	0.000000	0.032407		
0.433333	0.000643	0.000092	0.000000	0.032407		
0.466667	0.000643	0.000099	0.000000	0.032407		

0.500000	0.000643	0.000106	0.000000	0.032407
0.533333	0.000643	0.000113	0.000000	0.032407
0.566667	0.000643	0.000120	0.000000	0.032407
0.600000	0.000643	0.000127	0.000000	0.032407
0.633333	0.000643	0.000134	0.000000	0.032407
0.666667	0.000643	0.000141	0.000000	0.032407
0.700000	0.000643	0.000148	0.000000	0.032407
0.733333	0.000643	0.000156	0.000000	0.032407
0.766667	0.000643	0.000163	0.000000	0.032407
0.800000	0.000643	0.000170	0.000000	0.032407
0.833333	0.000643	0.000177	0.000000	0.032407
0.866667	0.000643	0.000184	0.000000	0.032407
0.900000	0.000643	0.000191	0.000000	0.032407
0.933333	0.000643	0.000198	0.000000	0.032407
0.966667	0.000643	0.000205	0.000000	0.032407
1.000000	0.000643	0.000212	0.000000	0.032407
1.033333	0.000643	0.000219	0.000000	0.032407
1.066667	0.000643	0.000226	0.000000	0.032407
1.100000	0.000643	0.000233	0.000000	0.032407
1.133333	0.000643	0.000240	0.000000	0.032407
1.166667	0.000643	0.000247	0.000000	0.032407
1.200000	0.000643	0.000255	0.000000	0.032407
1.233333	0.000643	0.000262	0.000000	0.032407
1.266667	0.000643	0.000269	0.000000	0.032407
1.300000	0.000643	0.000276	0.000000	0.032407
1.333333	0.000643	0.000283	0.000000	0.032407
1.366667	0.000643	0.000290	0.000000	0.032407
1.400000	0.000643	0.000297	0.000000	0.032407
1.433333	0.000643	0.000304	0.000000	0.032407
1.466667	0.000643	0.000311	0.000000	0.032407
1.500000	0.000643	0.000318	0.000000	0.032407
1.533333	0.000643	0.000325	0.000000	0.032407
1.566667	0.000643	0.000332	0.000000	0.032407
1.600000	0.000643	0.000339	0.000000	0.032407
1.633333	0.000643	0.000346	0.000000	0.032407
1.666667	0.000643	0.000354	0.000000	0.032407
1.700000	0.000643	0.000361	0.000000	0.032407
1.733333	0.000643	0.000368	0.000000	0.032407
1.766667	0.000643	0.000375	0.000000	0.032407
1.800000	0.000643	0.000382	0.000000	0.032407
1.833333	0.000643	0.000389	0.000000	0.032407
1.866667	0.000643	0.000396	0.000000	0.032407
1.900000	0.000643	0.000403	0.000000	0.032407
1.933333	0.000643	0.000410	0.000000	0.032407
1.966667	0.000643	0.000417	0.000000	0.032407
2.000000	0.000643	0.000424	0.000000	0.032407
2.033333	0.000643	0.000431	0.000000	0.032407
2.066667	0.000643	0.000438	0.000000	0.032407
2.100000	0.000643	0.000445	0.000000	0.032407
2.133333	0.000643	0.000453	0.000000	0.032407
2.166667	0.000643	0.000460	0.000000	0.032407
2.200000	0.000643	0.000467	0.000000	0.032407
2.233333	0.000643	0.000474	0.000000	0.032407
2.266667	0.000643	0.000481	0.000000	0.032407
2.300000	0.000643	0.000488	0.000000	0.032407
2.333333	0.000643	0.000495	0.000000	0.032407
2.366667	0.000643	0.000502	0.000000	0.032407
2.400000	0.000643	0.000509	0.000000	0.032407
2.433333	0.000643	0.000516	0.000000	0.032407
2.466667	0.000643	0.000523	0.000000	0.032407
2.500000	0.000643	0.000530	0.000000	0.032407
2.533333	0.000643	0.000537	0.000000	0.032407
2.566667	0.000643	0.000544	0.000000	0.032407
2.600000	0.000643	0.000552	0.000000	0.032407
2.633333	0.000643	0.000559	0.000000	0.032407
2.666667	0.000643	0.000566	0.000000	0.032407
2.700000	0.000643	0.000573	0.000000	0.032407
2.733333	0.000643	0.000580	0.000000	0.032407
2.766667	0.000643	0.000587	0.000000	0.032407
2.800000	0.000643	0.000594	0.000000	0.032407

2.833333	0.000643	0.000601	0.053769	0.032407
2.866667	0.000643	0.000608	0.151685	0.032407
2.900000	0.000643	0.000615	0.276837	0.032407
2.933333	0.000643	0.000622	0.420687	0.032407
2.966667	0.000643	0.000629	0.575411	0.032407
3.000000	0.000643	0.000636	0.732975	0.032407
3.033333	0.000643	0.000658	0.885276	0.032407

END FTABLE 2

FTABLE 3

92	5					
Depth	Area	Volume	Outflow1	Outflow2	Velocity	Travel Time***
(ft)	(acres)	(acre-ft)	(cfs)	(cfs)	(ft/sec)	(Minutes)***
0.000000	0.004017	0.000000	0.000000	0.000000		
0.055556	0.004017	0.000078	0.000000	0.202546		
0.111111	0.004017	0.000156	0.000000	0.202546		
0.166667	0.004017	0.000234	0.000000	0.202546		
0.222222	0.004017	0.000312	0.000000	0.202546		
0.277778	0.004017	0.000391	0.000000	0.202546		
0.333333	0.004017	0.000469	0.000000	0.202546		
0.388889	0.004017	0.000547	0.000000	0.202546		
0.444444	0.004017	0.000625	0.000000	0.202546		
0.500000	0.004017	0.000703	0.000000	0.202546		
0.555556	0.004017	0.000781	0.000000	0.202546		
0.611111	0.004017	0.000859	0.000000	0.202546		
0.666667	0.004017	0.000937	0.000000	0.202546		
0.722222	0.004017	0.001016	0.000000	0.202546		
0.777778	0.004017	0.001094	0.000000	0.202546		
0.833333	0.004017	0.001172	0.000000	0.202546		
0.888889	0.004017	0.001250	0.000000	0.202546		
0.944444	0.004017	0.001328	0.000000	0.202546		
1.000000	0.004017	0.001406	0.000000	0.202546		
1.055556	0.004017	0.001484	0.000000	0.202546		
1.111111	0.004017	0.001562	0.000000	0.202546		
1.166667	0.004017	0.001640	0.000000	0.202546		
1.222222	0.004017	0.001719	0.000000	0.202546		
1.277778	0.004017	0.001797	0.000000	0.202546		
1.333333	0.004017	0.001875	0.000000	0.202546		
1.388889	0.004017	0.001953	0.000000	0.202546		
1.444444	0.004017	0.002031	0.000000	0.202546		
1.500000	0.004017	0.002109	0.000000	0.202546		
1.555556	0.004017	0.002187	0.000000	0.202546		
1.611111	0.004017	0.002265	0.000000	0.202546		
1.666667	0.004017	0.002344	0.000000	0.202546		
1.722222	0.004017	0.002422	0.000000	0.202546		
1.777778	0.004017	0.002500	0.000000	0.202546		
1.833333	0.004017	0.002578	0.000000	0.202546		
1.888889	0.004017	0.002656	0.000000	0.202546		
1.944444	0.004017	0.002734	0.000000	0.202546		
2.000000	0.004017	0.002812	0.000000	0.202546		
2.055556	0.004017	0.002890	0.000000	0.202546		
2.111111	0.004017	0.002968	0.000000	0.202546		
2.166667	0.004017	0.003047	0.000000	0.202546		
2.222222	0.004017	0.003125	0.000000	0.202546		
2.277778	0.004017	0.003203	0.000000	0.202546		
2.333333	0.004017	0.003281	0.000000	0.202546		
2.388889	0.004017	0.003359	0.000000	0.202546		
2.444444	0.004017	0.003437	0.000000	0.202546		
2.500000	0.004017	0.003515	0.000000	0.202546		
2.555556	0.004017	0.003593	0.000000	0.202546		
2.611111	0.004017	0.003672	0.000000	0.202546		
2.666667	0.004017	0.003750	0.000000	0.202546		
2.722222	0.004017	0.003828	0.000000	0.202546		
2.777778	0.004017	0.003906	0.000000	0.202546		
2.833333	0.004017	0.003984	0.000000	0.202546		
2.888889	0.004017	0.004062	0.000000	0.202546		
2.944444	0.004017	0.004140	0.000000	0.202546		
3.000000	0.004017	0.004218	0.000000	0.202546		
3.055556	0.004017	0.004296	0.000000	0.202546		
3.111111	0.004017	0.004375	0.000000	0.202546		
3.166667	0.004017	0.004453	0.000000	0.202546		

3.222222	0.004017	0.004531	0.000000	0.202546
3.277778	0.004017	0.004609	0.000000	0.202546
3.333333	0.004017	0.004687	0.000000	0.202546
3.388889	0.004017	0.004765	0.000000	0.202546
3.444444	0.004017	0.004843	0.000000	0.202546
3.500000	0.004017	0.004921	0.000000	0.202546
3.555556	0.004017	0.004999	0.000000	0.202546
3.611111	0.004017	0.005078	0.000000	0.202546
3.666667	0.004017	0.005156	0.000000	0.202546
3.722222	0.004017	0.005234	0.000000	0.202546
3.777778	0.004017	0.005312	0.000000	0.202546
3.833333	0.004017	0.005390	0.000000	0.202546
3.888889	0.004017	0.005468	0.000000	0.202546
3.944444	0.004017	0.005546	0.000000	0.202546
4.000000	0.004017	0.005624	0.000000	0.202546
4.055556	0.004017	0.005703	0.000000	0.202546
4.111111	0.004017	0.005781	0.000000	0.202546
4.166667	0.004017	0.005859	0.000000	0.202546
4.222222	0.004017	0.005937	0.000000	0.202546
4.277778	0.004017	0.006015	0.000000	0.202546
4.333333	0.004017	0.006093	0.000000	0.202546
4.388889	0.004017	0.006171	0.000000	0.202546
4.444444	0.004017	0.006249	0.000000	0.202546
4.500000	0.004017	0.006327	0.000000	0.202546
4.555556	0.004017	0.006406	0.000000	0.202546
4.611111	0.004017	0.006484	0.000000	0.202546
4.666667	0.004017	0.006562	0.000000	0.202546
4.722222	0.004017	0.006640	0.000000	0.202546
4.777778	0.004017	0.006718	0.040914	0.202546
4.833333	0.004017	0.006796	0.211431	0.202546
4.888889	0.004017	0.006874	0.445932	0.202546
4.944444	0.004017	0.006952	0.706863	0.202546
5.000000	0.004017	0.007031	0.957039	0.202546
5.055556	0.004017	0.007254	1.162979	0.202546

END FTABLE 3

FTABLE 4

92 5

Depth (ft)	Area (acres)	Volume (acre-ft)	Outflow1 (cfs)	Outflow2 (cfs)	Velocity (ft/sec)	Travel Time*** (Minutes)***
0.000000	0.018365	0.000000	0.000000	0.000000		
0.055556	0.018365	0.000357	0.000000	0.000000		0.925926
0.111111	0.018365	0.000714	0.000000	0.000000		0.925926
0.166667	0.018365	0.001071	0.000000	0.000000		0.925926
0.222222	0.018365	0.001428	0.000000	0.000000		0.925926
0.277778	0.018365	0.001786	0.000000	0.000000		0.925926
0.333333	0.018365	0.002143	0.000000	0.000000		0.925926
0.388889	0.018365	0.002500	0.000000	0.000000		0.925926
0.444444	0.018365	0.002857	0.000000	0.000000		0.925926
0.500000	0.018365	0.003214	0.000000	0.000000		0.925926
0.555556	0.018365	0.003571	0.000000	0.000000		0.925926
0.611111	0.018365	0.003928	0.000000	0.000000		0.925926
0.666667	0.018365	0.004285	0.000000	0.000000		0.925926
0.722222	0.018365	0.004642	0.000000	0.000000		0.925926
0.777778	0.018365	0.004999	0.000000	0.000000		0.925926
0.833333	0.018365	0.005357	0.000000	0.000000		0.925926
0.888889	0.018365	0.005714	0.000000	0.000000		0.925926
0.944444	0.018365	0.006071	0.000000	0.000000		0.925926
1.000000	0.018365	0.006428	0.000000	0.000000		0.925926
1.055556	0.018365	0.006785	0.000000	0.000000		0.925926
1.111111	0.018365	0.007142	0.000000	0.000000		0.925926
1.166667	0.018365	0.007499	0.000000	0.000000		0.925926
1.222222	0.018365	0.007856	0.000000	0.000000		0.925926
1.277778	0.018365	0.008213	0.000000	0.000000		0.925926
1.333333	0.018365	0.008571	0.000000	0.000000		0.925926
1.388889	0.018365	0.008928	0.000000	0.000000		0.925926
1.444444	0.018365	0.009285	0.000000	0.000000		0.925926
1.500000	0.018365	0.009642	0.000000	0.000000		0.925926
1.555556	0.018365	0.009999	0.000000	0.000000		0.925926
1.611111	0.018365	0.010356	0.000000	0.000000		0.925926
1.666667	0.018365	0.010713	0.000000	0.000000		0.925926

1.722222	0.018365	0.011070	0.000000	0.925926
1.777778	0.018365	0.011427	0.000000	0.925926
1.833333	0.018365	0.011785	0.000000	0.925926
1.888889	0.018365	0.012142	0.000000	0.925926
1.944444	0.018365	0.012499	0.000000	0.925926
2.000000	0.018365	0.012856	0.000000	0.925926
2.055556	0.018365	0.013213	0.000000	0.925926
2.111111	0.018365	0.013570	0.000000	0.925926
2.166667	0.018365	0.013927	0.000000	0.925926
2.222222	0.018365	0.014284	0.000000	0.925926
2.277778	0.018365	0.014641	0.000000	0.925926
2.333333	0.018365	0.014998	0.000000	0.925926
2.388889	0.018365	0.015356	0.000000	0.925926
2.444444	0.018365	0.015713	0.000000	0.925926
2.500000	0.018365	0.016070	0.000000	0.925926
2.555556	0.018365	0.016427	0.000000	0.925926
2.611111	0.018365	0.016784	0.000000	0.925926
2.666667	0.018365	0.017141	0.000000	0.925926
2.722222	0.018365	0.017498	0.000000	0.925926
2.777778	0.018365	0.017855	0.000000	0.925926
2.833333	0.018365	0.018212	0.000000	0.925926
2.888889	0.018365	0.018570	0.000000	0.925926
2.944444	0.018365	0.018927	0.000000	0.925926
3.000000	0.018365	0.019284	0.000000	0.925926
3.055556	0.018365	0.019641	0.000000	0.925926
3.111111	0.018365	0.019998	0.000000	0.925926
3.166667	0.018365	0.020355	0.000000	0.925926
3.222222	0.018365	0.020712	0.000000	0.925926
3.277778	0.018365	0.021069	0.000000	0.925926
3.333333	0.018365	0.021426	0.000000	0.925926
3.388889	0.018365	0.021783	0.000000	0.925926
3.444444	0.018365	0.022141	0.000000	0.925926
3.500000	0.018365	0.022498	0.000000	0.925926
3.555556	0.018365	0.022855	0.000000	0.925926
3.611111	0.018365	0.023212	0.000000	0.925926
3.666667	0.018365	0.023569	0.000000	0.925926
3.722222	0.018365	0.023926	0.000000	0.925926
3.777778	0.018365	0.024283	0.000000	0.925926
3.833333	0.018365	0.024640	0.000000	0.925926
3.888889	0.018365	0.024997	0.000000	0.925926
3.944444	0.018365	0.025355	0.000000	0.925926
4.000000	0.018365	0.025712	0.000000	0.925926
4.055556	0.018365	0.026069	0.000000	0.925926
4.111111	0.018365	0.026426	0.000000	0.925926
4.166667	0.018365	0.026783	0.000000	0.925926
4.222222	0.018365	0.027140	0.000000	0.925926
4.277778	0.018365	0.027497	0.000000	0.925926
4.333333	0.018365	0.027854	0.000000	0.925926
4.388889	0.018365	0.028211	0.000000	0.925926
4.444444	0.018365	0.028569	0.000000	0.925926
4.500000	0.018365	0.028926	0.000000	0.925926
4.555556	0.018365	0.029283	0.000000	0.925926
4.611111	0.018365	0.029640	0.000000	0.925926
4.666667	0.018365	0.029997	0.000000	0.925926
4.722222	0.018365	0.030354	0.000000	0.925926
4.777778	0.018365	0.030711	0.040914	0.925926
4.833333	0.018365	0.031068	0.211431	0.925926
4.888889	0.018365	0.031425	0.445932	0.925926
4.944444	0.018365	0.031782	0.706863	0.925926
5.000000	0.018365	0.032140	0.957039	0.925926
5.055556	0.018365	0.033160	1.162979	0.925926

END FTABLE 4

FTABLE 5

92 5

Depth (ft)	Area (acres)	Volume (acre-ft)	Outflow1 (cfs)	Outflow2 (cfs)	Velocity (ft/sec)	Travel Time*** (Minutes)***
0.000000	0.002870	0.000000	0.000000	0.000000		
0.055556	0.002870	0.000056	0.000000	0.144676		
0.111111	0.002870	0.000112	0.000000	0.144676		
0.166667	0.002870	0.000167	0.000000	0.144676		

0.222222	0.002870	0.000223	0.000000	0.144676
0.277778	0.002870	0.000279	0.000000	0.144676
0.333333	0.002870	0.000335	0.000000	0.144676
0.388889	0.002870	0.000391	0.000000	0.144676
0.444444	0.002870	0.000446	0.000000	0.144676
0.500000	0.002870	0.000502	0.000000	0.144676
0.555556	0.002870	0.000558	0.000000	0.144676
0.611111	0.002870	0.000614	0.000000	0.144676
0.666667	0.002870	0.000670	0.000000	0.144676
0.722222	0.002870	0.000725	0.000000	0.144676
0.777778	0.002870	0.000781	0.000000	0.144676
0.833333	0.002870	0.000837	0.000000	0.144676
0.888889	0.002870	0.000893	0.000000	0.144676
0.944444	0.002870	0.000949	0.000000	0.144676
1.000000	0.002870	0.001004	0.000000	0.144676
1.055556	0.002870	0.001060	0.000000	0.144676
1.111111	0.002870	0.001116	0.000000	0.144676
1.166667	0.002870	0.001172	0.000000	0.144676
1.222222	0.002870	0.001228	0.000000	0.144676
1.277778	0.002870	0.001283	0.000000	0.144676
1.333333	0.002870	0.001339	0.000000	0.144676
1.388889	0.002870	0.001395	0.000000	0.144676
1.444444	0.002870	0.001451	0.000000	0.144676
1.500000	0.002870	0.001507	0.000000	0.144676
1.555556	0.002870	0.001562	0.000000	0.144676
1.611111	0.002870	0.001618	0.000000	0.144676
1.666667	0.002870	0.001674	0.000000	0.144676
1.722222	0.002870	0.001730	0.000000	0.144676
1.777778	0.002870	0.001786	0.000000	0.144676
1.833333	0.002870	0.001841	0.000000	0.144676
1.888889	0.002870	0.001897	0.000000	0.144676
1.944444	0.002870	0.001953	0.000000	0.144676
2.000000	0.002870	0.002009	0.000000	0.144676
2.055556	0.002870	0.002065	0.000000	0.144676
2.111111	0.002870	0.002120	0.000000	0.144676
2.166667	0.002870	0.002176	0.000000	0.144676
2.222222	0.002870	0.002232	0.000000	0.144676
2.277778	0.002870	0.002288	0.000000	0.144676
2.333333	0.002870	0.002344	0.000000	0.144676
2.388889	0.002870	0.002399	0.000000	0.144676
2.444444	0.002870	0.002455	0.000000	0.144676
2.500000	0.002870	0.002511	0.000000	0.144676
2.555556	0.002870	0.002567	0.000000	0.144676
2.611111	0.002870	0.002623	0.000000	0.144676
2.666667	0.002870	0.002678	0.000000	0.144676
2.722222	0.002870	0.002734	0.000000	0.144676
2.777778	0.002870	0.002790	0.000000	0.144676
2.833333	0.002870	0.002846	0.000000	0.144676
2.888889	0.002870	0.002901	0.000000	0.144676
2.944444	0.002870	0.002957	0.000000	0.144676
3.000000	0.002870	0.003013	0.000000	0.144676
3.055556	0.002870	0.003069	0.000000	0.144676
3.111111	0.002870	0.003125	0.000000	0.144676
3.166667	0.002870	0.003180	0.000000	0.144676
3.222222	0.002870	0.003236	0.000000	0.144676
3.277778	0.002870	0.003292	0.000000	0.144676
3.333333	0.002870	0.003348	0.000000	0.144676
3.388889	0.002870	0.003404	0.000000	0.144676
3.444444	0.002870	0.003459	0.000000	0.144676
3.500000	0.002870	0.003515	0.000000	0.144676
3.555556	0.002870	0.003571	0.000000	0.144676
3.611111	0.002870	0.003627	0.000000	0.144676
3.666667	0.002870	0.003683	0.000000	0.144676
3.722222	0.002870	0.003738	0.000000	0.144676
3.777778	0.002870	0.003794	0.000000	0.144676
3.833333	0.002870	0.003850	0.000000	0.144676
3.888889	0.002870	0.003906	0.000000	0.144676
3.944444	0.002870	0.003962	0.000000	0.144676
4.000000	0.002870	0.004017	0.000000	0.144676
4.055556	0.002870	0.004073	0.000000	0.144676

4.111111	0.002870	0.004129	0.000000	0.144676
4.166667	0.002870	0.004185	0.000000	0.144676
4.222222	0.002870	0.004241	0.000000	0.144676
4.277778	0.002870	0.004296	0.000000	0.144676
4.333333	0.002870	0.004352	0.000000	0.144676
4.388889	0.002870	0.004408	0.000000	0.144676
4.444444	0.002870	0.004464	0.000000	0.144676
4.500000	0.002870	0.004520	0.000000	0.144676
4.555556	0.002870	0.004575	0.000000	0.144676
4.611111	0.002870	0.004631	0.000000	0.144676
4.666667	0.002870	0.004687	0.000000	0.144676
4.722222	0.002870	0.004743	0.000000	0.144676
4.777778	0.002870	0.004799	0.040914	0.144676
4.833333	0.002870	0.004854	0.211431	0.144676
4.888889	0.002870	0.004910	0.445932	0.144676
4.944444	0.002870	0.004966	0.706863	0.144676
5.000000	0.002870	0.005022	0.957039	0.144676
5.055556	0.002870	0.005181	1.162979	0.144676

END F'TABLE 5

F'TABLE 6

92	5						
Depth	Area	Volume	Outflow1	Outflow2	Velocity	Travel Time***	
(ft)	(acres)	(acre-ft)	(cfs)	(cfs)	(ft/sec)	(Minutes)***	
0.000000	0.002296	0.000000	0.000000	0.000000			
0.055556	0.002296	0.000042	0.000000	0.115741			
0.111111	0.002296	0.000084	0.000000	0.115741			
0.166667	0.002296	0.000126	0.000000	0.115741			
0.222222	0.002296	0.000168	0.000000	0.115741			
0.277778	0.002296	0.000210	0.000000	0.115741			
0.333333	0.002296	0.000253	0.000000	0.115741			
0.388889	0.002296	0.000295	0.000000	0.115741			
0.444444	0.002296	0.000337	0.000000	0.115741			
0.500000	0.002296	0.000379	0.000000	0.115741			
0.555556	0.002296	0.000421	0.000000	0.115741			
0.611111	0.002296	0.000463	0.000000	0.115741			
0.666667	0.002296	0.000505	0.000000	0.115741			
0.722222	0.002296	0.000547	0.000000	0.115741			
0.777778	0.002296	0.000589	0.000000	0.115741			
0.833333	0.002296	0.000631	0.000000	0.115741			
0.888889	0.002296	0.000673	0.000000	0.115741			
0.944444	0.002296	0.000715	0.000000	0.115741			
1.000000	0.002296	0.000758	0.000000	0.115741			
1.055556	0.002296	0.000800	0.000000	0.115741			
1.111111	0.002296	0.000842	0.000000	0.115741			
1.166667	0.002296	0.000884	0.000000	0.115741			
1.222222	0.002296	0.000926	0.000000	0.115741			
1.277778	0.002296	0.000968	0.000000	0.115741			
1.333333	0.002296	0.001010	0.000000	0.115741			
1.388889	0.002296	0.001052	0.000000	0.115741			
1.444444	0.002296	0.001094	0.000000	0.115741			
1.500000	0.002296	0.001136	0.000000	0.115741			
1.555556	0.002296	0.001178	0.000000	0.115741			
1.611111	0.002296	0.001221	0.000000	0.115741			
1.666667	0.002296	0.001263	0.000000	0.115741			
1.722222	0.002296	0.001305	0.000000	0.115741			
1.777778	0.002296	0.001347	0.000000	0.115741			
1.833333	0.002296	0.001389	0.000000	0.115741			
1.888889	0.002296	0.001431	0.000000	0.115741			
1.944444	0.002296	0.001473	0.000000	0.115741			
2.000000	0.002296	0.001515	0.000000	0.115741			
2.055556	0.002296	0.001557	0.000000	0.115741			
2.111111	0.002296	0.001599	0.000000	0.115741			
2.166667	0.002296	0.001641	0.000000	0.115741			
2.222222	0.002296	0.001684	0.000000	0.115741			
2.277778	0.002296	0.001726	0.000000	0.115741			
2.333333	0.002296	0.001768	0.000000	0.115741			
2.388889	0.002296	0.001810	0.000000	0.115741			
2.444444	0.002296	0.001852	0.000000	0.115741			
2.500000	0.002296	0.001894	0.000000	0.115741			
2.555556	0.002296	0.001936	0.000000	0.115741			

2.611111	0.002296	0.001978	0.000000	0.115741
2.666667	0.002296	0.002020	0.000000	0.115741
2.722222	0.002296	0.002062	0.000000	0.115741
2.777778	0.002296	0.002104	0.000000	0.115741
2.833333	0.002296	0.002146	0.000000	0.115741
2.888889	0.002296	0.002189	0.000000	0.115741
2.944444	0.002296	0.002231	0.000000	0.115741
3.000000	0.002296	0.002273	0.000000	0.115741
3.055556	0.002296	0.002315	0.000000	0.115741
3.111111	0.002296	0.002357	0.000000	0.115741
3.166667	0.002296	0.002399	0.000000	0.115741
3.222222	0.002296	0.002441	0.000000	0.115741
3.277778	0.002296	0.002483	0.000000	0.115741
3.333333	0.002296	0.002525	0.000000	0.115741
3.388889	0.002296	0.002567	0.000000	0.115741
3.444444	0.002296	0.002609	0.000000	0.115741
3.500000	0.002296	0.002652	0.000000	0.115741
3.555556	0.002296	0.002694	0.000000	0.115741
3.611111	0.002296	0.002736	0.000000	0.115741
3.666667	0.002296	0.002778	0.000000	0.115741
3.722222	0.002296	0.002820	0.000000	0.115741
3.777778	0.002296	0.002862	0.000000	0.115741
3.833333	0.002296	0.002904	0.000000	0.115741
3.888889	0.002296	0.002946	0.000000	0.115741
3.944444	0.002296	0.002988	0.000000	0.115741
4.000000	0.002296	0.003030	0.000000	0.115741
4.055556	0.002296	0.003072	0.000000	0.115741
4.111111	0.002296	0.003114	0.000000	0.115741
4.166667	0.002296	0.003157	0.000000	0.115741
4.222222	0.002296	0.003199	0.000000	0.115741
4.277778	0.002296	0.003241	0.000000	0.115741
4.333333	0.002296	0.003283	0.000000	0.115741
4.388889	0.002296	0.003325	0.000000	0.115741
4.444444	0.002296	0.003367	0.000000	0.115741
4.500000	0.002296	0.003409	0.000000	0.115741
4.555556	0.002296	0.003451	0.000000	0.115741
4.611111	0.002296	0.003493	0.000000	0.115741
4.666667	0.002296	0.003535	0.000000	0.115741
4.722222	0.002296	0.003577	0.000000	0.115741
4.777778	0.002296	0.003620	0.040914	0.115741
4.833333	0.002296	0.003662	0.211431	0.115741
4.888889	0.002296	0.003704	0.445932	0.115741
4.944444	0.002296	0.003746	0.706863	0.115741
5.000000	0.002296	0.003788	0.957039	0.115741
5.055556	0.002296	0.003915	1.162979	0.115741

END FTABLE 6

FTABLE 7

92 5

Depth (ft)	Area (acres)	Volume (acre-ft)	Outflow1 (cfs)	Outflow2 (cfs)	Velocity (ft/sec)	Travel Time*** (Minutes)***
0.000000	0.000643	0.000000	0.000000	0.000000		
0.033333	0.000643	0.000007	0.000000	0.032407		
0.066667	0.000643	0.000014	0.000000	0.032407		
0.100000	0.000643	0.000021	0.000000	0.032407		
0.133333	0.000643	0.000028	0.000000	0.032407		
0.166667	0.000643	0.000035	0.000000	0.032407		
0.200000	0.000643	0.000042	0.000000	0.032407		
0.233333	0.000643	0.000049	0.000000	0.032407		
0.266667	0.000643	0.000057	0.000000	0.032407		
0.300000	0.000643	0.000064	0.000000	0.032407		
0.333333	0.000643	0.000071	0.000000	0.032407		
0.366667	0.000643	0.000078	0.000000	0.032407		
0.400000	0.000643	0.000085	0.000000	0.032407		
0.433333	0.000643	0.000092	0.000000	0.032407		
0.466667	0.000643	0.000099	0.000000	0.032407		
0.500000	0.000643	0.000106	0.000000	0.032407		
0.533333	0.000643	0.000113	0.000000	0.032407		
0.566667	0.000643	0.000120	0.000000	0.032407		
0.600000	0.000643	0.000127	0.000000	0.032407		
0.633333	0.000643	0.000134	0.000000	0.032407		

0.666667	0.000643	0.000141	0.000000	0.032407
0.700000	0.000643	0.000148	0.000000	0.032407
0.733333	0.000643	0.000156	0.000000	0.032407
0.766667	0.000643	0.000163	0.000000	0.032407
0.800000	0.000643	0.000170	0.000000	0.032407
0.833333	0.000643	0.000177	0.000000	0.032407
0.866667	0.000643	0.000184	0.000000	0.032407
0.900000	0.000643	0.000191	0.000000	0.032407
0.933333	0.000643	0.000198	0.000000	0.032407
0.966667	0.000643	0.000205	0.000000	0.032407
1.000000	0.000643	0.000212	0.000000	0.032407
1.033333	0.000643	0.000219	0.000000	0.032407
1.066667	0.000643	0.000226	0.000000	0.032407
1.100000	0.000643	0.000233	0.000000	0.032407
1.133333	0.000643	0.000240	0.000000	0.032407
1.166667	0.000643	0.000247	0.000000	0.032407
1.200000	0.000643	0.000255	0.000000	0.032407
1.233333	0.000643	0.000262	0.000000	0.032407
1.266667	0.000643	0.000269	0.000000	0.032407
1.300000	0.000643	0.000276	0.000000	0.032407
1.333333	0.000643	0.000283	0.000000	0.032407
1.366667	0.000643	0.000290	0.000000	0.032407
1.400000	0.000643	0.000297	0.000000	0.032407
1.433333	0.000643	0.000304	0.000000	0.032407
1.466667	0.000643	0.000311	0.000000	0.032407
1.500000	0.000643	0.000318	0.000000	0.032407
1.533333	0.000643	0.000325	0.000000	0.032407
1.566667	0.000643	0.000332	0.000000	0.032407
1.600000	0.000643	0.000339	0.000000	0.032407
1.633333	0.000643	0.000346	0.000000	0.032407
1.666667	0.000643	0.000354	0.000000	0.032407
1.700000	0.000643	0.000361	0.000000	0.032407
1.733333	0.000643	0.000368	0.000000	0.032407
1.766667	0.000643	0.000375	0.000000	0.032407
1.800000	0.000643	0.000382	0.000000	0.032407
1.833333	0.000643	0.000389	0.000000	0.032407
1.866667	0.000643	0.000396	0.000000	0.032407
1.900000	0.000643	0.000403	0.000000	0.032407
1.933333	0.000643	0.000410	0.000000	0.032407
1.966667	0.000643	0.000417	0.000000	0.032407
2.000000	0.000643	0.000424	0.000000	0.032407
2.033333	0.000643	0.000431	0.000000	0.032407
2.066667	0.000643	0.000438	0.000000	0.032407
2.100000	0.000643	0.000445	0.000000	0.032407
2.133333	0.000643	0.000453	0.000000	0.032407
2.166667	0.000643	0.000460	0.000000	0.032407
2.200000	0.000643	0.000467	0.000000	0.032407
2.233333	0.000643	0.000474	0.000000	0.032407
2.266667	0.000643	0.000481	0.000000	0.032407
2.300000	0.000643	0.000488	0.000000	0.032407
2.333333	0.000643	0.000495	0.000000	0.032407
2.366667	0.000643	0.000502	0.000000	0.032407
2.400000	0.000643	0.000509	0.000000	0.032407
2.433333	0.000643	0.000516	0.000000	0.032407
2.466667	0.000643	0.000523	0.000000	0.032407
2.500000	0.000643	0.000530	0.000000	0.032407
2.533333	0.000643	0.000537	0.000000	0.032407
2.566667	0.000643	0.000544	0.000000	0.032407
2.600000	0.000643	0.000552	0.000000	0.032407
2.633333	0.000643	0.000559	0.000000	0.032407
2.666667	0.000643	0.000566	0.000000	0.032407
2.700000	0.000643	0.000573	0.000000	0.032407
2.733333	0.000643	0.000580	0.000000	0.032407
2.766667	0.000643	0.000587	0.000000	0.032407
2.800000	0.000643	0.000594	0.000000	0.032407
2.833333	0.000643	0.000601	0.053769	0.032407
2.866667	0.000643	0.000608	0.151685	0.032407
2.900000	0.000643	0.000615	0.276837	0.032407
2.933333	0.000643	0.000622	0.420687	0.032407
2.966667	0.000643	0.000629	0.575411	0.032407

3.000000 0.000643 0.000636 0.732975 0.032407
 3.033333 0.000643 0.000658 0.885276 0.032407
 END FTABLE 7
 FTABLE 8

92	5						
Depth	Area	Volume	Outflow1	Outflow2	Velocity	Travel Time***	
(ft)	(acres)	(acre-ft)	(cfs)	(cfs)	(ft/sec)	(Minutes)***	
0.000000	0.002296	0.000000	0.000000	0.000000			
0.055556	0.002296	0.000042	0.000000	0.115741			
0.111111	0.002296	0.000084	0.000000	0.115741			
0.166667	0.002296	0.000126	0.000000	0.115741			
0.222222	0.002296	0.000168	0.000000	0.115741			
0.277778	0.002296	0.000210	0.000000	0.115741			
0.333333	0.002296	0.000253	0.000000	0.115741			
0.388889	0.002296	0.000295	0.000000	0.115741			
0.444444	0.002296	0.000337	0.000000	0.115741			
0.500000	0.002296	0.000379	0.000000	0.115741			
0.555556	0.002296	0.000421	0.000000	0.115741			
0.611111	0.002296	0.000463	0.000000	0.115741			
0.666667	0.002296	0.000505	0.000000	0.115741			
0.722222	0.002296	0.000547	0.000000	0.115741			
0.777778	0.002296	0.000589	0.000000	0.115741			
0.833333	0.002296	0.000631	0.000000	0.115741			
0.888889	0.002296	0.000673	0.000000	0.115741			
0.944444	0.002296	0.000715	0.000000	0.115741			
1.000000	0.002296	0.000758	0.000000	0.115741			
1.055556	0.002296	0.000800	0.000000	0.115741			
1.111111	0.002296	0.000842	0.000000	0.115741			
1.166667	0.002296	0.000884	0.000000	0.115741			
1.222222	0.002296	0.000926	0.000000	0.115741			
1.277778	0.002296	0.000968	0.000000	0.115741			
1.333333	0.002296	0.001010	0.000000	0.115741			
1.388889	0.002296	0.001052	0.000000	0.115741			
1.444444	0.002296	0.001094	0.000000	0.115741			
1.500000	0.002296	0.001136	0.000000	0.115741			
1.555556	0.002296	0.001178	0.000000	0.115741			
1.611111	0.002296	0.001221	0.000000	0.115741			
1.666667	0.002296	0.001263	0.000000	0.115741			
1.722222	0.002296	0.001305	0.000000	0.115741			
1.777778	0.002296	0.001347	0.000000	0.115741			
1.833333	0.002296	0.001389	0.000000	0.115741			
1.888889	0.002296	0.001431	0.000000	0.115741			
1.944444	0.002296	0.001473	0.000000	0.115741			
2.000000	0.002296	0.001515	0.000000	0.115741			
2.055556	0.002296	0.001557	0.000000	0.115741			
2.111111	0.002296	0.001599	0.000000	0.115741			
2.166667	0.002296	0.001641	0.000000	0.115741			
2.222222	0.002296	0.001684	0.000000	0.115741			
2.277778	0.002296	0.001726	0.000000	0.115741			
2.333333	0.002296	0.001768	0.000000	0.115741			
2.388889	0.002296	0.001810	0.000000	0.115741			
2.444444	0.002296	0.001852	0.000000	0.115741			
2.500000	0.002296	0.001894	0.000000	0.115741			
2.555556	0.002296	0.001936	0.000000	0.115741			
2.611111	0.002296	0.001978	0.000000	0.115741			
2.666667	0.002296	0.002020	0.000000	0.115741			
2.722222	0.002296	0.002062	0.000000	0.115741			
2.777778	0.002296	0.002104	0.000000	0.115741			
2.833333	0.002296	0.002146	0.000000	0.115741			
2.888889	0.002296	0.002189	0.000000	0.115741			
2.944444	0.002296	0.002231	0.000000	0.115741			
3.000000	0.002296	0.002273	0.000000	0.115741			
3.055556	0.002296	0.002315	0.000000	0.115741			
3.111111	0.002296	0.002357	0.000000	0.115741			
3.166667	0.002296	0.002399	0.000000	0.115741			
3.222222	0.002296	0.002441	0.000000	0.115741			
3.277778	0.002296	0.002483	0.000000	0.115741			
3.333333	0.002296	0.002525	0.000000	0.115741			
3.388889	0.002296	0.002567	0.000000	0.115741			
3.444444	0.002296	0.002609	0.000000	0.115741			

3.500000	0.002296	0.002652	0.000000	0.115741
3.555556	0.002296	0.002694	0.000000	0.115741
3.611111	0.002296	0.002736	0.000000	0.115741
3.666667	0.002296	0.002778	0.000000	0.115741
3.722222	0.002296	0.002820	0.000000	0.115741
3.777778	0.002296	0.002862	0.000000	0.115741
3.833333	0.002296	0.002904	0.000000	0.115741
3.888889	0.002296	0.002946	0.000000	0.115741
3.944444	0.002296	0.002988	0.000000	0.115741
4.000000	0.002296	0.003030	0.000000	0.115741
4.055556	0.002296	0.003072	0.000000	0.115741
4.111111	0.002296	0.003114	0.000000	0.115741
4.166667	0.002296	0.003157	0.000000	0.115741
4.222222	0.002296	0.003199	0.000000	0.115741
4.277778	0.002296	0.003241	0.000000	0.115741
4.333333	0.002296	0.003283	0.000000	0.115741
4.388889	0.002296	0.003325	0.000000	0.115741
4.444444	0.002296	0.003367	0.000000	0.115741
4.500000	0.002296	0.003409	0.000000	0.115741
4.555556	0.002296	0.003451	0.000000	0.115741
4.611111	0.002296	0.003493	0.000000	0.115741
4.666667	0.002296	0.003535	0.000000	0.115741
4.722222	0.002296	0.003577	0.000000	0.115741
4.777778	0.002296	0.003620	0.040914	0.115741
4.833333	0.002296	0.003662	0.211431	0.115741
4.888889	0.002296	0.003704	0.445932	0.115741
4.944444	0.002296	0.003746	0.706863	0.115741
5.000000	0.002296	0.003788	0.957039	0.115741
5.055556	0.002296	0.003915	1.162979	0.115741

END FTABLE 8

FTABLE 9

92 5

Depth (ft)	Area (acres)	Volume (acre-ft)	Outflow1 (cfs)	Outflow2 (cfs)	Velocity (ft/sec)	Travel Time*** (Minutes)***
0.000000	0.001722	0.000000	0.000000	0.000000		
0.055556	0.001722	0.000032	0.000000	0.000000		
0.111111	0.001722	0.000063	0.000000	0.000000		
0.166667	0.001722	0.000095	0.000000	0.000000		
0.222222	0.001722	0.000126	0.000000	0.000000		
0.277778	0.001722	0.000158	0.000000	0.000000		
0.333333	0.001722	0.000189	0.000000	0.000000		
0.388889	0.001722	0.000221	0.000000	0.000000		
0.444444	0.001722	0.000253	0.000000	0.000000		
0.500000	0.001722	0.000284	0.000000	0.000000		
0.555556	0.001722	0.000316	0.000000	0.000000		
0.611111	0.001722	0.000347	0.000000	0.000000		
0.666667	0.001722	0.000379	0.000000	0.000000		
0.722222	0.001722	0.000410	0.000000	0.000000		
0.777778	0.001722	0.000442	0.000000	0.000000		
0.833333	0.001722	0.000473	0.000000	0.000000		
0.888889	0.001722	0.000505	0.000000	0.000000		
0.944444	0.001722	0.000537	0.000000	0.000000		
1.000000	0.001722	0.000568	0.000000	0.000000		
1.055556	0.001722	0.000600	0.000000	0.000000		
1.111111	0.001722	0.000631	0.000000	0.000000		
1.166667	0.001722	0.000663	0.000000	0.000000		
1.222222	0.001722	0.000694	0.000000	0.000000		
1.277778	0.001722	0.000726	0.000000	0.000000		
1.333333	0.001722	0.000758	0.000000	0.000000		
1.388889	0.001722	0.000789	0.000000	0.000000		
1.444444	0.001722	0.000821	0.000000	0.000000		
1.500000	0.001722	0.000852	0.000000	0.000000		
1.555556	0.001722	0.000884	0.000000	0.000000		
1.611111	0.001722	0.000915	0.000000	0.000000		
1.666667	0.001722	0.000947	0.000000	0.000000		
1.722222	0.001722	0.000979	0.000000	0.000000		
1.777778	0.001722	0.001010	0.000000	0.000000		
1.833333	0.001722	0.001042	0.000000	0.000000		
1.888889	0.001722	0.001073	0.000000	0.000000		
1.944444	0.001722	0.001105	0.000000	0.000000		

2.000000	0.001722	0.001136	0.000000	0.086806
2.055556	0.001722	0.001168	0.000000	0.086806
2.111111	0.001722	0.001199	0.000000	0.086806
2.166667	0.001722	0.001231	0.000000	0.086806
2.222222	0.001722	0.001263	0.000000	0.086806
2.277778	0.001722	0.001294	0.000000	0.086806
2.333333	0.001722	0.001326	0.000000	0.086806
2.388889	0.001722	0.001357	0.000000	0.086806
2.444444	0.001722	0.001389	0.000000	0.086806
2.500000	0.001722	0.001420	0.000000	0.086806
2.555556	0.001722	0.001452	0.000000	0.086806
2.611111	0.001722	0.001484	0.000000	0.086806
2.666667	0.001722	0.001515	0.000000	0.086806
2.722222	0.001722	0.001547	0.000000	0.086806
2.777778	0.001722	0.001578	0.000000	0.086806
2.833333	0.001722	0.001610	0.000000	0.086806
2.888889	0.001722	0.001641	0.000000	0.086806
2.944444	0.001722	0.001673	0.000000	0.086806
3.000000	0.001722	0.001705	0.000000	0.086806
3.055556	0.001722	0.001736	0.000000	0.086806
3.111111	0.001722	0.001768	0.000000	0.086806
3.166667	0.001722	0.001799	0.000000	0.086806
3.222222	0.001722	0.001831	0.000000	0.086806
3.277778	0.001722	0.001862	0.000000	0.086806
3.333333	0.001722	0.001894	0.000000	0.086806
3.388889	0.001722	0.001926	0.000000	0.086806
3.444444	0.001722	0.001957	0.000000	0.086806
3.500000	0.001722	0.001989	0.000000	0.086806
3.555556	0.001722	0.002020	0.000000	0.086806
3.611111	0.001722	0.002052	0.000000	0.086806
3.666667	0.001722	0.002083	0.000000	0.086806
3.722222	0.001722	0.002115	0.000000	0.086806
3.777778	0.001722	0.002146	0.000000	0.086806
3.833333	0.001722	0.002178	0.000000	0.086806
3.888889	0.001722	0.002210	0.000000	0.086806
3.944444	0.001722	0.002241	0.000000	0.086806
4.000000	0.001722	0.002273	0.000000	0.086806
4.055556	0.001722	0.002304	0.000000	0.086806
4.111111	0.001722	0.002336	0.000000	0.086806
4.166667	0.001722	0.002367	0.000000	0.086806
4.222222	0.001722	0.002399	0.000000	0.086806
4.277778	0.001722	0.002431	0.000000	0.086806
4.333333	0.001722	0.002462	0.000000	0.086806
4.388889	0.001722	0.002494	0.000000	0.086806
4.444444	0.001722	0.002525	0.000000	0.086806
4.500000	0.001722	0.002557	0.000000	0.086806
4.555556	0.001722	0.002588	0.000000	0.086806
4.611111	0.001722	0.002620	0.000000	0.086806
4.666667	0.001722	0.002652	0.000000	0.086806
4.722222	0.001722	0.002683	0.000000	0.086806
4.777778	0.001722	0.002715	0.040914	0.086806
4.833333	0.001722	0.002746	0.211431	0.086806
4.888889	0.001722	0.002778	0.445932	0.086806
4.944444	0.001722	0.002809	0.706863	0.086806
5.000000	0.001722	0.002841	0.957039	0.086806
5.055556	0.001722	0.002937	1.162979	0.086806

END FTABLE 9

FTABLE 10

92 5

Depth (ft)	Area (acres)	Volume (acre-ft)	Outflow1 (cfs)	Outflow2 (cfs)	Velocity (ft/sec)	Travel Time*** (Minutes)***
0.000000	0.000643	0.000000	0.000000	0.000000		
0.033333	0.000643	0.000007	0.000000	0.032407		
0.066667	0.000643	0.000014	0.000000	0.032407		
0.100000	0.000643	0.000021	0.000000	0.032407		
0.133333	0.000643	0.000028	0.000000	0.032407		
0.166667	0.000643	0.000035	0.000000	0.032407		
0.200000	0.000643	0.000042	0.000000	0.032407		
0.233333	0.000643	0.000049	0.000000	0.032407		
0.266667	0.000643	0.000057	0.000000	0.032407		

0.300000	0.000643	0.000064	0.000000	0.032407
0.333333	0.000643	0.000071	0.000000	0.032407
0.366667	0.000643	0.000078	0.000000	0.032407
0.400000	0.000643	0.000085	0.000000	0.032407
0.433333	0.000643	0.000092	0.000000	0.032407
0.466667	0.000643	0.000099	0.000000	0.032407
0.500000	0.000643	0.000106	0.000000	0.032407
0.533333	0.000643	0.000113	0.000000	0.032407
0.566667	0.000643	0.000120	0.000000	0.032407
0.600000	0.000643	0.000127	0.000000	0.032407
0.633333	0.000643	0.000134	0.000000	0.032407
0.666667	0.000643	0.000141	0.000000	0.032407
0.700000	0.000643	0.000148	0.000000	0.032407
0.733333	0.000643	0.000156	0.000000	0.032407
0.766667	0.000643	0.000163	0.000000	0.032407
0.800000	0.000643	0.000170	0.000000	0.032407
0.833333	0.000643	0.000177	0.000000	0.032407
0.866667	0.000643	0.000184	0.000000	0.032407
0.900000	0.000643	0.000191	0.000000	0.032407
0.933333	0.000643	0.000198	0.000000	0.032407
0.966667	0.000643	0.000205	0.000000	0.032407
1.000000	0.000643	0.000212	0.000000	0.032407
1.033333	0.000643	0.000219	0.000000	0.032407
1.066667	0.000643	0.000226	0.000000	0.032407
1.100000	0.000643	0.000233	0.000000	0.032407
1.133333	0.000643	0.000240	0.000000	0.032407
1.166667	0.000643	0.000247	0.000000	0.032407
1.200000	0.000643	0.000255	0.000000	0.032407
1.233333	0.000643	0.000262	0.000000	0.032407
1.266667	0.000643	0.000269	0.000000	0.032407
1.300000	0.000643	0.000276	0.000000	0.032407
1.333333	0.000643	0.000283	0.000000	0.032407
1.366667	0.000643	0.000290	0.000000	0.032407
1.400000	0.000643	0.000297	0.000000	0.032407
1.433333	0.000643	0.000304	0.000000	0.032407
1.466667	0.000643	0.000311	0.000000	0.032407
1.500000	0.000643	0.000318	0.000000	0.032407
1.533333	0.000643	0.000325	0.000000	0.032407
1.566667	0.000643	0.000332	0.000000	0.032407
1.600000	0.000643	0.000339	0.000000	0.032407
1.633333	0.000643	0.000346	0.000000	0.032407
1.666667	0.000643	0.000354	0.000000	0.032407
1.700000	0.000643	0.000361	0.000000	0.032407
1.733333	0.000643	0.000368	0.000000	0.032407
1.766667	0.000643	0.000375	0.000000	0.032407
1.800000	0.000643	0.000382	0.000000	0.032407
1.833333	0.000643	0.000389	0.000000	0.032407
1.866667	0.000643	0.000396	0.000000	0.032407
1.900000	0.000643	0.000403	0.000000	0.032407
1.933333	0.000643	0.000410	0.000000	0.032407
1.966667	0.000643	0.000417	0.000000	0.032407
2.000000	0.000643	0.000424	0.000000	0.032407
2.033333	0.000643	0.000431	0.000000	0.032407
2.066667	0.000643	0.000438	0.000000	0.032407
2.100000	0.000643	0.000445	0.000000	0.032407
2.133333	0.000643	0.000453	0.000000	0.032407
2.166667	0.000643	0.000460	0.000000	0.032407
2.200000	0.000643	0.000467	0.000000	0.032407
2.233333	0.000643	0.000474	0.000000	0.032407
2.266667	0.000643	0.000481	0.000000	0.032407
2.300000	0.000643	0.000488	0.000000	0.032407
2.333333	0.000643	0.000495	0.000000	0.032407
2.366667	0.000643	0.000502	0.000000	0.032407
2.400000	0.000643	0.000509	0.000000	0.032407
2.433333	0.000643	0.000516	0.000000	0.032407
2.466667	0.000643	0.000523	0.000000	0.032407
2.500000	0.000643	0.000530	0.000000	0.032407
2.533333	0.000643	0.000537	0.000000	0.032407
2.566667	0.000643	0.000544	0.000000	0.032407
2.600000	0.000643	0.000552	0.000000	0.032407

2.633333	0.000643	0.000559	0.000000	0.032407
2.666667	0.000643	0.000566	0.000000	0.032407
2.700000	0.000643	0.000573	0.000000	0.032407
2.733333	0.000643	0.000580	0.000000	0.032407
2.766667	0.000643	0.000587	0.000000	0.032407
2.800000	0.000643	0.000594	0.000000	0.032407
2.833333	0.000643	0.000601	0.053769	0.032407
2.866667	0.000643	0.000608	0.151685	0.032407
2.900000	0.000643	0.000615	0.276837	0.032407
2.933333	0.000643	0.000622	0.420687	0.032407
2.966667	0.000643	0.000629	0.575411	0.032407
3.000000	0.000643	0.000636	0.732975	0.032407
3.033333	0.000643	0.000658	0.885276	0.032407

END FTABLE 10

FTABLE 11

92	5						
Depth	Area	Volume	Outflow1	Outflow2	Velocity	Travel Time***	
(ft)	(acres)	(acre-ft)	(cfs)	(cfs)	(ft/sec)	(Minutes) ***	
0.000000	0.002296	0.000000	0.000000	0.000000			
0.055556	0.002296	0.000042	0.000000	0.115741			
0.111111	0.002296	0.000084	0.000000	0.115741			
0.166667	0.002296	0.000126	0.000000	0.115741			
0.222222	0.002296	0.000168	0.000000	0.115741			
0.277778	0.002296	0.000210	0.000000	0.115741			
0.333333	0.002296	0.000253	0.000000	0.115741			
0.388889	0.002296	0.000295	0.000000	0.115741			
0.444444	0.002296	0.000337	0.000000	0.115741			
0.500000	0.002296	0.000379	0.000000	0.115741			
0.555556	0.002296	0.000421	0.000000	0.115741			
0.611111	0.002296	0.000463	0.000000	0.115741			
0.666667	0.002296	0.000505	0.000000	0.115741			
0.722222	0.002296	0.000547	0.000000	0.115741			
0.777778	0.002296	0.000589	0.000000	0.115741			
0.833333	0.002296	0.000631	0.000000	0.115741			
0.888889	0.002296	0.000673	0.000000	0.115741			
0.944444	0.002296	0.000715	0.000000	0.115741			
1.000000	0.002296	0.000758	0.000000	0.115741			
1.055556	0.002296	0.000800	0.000000	0.115741			
1.111111	0.002296	0.000842	0.000000	0.115741			
1.166667	0.002296	0.000884	0.000000	0.115741			
1.222222	0.002296	0.000926	0.000000	0.115741			
1.277778	0.002296	0.000968	0.000000	0.115741			
1.333333	0.002296	0.001010	0.000000	0.115741			
1.388889	0.002296	0.001052	0.000000	0.115741			
1.444444	0.002296	0.001094	0.000000	0.115741			
1.500000	0.002296	0.001136	0.000000	0.115741			
1.555556	0.002296	0.001178	0.000000	0.115741			
1.611111	0.002296	0.001221	0.000000	0.115741			
1.666667	0.002296	0.001263	0.000000	0.115741			
1.722222	0.002296	0.001305	0.000000	0.115741			
1.777778	0.002296	0.001347	0.000000	0.115741			
1.833333	0.002296	0.001389	0.000000	0.115741			
1.888889	0.002296	0.001431	0.000000	0.115741			
1.944444	0.002296	0.001473	0.000000	0.115741			
2.000000	0.002296	0.001515	0.000000	0.115741			
2.055556	0.002296	0.001557	0.000000	0.115741			
2.111111	0.002296	0.001599	0.000000	0.115741			
2.166667	0.002296	0.001641	0.000000	0.115741			
2.222222	0.002296	0.001684	0.000000	0.115741			
2.277778	0.002296	0.001726	0.000000	0.115741			
2.333333	0.002296	0.001768	0.000000	0.115741			
2.388889	0.002296	0.001810	0.000000	0.115741			
2.444444	0.002296	0.001852	0.000000	0.115741			
2.500000	0.002296	0.001894	0.000000	0.115741			
2.555556	0.002296	0.001936	0.000000	0.115741			
2.611111	0.002296	0.001978	0.000000	0.115741			
2.666667	0.002296	0.002020	0.000000	0.115741			
2.722222	0.002296	0.002062	0.000000	0.115741			
2.777778	0.002296	0.002104	0.000000	0.115741			
2.833333	0.002296	0.002146	0.000000	0.115741			

2.888889	0.002296	0.002189	0.000000	0.115741
2.944444	0.002296	0.002231	0.000000	0.115741
3.000000	0.002296	0.002273	0.000000	0.115741
3.055556	0.002296	0.002315	0.000000	0.115741
3.111111	0.002296	0.002357	0.000000	0.115741
3.166667	0.002296	0.002399	0.000000	0.115741
3.222222	0.002296	0.002441	0.000000	0.115741
3.277778	0.002296	0.002483	0.000000	0.115741
3.333333	0.002296	0.002525	0.000000	0.115741
3.388889	0.002296	0.002567	0.000000	0.115741
3.444444	0.002296	0.002609	0.000000	0.115741
3.500000	0.002296	0.002652	0.000000	0.115741
3.555556	0.002296	0.002694	0.000000	0.115741
3.611111	0.002296	0.002736	0.000000	0.115741
3.666667	0.002296	0.002778	0.000000	0.115741
3.722222	0.002296	0.002820	0.000000	0.115741
3.777778	0.002296	0.002862	0.000000	0.115741
3.833333	0.002296	0.002904	0.000000	0.115741
3.888889	0.002296	0.002946	0.000000	0.115741
3.944444	0.002296	0.002988	0.000000	0.115741
4.000000	0.002296	0.003030	0.000000	0.115741
4.055556	0.002296	0.003072	0.000000	0.115741
4.111111	0.002296	0.003114	0.000000	0.115741
4.166667	0.002296	0.003157	0.000000	0.115741
4.222222	0.002296	0.003199	0.000000	0.115741
4.277778	0.002296	0.003241	0.000000	0.115741
4.333333	0.002296	0.003283	0.000000	0.115741
4.388889	0.002296	0.003325	0.000000	0.115741
4.444444	0.002296	0.003367	0.000000	0.115741
4.500000	0.002296	0.003409	0.000000	0.115741
4.555556	0.002296	0.003451	0.000000	0.115741
4.611111	0.002296	0.003493	0.000000	0.115741
4.666667	0.002296	0.003535	0.000000	0.115741
4.722222	0.002296	0.003577	0.000000	0.115741
4.777778	0.002296	0.003620	0.040914	0.115741
4.833333	0.002296	0.003662	0.211431	0.115741
4.888889	0.002296	0.003704	0.445932	0.115741
4.944444	0.002296	0.003746	0.706863	0.115741
5.000000	0.002296	0.003788	0.957039	0.115741
5.055556	0.002296	0.003915	1.162979	0.115741

END FTABLE 11

FTABLE 12

92	5						
Depth	Area	Volume	Outflow1	Outflow2	Velocity	Travel Time***	
(ft)	(acres)	(acre-ft)	(cfs)	(cfs)	(ft/sec)	(Minutes)***	
0.000000	0.002870	0.000000	0.000000	0.000000			
0.055556	0.002870	0.000053	0.000000	0.144676			
0.111111	0.002870	0.000105	0.000000	0.144676			
0.166667	0.002870	0.000158	0.000000	0.144676			
0.222222	0.002870	0.000210	0.000000	0.144676			
0.277778	0.002870	0.000263	0.000000	0.144676			
0.333333	0.002870	0.000316	0.000000	0.144676			
0.388889	0.002870	0.000368	0.000000	0.144676			
0.444444	0.002870	0.000421	0.000000	0.144676			
0.500000	0.002870	0.000473	0.000000	0.144676			
0.555556	0.002870	0.000526	0.000000	0.144676			
0.611111	0.002870	0.000579	0.000000	0.144676			
0.666667	0.002870	0.000631	0.000000	0.144676			
0.722222	0.002870	0.000684	0.000000	0.144676			
0.777778	0.002870	0.000737	0.000000	0.144676			
0.833333	0.002870	0.000789	0.000000	0.144676			
0.888889	0.002870	0.000842	0.000000	0.144676			
0.944444	0.002870	0.000894	0.000000	0.144676			
1.000000	0.002870	0.000947	0.000000	0.144676			
1.055556	0.002870	0.001000	0.000000	0.144676			
1.111111	0.002870	0.001052	0.000000	0.144676			
1.166667	0.002870	0.001105	0.000000	0.144676			
1.222222	0.002870	0.001157	0.000000	0.144676			
1.277778	0.002870	0.001210	0.000000	0.144676			
1.333333	0.002870	0.001263	0.000000	0.144676			

1.388889	0.002870	0.001315	0.000000	0.144676
1.444444	0.002870	0.001368	0.000000	0.144676
1.500000	0.002870	0.001420	0.000000	0.144676
1.555556	0.002870	0.001473	0.000000	0.144676
1.611111	0.002870	0.001526	0.000000	0.144676
1.666667	0.002870	0.001578	0.000000	0.144676
1.722222	0.002870	0.001631	0.000000	0.144676
1.777778	0.002870	0.001684	0.000000	0.144676
1.833333	0.002870	0.001736	0.000000	0.144676
1.888889	0.002870	0.001789	0.000000	0.144676
1.944444	0.002870	0.001841	0.000000	0.144676
2.000000	0.002870	0.001894	0.000000	0.144676
2.055556	0.002870	0.001947	0.000000	0.144676
2.111111	0.002870	0.001999	0.000000	0.144676
2.166667	0.002870	0.002052	0.000000	0.144676
2.222222	0.002870	0.002104	0.000000	0.144676
2.277778	0.002870	0.002157	0.000000	0.144676
2.333333	0.002870	0.002210	0.000000	0.144676
2.388889	0.002870	0.002262	0.000000	0.144676
2.444444	0.002870	0.002315	0.000000	0.144676
2.500000	0.002870	0.002367	0.000000	0.144676
2.555556	0.002870	0.002420	0.000000	0.144676
2.611111	0.002870	0.002473	0.000000	0.144676
2.666667	0.002870	0.002525	0.000000	0.144676
2.722222	0.002870	0.002578	0.000000	0.144676
2.777778	0.002870	0.002630	0.000000	0.144676
2.833333	0.002870	0.002683	0.000000	0.144676
2.888889	0.002870	0.002736	0.000000	0.144676
2.944444	0.002870	0.002788	0.000000	0.144676
3.000000	0.002870	0.002841	0.000000	0.144676
3.055556	0.002870	0.002894	0.000000	0.144676
3.111111	0.002870	0.002946	0.000000	0.144676
3.166667	0.002870	0.002999	0.000000	0.144676
3.222222	0.002870	0.003051	0.000000	0.144676
3.277778	0.002870	0.003104	0.000000	0.144676
3.333333	0.002870	0.003157	0.000000	0.144676
3.388889	0.002870	0.003209	0.000000	0.144676
3.444444	0.002870	0.003262	0.000000	0.144676
3.500000	0.002870	0.003314	0.000000	0.144676
3.555556	0.002870	0.003367	0.000000	0.144676
3.611111	0.002870	0.003420	0.000000	0.144676
3.666667	0.002870	0.003472	0.000000	0.144676
3.722222	0.002870	0.003525	0.000000	0.144676
3.777778	0.002870	0.003577	0.000000	0.144676
3.833333	0.002870	0.003630	0.000000	0.144676
3.888889	0.002870	0.003683	0.000000	0.144676
3.944444	0.002870	0.003735	0.000000	0.144676
4.000000	0.002870	0.003788	0.000000	0.144676
4.055556	0.002870	0.003840	0.000000	0.144676
4.111111	0.002870	0.003893	0.000000	0.144676
4.166667	0.002870	0.003946	0.000000	0.144676
4.222222	0.002870	0.003998	0.000000	0.144676
4.277778	0.002870	0.004051	0.000000	0.144676
4.333333	0.002870	0.004104	0.000000	0.144676
4.388889	0.002870	0.004156	0.000000	0.144676
4.444444	0.002870	0.004209	0.000000	0.144676
4.500000	0.002870	0.004261	0.000000	0.144676
4.555556	0.002870	0.004314	0.000000	0.144676
4.611111	0.002870	0.004367	0.000000	0.144676
4.666667	0.002870	0.004419	0.000000	0.144676
4.722222	0.002870	0.004472	0.000000	0.144676
4.777778	0.002870	0.004524	0.040914	0.144676
4.833333	0.002870	0.004577	0.211431	0.144676
4.888889	0.002870	0.004630	0.445932	0.144676
4.944444	0.002870	0.004682	0.706863	0.144676
5.000000	0.002870	0.004735	0.957039	0.144676
5.055556	0.002870	0.004894	1.162979	0.144676

END FTABLE 12

FTABLE 13

92 5

Depth (ft)	Area (acres)	Volume (acre-ft)	Outflow1 (cfs)	Outflow2 (cfs)	Velocity (ft/sec)	Travel Time*** (Minutes)***
0.000000	0.010331	0.000000	0.000000	0.000000		
0.055556	0.010331	0.000189	0.000000	0.520833		
0.111111	0.010331	0.000379	0.000000	0.520833		
0.166667	0.010331	0.000568	0.000000	0.520833		
0.222222	0.010331	0.000758	0.000000	0.520833		
0.277778	0.010331	0.000947	0.000000	0.520833		
0.333333	0.010331	0.001136	0.000000	0.520833		
0.388889	0.010331	0.001326	0.000000	0.520833		
0.444444	0.010331	0.001515	0.000000	0.520833		
0.500000	0.010331	0.001705	0.000000	0.520833		
0.555556	0.010331	0.001894	0.000000	0.520833		
0.611111	0.010331	0.002083	0.000000	0.520833		
0.666667	0.010331	0.002273	0.000000	0.520833		
0.722222	0.010331	0.002462	0.000000	0.520833		
0.777778	0.010331	0.002652	0.000000	0.520833		
0.833333	0.010331	0.002841	0.000000	0.520833		
0.888889	0.010331	0.003030	0.000000	0.520833		
0.944444	0.010331	0.003220	0.000000	0.520833		
1.000000	0.010331	0.003409	0.000000	0.520833		
1.055556	0.010331	0.003598	0.000000	0.520833		
1.111111	0.010331	0.003788	0.000000	0.520833		
1.166667	0.010331	0.003977	0.000000	0.520833		
1.222222	0.010331	0.004167	0.000000	0.520833		
1.277778	0.010331	0.004356	0.000000	0.520833		
1.333333	0.010331	0.004545	0.000000	0.520833		
1.388889	0.010331	0.004735	0.000000	0.520833		
1.444444	0.010331	0.004924	0.000000	0.520833		
1.500000	0.010331	0.005114	0.000000	0.520833		
1.555556	0.010331	0.005303	0.000000	0.520833		
1.611111	0.010331	0.005492	0.000000	0.520833		
1.666667	0.010331	0.005682	0.000000	0.520833		
1.722222	0.010331	0.005871	0.000000	0.520833		
1.777778	0.010331	0.006061	0.000000	0.520833		
1.833333	0.010331	0.006250	0.000000	0.520833		
1.888889	0.010331	0.006439	0.000000	0.520833		
1.944444	0.010331	0.006629	0.000000	0.520833		
2.000000	0.010331	0.006818	0.000000	0.520833		
2.055556	0.010331	0.007008	0.000000	0.520833		
2.111111	0.010331	0.007197	0.000000	0.520833		
2.166667	0.010331	0.007386	0.000000	0.520833		
2.222222	0.010331	0.007576	0.000000	0.520833		
2.277778	0.010331	0.007765	0.000000	0.520833		
2.333333	0.010331	0.007955	0.000000	0.520833		
2.388889	0.010331	0.008144	0.000000	0.520833		
2.444444	0.010331	0.008333	0.000000	0.520833		
2.500000	0.010331	0.008523	0.000000	0.520833		
2.555556	0.010331	0.008712	0.000000	0.520833		
2.611111	0.010331	0.008902	0.000000	0.520833		
2.666667	0.010331	0.009091	0.000000	0.520833		
2.722222	0.010331	0.009280	0.000000	0.520833		
2.777778	0.010331	0.009470	0.000000	0.520833		
2.833333	0.010331	0.009659	0.000000	0.520833		
2.888889	0.010331	0.009848	0.000000	0.520833		
2.944444	0.010331	0.010038	0.000000	0.520833		
3.000000	0.010331	0.010227	0.000000	0.520833		
3.055556	0.010331	0.010417	0.000000	0.520833		
3.111111	0.010331	0.010606	0.000000	0.520833		
3.166667	0.010331	0.010795	0.000000	0.520833		
3.222222	0.010331	0.010985	0.000000	0.520833		
3.277778	0.010331	0.011174	0.000000	0.520833		
3.333333	0.010331	0.011364	0.000000	0.520833		
3.388889	0.010331	0.011553	0.000000	0.520833		
3.444444	0.010331	0.011742	0.000000	0.520833		
3.500000	0.010331	0.011932	0.000000	0.520833		
3.555556	0.010331	0.012121	0.000000	0.520833		
3.611111	0.010331	0.012311	0.000000	0.520833		
3.666667	0.010331	0.012500	0.000000	0.520833		
3.722222	0.010331	0.012689	0.000000	0.520833		

3.777778	0.010331	0.012879	0.000000	0.520833
3.833333	0.010331	0.013068	0.000000	0.520833
3.888889	0.010331	0.013258	0.000000	0.520833
3.944444	0.010331	0.013447	0.000000	0.520833
4.000000	0.010331	0.013636	0.000000	0.520833
4.055556	0.010331	0.013826	0.000000	0.520833
4.111111	0.010331	0.014015	0.000000	0.520833
4.166667	0.010331	0.014205	0.000000	0.520833
4.222222	0.010331	0.014394	0.000000	0.520833
4.277778	0.010331	0.014583	0.000000	0.520833
4.333333	0.010331	0.014773	0.000000	0.520833
4.388889	0.010331	0.014962	0.000000	0.520833
4.444444	0.010331	0.015152	0.000000	0.520833
4.500000	0.010331	0.015341	0.000000	0.520833
4.555556	0.010331	0.015530	0.000000	0.520833
4.611111	0.010331	0.015720	0.000000	0.520833
4.666667	0.010331	0.015909	0.000000	0.520833
4.722222	0.010331	0.016098	0.000000	0.520833
4.777778	0.010331	0.016288	0.040914	0.520833
4.833333	0.010331	0.016477	0.211431	0.520833
4.888889	0.010331	0.016667	0.445932	0.520833
4.944444	0.010331	0.016856	0.706863	0.520833
5.000000	0.010331	0.017045	0.957039	0.520833
5.055556	0.010331	0.017619	1.162979	0.520833

END FTABLE 13

FTABLE 14

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Depth (ft)	Area (acres)	Volume (acre-ft)	Outflow1 (cfs)	Outflow2 (cfs)	Velocity (ft/sec)	Travel Time*** (Minutes)***
0.000000	0.001722	0.000000	0.000000	0.000000		
0.055556	0.001722	0.000032	0.000000	0.086806		
0.111111	0.001722	0.000063	0.000000	0.086806		
0.166667	0.001722	0.000095	0.000000	0.086806		
0.222222	0.001722	0.000126	0.000000	0.086806		
0.277778	0.001722	0.000158	0.000000	0.086806		
0.333333	0.001722	0.000189	0.000000	0.086806		
0.388889	0.001722	0.000221	0.000000	0.086806		
0.444444	0.001722	0.000253	0.000000	0.086806		
0.500000	0.001722	0.000284	0.000000	0.086806		
0.555556	0.001722	0.000316	0.000000	0.086806		
0.611111	0.001722	0.000347	0.000000	0.086806		
0.666667	0.001722	0.000379	0.000000	0.086806		
0.722222	0.001722	0.000410	0.000000	0.086806		
0.777778	0.001722	0.000442	0.000000	0.086806		
0.833333	0.001722	0.000473	0.000000	0.086806		
0.888889	0.001722	0.000505	0.000000	0.086806		
0.944444	0.001722	0.000537	0.000000	0.086806		
1.000000	0.001722	0.000568	0.000000	0.086806		
1.055556	0.001722	0.000600	0.000000	0.086806		
1.111111	0.001722	0.000631	0.000000	0.086806		
1.166667	0.001722	0.000663	0.000000	0.086806		
1.222222	0.001722	0.000694	0.000000	0.086806		
1.277778	0.001722	0.000726	0.000000	0.086806		
1.333333	0.001722	0.000758	0.000000	0.086806		
1.388889	0.001722	0.000789	0.000000	0.086806		
1.444444	0.001722	0.000821	0.000000	0.086806		
1.500000	0.001722	0.000852	0.000000	0.086806		
1.555556	0.001722	0.000884	0.000000	0.086806		
1.611111	0.001722	0.000915	0.000000	0.086806		
1.666667	0.001722	0.000947	0.000000	0.086806		
1.722222	0.001722	0.000979	0.000000	0.086806		
1.777778	0.001722	0.001010	0.000000	0.086806		
1.833333	0.001722	0.001042	0.000000	0.086806		
1.888889	0.001722	0.001073	0.000000	0.086806		
1.944444	0.001722	0.001105	0.000000	0.086806		
2.000000	0.001722	0.001136	0.000000	0.086806		
2.055556	0.001722	0.001168	0.000000	0.086806		
2.111111	0.001722	0.001199	0.000000	0.086806		
2.166667	0.001722	0.001231	0.000000	0.086806		
2.222222	0.001722	0.001263	0.000000	0.086806		

2.277778	0.001722	0.001294	0.000000	0.086806
2.333333	0.001722	0.001326	0.000000	0.086806
2.388889	0.001722	0.001357	0.000000	0.086806
2.444444	0.001722	0.001389	0.000000	0.086806
2.500000	0.001722	0.001420	0.000000	0.086806
2.555556	0.001722	0.001452	0.000000	0.086806
2.611111	0.001722	0.001484	0.000000	0.086806
2.666667	0.001722	0.001515	0.000000	0.086806
2.722222	0.001722	0.001547	0.000000	0.086806
2.777778	0.001722	0.001578	0.000000	0.086806
2.833333	0.001722	0.001610	0.000000	0.086806
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2.944444	0.001722	0.001673	0.000000	0.086806
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3.055556	0.001722	0.001736	0.000000	0.086806
3.111111	0.001722	0.001768	0.000000	0.086806
3.166667	0.001722	0.001799	0.000000	0.086806
3.222222	0.001722	0.001831	0.000000	0.086806
3.277778	0.001722	0.001862	0.000000	0.086806
3.333333	0.001722	0.001894	0.000000	0.086806
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3.444444	0.001722	0.001957	0.000000	0.086806
3.500000	0.001722	0.001989	0.000000	0.086806
3.555556	0.001722	0.002020	0.000000	0.086806
3.611111	0.001722	0.002052	0.000000	0.086806
3.666667	0.001722	0.002083	0.000000	0.086806
3.722222	0.001722	0.002115	0.000000	0.086806
3.777778	0.001722	0.002146	0.000000	0.086806
3.833333	0.001722	0.002178	0.000000	0.086806
3.888889	0.001722	0.002210	0.000000	0.086806
3.944444	0.001722	0.002241	0.000000	0.086806
4.000000	0.001722	0.002273	0.000000	0.086806
4.055556	0.001722	0.002304	0.000000	0.086806
4.111111	0.001722	0.002336	0.000000	0.086806
4.166667	0.001722	0.002367	0.000000	0.086806
4.222222	0.001722	0.002399	0.000000	0.086806
4.277778	0.001722	0.002431	0.000000	0.086806
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4.388889	0.001722	0.002494	0.000000	0.086806
4.444444	0.001722	0.002525	0.000000	0.086806
4.500000	0.001722	0.002557	0.000000	0.086806
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4.611111	0.001722	0.002620	0.000000	0.086806
4.666667	0.001722	0.002652	0.000000	0.086806
4.722222	0.001722	0.002683	0.000000	0.086806
4.777778	0.001722	0.002715	0.040914	0.086806
4.833333	0.001722	0.002746	0.211431	0.086806
4.888889	0.001722	0.002778	0.445932	0.086806
4.944444	0.001722	0.002809	0.706863	0.086806
5.000000	0.001722	0.002841	0.957039	0.086806
5.055556	0.001722	0.002937	1.162979	0.086806

END FTABLE 14

FTABLE 15

92	5						
Depth	Area	Volume	Outflow1	Outflow2	Velocity	Travel Time***	
(ft)	(acres)	(acre-ft)	(cfs)	(cfs)	(ft/sec)	(Minutes)***	
0.000000	0.000643	0.000000	0.000000	0.000000			
0.033333	0.000643	0.000007	0.000000	0.032407			
0.066667	0.000643	0.000014	0.000000	0.032407			
0.100000	0.000643	0.000021	0.000000	0.032407			
0.133333	0.000643	0.000028	0.000000	0.032407			
0.166667	0.000643	0.000035	0.000000	0.032407			
0.200000	0.000643	0.000042	0.000000	0.032407			
0.233333	0.000643	0.000049	0.000000	0.032407			
0.266667	0.000643	0.000057	0.000000	0.032407			
0.300000	0.000643	0.000064	0.000000	0.032407			
0.333333	0.000643	0.000071	0.000000	0.032407			
0.366667	0.000643	0.000078	0.000000	0.032407			
0.400000	0.000643	0.000085	0.000000	0.032407			
0.433333	0.000643	0.000092	0.000000	0.032407			

0.466667	0.000643	0.000099	0.000000	0.032407
0.500000	0.000643	0.000106	0.000000	0.032407
0.533333	0.000643	0.000113	0.000000	0.032407
0.566667	0.000643	0.000120	0.000000	0.032407
0.600000	0.000643	0.000127	0.000000	0.032407
0.633333	0.000643	0.000134	0.000000	0.032407
0.666667	0.000643	0.000141	0.000000	0.032407
0.700000	0.000643	0.000148	0.000000	0.032407
0.733333	0.000643	0.000156	0.000000	0.032407
0.766667	0.000643	0.000163	0.000000	0.032407
0.800000	0.000643	0.000170	0.000000	0.032407
0.833333	0.000643	0.000177	0.000000	0.032407
0.866667	0.000643	0.000184	0.000000	0.032407
0.900000	0.000643	0.000191	0.000000	0.032407
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0.966667	0.000643	0.000205	0.000000	0.032407
1.000000	0.000643	0.000212	0.000000	0.032407
1.033333	0.000643	0.000219	0.000000	0.032407
1.066667	0.000643	0.000226	0.000000	0.032407
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1.133333	0.000643	0.000240	0.000000	0.032407
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1.200000	0.000643	0.000255	0.000000	0.032407
1.233333	0.000643	0.000262	0.000000	0.032407
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2.766667	0.000643	0.000587	0.000000	0.032407

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END FTABLE 15

END FTABLES

EXT SOURCES

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WDM	2	PREC	ENGL	1		IMPLND	1 999 EXTNL
WDM	1	EVAP	ENGL	0.8		PERLND	1 999 EXTNL
WDM	1	EVAP	ENGL	0.8		IMPLND	1 999 EXTNL

END EXT SOURCES

EXT TARGETS

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RCHRES	1	HYDR	RO	1 1	1	WDM	1000	FLOW	ENGL	REPL	
RCHRES	1	HYDR	O	1 1	1	WDM	1001	FLOW	ENGL	REPL	
RCHRES	1	HYDR	O	2 1	1	WDM	1002	FLOW	ENGL	REPL	
RCHRES	1	HYDR	STAGE	1 1	1	WDM	1003	STAG	ENGL	REPL	
COPY	1	OUTPUT	MEAN	1 1	48.4	WDM	701	FLOW	ENGL	REPL	
COPY	501	OUTPUT	MEAN	1 1	48.4	WDM	801	FLOW	ENGL	REPL	
RCHRES	2	HYDR	RO	1 1	1	WDM	1004	FLOW	ENGL	REPL	
RCHRES	2	HYDR	O	1 1	1	WDM	1005	FLOW	ENGL	REPL	
RCHRES	2	HYDR	O	2 1	1	WDM	1006	FLOW	ENGL	REPL	
RCHRES	2	HYDR	STAGE	1 1	1	WDM	1007	STAG	ENGL	REPL	
RCHRES	3	HYDR	RO	1 1	1	WDM	1008	FLOW	ENGL	REPL	
RCHRES	3	HYDR	O	1 1	1	WDM	1009	FLOW	ENGL	REPL	
RCHRES	3	HYDR	O	2 1	1	WDM	1010	FLOW	ENGL	REPL	
RCHRES	3	HYDR	STAGE	1 1	1	WDM	1011	STAG	ENGL	REPL	
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RCHRES	4	HYDR	O	1 1	1	WDM	1013	FLOW	ENGL	REPL	
RCHRES	4	HYDR	O	2 1	1	WDM	1014	FLOW	ENGL	REPL	
RCHRES	4	HYDR	STAGE	1 1	1	WDM	1015	STAG	ENGL	REPL	
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RCHRES	14	HYDR	O	1	1	1	WDM	1053	FLOW	ENGL	REPL
RCHRES	14	HYDR	O	2	1	1	WDM	1054	FLOW	ENGL	REPL
RCHRES	14	HYDR	STAGE	1	1	1	WDM	1055	STAG	ENGL	REPL
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RCHRES	15	HYDR	O	1	1	1	WDM	1057	FLOW	ENGL	REPL
RCHRES	15	HYDR	O	2	1	1	WDM	1058	FLOW	ENGL	REPL
RCHRES	15	HYDR	STAGE	1	1	1	WDM	1059	STAG	ENGL	REPL

END EXT TARGETS

MASS-LINK

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END MASS-LINK		2				
MASS-LINK		3				
PERLND	PWATER	IFWO	0.083333	RCHRES	INFLOW	IVOL
END MASS-LINK		3				
MASS-LINK		5				
IMPLND	IWATER	SURO	0.083333	RCHRES	INFLOW	IVOL
END MASS-LINK		5				
MASS-LINK		12				
PERLND	PWATER	SURO	0.083333	COPY	INPUT	MEAN
END MASS-LINK		12				
MASS-LINK		13				
PERLND	PWATER	IFWO	0.083333	COPY	INPUT	MEAN
END MASS-LINK		13				
MASS-LINK		15				
IMPLND	IWATER	SURO	0.083333	COPY	INPUT	MEAN
END MASS-LINK		15				
MASS-LINK		17				
RCHRES	OFLOW	OVOL	1	COPY	INPUT	MEAN
END MASS-LINK		17				

END MASS-LINK

END RUN

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Report of Geotechnical Engineering
Services

Jens Pointe
136th Avenue Apartments
Vancouver, Washington

Prepared for
MAJ Development Corporation

September 29, 2021
0203128-000

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Prepared by

Hart Crowser, a division of Haley and Aldrich



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1 Vicinity Map
2 Site Plan

APPENDIX A
Field Explorations

APPENDIX B
Laboratory Testing

Jens Pointe 136th Avenue Apartments Vancouver, Washington

1.0 INTRODUCTION

Hart Crowser, a division of Haley and Aldrich, (Hart Crowser), is pleased to present this report to MAJ Development Corporation (MAJ) summarizing the results of our recent geotechnical field explorations, testing, and engineering analyses completed for the proposed apartment complex project located in Vancouver, Washington. Our work was completed in general accordance with our geotechnical engineering services agreement dated July 19, 2021.

The irregularly shaped property is comprised of all or portions of five parcels (986036101, 986036102, 986036103, 986036104 and 986036105) totaling approximately 4.6 acres on the east side of NE 136th Avenue, just south of NE 4th Street. The subject parcel is currently undeveloped and is covered primarily with grass. The configuration of the development is still being planned, although conceptually it will include up to 5 three-story tall buildings, 2 two-story garage buildings (with overhead living space), and a one-story community center. A total of approximately 128 units will be constructed. Associated parking, landscaping, and common areas (including a pool at the community building) would be included in the development.

Based on our experience with similar developments, we anticipate that the buildings will be supported on shallow footings with structural loads between 3 and 5 kips/lineal foot for strip footings and up to 100 kips for column footings. Based on the level nature of the site, we anticipate that grading will be relatively minor with mass cuts and fills less than approximately 3 feet deep/thick. We anticipate that new paving will be constructed throughout the site, including asphalt drive aisles and parking stalls, and possibly concrete sidewalks and trash container pads. If feasible, stormwater will be disposed of on-site via infiltration systems.

This report contains the results of our analysis and provides recommendations for design and construction of the proposed development. The first section of this report provides an overview of the project information discussed in the text. The main body of the report presents our geotechnical engineering findings and recommendations in detail. Figures are presented at the end of the text. The location of the site is shown on Figure 1, and the existing site layout and topography with the proposed developments overlain is shown on Figure 2. Supporting information is provided in the appendices. Appendix A contains site subsurface exploration logs, and Appendix B contains the results of laboratory testing completed for our analysis.

2.0 SCOPE OF SERVICES

The purpose of our geotechnical work was to evaluate the subsurface soil and groundwater conditions to aid in design and construction of the proposed development. Our scope of work was outlined in our proposal dated July 19, 2021, which generally included the following tasks:

- Reviewed readily available geologic, groundwater, and soil survey maps that cover the site vicinity.
- Conducted a field exploration program that included the following:
 - Marking the proposed exploration locations in the field and notifying the "One Call" service for public utility locates and engaging the services of a private utility locator for identifying on-site utilities.
 - Excavating 12 test pits to depths of 10.0 to 15.5 feet bgs.
 - Maintaining logs of the soils encountered in the explorations and collecting soil samples from the explorations.
 - Conducting six *in situ* infiltration tests at depths ranging from approximately 3.0 to 9.0 feet bgs.
- Conducted a program of laboratory testing on select soil samples. The laboratory tests conducted include moisture content and grain size distribution.
- Conducted engineering analysis to develop geotechnical design recommendations for infiltration systems, foundations, earthwork, pavements, and seismic design criteria.
- Evaluated code-based seismic hazards, including ground shaking and ground shaking amplification.
- Prepared this report outlining our findings and recommendations, including information related to the following:
 - Subsurface soil and groundwater conditions
 - Seismic hazards
 - Site preparation and grading
 - Utility trench construction
 - Infiltration design parameters
 - Foundation design parameters
 - Pavement design
- Provided project management and support services, including coordinating staff and subcontractors and conducting telephone consultations and email communications with you and the design team.

3.0 SITE CONDITIONS

3.1 Geologic and Soil Mapping

The near surface geology of the site is mapped as the gravel facies of the cataclysmic Missoula Flood deposits (O'Conner et al. 2016). The gravel facies of the Missoula Flood deposits is described as

unconsolidated, gray, stratified, boulder to cobbly gravel and sand deposited in thick sheets. Based on our explorations, we encountered materials consistent with the gravel facies of the Missoula Flood deposits.

Clark County GIS mapping (<https://gis.clark.wa.gov/mapsonline/>) indicates that groundwater in the project vicinity is mapped as near to 210 feet (NGVD 29) or approximately 214 feet NAVD 88. Surface grades at the site are around 310 feet (NAVD 88); therefore, we expect groundwater at the site to be deep, around 90 to 100 feet bgs. No nearby water well logs that encountered groundwater were found during our search of the Department of Ecology database. Nearby well logs were generally resource monitoring wells which generally encountered silty sand/gravels, gravels and cobbles, and occasional silt/clay down to approximately 30 feet bgs. Long-term groundwater monitoring wells in the area show high groundwater elevations of approximately 214 feet (NAVD 88) (PGG 2018).

The near surface soils at the site are mapped by the U.S. Department of Agriculture (USDA) in the *Soil Survey of Clark County, Washington* (McGee 1972; USDA 2021) as mantled by Lauren gravelly loam. The Lauren soils are described as gravelly medial loam grading to very gravelly medial loam grading to very gravelly coarse sandy loam grading to very gravelly loamy coarse sand. The Lauren unit is generally somewhat excessively drained. The Lauren soils are classified as hydrologic Soil Group B with a saturated hydraulic conductivity (permeability) of approximately 0.6 to 2 inches per hour in the most restrictive layer.

3.2 Surface Conditions

The site is located at the southeast corner of NE 4th Street and NE 132nd Avenue. Multi-family residential properties abut the parcel to the east, a United States Postal Service facility is located across NE 4th Street to the north, and a gas station and convenience store are located across NE 4th Street and NE 136th Avenue to the northwest. Open, undeveloped land is adjacent to the site to the south and across NE 136th Avenue to the west. The site is currently undeveloped and primarily covered in grass. Site grades are generally level with elevations ranging from approximately 313 feet (NAVD 88) along the central portion of the site to 309 feet (NAVD 88) at the southeast corner of the site.

3.3 Subsurface Conditions

3.3.1 General

Soil conditions interpreted from geologic maps and our explorations, in conjunction with soil properties inferred from field observations and laboratory tests, formed the basis for the conclusions and recommendations provided in this report.

We completed field explorations at the site by advancing twelve pit test excavations (designated TP-1 through TP-12) to depths of approximately 10.0 to 15.5 feet bgs. Six *in situ* soil infiltration tests were performed adjacent to test pits TP-4, TP-5, TP-6, and TP-7 at depths of approximately 3.0 to 9.0 feet bgs.

The locations of the explorations are shown on Figure 2. Appendix A describes our field exploration procedures and presents field data and logs. Appendix B describes our laboratory testing procedures and results.

Based on the results of our explorations and visual field and laboratory observations of the site soils, the site is generally blanketed by approximately 2 to 6 feet (average of 4 to 5 feet) of silty sand with gravel to silty gravel with sand. The upper silty sand and silty gravel soils are underlain by poorly graded gravel with silt and sand grading to poorly/well graded gravels with sand, containing minor to moderate amounts of cobbles and occasional small boulders and occasional lenses of poorly graded sand with gravel at depth. The transitional gravels with silt and sand occasional extended up to approximately 8 feet bgs; however, the average depth of transition to clean gravels generally occurred at approximately 5 feet. The clean gravel and sandy soils extended to the bottom of our explorations at a maximum depth of approximately 15.5 feet bgs.

Detailed descriptions of the soils encountered are provided below.

3.3.2 Soils

3.3.2.1 Shallow Silty Gravel/Silty Sand Soils

Our explorations encountered 2 to 6 inches of topsoil throughout the site. Below the surface topsoil, we encountered between 2 and 6 feet of silty sand with gravel to silty gravel with sand. The relative density/consistency of the material determined from visual observation and excavator action indicate the material is generally medium dense.

Moisture contents determined from laboratory testing varied between approximately 6 and 10 percent in this material. Fines content varied between approximately 16 and 24 percent.

3.3.2.2 Deep Gravel Soils

Below the silty surface soils, the materials encountered in our explorations either graded quickly to clean (less than approximately 5 percent fines) poorly to well graded gravels with sand or graded through a zone of poorly graded gravel with silt and sand before encountering the cleaner materials. Clean gravels were occasionally encountered as shallow as approximately 2.5 feet bgs and conversely, poorly graded gravel with silt and sand occasionally extended as deep as approximately 8 feet bgs. However, the average depth to clean gravels generally occurred around 5 feet bgs across the site. Occasional zones of poorly graded sand with gravel were encountered at depth. The relative density/consistency of the material determined from visual observation and excavator action indicate the material is generally medium dense to dense.

Moisture contents determined from laboratory testing in the gravel soils ranged from approximately 5 to 9 percent. Fines content determined for one sample from the gravel with silt and sand was approximately 9 percent. Fines contents for the cleaner gravels ranged from approximately 2 to 5 percent. Grain size distribution analyses indicate that clean gravels ranged from poorly to well graded and contained up to approximately 10 percent cobbles. Occasional boulders up to approximately 19 inches in diameter were also noted in the field.

3.3.3 Groundwater

Groundwater was not encountered during our explorations to a depth of 15.5 feet bgs. Based on our review of available groundwater data sources, we anticipate the groundwater at the site to be deep, approximately 90 to 100 feet bgs.

3.3.4 Infiltration Testing

We performed four *in situ* infiltration tests at the project site. The tests were completed in shallow test holes advanced adjacent to the primary test pits. The infiltration tests were performed in general conformance with the methods prescribed in the City of Vancouver *2017 General Requirements and Details for the Design and Construction of Surface Water Systems* (Vancouver 2017). The results of the field testing and fines content and soil type are provided in Table 1. The drawdown and hydraulic conductivity values presented in Table 1 are not to be used for design but are provided to show the direct results of the field measurements and the calculated hydraulic conductivity.

Table 1 – Infiltration Test Data

Infiltration Test No.	Test Pit No.	Approximate Test Depth (feet)	Field Drawdown Rate (inches/hour)	Calculated Hydraulic Conductivity (inches/hour)	Soil Type (USCS)	Fines Content (percent)
IT-1	TP-4	4	> 200	NA	GP	4
IT-2	TP-5	3	8.1	3.5	GP-GM	9
IT-3	TP-5	9	> 900	NA	GP	2
IT-4	TP-6	3	140	40	GW	5
IT-5	TP-6	6	> 400	NA	GW	4
IT-6	TP-7	5.5	> 900	NA	GW	5

Notes:

- Infiltration tests IT-1, IT-3, IT-5, and IT-6 are open pit tests, while IT-2 and IT-4 are single-ring falling head tests.
- For open pit tests, the hydraulic conductivity cannot be calculated directly. See *Section 6.4 – Infiltration Systems* for further discussion.
- NA = not applicable/not tested.

The hydraulic conductivity of the on-site soils is sensitive to both the overall fines content as well as the relative size (gradation) of the sand particles. Tests IT-1 and IT-3 were performed in poorly graded gravel (GP), while tests IT-4, IT-5, and IT-6 were performed in well graded gravel (GW). Test IT-2 was performed in poorly graded gravel with silt and sand (GP-GM).

Please refer to *Section 6.4 Infiltration Systems* for a discussion of our findings and recommendations regarding the design of infiltration systems.

3.4 Geologic and Seismic Hazards

3.4.1 Seismic Shaking

We evaluated potential seismic shaking at the site using data obtained from the online SEAOC/OSHPD (2021) *Seismic Design Map Tool* based on U.S. Geologic Survey (USGS) Seismic Design Maps. The expected peak bedrock acceleration having a 2 percent probability of exceedance in 50 years (2,475-year return period) is 0.37 g. This value represents the peak acceleration on bedrock beneath the site and does not account for ground motion amplification due to site-specific effects. The peak ground acceleration (PGA) is determined by applying a site class factor to the peak bedrock acceleration. The PGA accounting for site amplification is $PGA_M = 0.455$ g. Refer to *Section 3.4.2 Site Classification* for a discussion of ground motion amplification.

We obtained a deaggregation of the seismic sources contributing to the expected peak bedrock acceleration shown above from the National Seismic Hazard Mapping Project website (USGS 2021a). Seismic sources contributing to this potential ground shaking include the shallow crustal faults of the Portland Hills fault system and the Cascadia Subduction Zone (CSZ) megathrust and intraplate sources. The data indicated that the “modal source” for shaking at the site at all potential periods of interest (0.0 to 2.0) is a magnitude 9.0+ earthquake epicentered at the CSZ approximately 87 kilometers from the site. The modal source generally signifies the earthquake with the highest contribution to the site earthquake hazard, in this instance a rupture along the CSZ.

3.4.2 Site Classification

Thick sequences of unconsolidated, soft sediments typically amplify the shaking of long-period ground motions, such as those associated with subduction zone earthquakes; whereas, areas underlain by shallow soil profiles are not likely to amplify seismic waves.

The “Site Class” is a designation used by the 2018 International Building Code (IBC) to quantify ground motion amplification. The classification is based on the stiffness in the upper 100 feet of soil and bedrock materials at a site. The Washington State Department of Natural Resources (WSDNR) *Geologic Information Portal* (WSDNR 2021) maps the portion of the site to be developed as Site Class D. Based on our analysis and experience with similar soils as those found in the proposed development area, we recommend the use of a Site Class D.

3.4.3 Liquefaction

Liquefaction is a phenomenon caused by a rapid increase in pore water pressure that reduces the effective stress between soil particles, resulting in the sudden loss of shear strength in the soil. Granular soils, which rely on interparticle friction for strength, are susceptible to liquefaction until the excess pore pressures can dissipate. Sand boils and flows observed at the ground surface after an earthquake are the result of excess pore pressures dissipating upwards, carrying soil particles with the draining water. In general, loose, saturated sand soils with low silt and clay contents are the most susceptible to liquefaction. Silty soils with low plasticity are moderately susceptible to liquefaction or cyclic softening under relatively higher levels of ground shaking. For any soil type, the soil must be saturated for liquefaction to occur.

WSDNR (2020) maps the portion of the site to be developed as having a low to moderate liquefaction potential. Based on the relatively deep depth to groundwater and the relatively dense and gravelly nature of the site soils found in the proposed development area, we consider the liquefaction potential of the site to be low.

3.4.4 Surface Fault Rupture

The nearest mapped active fault is the middle to late Quaternary Lacamas Lake Fault, located approximately 3.6 miles from the site (USGS 2021b). Therefore, we consider the risk of surface fault rupture at the site to be low unless it were to occur on an unknown or unmapped fault.

3.4.5 Earthquake-Induced Landsliding/Lateral Spreading

Based on the gentle slope gradients at the site and surrounding areas, and dense nature of the site soils, it is our opinion the potential for earthquake-induced landsliding and lateral spreading is very low.

4.0 CONCLUSIONS

Based on our explorations, testing, and analyses, it is our opinion that the site is suitable for the proposed use, provided the recommendations in this report are included in design and construction. We offer the following general summary of our conclusions.

- The site is generally blanketed by an approximately 5-foot thick zone of medium dense silty sand to silty gravel as well as some gradational poorly graded gravel with silt and sand. The underlying soils generally consist of medium dense to dense, poorly to well graded gravel with sand and few cobbles and occasional poorly graded sand with gravel to a depth of at least 15.5 feet bgs.
- Cobbles may be encountered in the upper 5 feet. Both cobbles and possibly boulders are increasingly likely to be encountered below approximately 5 feet, which may make excavation of these materials more difficult.
- Groundwater beneath the site is deep, estimated at approximately 90 to 100 feet bgs.
- The site soils are suitable for support of structural improvements using conventional spread footing foundation systems.
- The site soils are generally permeable and suitable for infiltration of stormwater. Shallow systems founded less than approximately 5 feet bgs will have a variable low to moderate infiltration rate while deeper systems founded below approximately 5 feet bgs in the clean gravels can be designed for relatively high infiltration rates.

The following sections present our specific recommendations for structural and earthworks components of the project.

5.0 GEOTECHNICAL DESIGN RECOMMENDATIONS

5.1 Foundation Support Recommendations

5.1.1 General

The proposed buildings and other structures (e.g., trash enclosures, carports) may be supported by conventional spread footings that bear on native soils or new fill. If undocumented fill or organic soils are encountered below foundations or slabs, then such materials should be removed and/or recompacted.

New fill should be placed and compacted to a dense condition per *Section 8.0 Earthwork Recommendations* of this report.

The following recommendations are based on the assumption that maximum structural loads will be up to 100 kips for column footings and 5 kips per linear foot for continuous wall footings. If structural loads are greater, then we should be contacted to verify that our recommendations are appropriate.

5.1.2 Dimensions and Design Criteria

Spread footings may be designed using an allowable bearing pressure of 4,000 pounds per square foot (psf). Continuous strip footings should have a minimum width of 1.25 feet, while isolated footings should have a minimum dimension of 2.0 feet. The bottom of perimeter footings should extend at least 16 inches below the adjacent exterior grade.

The bearing value provided above represents a net bearing pressure; the weight of the footings and overlying backfill can be ignored in calculating footing sizes. The recommended allowable bearing pressure applies to the total of dead plus long-term live loads and may be increased by one-third for short-term loads, such as wind or seismic forces.

5.1.3 Lateral Resistance

Lateral loads on footings can be resisted by passive earth pressures on the sides of footings and by friction on the bearing surface. We recommend that passive earth pressures be calculated using an equivalent fluid density of 325 pounds per cubic foot (pcf). We recommend using a friction coefficient of 0.45 for foundations placed on native soil or engineered fill or 0.50 for foundations on a minimum 6-inch-thick aggregate base subgrade. The passive earth pressure and friction components may be combined, provided the passive component does not exceed two-thirds of the total. The lateral resistance values do not include safety factors.

5.1.4 Settlement

We estimate that total post-construction settlements should be less than approximately 1 inch, with differential settlement of half that amount between adjacent columns or over a 50-foot span for strip footings.

5.1.5 Foundation Subgrade Preparation

Footings excavations should expose competent native soil or new engineered fill. If undocumented fill or organic materials are encountered, these materials should be removed and/or reworked (e.g., organics and debris removed and then recompacted). Refer to *Section 8.0 Earthwork Recommendations* of this report for guidelines related to the placement of structural fill at the site.

Prior to the placement of reinforcing steel in the footing excavations, all loose or disturbed soils should be removed. If water infiltrates and pools in the excavation, the water, along with any disturbed soil, should be removed before placing the reinforcing steel. If construction is undertaken during periods of rain, we recommend that imported granular material or a lean concrete mud mat be placed over the base of footing excavations, as water will tend to perch/pond within excavations. The granular material or lean concrete reduces subgrade disturbance from standing water and from foot traffic during forming and tying of reinforcing steel. Typically, 4 to 6 inches of granular material that is lightly compacted until well keyed provides sufficient protection from disturbance.

We recommend that Hart Crowser observe all foundation excavations before placement of aggregate or mud mat base to determine that bearing surfaces have been adequately prepared and that the soil conditions are consistent with those anticipated during design.

5.2 Floor Slabs

Satisfactory subgrade support for concrete slabs supporting up to 175 psf areal loading can be obtained from the new structural fill or native subgrade prepared in accordance with *Section 8.0 Earthwork Recommendations*.

A minimum 6-inch-thick layer of aggregate base should be placed over the prepared subgrade to assist as a capillary break. Aggregate base material placed directly below the slab should be 3/4- to 1-inch maximum size and have less than 5 percent fines. Flooring manufacturers often require vapor barriers to protect flooring and flooring adhesives. Many flooring manufacturers will warrant their product only if a vapor barrier is installed according to their recommendations. Selection and design of an appropriate vapor barrier, if needed, should be based on discussions among members of the design team.

Slabs should be reinforced according to their proposed use and per the structural engineer's recommendations. Load-bearing concrete slabs may be designed assuming a modulus of subgrade reaction, k , of 200 pounds per square inch per inch, provided the site is prepared as recommended in this report.

If floor slabs have finished floor elevations less than 2 feet above the seasonal high groundwater elevation, then a subslab drainage system should be installed beneath the slabs.

5.3 Seismic Design

We anticipate that seismic design will be in accordance with the 2018 IBC and ASCE 7-16 requirements. We obtained the seismic design parameters from the online SEAOC/OSHPD (2021) *Seismic Design Map Tool*

for Latitude 45.622 and Longitude -122.533 for the 2,475-year return period. The parameters provided in Table 2 are appropriate based on the assumption that ASCE 7-16 Chapter 11.4.7 Exceptions are applicable.

Table 2 – Seismic Design Parameters

Parameter	Value
Site Class	D
Spectral Response Acceleration, S_s	0.824 g
Spectral Response Acceleration, S_1	0.363 g
Site Coefficient, F_a	1.171
Site Coefficient, F_v	1.937 ^a
Spectral Response Acceleration (Short Period), S_{DS}	0.643 g
Spectral Response Acceleration (1-Second Period), S_{D1}	0.469 ^a
Highest Period of Peak Spectral Acceleration, $1.5T_s$ (s)	1.094 ^b
Maximum Considered Earthquake Peak Ground Acceleration, PGA	0.37 g
Site Coefficient, F_{PGA}	1.23
Site Modified PGA, PGA_M	0.455 g

Notes:

- Site Class D with S_1 greater than or equal to 0.2 shall have a site-specific ground motion hazard analysis shall be performed unless excepted per ASCE 7-16 Section 11.4.8. Values in the table include all relevant exceptions and assume that no base isolation will be included in design of the foundations. F_v provided for calculation of T_s only.
- Per exception 2 of ASCE 7-16, Section 11.4.8, provided the structure will not include base isolation, structures on Site Class D with S_1 greater than or equal to 0.2, the seismic response coefficient C_s is determined by Eq. (12.8-2) for values of $T \leq 1.5T_s$ and taken as equal to 1.5 times the value computed in accordance with either Eq. (12.8-3) for $T_L \geq T > 1.5T_s$ or Eq. (12.8-4) for $T > T_L$. The value shown includes the 1.5 multiplier for T_s .

6.0 DRAINAGE DESIGN RECOMMENDATIONS

6.1 Temporary Drainage

During mass grading at the site, the contractor should be made responsible for temporary drainage of surface water as necessary to prevent standing water and/or erosion at the working surface. During rough and finished grading of the building site, the contractor should keep all footing excavations and building pads free of water.

6.2 Surface Drainage

The finished ground surface around buildings should be sloped away from their foundations at a minimum 2 percent gradient for a distance of at least 5 feet. Downspouts or roof scuppers should discharge into a storm drain system that carries the collected water to an appropriate stormwater system. They should not be attached to footing or subslab drains. Trapped planter areas should not be created adjacent to buildings without providing means for positive drainage (i.e., swales or catch basins).

6.3 Subsurface Drainage

The groundwater table is found at depth, therefore subsurface drainage systems should not be required to protect against groundwater. However, the use of irrigation and improper maintenance of surface drainage gradients adjacent to buildings can often result in adverse conditions which direct irrigation or surface runoff towards buildings. Therefore, it would be prudent though not required, to install a perimeter footing drainage system around the proposed buildings. Alternatively, if a radon barrier system consisting of clean rock, membrane, and collection pipes is installed beneath slabs, then subdrainage can be incorporated into that system.

If used, the footing drainage system should consist of a filter fabric-wrapped, drain rock-filled trench that extends at least 12 inches below the lowest adjacent grade (i.e., crawlspace or slab subgrade elevation). A perforated pipe should be placed at the base to collect water that gathers in the drain rock. The drain rock and filter fabric should meet specifications outlined in *Section 8.5 - Structural Fill and Backfill*.

If a subslab radon collection system is installed beneath building slabs, they typically consist of a minimum 4- to 8-inch layers of clean drain rock beneath the entire slab. The drain rock is capped with a vapor barrier membrane and perforated vapor collection pipes are installed below the membrane. If intermediate drainage collection pipes are installed within the drain rock and are provided an outlet, then this system can double as a subslab drainage system.

The discharge for subsurface drainage systems should not be tied directly into the stormwater drainage system unless mechanisms are installed to prevent backflow. The use of sump pumps may be required.

6.4 Infiltration Systems

The results of on-site field infiltration testing are described in *Section 3.3.4 - Infiltration Testing*. The near-surface soils generally consist of silty sand with gravel, silty gravel with sand, or poorly graded gravel with silt and sand while deeper soils generally consisted of poorly to well graded gravel with sand.

Based on our review of our field and laboratory data, we recommend that **an average unfactored infiltration rate of 2.5 inches per hour be used for design of infiltration systems founded less than 5 feet bgs**. This is a conservative approach for shallow systems, as actual rates will likely be higher in most places. **An unfactored infiltration rate up to 10 inches per hour** could be used but use of this value will require confirmation testing during construction and may require some systems be over-excavated to reach cleaner materials. **For deeper infiltration systems founded below about 5 feet bgs, we recommend that an unfactored infiltration rate of 100 inches per hour be used.**

For both shallow and deep systems, a base correction factor of 2 shall be used, no additional soils correction factor is required.

7.0 PAVEMENT DESIGN AND CONSIDERATIONS

7.1 General

Site pavement is expected to consist of flexible asphaltic concrete (AC) and rigid Portland cement concrete (PCC). We estimate that traffic at the site will include up to approximately 1,000 passenger vehicle trips per day with weekly garbage trucks and occasional delivery trucks or fire engines. We used an approximately 25,000 equivalent single-axle loads (ESALs) for a 20-year pavement design life of drive aisles. If this or other assumptions in the following sections are inaccurate, please contact us to develop updated recommendations.

7.2 Pavement Sections

The pavement sections in Table 3 can be used for conventional (e.g. impermeable) pavements.

Table 3 – Pavement Sections

Pavement Type	Pavement (inches)	Aggregate Base (inches)
AC – anywhere	2.5	6.0
PCC – anywhere	5.0	4.0

The values provided in Table 3 are minimum recommended material thicknesses and assume the subgrade has been prepared in accordance with *Section 7.3.4 Soil Subgrade*.

We note that the “design aggregate base” thickness for pavement areas is intended to support post-construction design traffic loads and should not be used to support construction traffic when the subgrade soils are wet. If a base layer of asphalt will be placed during construction to protect the subgrade, then we recommend that overall pavement thickness be increased by at least 1 inch. The base lift should have a minimum thickness of 2 inches and the top lift 1.5 inches. Also, if staging areas or haul roads are proposed, the “design thickness” of the base rock should not be relied upon and additional thicknesses of base rock should be placed.

7.3 Pavement Materials

7.3.1 Flexible AC

Flexible AC should be 1/2-inch hot mix asphalt in conformance with the specifications provided in Washington State Department of Transportation (WSDOT) *Standard Specifications* (WSS) 5 04 – Hot Mix Asphalt and WSS 9 03.8 – Aggregates for Hot Mix Asphalt (WSDOT 2021). The asphalt cement binder should be PG 64-22 Performance Grade Asphalt Cement according to WSS 9-02.1(4) – Performance Graded Asphalt Binder. The AC should be placed with a minimum lift thickness of 1.5 inches and maximum thickness of 3 inches and be compacted to at least 91 percent of Rice Density of the mix, as determined in accordance with ASTM International (ASTM) D 2041.

7.3.2 Rigid PCC

Rigid PCC pavement should meet the specifications provided in WSS 5 05 – Cement Concrete Pavement. The PCC should have a minimum compressive strength of 4,000 pounds per square inch (psi) and nominal maximum aggregate size of 1.5 inches. The PCC should be constructed with a maximum joint spacing of 15 feet. The slabs should be interlocked at contraction joints (e.g., continuous slab with no dowels). However, dowels should be used at construction and expansion joints.

7.3.3 Aggregate Base

Imported granular material used as base aggregate (base rock) for conventional pavements should meet the criteria specified in *Section 8.5 Structural Fill and Backfill*. The base aggregate should be compacted to not less than 95 percent of the maximum dry density, as determined by ASTM D 1557.

outlined in Table 4 based on hydraulic storage requirements.

7.3.4 Soil Subgrade

The pavement design assumes the soil subgrade consists of well compacted subgrade that has been stripped of organics. The subgrade should be compacted to a firm and unyielding condition and evaluated per the recommendations of *Section 8.0 Earthwork Recommendations*. If pavement subgrade preparation occurs during wet weather/soil conditions, then the base aggregate should be increased in thickness by 12 inches.

The pavement design assumes the soil subgrade consists of native gravelly soils or new granular fill. The subgrade should be moisture conditioned and compacted per the recommendations of *Section 8.0 - Earthworks Recommendations*.

8.0 EARTHWORK RECOMMENDATIONS

8.1 General

Based on available information, we anticipate that earthwork will generally consist of light mass grading and excavation and backfilling for utilities and foundations. We recommend that earthwork activities be conducted in accordance with the WSS (WSDOT 2021).

8.2 Site Preparation

8.2.1 Clearing and Grading

Initial site preparation and earthwork operations will include stripping and grading to establish subgrade elevation for improvements. We estimate the depth of material to be stripped is between 2 and 6 inches (average 5 inches). Actual stripping depths should be based on field observations at the time of construction. Stripped material should be transported off-site for disposal or stockpiled for use in landscaped areas.

Any cavities resulting from removal of the unsuitable soils and/or previous establishments shall be cleared of debris and backfilled with structural fill.

8.2.2 Subgrade Preparation and Evaluation

Following stripping, site preparation, and rough grading, the suitability of the subgrade should be evaluated by proof rolling with a fully loaded dump truck or similar heavy rubber-tired construction equipment to identify any remaining soft, loose, or unsuitable areas. The proof roll should be conducted prior to placing new fill. Proof rolling should be observed by a representative of Hart Crowser who would evaluate the suitability of the subgrade and identify areas of yielding that are indicative of soft or loose soil. During wet weather or when the exposed subgrade is wet or unsuitable for proof rolling, the prepared subgrade should be evaluated by observing excavation activity and probing with a steel foundation probe. Observations and probing should be performed by Hart Crowser.

If soft or loose zones are identified during proof rolling or probing, these areas should be excavated to the extent indicated by Hart Crowser and replaced with structural fill.

If site preparation activities cause excessive subgrade disturbance, replacement with imported structural fill may be necessary. Disturbance to the subgrade should be expected if site preparation and earthwork are conducted during periods of excessive wet weather and/or when the moisture content of the surficial soil exceeds optimum.

8.3 Wet Soil/Wet Weather Construction

The near-surface site soils generally consist of medium dense, silty sand, silty gravel, and poorly graded gravel with silt and sand. These materials are slightly to moderately susceptible to becoming disturbed when they are wet or heavily trafficked. If not carefully executed, site preparation, utility trench work, and pavement construction can create extensive soft areas, and significant repair costs can result. Earthwork planning should include considerations for minimizing subgrade disturbance.

If earthwork is completed during rainy weather or during periods of high moisture content in the soil, the subgrade may be too wet to dry by conventional aeration. In that case, the subgrade may need to be stabilized by removal and replacement with granular fill.

One method for minimizing subgrade disturbance during construction is through the use of temporary haul roads and staging areas. Based on our experience, between 12 and 18 inches of imported granular material is generally required to construct staging areas and haul roads that will support typical construction traffic. However, the actual thickness will depend on the contractor's means and methods, and accordingly, should be the contractor's responsibility. Additionally, a geotextile fabric may be placed as a barrier between the subgrade and imported granular material in areas of repeated construction traffic to provide separation between the imported rock and native soils. The imported granular material and geotextile fabric should meet the specifications in *Section 8.5 Structural Fill and Backfill* of this report.

8.4 Excavation

8.4.1 General Excavations

Site soils are generally medium dense to dense within expected excavation depths. It is our opinion that conventional earthmoving equipment in proper working condition should be capable of making necessary general excavations for utilities, footings, and other earthwork. However, difficult excavation may be encountered where cobbles or occasional boulders are present at the site. The presence of these materials may cause trenches to cave or slough, resulting in greater than anticipated backfill quantities. The earthwork contractor should be responsible for providing equipment and following procedures as needed to excavate the site soils as described in this report.

Permanent slope excavations should have a maximum gradient of 2 horizontal to 1 vertical (2H:1V).

8.4.2 Temporary Excavation Stability

Due to the granular nature of the site soils, even shallow excavations will have a high susceptibility to sloughing, raveling, or caving. Open excavation techniques may be used for temporary excavations above the groundwater table. For planning purposes only, we expect that temporary cut slopes (but not trench excavations) may be excavated at an angle of 1H:1V or flatter. However, because of the variables involved, actual slope angles required for stability in temporary cut areas can only be estimated before construction. We recommend that stability of the temporary slopes used for construction be the responsibility of the contractor, since the contractor is in control of the construction operation and is continuously at the site to observe the nature and condition of the subsurface.

All temporary soil cuts associated with site excavations should be adequately sloped back to prevent sloughing and collapse, in accordance with Department of Occupational Safety and Health (DOSH) Chapter 296-155 Washington Administrative Code (WAC) Part N Excavation, Trenching and Shoring Occupational Safety and Health Administration (OSHA) guidelines.

The stability and safety of cut slopes depend on a number of factors, including:

- The type and density of the soil
- The presence and amount of any seepage
- Depth of cut
- Proximity and magnitude of the cut to any surcharge loads, such as stockpiled material, traffic loads, or structures
- Duration of the open excavation
- Care and methods used by the contractor

According to DOSH guidelines, we interpret the existing site soils as Type C.

It is the responsibility of the contractor to ensure that the excavation is properly sloped or braced for worker protection, in accordance with DOSH guidelines. To assist with this effort, for planning purposes only, we make the following recommendations regarding temporary excavation slopes.

- Protect the slope from erosion with plastic sheeting for the duration of the excavation to minimize surface erosion and raveling.
- Limit the maximum duration of open excavation to the shortest time period practicable.
- Place no surcharge loads (equipment, materials, etc.) within 10 feet of the top of any excavation or slope.

More restrictive requirements may apply depending on specific site conditions, which should be continuously assessed by the contractor.

If temporary sloping is not feasible due to site spatial constraints, excavations could be supported by internally braced shoring systems, such as a trench box, slide rail, or other temporary shoring. There are a variety of options available. We recommend that the contractor be responsible for selecting the type of shoring system to use. We note that trench boxes are a safety feature used to protect workers and do not prevent caving. If the excavations are left open for extended periods of time, then caving of the sidewalls may occur. The presence of caved material will limit the ability to properly backfill and compact the trenches. The voids between the trench boxes and the sidewalls of the trenches should be filled with sand or gravel before caving occurs.

8.4.3 Dewatering

No groundwater was observed during our explorations; however, they were completed during the dry season. Regional groundwater is not anticipated in cuts less than approximately 15 feet bgs, though seepage may be present during and after periods of rainfall as surface water infiltrates into the ground. The need for formal dewatering of excavations is unlikely, though control of surface runoff and localized surface ponding should be implemented.

8.5 Structural Fill and Backfill

Structural fill should be considered to include subgrade soils beneath buildings, foundations, slabs, and pavements and in other areas intended to support structures or within the influence zone of structures.

Fill should only be placed over a subgrade that has been prepared in conformance with the prior sections of this report. A variety of material may be used as structural fill at the site. However, all material used as structural fill should be free of organic matter or other unsuitable materials and should meet specifications provided in the WSS (WSDOT 2021). A brief characterization of some of the acceptable materials and our recommendations for their use as structural fill are provided below. All materials should be placed and compacted in lifts with maximum uncompacted thicknesses and relative densities as recommended in the tables that follow.

8.5.1 On-Site Soils

On-site, near-surface soils that might be used for fills generally consist of silty sand, silty gravel, and poorly graded gravel with silt and sand. These soils are moderately sensitive to moisture and may require moisture conditioning before they can be used. If properly moisture conditioned (i.e., dried) this material may be used as structural fill, provided that debris, organic materials, and particles over 6 inches in

diameter (e.g. cobbles) are removed and it otherwise meets the specifications provided in WSS 9 03.14(3) – Common Borrow. Topsoil and organic materials are not suitable for structural fill.

8.5.2 Imported Select Structural Fill

Imported granular material used as structural fill should be pit or quarry run rock, crushed rock, or crushed gravel and sand and should meet the specifications provided in WSS 9 03.9(1) – Ballast, WSS 9 03.14(1) – Gravel Borrow, or WSS 9 03.14(2) – Select Borrow. However, the imported granular material should also have a maximum size of 2 inches, be angular and fairly well graded between coarse and fine material, have less than 5 percent by dry weight passing the U.S. Standard No. 200 Sieve, and have at least two mechanically fractured faces.

If soft or loose materials are present, imported fill material may need to be separated from the native subgrade with a layer of subgrade geotextile that meets the specifications provided in WSDOT SS 9-33.2(1) Table 3 – Geotextile for Separation or Soil Stabilization. The geotextile should be installed in conformance with the specifications provided in WSS 2-12 – Construction Geosynthetic.

8.5.3 Aggregate Base

Imported granular material used as aggregate base (base rock) beneath pavements should be clean, crushed rock or crushed gravel and sand that is fairly well graded between coarse and fine. The base aggregate should meet the specifications provided in WSS 9 03.9 – Aggregates for Ballast and Crushed Surfacing, depending upon application. For use beneath building slabs, the base rock should also meet the gradation of WSS 9 03.9(3) – Crushed Surfacing for “Base Course,” although should have less than 5 percent by dry weight passing a U.S. Standard No. 200 Sieve.

For use beneath conventional pavements or footings, the aggregate base should have a maximum particle size of 1 or 1.5 inches, while for use beneath buildings or sidewalk slabs should have a maximum particle size of 0.75 or 1 inch.

Aggregate base should be separated from the native subgrade with a layer of subgrade geotextile that meets the specifications provided in WSS 9-33.2(1) Table 3 – Geotextile for Separation or Soil Stabilization. The geotextile should be installed in conformance with the specifications provided in WSS 2-12 – Construction Geosynthetic. (A separation fabric is not needed where the aggregate base bears on imported fill.)

8.5.4 Drain Rock

Drain rock used for subslab capillary breaks or subsurface drainage systems should consist of clean, crushed drain rock that meets the gradation specifications provided in WSS 9 03.12(4) – Gravel Backfill for Drains or WSS 9 03.125(4) – Gravel Backfill for Drywells. However, the materials should have a maximum particle size of 1 inch.

The drain rock should be wrapped in a geotextile fabric that meets the specifications provided in WSS 9 33.2 for drainage geotextiles. The geotextile should be installed in conformance with the specifications provided in WSS 2 12 – Construction Geosynthetic.

8.5.5 Trench Backfill

Trench backfill placed beneath, adjacent to, and for at least 12 inches above utility lines (i.e., the pipe zone) should consist of well graded granular material with a maximum particle size of 1 inch and should meet the specifications provided in WSS 9 03.12(3) – Gravel Backfill for Pipe Zone Bedding and the pipe manufacturer.

Within pavement and slab subgrades, the remainder of the trench backfill up to the subgrade elevation can consist of the above 1-inch material or of granular material with a maximum particle size of 2.5 inches, less than 10 percent by dry weight passing the U.S. Standard No. 200 Sieve, and meeting the specifications provided in WSS 9 03.19 – Bank Run Gravel for Trench Backfill.

8.5.6 Stabilization Material

Imported material that is placed as a stabilization layer for haul roads or staging area should consist of a clean, angular, crushed rock, such as ballast or quarry spalls. The material should have a maximum particle size of 4 inches, a nominal size between 2 and 4 inches, less than 5 percent by dry weight passing the U.S. Standard No. 4 Sieve, and at least two mechanically fractured faces. The material should be free of organic matter and other deleterious material.

Material meeting the gradations of WSS 9-03.9(2) – Shoulder Ballast, WSS 9-03.12(1)B – Gravel Backfill for Foundations (Class B), WSS 9-03.12(5) – Gravel Backfill for Drains, WSS 9-13.1(2) – Light Loose Riprap, WSS 9-03.12(5) – Gravel Backfill for Drywells, or WSS 9-13.6 – Quarry Spalls is generally acceptable for use. Stabilization material should be placed in lifts between 12 and 18 inches thick and be compacted to a well-keyed condition with a smooth drum roller without using vibratory action.

Stabilization material should be separated from the subgrades with a layer of subgrade geotextile that meets the specifications provided in WSDOT SS 9-33.2(1) Table 3 – Geotextile for Separation or Soil Stabilization. The geotextile should be installed in conformance with the specifications provided in WSS 2-12 – Construction Geosynthetic.

8.6 Fill Placement and Compaction

Structural fill should be placed and compacted in accordance with the following guidelines.

- Place fill and backfill on a prepared subgrade that consists of firm, inorganic native soils or approved structural fill.
- Place fill or backfill in uniform horizontal lifts with a thickness appropriate for the material type and compaction equipment. Table 4 provides general guidance for lift thicknesses.

Table 4 – Guidelines for Uncompacted Lift Thickness

Compaction Equipment	Guidelines for Uncompacted Lift Thickness (inches)		
	On-Site Soil	Granular and Crushed Rock Maximum Particle Size $\leq 1\frac{1}{2}$ inch	Crushed Rock Maximum Particle Size $> 1\frac{1}{2}$ inch
Plate Compactors and Jumping Jacks	4 – 8	4 – 8	Not Recommended
Rubber-Tire Equipment	6 – 8	10 – 12	6 – 8
Light Roller	8 – 10	10 – 12	8 – 10
Heavy Roller	10 – 12	12 – 18	12 – 16
Hoe Pack Equipment	12 – 16	18 – 24	12 – 16

Note: The above table is based on our experience and is intended to serve as a guideline. The information provided in this table should not be included in the project specifications.

- Use appropriate operating procedures to attain uniform coverage of the area being compacted.
- Place fill at a moisture content within approximately 3 percent of optimum as determined in accordance with ASTM D 1557. Moisture condition fill soil to achieve uniform moisture content within the specified range before compacting. Compact fill to the percent of maximum dry densities as noted in Table 5 below.
- Do not place, spread, or compact fill soils during freezing or unfavorable weather conditions. Frozen or disturbed lifts should be removed or properly recompacted prior to placement of subsequent lifts of fill soils.

Table 5 – Fill Compaction Criteria

Fill Type	Percent of Maximum Dry Density Determined in Accordance with ASTM D 1557		
	0 – 2 Feet Below Subgrade	>2 Feet Below Subgrade	Pipe Bedding and Pipe Zone
Mass Fill: fine-grained soils	92	90	-----
Mass Fill: granular materials	95	90	-----
Aggregate Base	95	95	-----
Trench Backfill	95	92	90
Nonstructural Trench Backfill	90	88	-----
Nonstructural Zones	90	88	90

Note: "Nonstructural" areas are only located in landscaping zones, where the potential for localized trench settlement is acceptable to the owner.

During structural fill placement and compaction, a sufficient number of in-place density tests should be completed by Hart Crowser to verify that the specified degree of compaction is being achieved. For structural fill with more than 30 percent retained on the 3/4-inch sieve, Hart Crowser should visually verify proper compaction with a proof roll or other methods.

9.0 CONSTRUCTION OBSERVATIONS

Satisfactory foundation and earthwork performance depends to a large degree on quality of construction. Sufficient monitoring of the contractor's activities is a key part of determining that the work is completed in accordance with the construction drawings and specifications. Subsurface conditions observed during construction should be compared with those encountered during subsurface explorations. Recognition of changed conditions often requires experience; therefore, Hart Crowser or their representative should visit the site with sufficient frequency to detect whether subsurface conditions change significantly from those anticipated.

We recommend that Hart Crowser be retained to monitor construction at the site to confirm that subsurface conditions are consistent with the site explorations and to confirm that the intent of project plans and specifications relating to earthwork and foundation construction are being met. In particular, we recommend that the foundation and building subgrades; infiltration system subgrade; subgrade beneath pavements; and compaction of structural fills and aggregate bases be observed and/or tested by Hart Crowser.

10.0 LIMITATIONS

We have prepared this report for the exclusive use of MAJ Development Corporation and their authorized agents for the proposed 136th Avenue Apartments project in Vancouver, Washington. Our work was completed in general accordance with our Services Agreement dated July 19, 2021. Our report is intended to provide our opinion of geotechnical parameters for design and construction of the proposed project based on exploration locations that are believed to be representative of site conditions. However, conditions can vary significantly between exploration locations and our conclusions should not be construed as a warranty or guarantee of subsurface conditions or future site performance.

Within the limitations of scope, schedule, and budget, our services have been executed in accordance with generally accepted practices in the field of geotechnical engineering in this area at the time this report was prepared. No warranty, express or implied, should be understood.

Any electronic form, facsimile, or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by Hart Crowser and will serve as the official document of record.

11.0 REFERENCES

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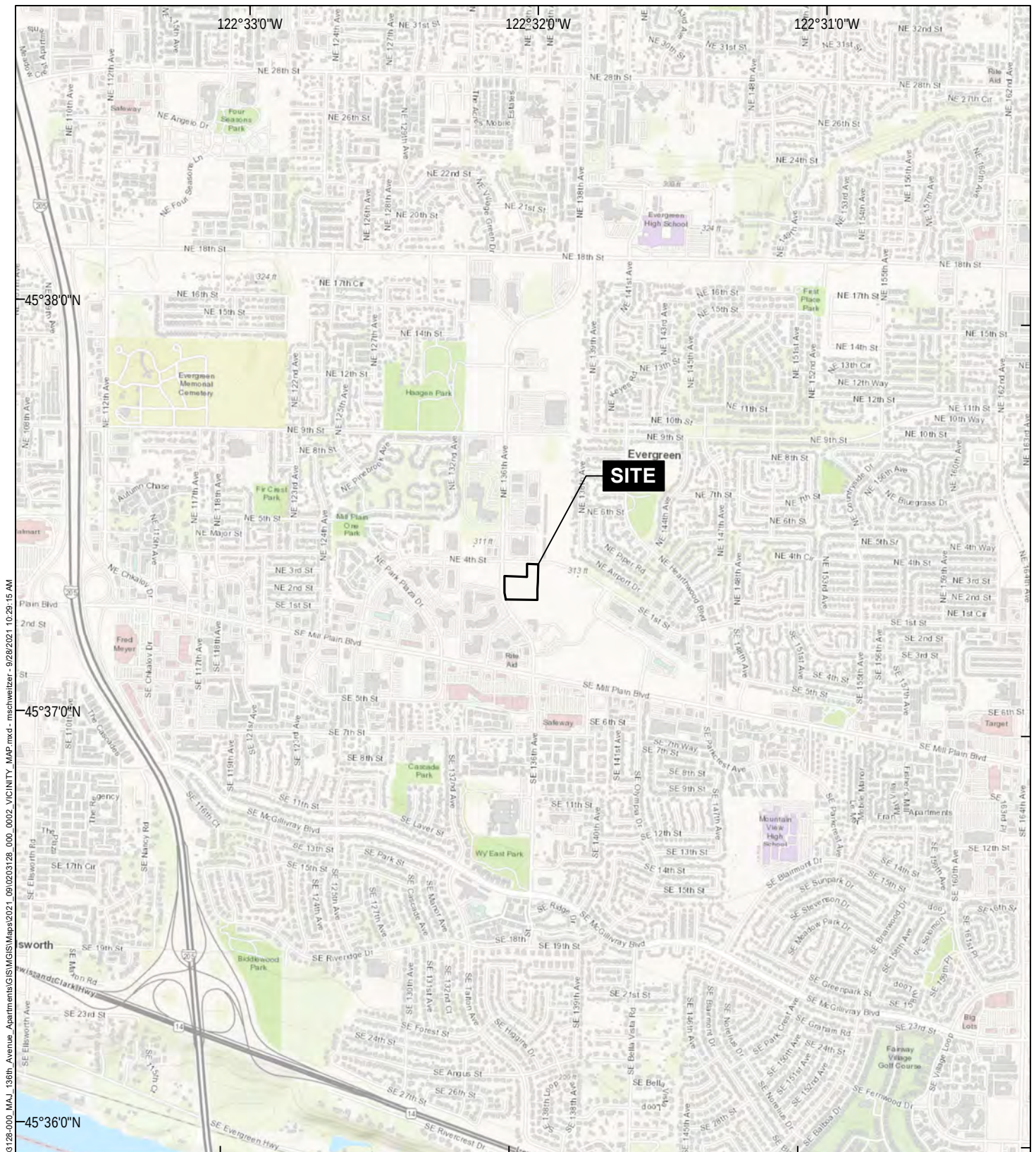
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MAP SOURCE: ESRI
SITE COORDINATES: 45°37'20"N, 122°32'1"W

HARTCROWSER
A division of Haley & Aldrich

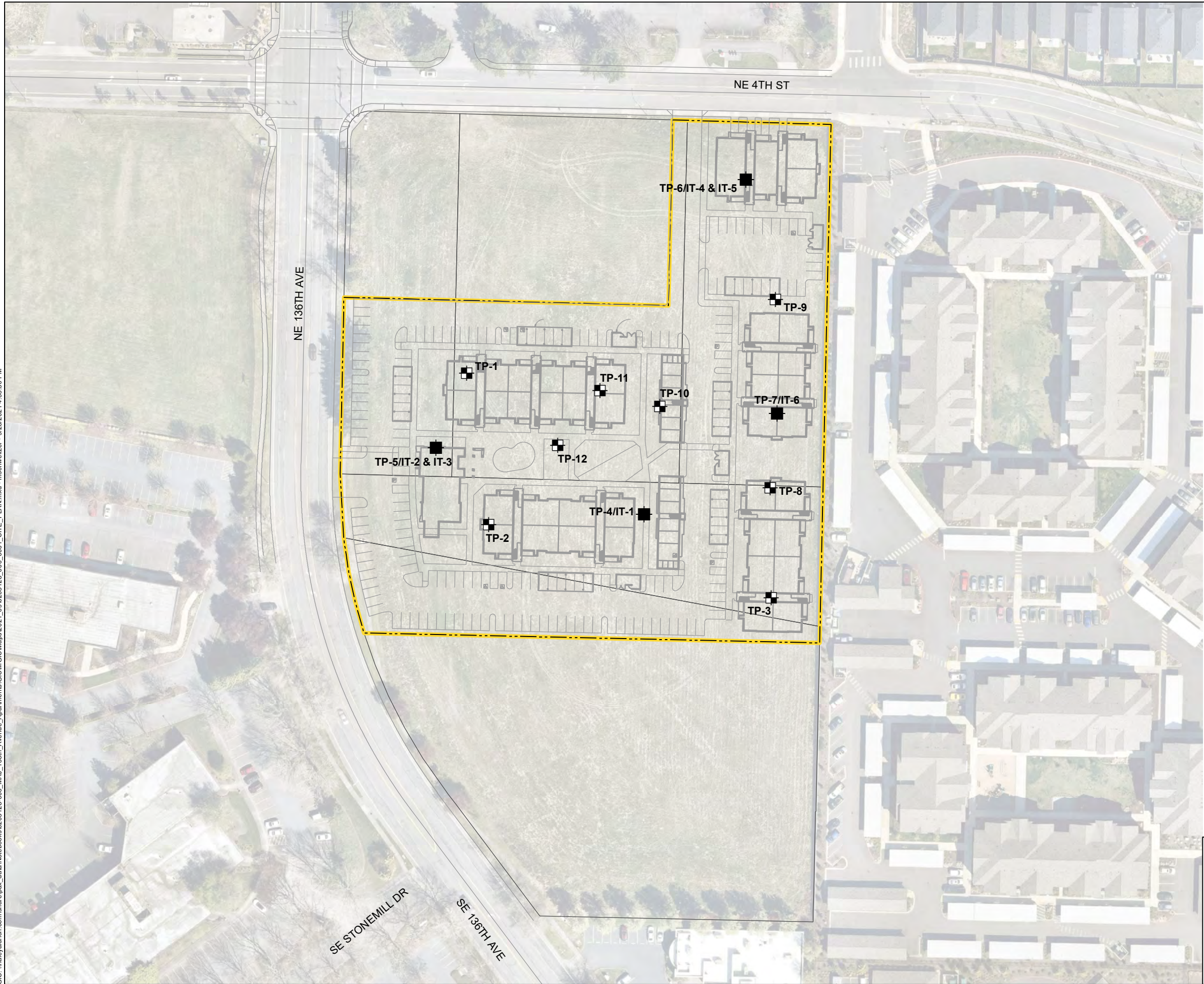
136TH AVENUE APARTMENTS
NE 136TH AVENUE AND NE 4TH STREET
VANCOUVER, WASHINGTON

VICINITY MAP

APPROXIMATE SCALE: 1 IN = 2000 FT
SEPTEMBER 2021

FIGURE 1

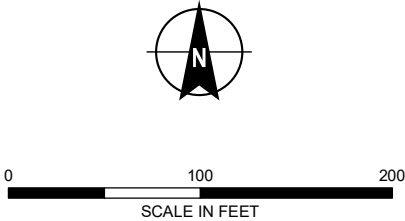
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LEGEND

- TEST PIT
- TEST PIT WITH INFILTRATION TEST
- TAX LOT
- PROJECT BOUNDARY

- NOTES**
- 1. BASE MAP SOURCE: MAJ PRELIMINARY SITE PLAN, 6 JULY 2021
 - 2. ASSESSOR PARCEL DATA SOURCE: CLARK COUNTY
 - 3. AERIAL IMAGERY SOURCE: NEARMAP, 13 APRIL 2021
 - 4. INFILTRATION TESTS COMPLETED IN PITS EXCAVATED IMMEDIATELY ADJACENT TO NUMBERED TEST PIT LOCATION.



HARTCROWSER 136TH AVENUE APARTMENTS
A division of Haley & Aldrich NE 136TH AVENUE AND NE 4TH STREET
VANCOUVER, WASHINGTON

SITE PLAN

SEPTEMBER 2021

FIGURE 2

APPENDIX A Field Explorations

APPENDIX A

FIELD EXPLORATIONS

General

We evaluated subsurface conditions at the site by advancing twelve test pits and six infiltration test holes on August 11 and 12, 2021. The field explorations were coordinated and overseen by geotechnical staff from Hart Crowser who classified the various soil units encountered, obtained representative soil samples for geotechnical testing, recorded groundwater conditions, and maintained a detailed log of each exploration. Logs of the test pits are included in this appendix. Results of the laboratory testing are indicated on the exploration logs and are included in Appendix B.

Materials encountered in the explorations were classified in the field in general accordance with ASTM Standard Practice D 2488 “Standard Practice for the Classification of Soils (Visual-Manual Procedure).” Disturbed (“grab”) samples were collected from sidewalls or excavation spoils during test pit explorations and from the core samples in the push probe boring. Sampling intervals are shown on the exploration logs included in this appendix.

The exploration logs in this appendix show our interpretation of the exploration, sampling, and testing data. The logs indicate the depth where the soils change. Note that the change may be gradual. In the field, we classified the samples taken from the explorations according to the methods presented on the *Figure A- 1 Key to Exploration Logs*. This figure also provides a legend explaining the symbols and abbreviations used in the logs.

The approximate locations of the explorations are shown on Figure 2 of the report. Explorations were located in the field using a mapping grade Trimble GPS unit.

Test Pits

Twelve test pit explorations, designated TP-1 through TP-12, were performed on August 11 and 12, 2021. Test pit explorations were completed using a mini-trackhoe operated by Dan Fischer Excavating of Forest Grove, Oregon. The explorations were continuously observed by geotechnical staff members from Hart Crowser, and detailed field logs of the test pits were prepared. Disturbed (“grab”) samples were collected from sidewalls or excavation spoils during test pit explorations. Sampling intervals are shown on the exploration logs included in this appendix.

Infiltration Testing

We conducted six infiltration tests designed IT-1 through IT-6 at the site adjacent to four test pits. IT-1 was conducted adjacent to TP-4, IT-2 and IT-3 adjacent to TP-5, IT-4 and IT-5 adjacent to TP-6, and IT-6 adjacent to TP-7. The tests consisted of single-ring falling head infiltration tests or small open test pit holes, as referenced in and conducted in general accordance with the procedures in Vancouver (2017) and as briefly described below. Single-ring falling tests were attempted at each test locations; however, due to gravelly to cobbly nature of the site soils, open-pit tests were utilized when pipe could not be sufficiently imbedded

to conduct the single-ring tests. Infiltration tests IT-1, IT-3, IT-5, and IT-6 are open pit tests, while IT-2 and IT-4 are single-ring falling head tests.

The primary test pits were excavated to a depth of approximately 6 feet or more below the base of the tests to verify subsurface conditions below the base of the test. The adjacent infiltration test pits were advanced adjacent to each primary test pit and cuttings/or grab samples generated from infiltration holes/pits were observed to verify that subsurface conditions were relatively consistent with the primary test pit excavation.

- At IT-2 and IT-4, a 6-inch diameter PVC pipe was placed in the bottom of the test pit. The tip of the pipe was pushed into the soil approximately 6 or more inches to form a seal around the base of the pipe. At IT-1, IT-3, IT-5, and IT-6, an approximately 2- by 2-foot area was excavated at the bottom of the test pit for the infiltration tests, because pipes could not be used due to the gravelly nature of the soils.
- The pipes/pits were filled with water depths roughly corresponding to the anticipated capacity of potential infiltration systems and were allowed to saturate. The tests were allowed to saturate for a minimum of approximately four hours or until the draw-down rates had sufficiently stabilized, as described in the test procedure.
- After the saturation period, the infiltration rate was monitored until the rate stabilized.

The results of our infiltration tests are provided in Table 1 of the report. Please refer to the body of the report for a discussion of our findings and recommendations regarding the design of infiltration systems.

Sample Description

Identification of soils in this report is based on visual field and laboratory observations which include density/consistency, moisture condition, grain size, and plasticity estimates and should not be construed to imply field nor laboratory testing unless presented herein. ASTM D 2488 visual-manual identification methods were used as a guide. Where laboratory testing confirmed visual-manual identifications, then ASTM D 2487 was used to classify the soils.

Relative Density/Consistency

Soil density/consistency in borings is related primarily to the standard penetration resistance (N). Soil density/consistency in test pits and probes is estimated based on visual observation and is presented parenthetically on the logs.

SAND or GRAVEL Relative Density	N (Blows/Foot)	SILT or CLAY Consistency	N (Blows/Foot)
Very loose	0 to 4	Very soft	0 to 1
Loose	5 to 10	Soft	2 to 4
Medium dense	11 to 30	Medium stiff	5 to 8
Dense	31 to 50	Stiff	9 to 15
Very dense	>50	Very stiff	16 to 30
		Hard	>30

Moisture

Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, usually soil is below water table

USCS Soil Classification Chart (ASTM D 2487)

Major Divisions			Symbols		Typical Descriptions	
			Graph	USCS		
More than 50% of Material Retained on No. 200 Sieve	Gravel and Gravelly Soils More than 50% of Coarse Fraction Retained on No. 4 Sieve	Clean Gravels (<i><5% fines</i>)		GW	Well-Graded Gravel; Well-Graded Gravel with Sand	
				GP	Poorly Graded Gravel; Poorly Graded Gravel with Sand	
		Gravels (<i>5-12% fines</i>)		GW-GM	Well-Graded Gravel with Silt; Well-Graded Gravel with Silt and Sand	
				GW-GC	Well-Graded Gravel with Clay; Well-Graded Gravel with Clay and Sand	
				GP-GM	Poorly Graded Gravel with Silt; Poorly Graded Gravel with Silt and Sand	
				GP-GC	Poorly Graded Gravel with Clay; Poorly Graded Gravel with Clay and Sand	
		Gravels with Fines (<i>>12% fines</i>)		GM	Silty Gravel; Silty Gravel with Sand	
				GC	Clayey Gravel; Clayey Gravel with Sand	
	Sand and Sandy Soils More than 50% of Coarse Fraction Passing No. 4 Sieve	Sands with few Fines (<i><5% fines</i>)		SW	Well-Graded Sand; Well-Graded Sand with Gravel	
				SP	Poorly Graded Sand; Poorly Graded Sand with Gravel	
		Sands (<i>5-12% fines</i>)		SW-SM	Well-Graded Sand with Silt Well-Graded Sand with Silt and Gravel	
				SW-SC	Well-Graded Sand with Clay; Well-Graded Sand with Clay and Gravel	
				SP-SM	Poorly Graded Sand with Silt; Poorly Graded Sand with Silt and Gravel	
				SP-SC	Poorly Graded Sand with Clay; Poorly Graded Sand with Clay and Gravel	
		Sands with Fines (<i>>12% fines</i>)		SM	Silty Sand; Silty Sand with Gravel	
				SC	Clayey Sand; Clayey Sand with Gravel	
		Fine Grained Soils More than 50% of Material Passing No. 200 Sieve	Silts		ML	Silt; Silt with Sand or Gravel; Sandy or Gravelly Silt
					MH	Elastic Silt; Elastic Silt with Sand or Gravel; Sandy or Gravelly Elastic Silt
Silty Clay (<i>based on Atterberg Limits</i>)			CL-ML	Silty Clay; Silty Clay with Sand or Gravel; Gravelly or Sandy Silty Clay		
Clays			CL	Lean Clay; Lean Clay with Sand or Gravel; Sandy or Gravelly Lean Clay		
			CH	Fat Clay; Fat Clay with Sand or Gravel; Sandy or Gravelly Fat Clay		
Organics			OL/OH	Organic Soil; Organic Soil with Sand or Gravel; Sandy or Gravelly Organic Soil		
Highly Organic (<i>>50% organic material</i>)				PT	Peat - Decomposing Vegetation - Fibrous to Amorphous Texture	

Minor Constituents

Estimated Percentage

Sand, Gravel	
Trace	<5
Few	5 - 15
Cobbles, Boulders	
Trace	<5
Few	5 - 10
Little	15 - 25
Some	30 - 45

Soil Test Symbols

%F	Percent Passing No. 200 Sieve
AL	Atterberg Limits (%)
	Liquid Limit (LL)
	Water Content (WC)
	Plastic Limit (PL)

CA	Chemical Analysis
CAUC	Consolidated Anisotropic Undrained Compression
CAUE	Consolidated Anisotropic Undrained Extension
CBR	California Bearing Ratio
CIDC	Consolidated Drained Isotropic Triaxial Compression
CIUC	Consolidated Isotropic Undrained Compression
CK0DC	Consolidated Drained k0 Triaxial Compression
CK0DSS	Consolidated k0 Undrained Direct Simple Shear
CK0UC	Consolidated k0 Undrained Compression
CK0UE	Consolidated k0 Undrained Extension
CRSCN	Constant Rate of Strain Consolidation
DS	Direct Shear
DSS	Direct Simple Shear
DT	In Situ Density
GS	Grain Size Classification
HYD	Hydrometer
ILCN	Incremental Load Consolidation
K0CN	k0 Consolidation
kc	Constant Head Permeability
kf	Falling Head Permeability
MD	Moisture Density Relationship
OC	Organic Content
OT	Tests by Others
P	Pressuremeter
PID	Photoionization Detector Reading
PP	Pocket Penetrometer
SG	Specific Gravity
TRS	Torsional Ring Shear
TV	Torvane
UC	Unconfined Compression
UUC	Unconsolidated Undrained Triaxial Compression
VS	Vane Shear
WC	Water Content (%)

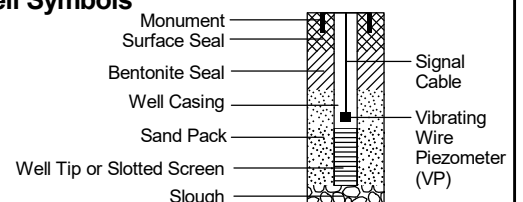
Groundwater Indicators

▽	Groundwater Level on Date or At Time of Drilling (ATD)
▽	Groundwater Level on Date Measured in Piezometer
○	Groundwater Seepage (Test Pits)

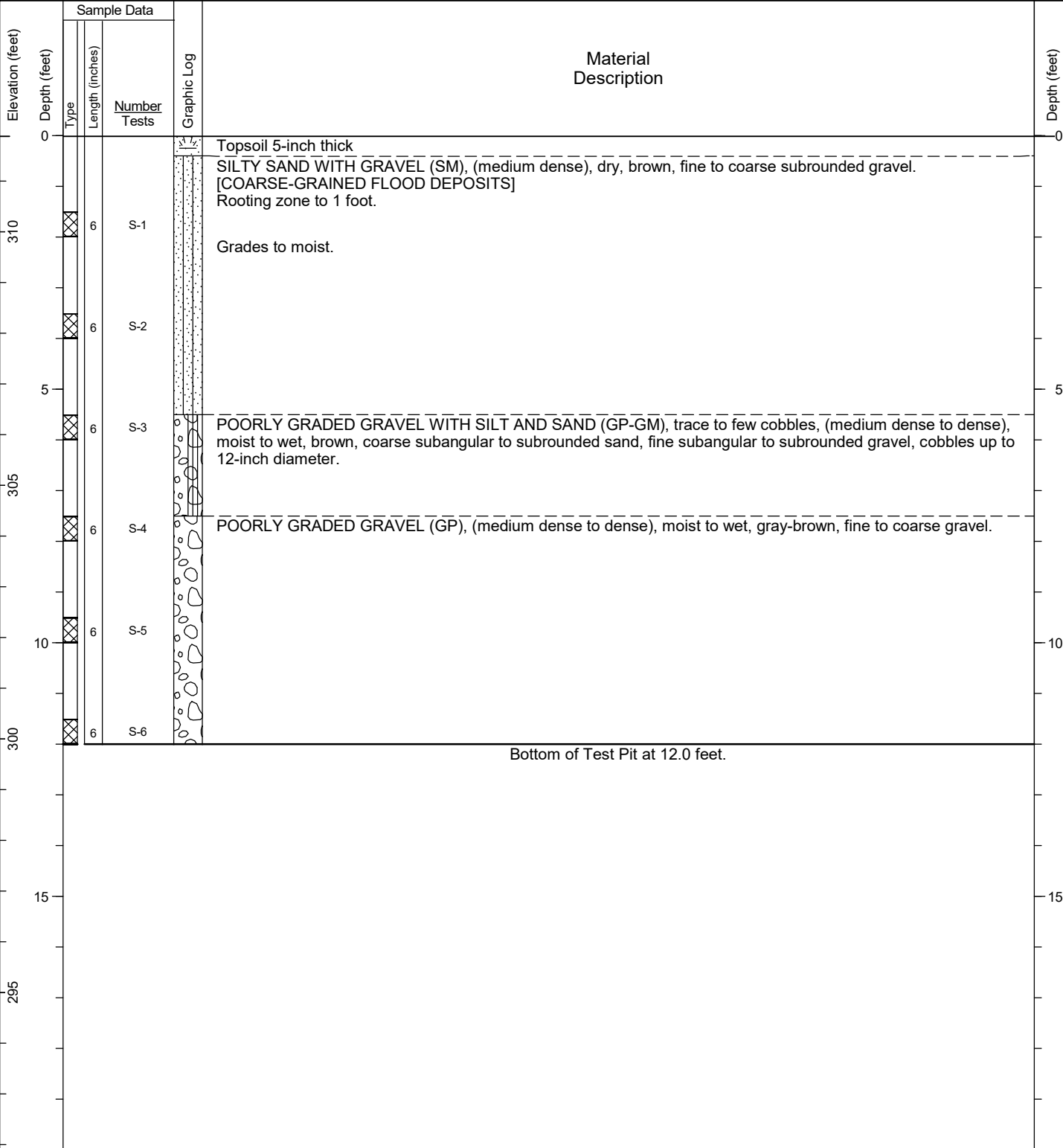
Sample Symbols

☒	1.5" I.D. Split Spoon	■	Rock Core Run	☒	Grab
☒	3.0" I.D. Split Spoon	☐	Sonic Core	☐	Cuttings
☐	Modified California Sampler	☐	Thin-walled Sampler	☐	Push Probe

Well Symbols



Date Started: 08/11/2021	Date Completed: 08/11/2021	Contractor/Crew: Dan J. Fischer Excavating, Inc.
Logged by: M. Parks	Checked by: R. Rosenberg	Rig Model/Type: Mini excavator
Location: Lat: 45.622426 Long: -122.533947 (WGS 84)	Total Depth: 12 feet	Depth to Seepage: Not Encountered
Ground Surface Elevation: 311.90 feet (NAVD 88)		
Comments:		

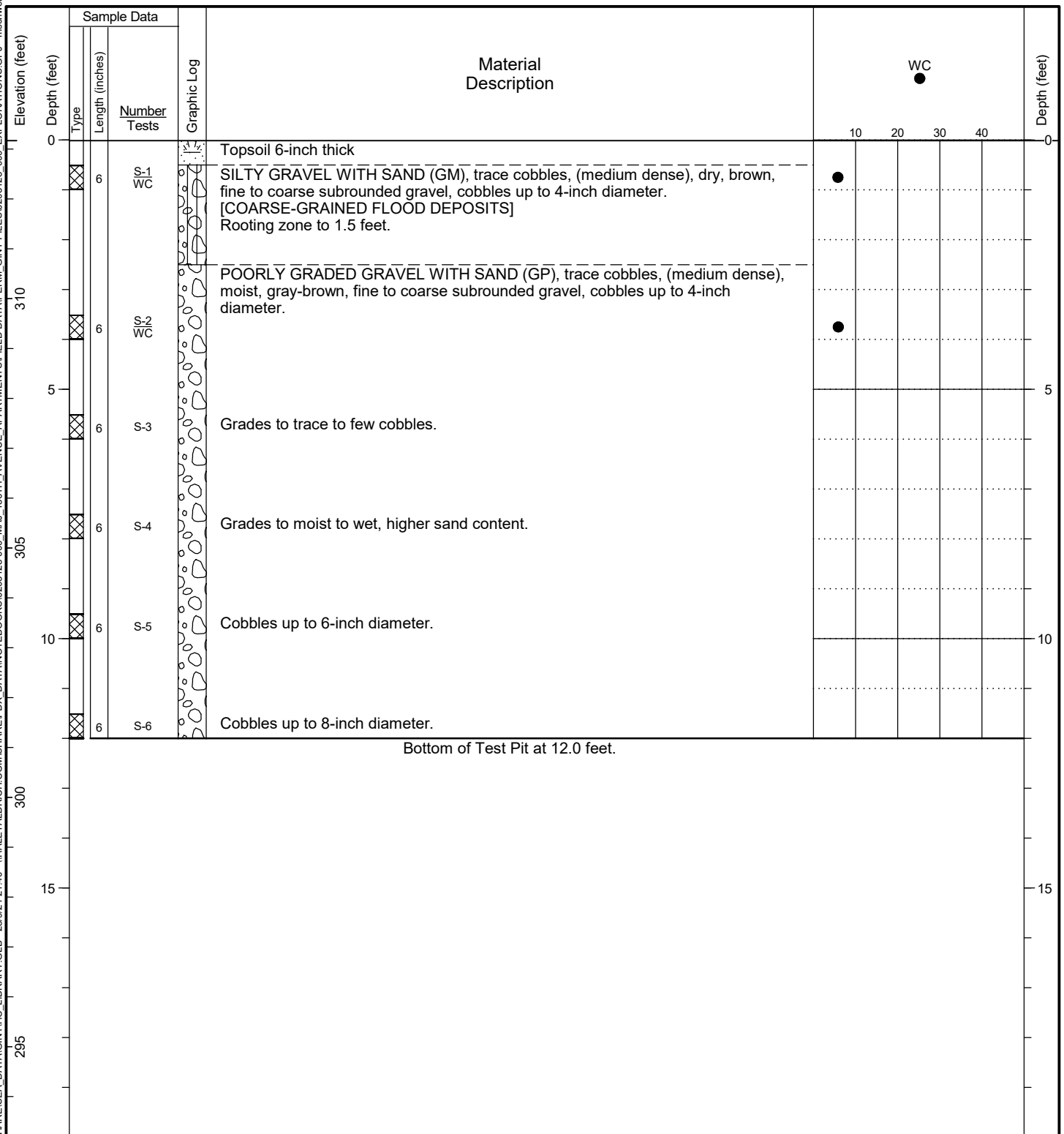


General Notes:

1. Refer to Figure A-1 for explanation of descriptions and symbols.
2. Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
3. USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
4. Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
5. Location and ground surface elevations are approximate.

	Project: 136th Avenue Apartments	Test Pit Log TP-1	Figure Sheet	A-2 1 of 1
	Location: Vancouver, Washington			
	Project No.: 0203128-000			

Date Started: 08/11/2021	Date Completed: 08/11/2021	Contractor/Crew: Dan J. Fischer Excavating, Inc.
Logged by: M. Parks	Checked by: R. Rosenberg	Rig Model/Type: Mini excavator
Location: Lat: 45.622005 Long: -122.533844 (WGS 84)		Total Depth: 12 feet Depth to Seepage: Not Encountered
Ground Surface Elevation: 313.18 feet (NAVD 88)		
Comments:		



General Notes:

1. Refer to Figure A-1 for explanation of descriptions and symbols.
2. Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
3. USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
4. Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
5. Location and ground surface elevations are approximate.

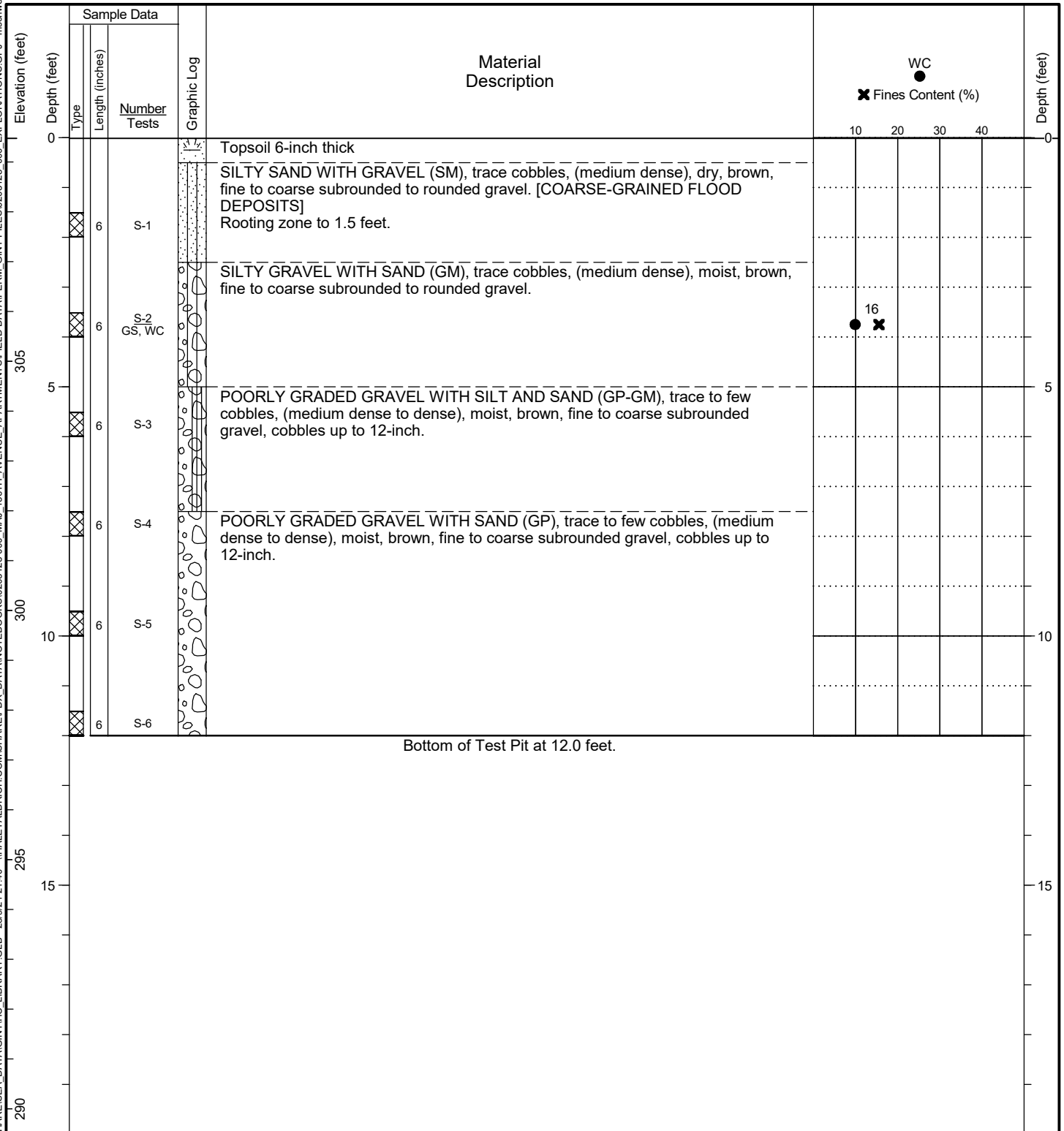


Project: 136th Avenue Apartments
 Location: Vancouver, Washington
 Project No.: 0203128-000

Test Pit Log
TP-2

Figure **A-3**
 Sheet **1 of 1**

Date Started: 08/11/2021	Date Completed: 08/11/2021	Contractor/Crew: Dan J. Fischer Excavating, Inc.
Logged by: M. Parks	Checked by: R. Rosenberg	Rig Model/Type: Mini excavator
Location: Lat: 45.621822 Long: -122.532712 (WGS 84)		Total Depth: 12 feet Depth to Seepage: Not Encountered
Ground Surface Elevation: 309.49 feet (NAVD 88)		
Comments:		



General Notes:

1. Refer to Figure A-1 for explanation of descriptions and symbols.
2. Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
3. USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
4. Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
5. Location and ground surface elevations are approximate.

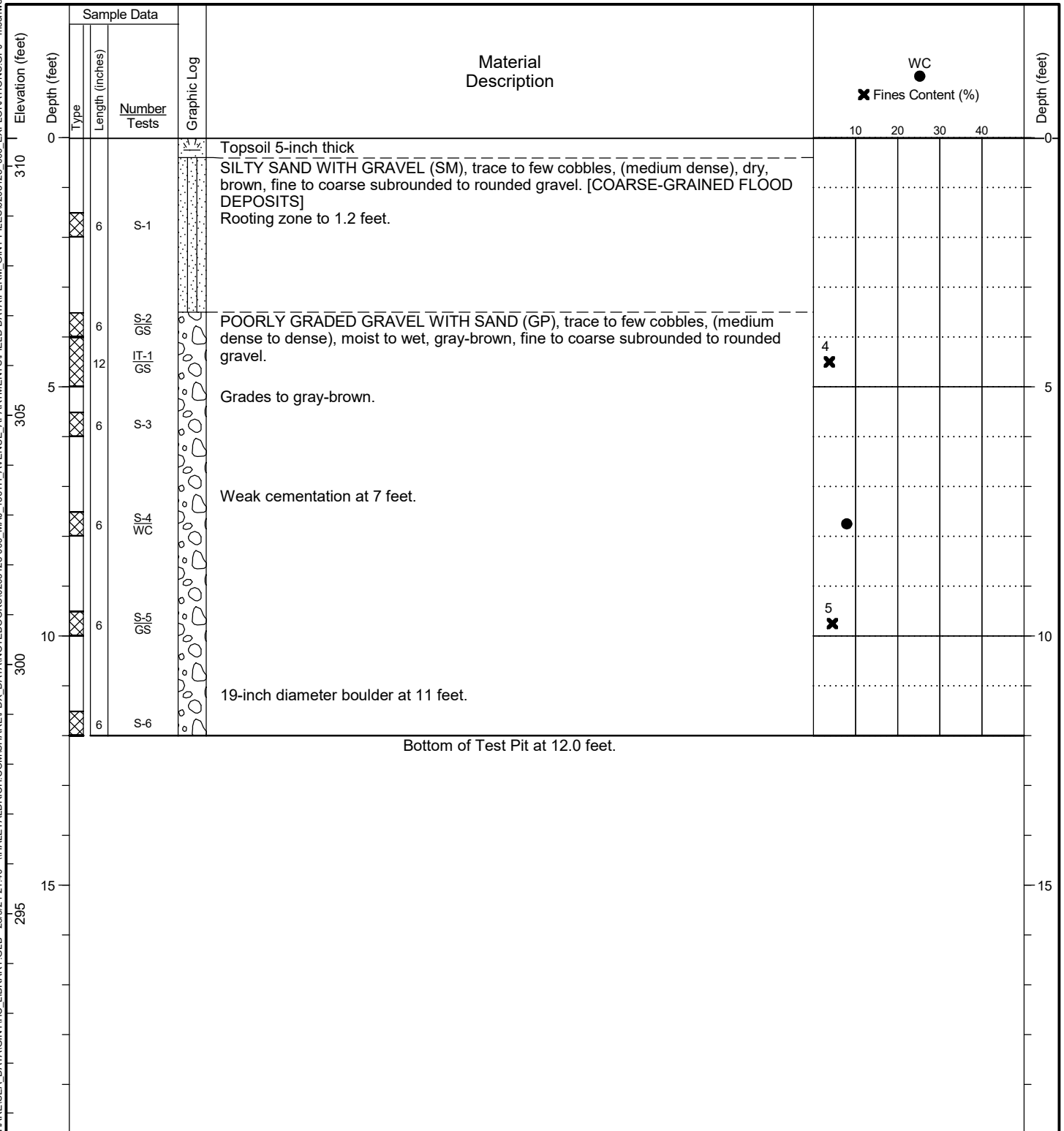


Project: 136th Avenue Apartments
 Location: Vancouver, Washington
 Project No.: 0203128-000

Test Pit Log
TP-3

Figure **A-4**
 Sheet **1 of 1**

Date Started: 08/11/2021	Date Completed: 08/11/2021	Contractor/Crew: Dan J. Fischer Excavating, Inc.
Logged by: M. Parks	Checked by: R. Rosenberg	Rig Model/Type: Mini excavator
Location: Lat: 45.622045 Long: -122.533226 (WGS 84)	Total Depth: 12 feet	Depth to Seepage: Not Encountered
Ground Surface Elevation: 310.57 feet (NAVD 88)		
Comments: Infiltration test IT-1 completed at 4 feet in separate pit excavated adjacent to TP-4.		



General Notes:

1. Refer to Figure A-1 for explanation of descriptions and symbols.
2. Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
3. USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
4. Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
5. Location and ground surface elevations are approximate.



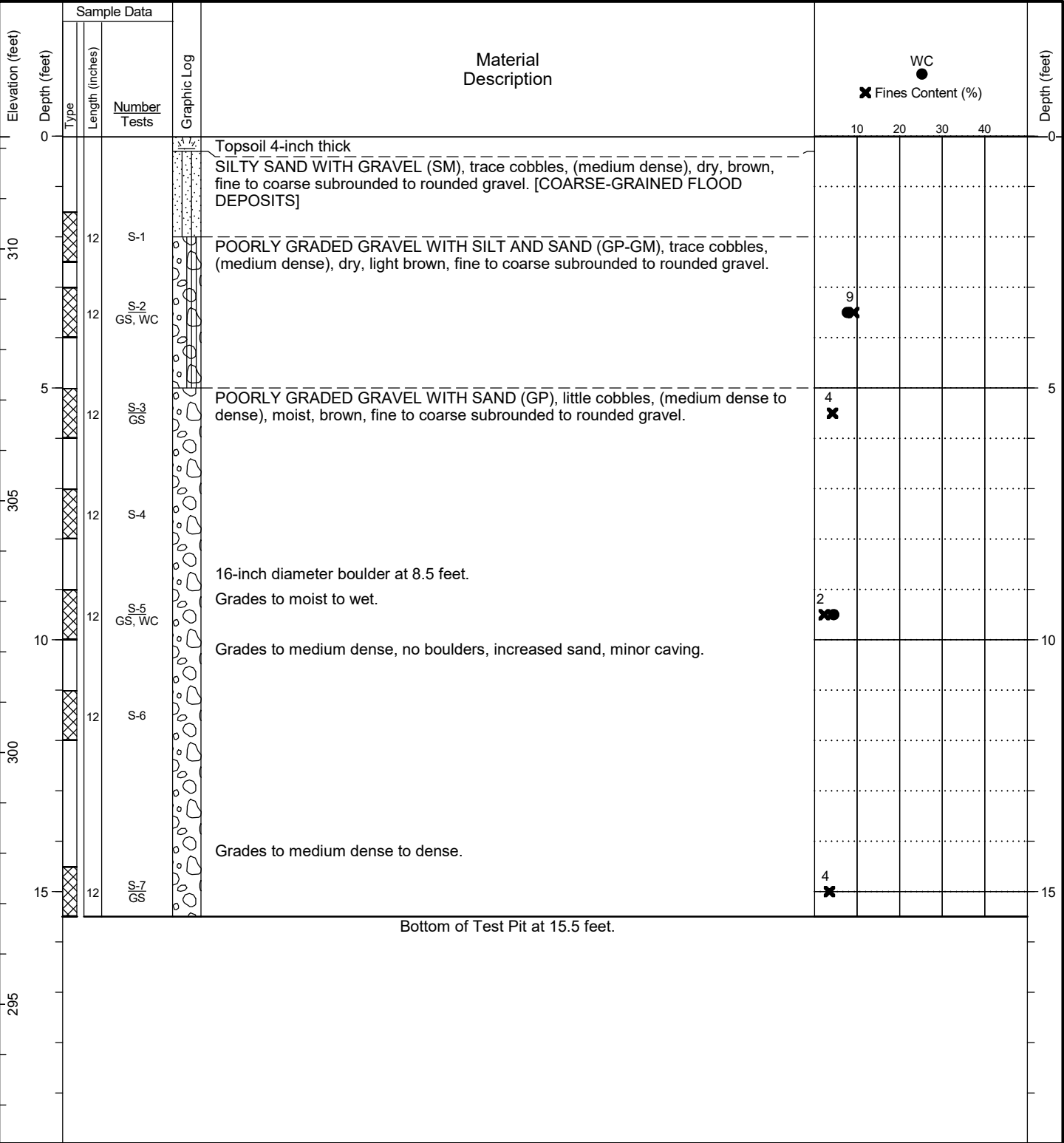
Project: 136th Avenue Apartments
Location: Vancouver, Washington
Project No.: 0203128-000

Test Pit Log
TP-4

Figure **A-5**
Sheet **1 of 1**

Date Started: 08/11/2021	Date Completed: 08/11/2021	Contractor/Crew: Dan J. Fischer Excavating, Inc.
Logged by: M. Parks	Checked by: R. Rosenberg	Rig Model/Type: Mini excavator
Location: Lat: 45.622216 Long: -122.534061 (WGS 84)		Total Depth: 15.5 feet Depth to Seepage: Not Encountered
Ground Surface Elevation: 312.24 feet (NAVD 88)		
Comments: Infiltration tests IT-2 and IT-3 completed at 3 and 9 feet respectively in separate pits excavated adjacent to TP-5.		

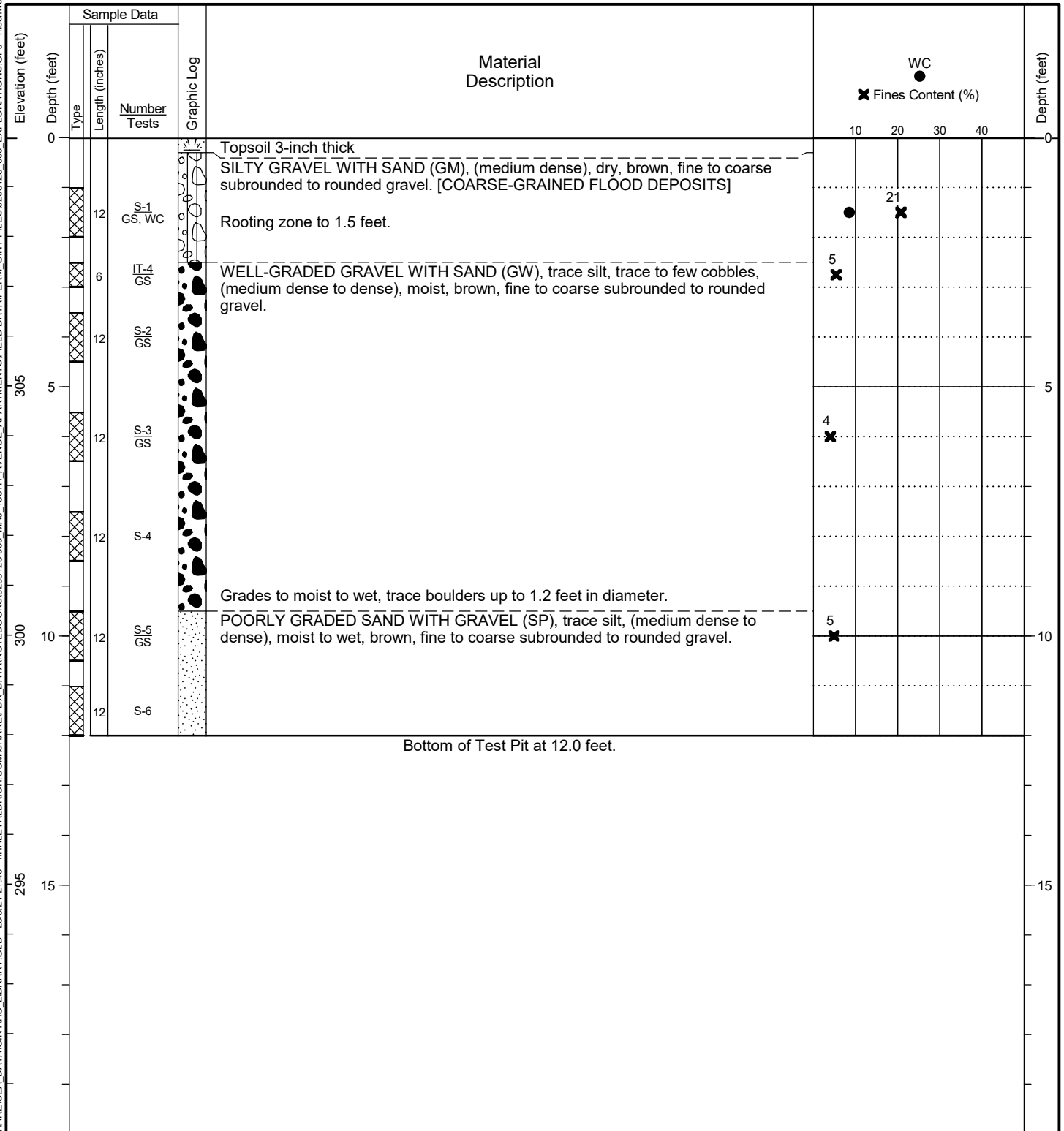
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- General Notes:**
- Refer to Figure A-1 for explanation of descriptions and symbols.
 - Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
 - USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
 - Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
 - Location and ground surface elevations are approximate.

 HART-CROWSER <i>A division of Haley & Aldrich</i>	Project: 136th Avenue Apartments Location: Vancouver, Washington Project No.: 0203128-000	Test Pit Log TP-5	Figure A-6 Sheet 1 of 1
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Date Started: 08/11/2021 Date Completed: 08/11/2021 Contractor/Crew: Dan J. Fischer Excavating, Inc.
 Logged by: M. Parks Checked by: R. Rosenberg Rig Model/Type: Mini excavator
 Location: Lat: 45.622985 Long: -122.532855 (WGS 84) Total Depth: 12 feet Depth to Seepage: Not Encountered
 Ground Surface Elevation: 309.98 feet (NAVD 88)
 Comments: Infiltration tests IT-4 and IT-5 completed at 3 and 6 feet respectively in separate pits excavated adjacent to TP-6.



General Notes:

1. Refer to Figure A-1 for explanation of descriptions and symbols.
2. Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
3. USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
4. Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
5. Location and ground surface elevations are approximate.

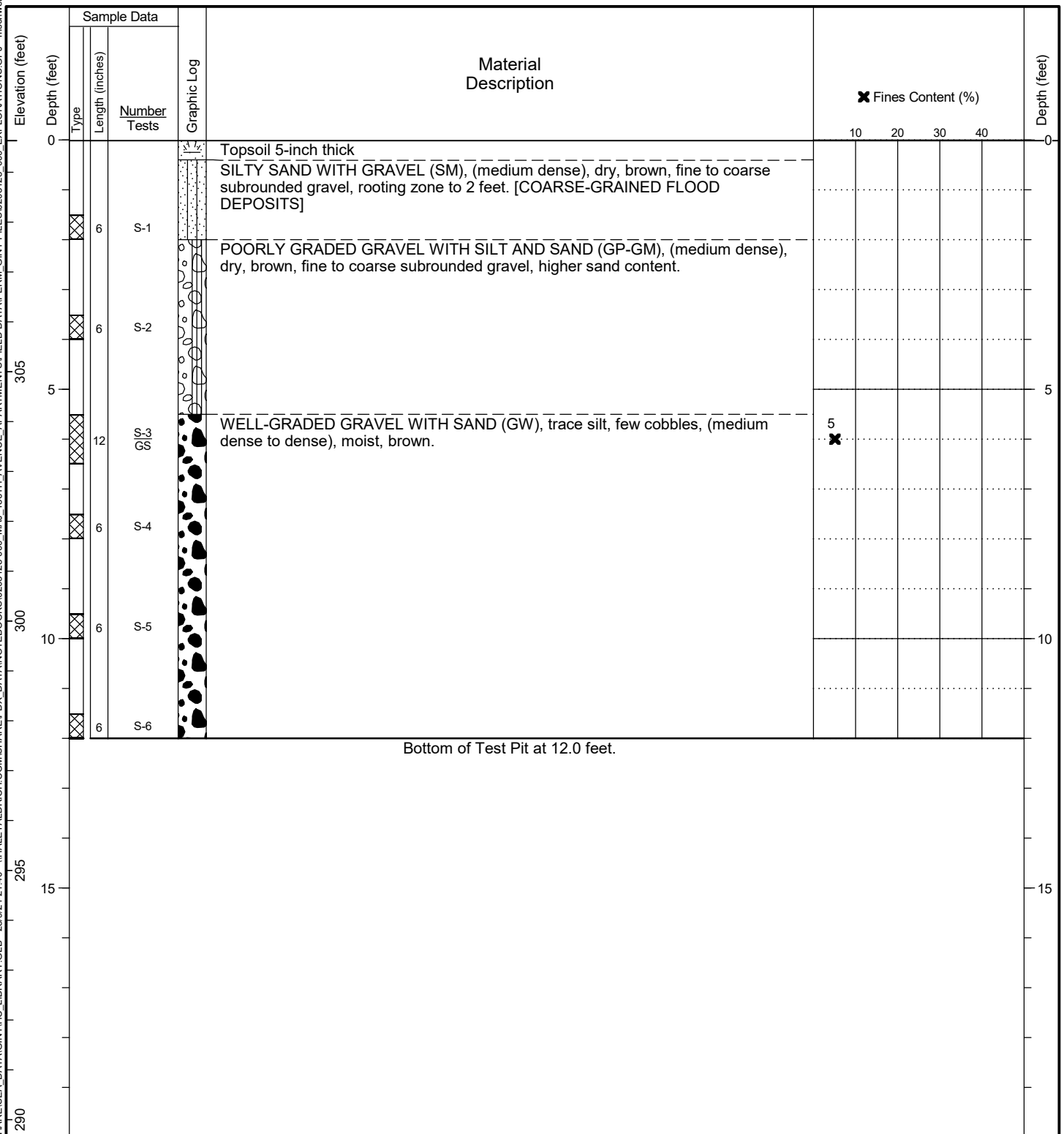


Project: 136th Avenue Apartments
 Location: Vancouver, Washington
 Project No.: 0203128-000

Test Pit Log
TP-6

Figure **A-7**
 Sheet **1 of 1**

Date Started: 08/12/2021	Date Completed: 08/12/2021	Contractor/Crew: Dan J. Fischer Excavating, Inc.
Logged by: M. Parks	Checked by: R. Rosenberg	Rig Model/Type: Mini excavator
Location: Lat: 45.622336 Long: -122.532707 (WGS 84)		Total Depth: 12 feet Depth to Seepage: Not Encountered
Ground Surface Elevation: 309.65 feet (NAVD 88)		
Comments: Infiltration test IT-6 completed at 5.5 feet in separate pit excavated adjacent to TP-7.		



General Notes:

1. Refer to Figure A-1 for explanation of descriptions and symbols.
2. Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
3. USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
4. Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
5. Location and ground surface elevations are approximate.



Project: 136th Avenue Apartments
 Location: Vancouver, Washington
 Project No.: 0203128-000

Test Pit Log
TP-7

Figure **A-8**
 Sheet **1 of 1**

Contractor/Crew: Dan J. Fischer Excavating, Inc.Rig Model/Type: Mini excavator

Total Depth: 11.5 feet Depth to Seepage: Not Encountered

Ground Surface Elevation: 309.57 feet (NAVD 88)

Comments:



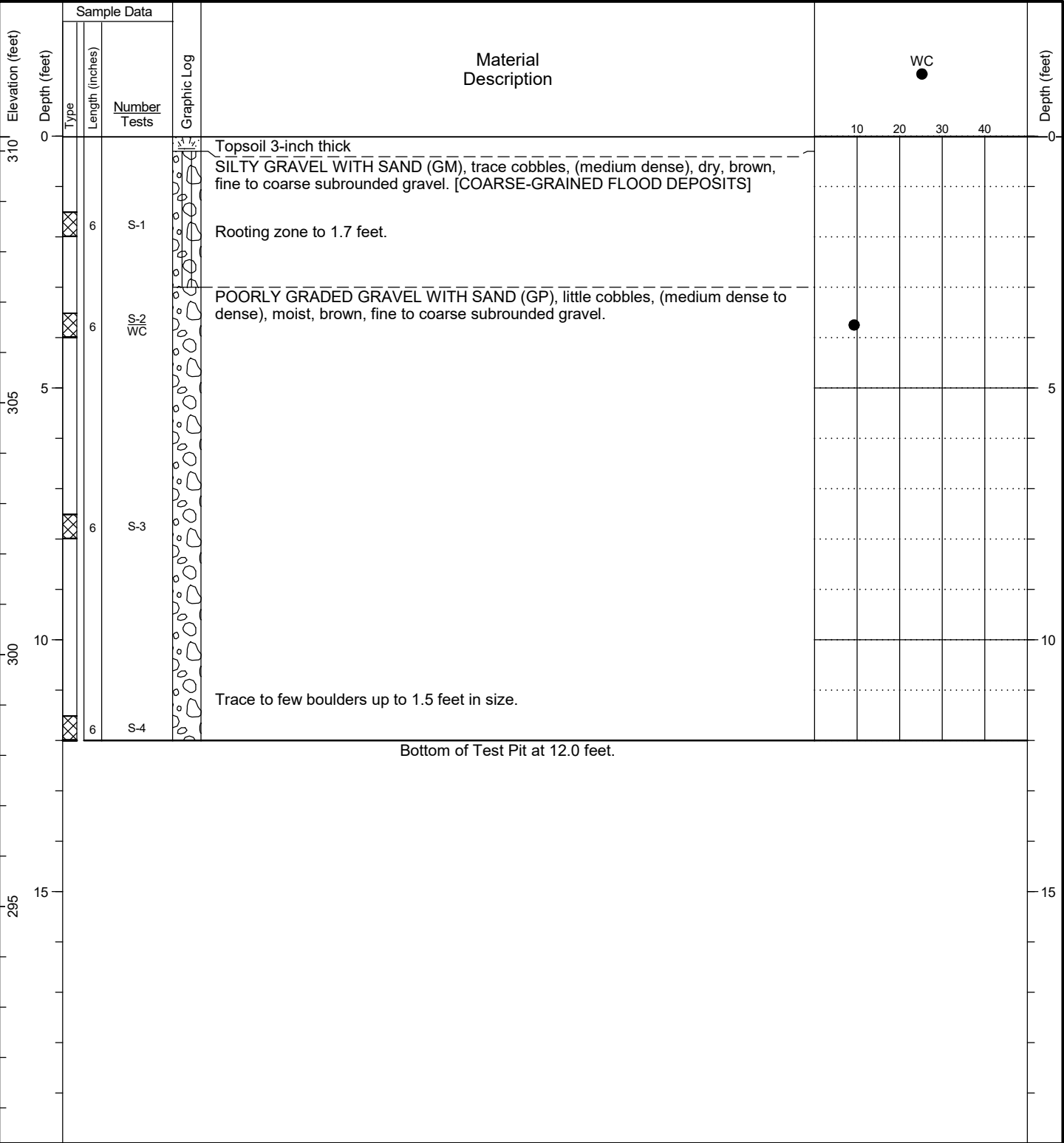
Project: 136th Avenue Apartments
Location: Vancouver, Washington
Project No.: 0203128-000

Test Pit Log
TP-8

Figure **A-9**
Sheet **1 of 1**

Date Started: 08/12/2021	Date Completed: 08/12/2021	Contractor/Crew: Dan J. Fischer Excavating, Inc.
Logged by: M. Parks	Checked by: R. Rosenberg	Rig Model/Type: Mini excavator
Location: Lat: 45.622654 Long: -122.532725 (WGS 84)		Total Depth: 12 feet Depth to Seepage: Not Encountered
Ground Surface Elevation: 310.29 feet (NAVD 88)		
Comments:		

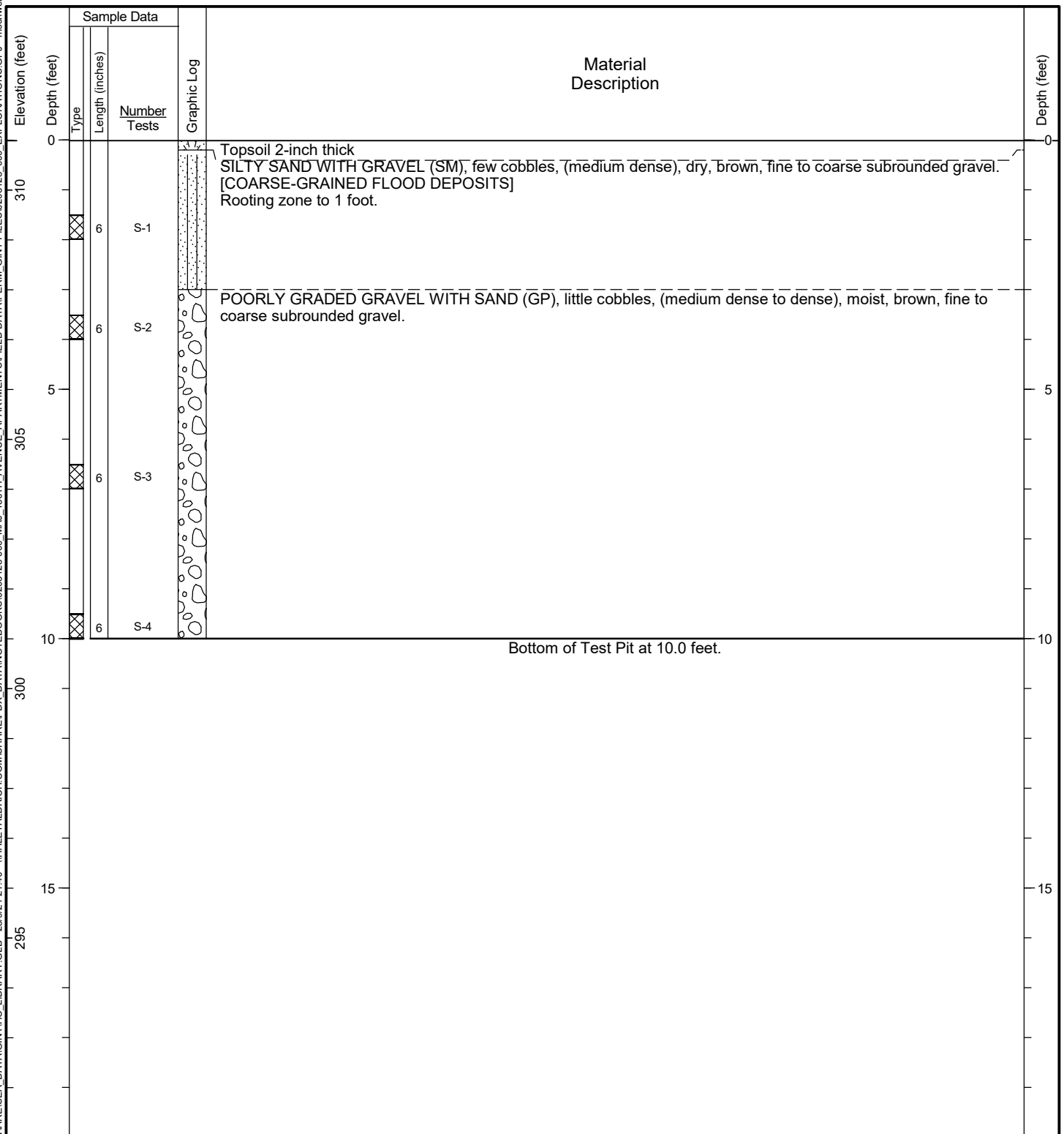
HIC TEST PIT - \\HALEYALDRICH.COM\SHARE\SEA_DATA\GINT\HIC_LIBRARY\GLB - 2899\21 21:40 - \\HALEYALDRICH.COM\SHARE\PD\DATA\NOTEBOOKS\0203128-000_MAJ_136TH AVENUE_APARTMENTS\FIELD DATA\PERM_GINT FILES\0203128-000_EXPLORATIONS.GPJ - mschweitzer



- General Notes:**
1. Refer to Figure A-1 for explanation of descriptions and symbols.
 2. Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
 3. USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
 4. Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
 5. Location and ground surface elevations are approximate.

 <i>A division of Haley & Aldrich</i>	Project: 136th Avenue Apartments Location: Vancouver, Washington Project No.: 0203128-000	Test Pit Log TP-9	Figure A-10 Sheet 1 of 1
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Date Started: <u>08/12/2021</u>	Date Completed: <u>08/12/2021</u>	Contractor/Crew: <u>Dan J. Fischer Excavating, Inc.</u>
Logged by: <u>M. Parks</u>	Checked by: <u>R. Rosenberg</u>	Rig Model/Type: <u>Mini excavator</u>
Location: <u>Lat: 45.622348 Long: -122.533174 (WGS 84)</u>		Total Depth: <u>10 feet</u> Depth to Seepage: <u>Not Encountered</u>
Ground Surface Elevation: <u>311.00 feet (NAVD 88)</u>		
Comments: _____		



General Notes:

1. Refer to Figure A-1 for explanation of descriptions and symbols.
2. Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
3. USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
4. Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
5. Location and ground surface elevations are approximate.

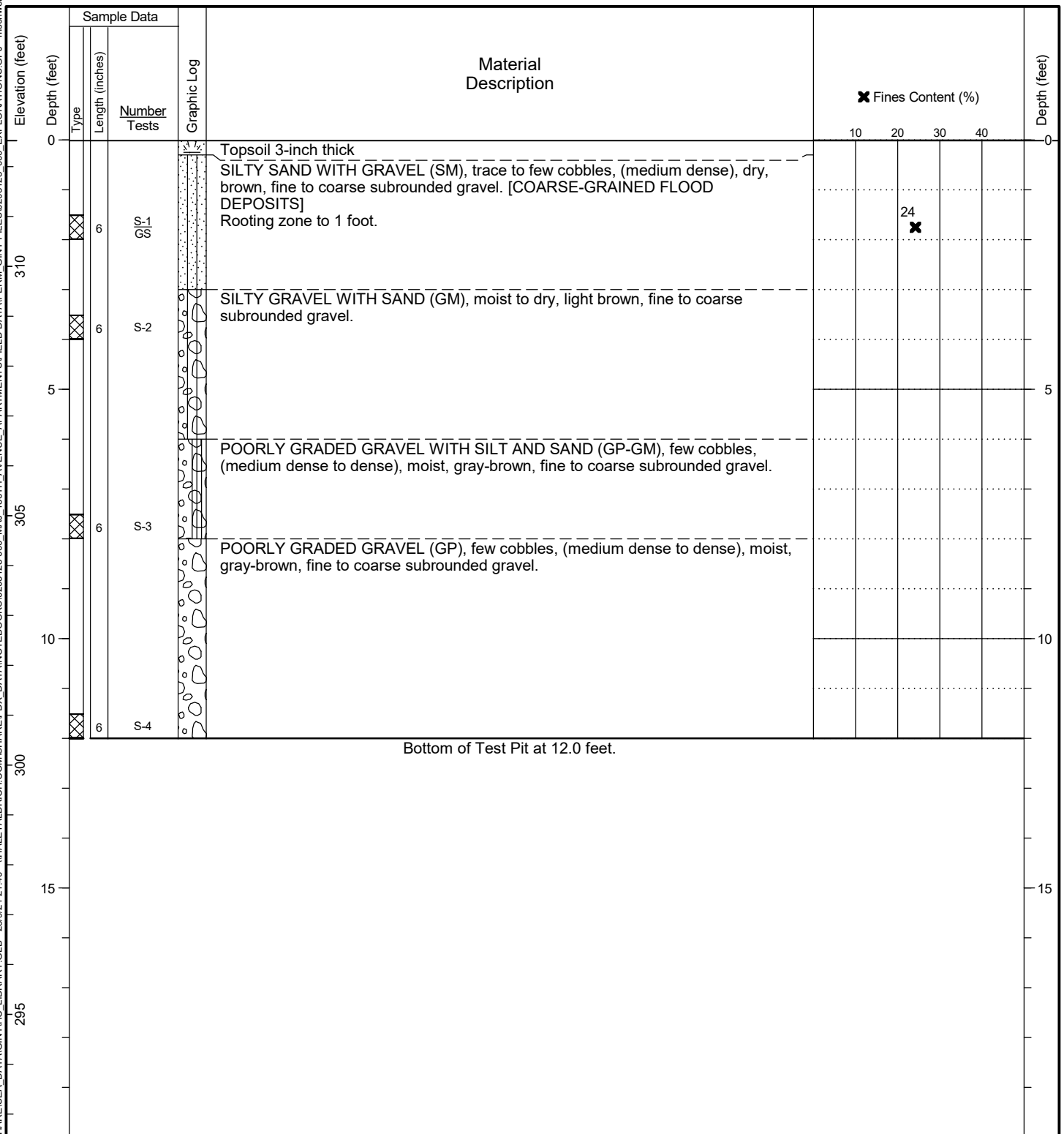


Project: 136th Avenue Apartments
Location: Vancouver, Washington
Project No.: 0203128-000

Test Pit Log
TP-10

Figure **A-11**
Sheet **1 of 1**

Date Started: 08/12/2021	Date Completed: 08/12/2021	Contractor/Crew: Dan J. Fischer Excavating, Inc.
Logged by: M. Parks	Checked by: R. Rosenberg	Rig Model/Type: Mini excavator
Location: Lat: 45.622387 Long: -122.533414 (WGS 84)		Total Depth: 12 feet
Ground Surface Elevation: 312.53 feet (NAVD 88)		Depth to Seepage: Not Encountered
Comments:		



General Notes:

1. Refer to Figure A-1 for explanation of descriptions and symbols.
2. Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
3. USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
4. Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
5. Location and ground surface elevations are approximate.

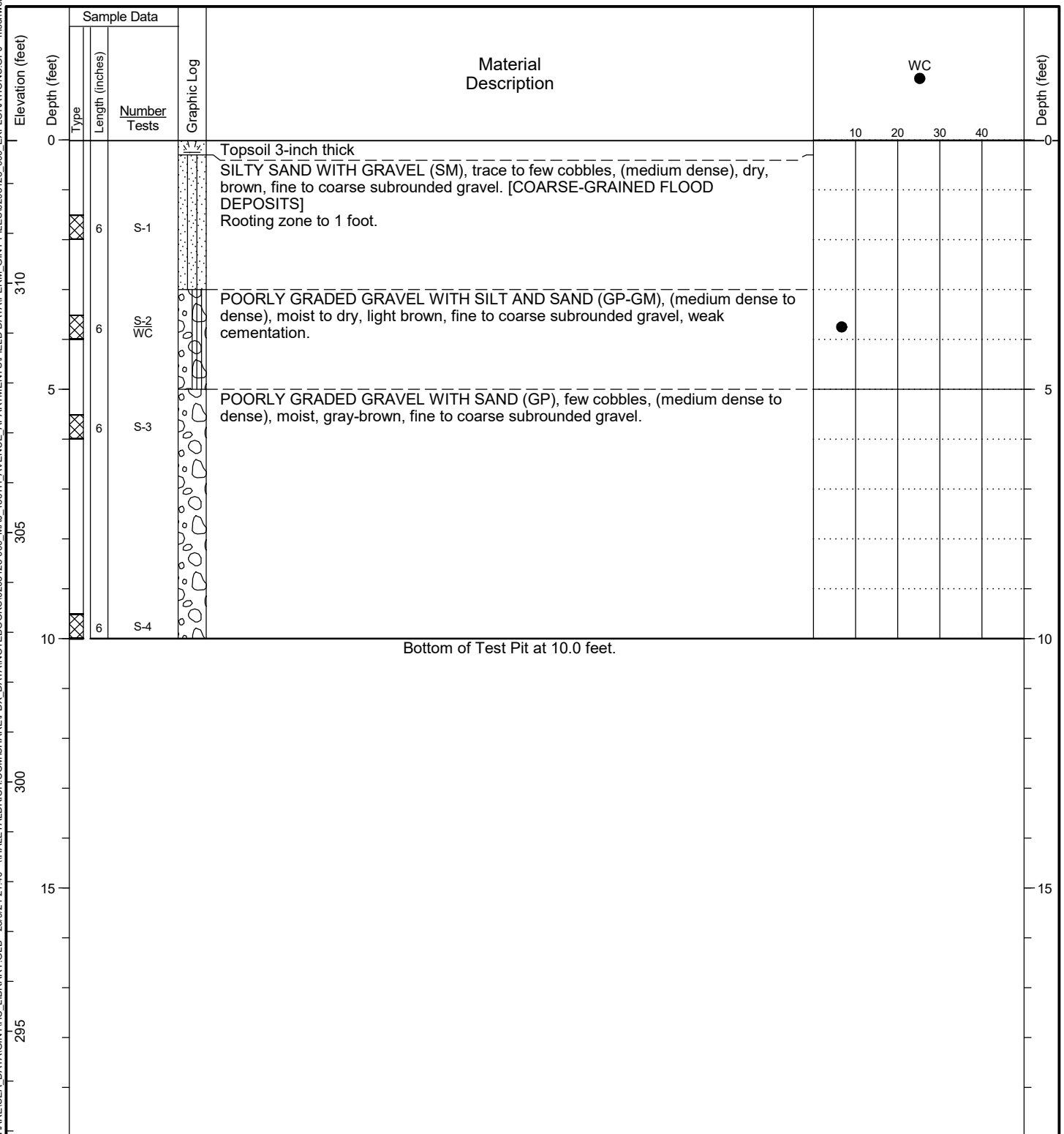


Project: 136th Avenue Apartments
Location: Vancouver, Washington
Project No.: 0203128-000

Test Pit Log
TP-11

Figure **A-12**
Sheet **1 of 1**

Date Started: 08/12/2021	Date Completed: 08/12/2021	Contractor/Crew: Dan J. Fischer Excavating, Inc.
Logged by: M. Parks	Checked by: R. Rosenberg	Rig Model/Type: Mini excavator
Location: Lat: 45.622231 Long: -122.533577 (WGS 84)		Total Depth: 10 feet Depth to Seepage: Not Encountered
Ground Surface Elevation: 312.88 feet (NAVD 88)		
Comments:		



General Notes:

1. Refer to Figure A-1 for explanation of descriptions and symbols.
2. Material stratum lines are interpretive and actual changes may be gradual. Solid lines indicate distinct contacts and dashed lines indicate gradual or approximate contacts.
3. USCS designations are based on visual-manual identification (ASTM D 2488), unless otherwise supported by laboratory testing (ASTM D 2487).
4. Groundwater level, if indicated, is at time of drilling/excavation (ATD) or for date specified. Level may vary with time.
5. Location and ground surface elevations are approximate.



Project: 136th Avenue Apartments
Location: Vancouver, Washington
Project No.: 0203128-000

Test Pit Log
TP-12

Figure **A-13**
Sheet **1 of 1**

APPENDIX B

Laboratory Testing

APPENDIX B

LABORATORY TESTING

General

Soil samples obtained from the explorations were transported to our laboratory or delivered to Northwest Testing, Inc. of Wilsonville, Oregon and evaluated to confirm or modify field classifications, as well as to assess engineering properties of the soils encountered. Representative samples were selected for laboratory testing. The tests were performed in general accordance with the test methods of the ASTM or other applicable procedures. The test results are included in this appendix, and where noted, included on the exploration log in Appendix A. A summary of the test results is included on Figure B-1. The specific tests conducted are outlined below. (We note that the test results from Northwest Testing, Inc. have been incorporated with test results from our lab into Figures B-1 and B-2.)

Visual Classifications

Soil samples obtained from the explorations were visually classified in the field and in our geotechnical laboratory based on the Unified Soil Classification System (USCS) and ASTM classification methods. ASTM Test Method D 2488 was used to classify soils using visual and manual methods. ASTM Test Method D 2487 was used to classify soils based on laboratory test results.

Laboratory Test Results

Moisture Content

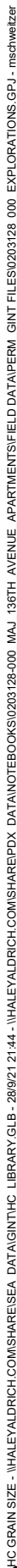
Moisture contents of samples were obtained in general accordance with ASTM Test Method D 2216. The results of the moisture content tests completed on samples from the explorations are presented on the exploration logs included in Appendix A and on Figure B-1 in this appendix.

Percent Fines

Fines content analyses were performed to determine the percentage of soils finer than the No. 200 sieve—the boundary between sand size particles and silt size particles. The tests were performed in general accordance with ASTM Test Method D 1140. The test results are indicated on the exploration logs included in Appendix A and on Figure B-1 in this appendix.

Grain Size Distribution

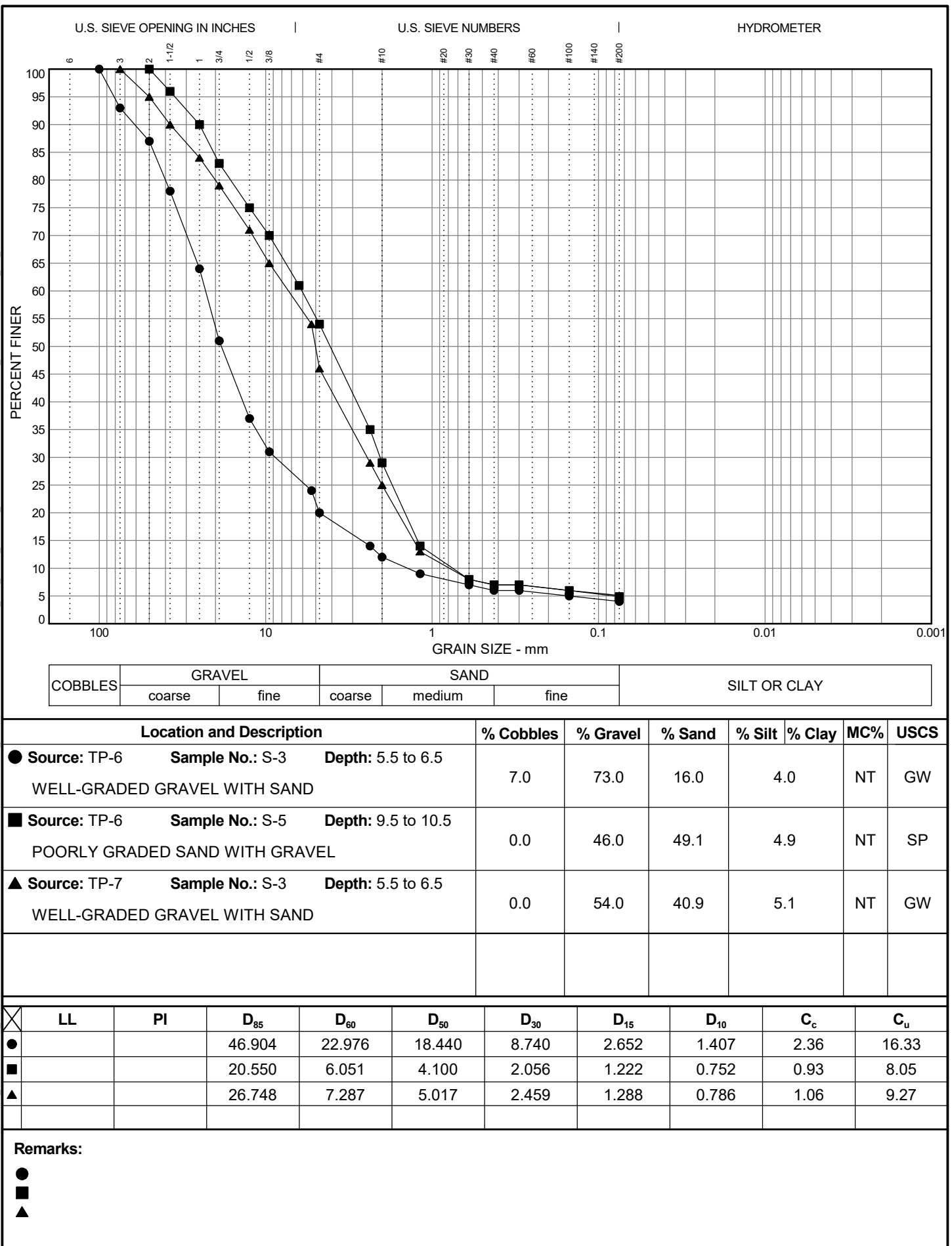
Grain size distribution analyses were conducted to determine the quantitative distribution of particle sizes in different soil samples. Fines content analyses were performed to determine the percentage of soils finer than the No. 200 sieve—the boundary between sand size particles and silt size particles. The tests were performed in general accordance with ASTM D 422, D 6913, and D 1140. The fines content test results are indicated on the exploration logs included in Appendix A. The test results are summarized on Figure B-1 in this appendix and the full grain size distribution test results are shown on Figure B-2 in this appendix.



Location and Description			% Cobbles	% Gravel	% Sand	% Silt	% Clay	MC%	USCS
● Source: TP-3	Sample No.: S-2	Depth: 3.5 to 4.0	0.0	52.9	31.6	15.6	10	GM	
SILTY GRAVEL WITH SAND									
■ Source: TP-4	Sample No.: IT-1	Depth: 4.0 to 5.0	2.0	73.0	21.2	3.8	NT	GP	
POORLY GRADED GRAVEL WITH SAND									
▲ Source: TP-5	Sample No.: S-7	Depth: 14.5 to 15.5	0.0	58.0	38.5	3.5	NT	GP	
POORLY GRADED GRAVEL WITH SAND									
◆ Source: TP-6	Sample No.: IT-4	Depth: 2.5 to 3.0	0.0	65.0	29.6	5.4	NT	GW	
WELL-GRADED GRAVEL WITH SAND									

Remarks:

HC GRAIN SIZE - \HALEYALDRICH.COM\SHAREPDX - DATA\NOTES\0203128-000 - EXPLORATIONS.GPJ - mschweitzer



MEMORANDUM

DATE: December 6, 2021

TO: MAJ Development Corporation
Attention: Ms. Brandi Ho

FROM: Daniel J. Trisler, PE
Maggie Parks, PhD

RE: **Geotechnical Report Addendum #1**
Jens Pointe North and South
Vancouver, Washington
0203128-000

CC: Olson Engineering – Peter Tuck, Mike Odren
Tiland/Schmidt Architects – Frank Schmidt, Casey Yamashita, Grant Hunter
Team Construction – Paul Hodge, Eric Lindberg



Hart Crowser, a division of Haley & Aldrich, (Hart Crowser), is pleased to submit this addendum to MAJ Development Corporation (MAJ) regarding the Jens Pointe project in Vancouver, Washington. The project has been expanded to include properties to the north and south, resulting in two additional developments: Jens Pointe North Apartments and Jens Pointe South Apartments.

This memorandum and all attachments should be considered supplemental to our geotechnical report titled "Report of Geotechnical Engineering Services, Jens Pointe, 136th Avenue Apartments, Vancouver, Washington," dated September 29, 2021 (Geotechnical Report).

Our specific scope of work for the addendum was detailed in our contract change agreement with MAJ, dated November 18, 2021, and included reviewing the updated development plan, reviewing our past report, and preparing this addendum summarizing our findings and any updated recommendations.

Project Understanding

We understand that since the Geotechnical Report was prepared, two additional, contiguous parcels (986036100 and 986036103) were combined with the original parcels (986036101, 986036102, 986036104, and 986036105) described in the Geotechnical Report, as shown on the attached Figures 1



and 2. Parcel 98603103 is currently being called the Jens Pointe North Apartments, and Parcel 986036100 as the Jens Pointe South Apartments. The combined property is generally rectangular and bordered by NE 4th Street to the north, NE 136th Avenue to the west, a commercial property to the south, and apartment buildings to the east. The parcels total approximately 8.42 acres in size.

The parcels are currently undeveloped and covered with grass. The current overall development plan we reviewed includes up to 2 four-story buildings, 7 three-story buildings, 2 two-story buildings, a three-story garage building (with overhead living space), and a one-story community center. One three-story building includes approximately 1,850 square feet of office/retail space. A total of approximately 240 apartment units will be constructed. Associated parking, landscaping, storage units, parking stalls, and common areas (including a pool at the community building) would be included in the development.

As stated in our original report, we anticipate that the buildings will be supported on shallow footings with structural loads between 3 and 5 kips/lineal foot for strip footings and up to 100 kips for column footings. Based on the level nature of the site, we anticipate that grading will be relatively minor with mass cuts and fills less than approximately 3 feet deep/thick. We anticipate that new paving will be constructed throughout the site, including asphalt drive aisles and parking stalls, and possibly concrete sidewalks and trash container pads. If feasible, stormwater will be disposed of on-site via infiltration systems.

Updated Geotechnical Findings

Hart Crowser reviewed the proposed site layout and the Geotechnical Report. Based on our review, it is our opinion that the findings, recommendations, and conclusions contained within the Geotechnical Report are applicable to the Jens Pointe North and Jens Pointe South developments. The Geotechnical Report may be used for the design of the Jens Pointe North and Jens Pointe South development, provided that the assumptions regarding structural loading and grading remain valid.

We recommend that Hart Crowser be retained to monitor construction at the site to confirm that subsurface conditions are consistent with the site explorations and to confirm that the intent of project plans and specifications relating to earthwork and foundation construction are being met. In particular, we should conduct confirmation infiltration testing at the Jens Pointe North and South parcels to confirm that similar infiltration rates are present on those parcels.



Limitations

We have prepared this addendum for the exclusive use of MAJ Development Corporation and their authorized agents for the Jens Pointe Apartments, Jens Pointe North Apartments, and Jens Pointe South Apartments in Vancouver, Washington.

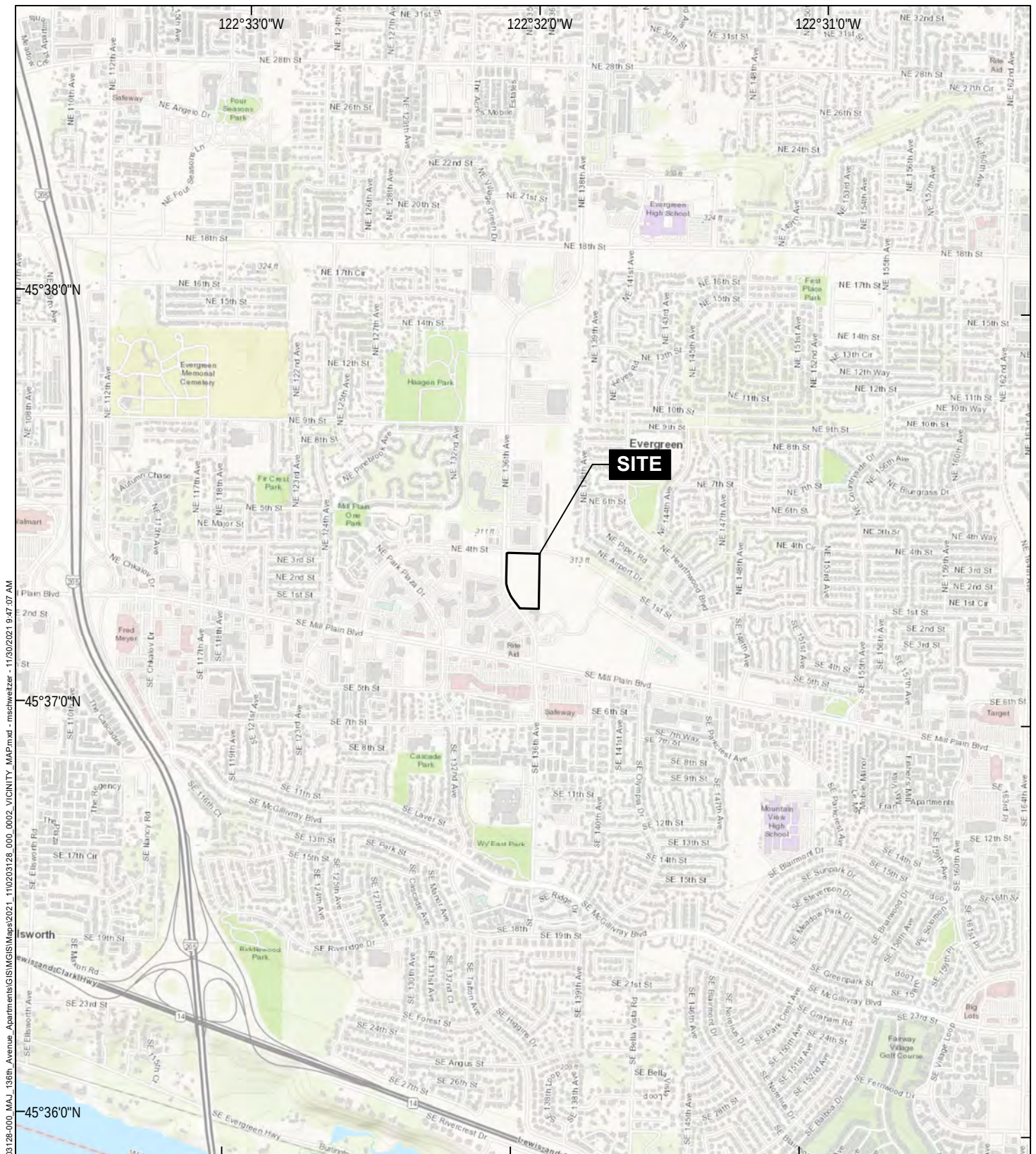
Within the limitations of scope, schedule, and budget, our services have been executed in accordance with generally accepted practices in the field of geotechnical engineering in this area at the time this memorandum was prepared. No warranty, express or implied, should be understood.

Attachments:

Figure 1 – Vicinity Map

Figure 2 –Site Plan

\\\\haleyaldrich.com\\share\\pdx_data\\Notebooks\\0203128-000_MAJ_136th_Ave_Apts-Jens_Pointe\\Deliverables\\Memos\\Jens Point North and South Addendum\\2021_1206_HCHA_Jens Point North and South Addendum Memo_F.docx



GIS: \\haleyaldrich.com\share\pdfs_data\Notebooks\0203128-000_0002_VICINITY_MAP.mxd - mschweitzer - 11/30/2021 9:47:07 AM



MAP SOURCE: ESRI
SITE COORDINATES: 45°37'20"N, 122°32'1"W

HARTCROWSER
A division of Haley & Aldrich

136TH AVENUE APARTMENTS
NE 136TH AVENUE AND NE 4TH STREET
VANCOUVER, WASHINGTON

VICINITY MAP

APPROXIMATE SCALE: 1 IN = 2000 FT
DECEMBER 2021

FIGURE 1

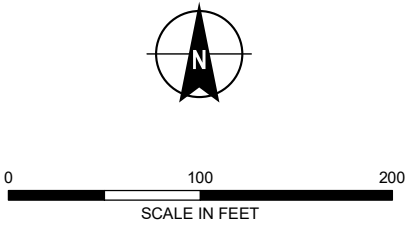
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LEGEND

- TEST PIT
- TEST PIT WITH INFILTRATION TEST
- TAX LOT
- PROJECT BOUNDARY

- NOTES**
- 1. BASE MAP SOURCE: MAJ MASTER SITE PLAN, 19 NOVEMBER 2021
 - 2. ASSESSOR PARCEL DATA SOURCE: CLARK COUNTY
 - 3. AERIAL IMAGERY SOURCE: NEARMAP, 13 APRIL 2021
 - 4. INFILTRATION TESTS COMPLETED IN PITS EXCAVATED IMMEDIATELY ADJACENT TO NUMBERED TEST PIT LOCATION.



HARTCROWSER 136TH AVENUE APARTMENTS
A division of Haley & Aldrich NE 136TH AVENUE AND NE 4TH STREET
VANCOUVER, WASHINGTON

SITE PLAN

DECEMBER 2021

FIGURE 2

Media Cartridge Filters

Media cartridge filters are passive, flow-through, stormwater treatment systems. They are comprised of one or more vaults that house rechargeable, media-filled filter cartridges. Stormwater passes through a filtering medium, which traps particulates and/or adsorb pollutants such as dissolved metals and hydrocarbons. Once filtered through the media, the treated stormwater is directed to a collection pipe or discharged into an open channel drainage way.

The filter media can be housed in cartridge filters enclosed in concrete vaults or catch basins. Structures will have vault doors or manhole lids (older designs) for maintenance access. Various types of filter media are available from system manufacturers.

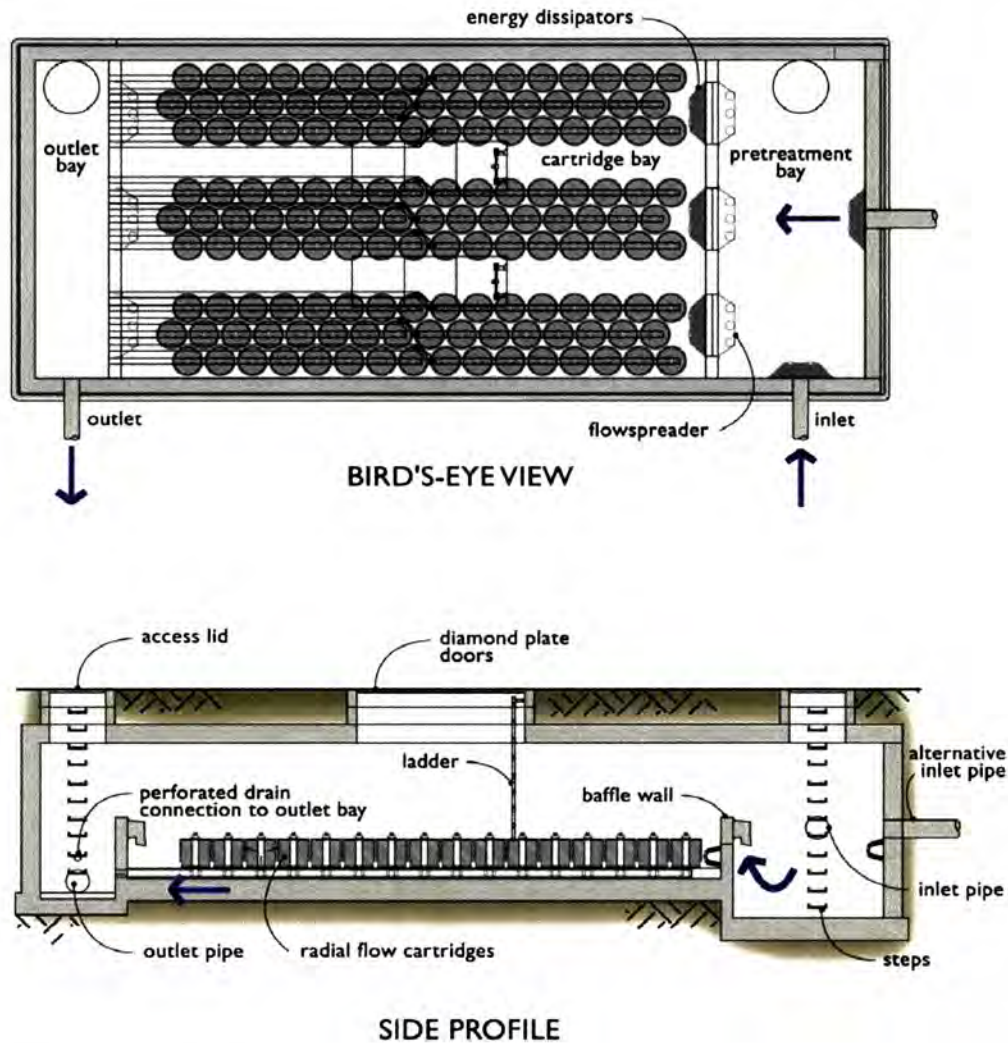
StormFilter® units are an example of a proprietary manufactured media cartridge filter system that is common in Clark County. See manufacturer's publications for additional maintenance information.

Facility objects that are typically associated with a manufactured media filter system include:

- access road or easement
- control structure/flow restrictor
- conveyance stormwater pipe



Media Cartridge Filter Vault with Accumulated Sediment



Key Operations and Maintenance Considerations

- The most common tool for cleaning media cartridge filters is a truck with a tank and vacuum hose (e.g. Vactor® truck) to remove sediment and debris from the vault.
- Media cartridge filters are enclosed spaces where harmful chemicals and vapors can accumulate. Therefore, the inspection and maintenance of these facilities should be conducted by an individual trained and certified to work in hazardous confined spaces.
- Cartridges require replacement when the individual cartridges no longer meet the specifications for pollutant removal.

Media Cartridge Filters			
Drainage System Feature	Potential Defect	Conditions When Maintenance Is Needed	Minimum Performance Standard
Note: table spans multiple pages.			
Forebay	Sediment Accumulation	Sediment accumulation exceeds 6 inches or 1/3 of available sump.	Sediment accumulation less than 6 inches.
Media Filter Vault	Sediment Accumulation on Top Media Filters (Cartridges)	Sediment depth exceeds 0.25-inches (on top of filter cartridges).	No sediment deposits which would impede permeability of the compost media. No sediment deposits on top of cartridges. (Sediment on cartridges likely indicates that cartridges are plugged and require maintenance.)
	Sediment Accumulation in Vault	Sediment depth exceeds 4 inches in chamber. Look for other indicators of clogged cartridges or overflow.	No sediment deposits in vault bottom of first chamber. Cartridges have been checked and replaced or serviced as needed.
	Trash and Debris Accumulation	Trash and debris accumulated in vault.	No trash or debris in vault.
	Sediment in Drain Pipes/Clean-Outs	When drain pipes, clean-outs, become full with sediment and/or debris.	Sediment and debris has been removed.
	Damaged Pipes	Any part of the pipes that are crushed or damaged due to corrosion and/or settlement.	Pipe repaired and/or replaced to design specifications.
	Access Cover Damaged/Not Working	Cover cannot be opened; one person cannot open the cover using normal lifting pressure; corrosion/deformation of cover.	Cover repaired or replaced to design specifications.
	Vault Structure Includes Cracks in Wall, Bottom, Damage to Frame and/or Top Slab	Cracks wider than 1/2 inch or evidence of soil particles entering the structure through the cracks, or maintenance/inspection personnel determine that the vault is not structurally sound.	Vault replaced or repairs made so that vault meets design specifications and is structurally sound.
		Cracks wider than 1/2 inch at the joint of any inlet/outlet pipe or evidence of soil particles entering through the cracks.	Vault repaired so that no cracks exist wider than 1/4 inch at the joint of the inlet/outlet pipe.
	Baffles Damaged	Baffles corroding, cracking, warping, and/or showing signs of failure as determined by maintenance/inspection person.	Baffles repaired or replaced to design specifications.
	Access Ladder Damaged	Ladder is corroded or deteriorated, not functioning properly, not securely attached to structure wall, missing rungs, cracks, and misaligned.	Ladder replaced or repaired and meets design specifications, and is safe to use as determined by inspection personnel.
Below Ground Cartridge Type	Compost Media Clogging	Drawdown of water through the media takes longer than 1 hour, and/or overflow occurs frequently.	Media cartridges have been replaced and drawdown time and overflow frequency are per design standards.

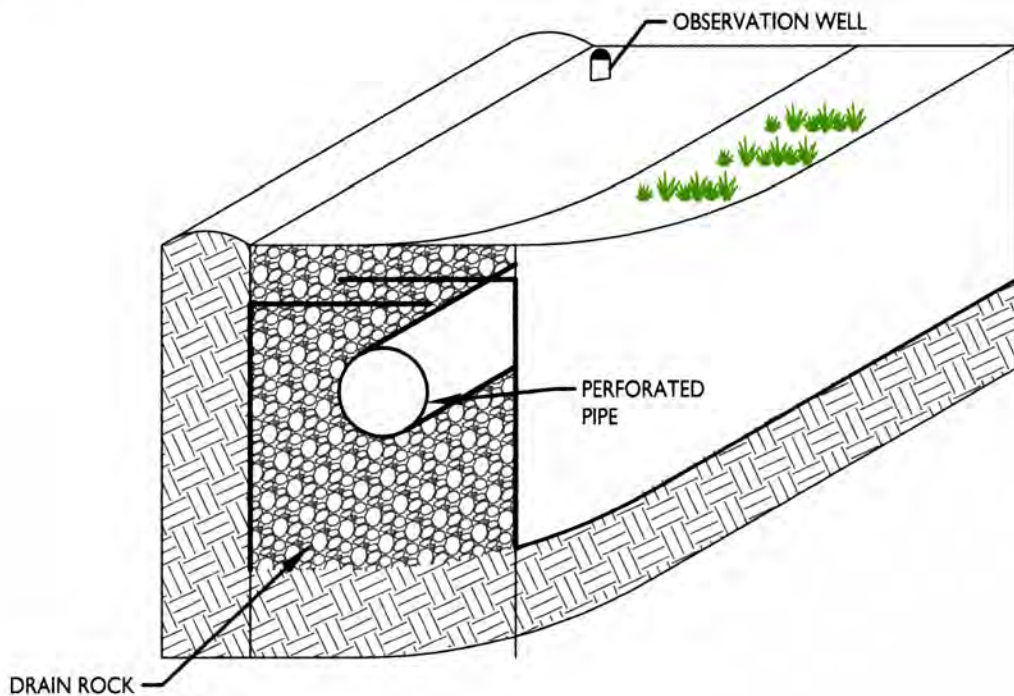
Media Cartridge Filters			
Drainage System Feature	Potential Defect	Conditions When Maintenance Is Needed	Minimum Performance Standard
Note: table spans multiple pages.			
	Short Circuiting	Flows do not properly enter filter cartridges.	Flows are properly entering filter cartridges. Cartridges have been replaced if necessary.
	Filter Cartridges Submerged	Filter vault does not drain within 24 hours following storm. Look for evidence of submergence due to backwater or excessive hydrocarbon loading.	Filter media have been checked and replaced if needed and vault drains down within 24 of a storm event. (If cartridges are plugged with oil, additional treatment or source control BMP may be needed.)

Infiltration Trench

A stormwater infiltration trench is a closed basin or an open-topped trench built by excavating below existing ground. Infiltration trenches temporarily store stormwater runoff during rain events. Infiltration trenches do not discharge to a downstream conveyance system or nearby surface water. Instead, infiltration trenches rely on the ability of the site's soils to infiltrate the stormwater into the ground.

Facility objects that are typically associated with an infiltration trench include:

- access road or easement
- fence, gate, and water quality sign
- bioswale
- sediment trap
- field inlet
- drywell



Key Operations and Maintenance Considerations

- Maintenance should be performed as indicated by routine inspections. The principal maintenance objective is to prevent clogging, which may lead to trench failure.
- Infiltration trenches and any pretreatment BMPs should be inspected after large storm events and any accumulated debris or material removed. A more thorough inspection of the trench should be conducted at least annually. Annual inspection should include monitoring the observation well (if one exists) to confirm that the trench is draining within the specified time.
- Monitor sediment buildup in the top foot of stone aggregate or the surface inlet on the same schedule as the observation well.
- Trenches with filter fabric should be inspected for sediment deposits by removing a small section of the top layer. If inspection indicates that the trench is partially or completely clogged, it should be restored to its design condition.
- The most common tools for cleaning infiltration trenches are hand tools to remove built-up sediments and the tops layers of clogged infiltration media from the trench.

Infiltration Trench			
Drainage System Feature	Potential Defect	Conditions When Maintenance Is Needed	Minimum Performance Standard
General	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants. Sheen, obvious oil or other contaminants present. • Identify and remove source, AND • Report to Clark County Clean Water Program.	No contaminants or pollutants present.
	Sediment Depth (via Surface/ Observation Well Inspection)	Sediment depth greater than one foot above stone aggregate or the surface inlet.	No sediment in infiltration trench.
	Drainage Slow	Decreased capacity that indicates slow drainage. Does not meet facility design infiltration rate. The Water Quality Design Storm Volume does not infiltrate within 48 hours. Water remains in the trench for greater than 24 hours after the end of most moderate rainfall events.	Perforated drain pipe has been cleaned and drainage rates are per design specifications. (Do not allow removed sediment and water to discharge back into the storm sewer.)



P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

Pre-Application Conference
Community & Economic Development Department

Conference Date: Thursday August 6, 2021 @ 11 a.m. (held virtually)

Case File: PRJ-167483/PIR-81614
NE 136th Street Apartments

Description: Multi-family development including 8 buildings, community building, common spaces including pool play area fitness area and dog park.

Site Location: 13611 NE 4th St.

Legal Description: Tax Lots 986036104 and 986036105, 986036101, 986036105, located in the SW Quarter of Section 26, Township 2N, Range 2E of the Willamette Meridian

Contact/Applicant: Tiland/Schmidt Architects – Casey Yamashita
16101 SW 72nd Ave. Suite 135
Portland OR 97224
503-220-8517

Property Owner: JD Properties Vancouver LLC
16420 SE McGillivray Blvd, Ste 103, PMB 249
Vancouver WA 98683

Comprehensive Plan: IND

Zoning Designation: MC-1997 (OCI current)

Case Manager: Patti McEllrath, Senior Planner 360-487-7893

Neighborhood Assoc(s): None

PROCEDURAL NOTE

The comments provided are preliminary and intended only to assist the applicant in identifying pertinent issues regarding general city of Vancouver requirements as of the date of the pre-application conference. These comments are based on a preliminary review of the information presented and/or available at the time of the pre-application conference. Any changes to the proposed development after the meeting date may void comments made in this report. These comments are in no way implied or intended to be final in their nature or inclusive of all city regulations and requirements that may apply.

Please note: All preliminary land use applications must be submitted electronically through ePlans. Go to this website for more information on submitting electronically:
<http://www.cityofvancouver.us/ced/page/eplans>.

APPLICABLE STANDARDS

The application shall include a **comprehensive** narrative addressing how the development complies with the standards outlined below, including a description of the uses proposed for the site, and a construction schedule.

Comprehensive Plan

VMC Title 11: Streets and Sidewalks

VMC Title 11.70: Concurrency

VMC Title 14.04, 14.10, and 14.16: Water and Sewers

VMC Title 14.24: Erosion Control

VMC Title 14.25: Stormwater

VMC Title 14.26: Water Resource Protection

VMC Title 16: Fire Code

VMC Title 17: Building and Construction

VMC Title 20: Zoning/Land Division/SEPA

GENERAL SITE INFORMATION:

Zoning District	MC-1997 ord. /OCI-current
Adjacent Zoning Designation	OCI to the west and south; IL to the north; MX to the east
Comprehensive Plan Designation	IND
Parcel Size	4 parcels approx. 4.6 acres (198,684 sq ft)
Adjacent Land Uses	Residential to the east; vacant to the south and west; US Postal Office to the north
Access Roads	NE 4 th Street to the north
Existing Vegetation	Grasses/weeds
Existing Structures	None
Topography	The site is generally flat
Geologic Hazards	None known
Seismic Hazard	C
Archaeology	Priority level B
Drainage Basin	Burnt Bridge Creek
Wellhead Protection	The site does not fall within a wellhead protection area
Soils	LgB – non hydric
Park Impact Fee District	C
School Impact Fee District	Evergreen

Impacted Schools	Hearthwood elementary, Cascade Middle School, Evergreen High School
Traffic Impact Fee District	Cascade
Sewer District	City of Vancouver
Water District	City of Vancouver
Fire Service	City of Vancouver
Neighborhood Association	None

KEY ISSUES

- The development site is covered by a Development Agreement (Resolution M-3117) adopted July 21, 1997, a clarifying DA document and extensions to 2032.
- Residential is only permitted in the MC zone as part of a mixed-use development, subject to mixed use development standards (VZO 20.21.306); Live/Work units do not qualify as commercial use
- Verify Lot configuration and parcels; plans and application do not match parcels as indicated in Clark County GIS
- The proposed development is subject to the 1997 Vancouver Zoning Ordinance in effect at the time the DA was adopted.
- A lot consolidation/Boundary Line Adjustment required to avoid building construction over property lines.
- Residential use not allowed on the ground floor of mixed-use buildings.

ZONING COMMENTS

Patti.mcellrath@cityofvancouver.us 360-487-7893

REQUIRED PROCESSES:

Based on the submitted materials the following processes are required to complete the proposal:

Type III Mixed Use Master Plan before the Vancouver Hearing Examiner
Site Plan
SEPA

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.

APPLICABLE TIMELINES:

Fully Complete Review

Per VMC 20.210.050.D, no later than twenty-eight (28) calendar days after receipt of the development application or request for review, the review authority shall notify the applicant as to the completeness of the application. An application shall not be deemed fully complete until all information necessary to evaluate the proposed activity, its impacts, and its compliance with the provisions of the Vancouver Municipal Code and other applicable codes and statutes has been provided to the satisfaction of the review authority.

Notice of Application

Within fourteen (14) calendar days after the date a Type III application is accepted as fully complete, the review authority shall issue a Notice of Application consistent with the requirements of Section 20.210.050.E and provide a Notice of Application to the recognized neighborhood association whose boundaries contain all or part of the site of the proposed development.

Comment Period

The review authority shall allow thirty (30) calendar days after the date of Notice of Application for individuals to submit comments.

Land Use Decision

A decision shall be made within the timelines specified by Section 20.210.050.H, and shall include:

1. A statement of the applicable criteria and standards pursuant to the Vancouver Municipal Code and other applicable law;
2. A statement of the facts as to how the application does or does not comply with applicable approval criteria; and
3. The reasons for a conclusion to approve or deny; and
4. The decision to deny or approve the application and, if approve, conditions of approval necessary to ensure the proposed development will comply with applicable law.

Following the decision there is a 14-day appeal period for the project. Once the appeal period has expired it is the applicant's responsibility to submit final engineering and planning plan sets that include any requested changes through the staff report and decision.

The applicant may submit a building application with the land use application or anytime thereafter. However, building permits will not be issued until final land use approval has been issued and the Civil Plans are approved and a signed copy is forwarded to Building Inspection services.

Civil plan applications will not be accepted until after the staff report and recommendation to the Hearing Examiner has been issued.

ZONING DISTRICT (VZO 20.21):

Per the development agreement, the parcels are zoned MC. Per the vested development agreement, Mixed Use standards may be applied to the MC zone. An applicant may request that parcels be designated with the floating mixed-use zoning classification.

DEVELOPMENT AGREEMENTS (VMC 20.250):

The subject parcels are included in several recorded development agreements. The development agreements vest the site to the zoning standards in place at the time. The proposed development will be subject to the Vancouver Zoning Ordinance effective November 4, 1997. A copy of the 1997 zoning ordinance has been uploaded to the report folder in ePlans.

BOUNDARY ADJUSTMENTS: (VMC 20.310):

Vancouver's boundary line adjustment is the required process to combine lots to create legal lots or adjust boundary lines. Applicants may consolidate parcels and complete a boundary line adjustment directly through Clark County.

MIXED USE (VZO 20.21.306) (Page 109)

The mixed-use code defines a Mixed-Use Development as follows:

A group of densely configured structures planned and developed as a single entity and containing within and/or among them a variety of complementary integrated or mutually supporting uses (such

as housing, offices, manufacturing, retail, public service or entertainment). The group as a whole must achieve physical and functional integration.

A mixed-use structure is defined as a single structure containing at least two complementary integrated or mutually supporting uses (such as housing, offices, manufacturing, retail, public service or entertainment). The structure must achieve physical and functional integration within itself.

The application must address how the proposal meets the definition and intent of the mixed-use district.

Landscaping shall meet the requirements for commercial districts set forth in Chapter 20.83.

Proposal must meet the design standards of VZO 20.21.306.

Pedestrian Access

An onsite pedestrian circulation system which links the street and the primary entrance(s) of the structure(s) on the site shall be provided. Sidewalks or pedestrian ways must connect the required pedestrian system to existing pedestrian systems on adjacent developments if adequate safety and security can be maintained. Convenient pedestrian access to transit stops shall be provided.

Mixed Use Master Plan

A master plan is required for projects which include at least two buildings. A mixed-use master plan is required for this development. The master plan must include a concept plan and a development plan. VZO 20.21.306.C.3 (page 110) outlines the requirements of the master plan and details requirements of the concept and development plan.

Per VZO 20.21.306.E (required mix of uses, page 112), a mix of uses either within a single building or on a development site must be provided. Residential uses must be provided but are not permitted on the ground floor of a mixed-use structure. The mix shall be residential and commercial, residential and industrial or residential, commercial and industrial.

Live work units do not qualify as a commercial use.

DEVELOPMENT STANDARDS VZO 20.21.304.F(MX):

Standard	Required	Existing/Proposed
Minimum lot size	2,500 SF	N/A
Minimum FAR	0.5:1	Not indicated
Minimum Residential density	12 units per acre or 55 units	128 residential units
Maximum lot coverage	85%	Not indicated
Minimum lot width	20 feet	Exceeds Minimum
Minimum lot depth	90 feet	Exceeds Minimum
Minimum setbacks		
Maximum Setback	20 feet ^b	
Front yard	10 feet	10 feet
Rear yard	10 feet	10 feet
Side yard	10 feet	5 feet *
Street side yard	10 feet	10 feet
Maximum height	65 feet	40 feet
Minimum landscaping requirement (percentage of total net area)	15%	Not indicated

^b The maximum setback shall be 20 feet excluding any recesses for building entries service residential units EXCEPT a maximum setback of 35 feet is permitted for up to 50% of the primary building facade only if the following criteria are met:

(1) A public plaza courtyard artwork kiosk or information center or transit stop and shelter of at least 15 feet in depth is provided between the public right of way and the building on at least one frontage; AND

(2) Parking is not provided between the public right of way and the building.

ARCHAEOLOGICAL RESOURCE PROTECTION (VZO 20.99):

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, **no predetermination will be required.** However, if any cultural or historical resources are discovered during construction activity, construction shall cease until a qualified archaeologist assesses the find. This application will contact all applicable authorities.

TREE CONSERVATION (VZO 20.96):

The purpose of this ordinance is to establish a process and standards to provide for the protection, preservation, replacement, proper maintenance and use of trees, associated vegetation and woodlands located within the City of Vancouver.

A Level V Tree Plan is required. If trees on abutting properties are close enough to be impacted by the development, locate, describe, and show the critical root zones of these abutting trees so that a determination can be made whether or not the trees will be adversely impacted by the development. Tree density calculations are required to be placed on the plans. A tree density of 30 tree units per acre is required. Based on a 4.6-acre site, **138 tree units are required.**

Tree protection measures shall be shown on the grading and erosion control plans.

Per VZO 20.96.104.C, the tree maintenance requirements shall apply in perpetuity to developments that are multi-family residential developments in excess of four units, commercial and industrial. The applicant shall execute a covenant in a form agreeable to the City which shall require that the applicant and his successors comply with the maintenance requirement imposed by this section. The covenant shall be binding on successor property owners and owners' associations. The covenant shall be recorded by the county auditor.

URBAN FORESTRY – TREE CONSERVATION

Vancouver's Urban Forestry Management Plan which was adopted as part of the City's Comprehensive Plan set a tree canopy goal of 28%. Vancouver's overall tree canopy has dropped from 46% to 18% in the last 50 years. Every parcel and development is a contributing piece to reach, meet and exceed this city wide tree canopy goal.

Per VMC20.770.010 A7. Implement the goals and objectives of Low Impact Development (LID) from the Washington State Department of Ecology as required in the Western Washington Phase II Municipal Stormwater Permit. LID shall be the preferred and commonly -used approach to site development. Projects shall be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations.

Design project to minimize native vegetation loss to the maximum extent feasible. This requires examining multiple design options to minimize native vegetation loss.

Existing trees, vegetation and soils are critical elements of the environment. Mature trees provide a greater amount of biomass than newly planted trees, contributing to shading of pavements and improving air and water quality. Trees are part of the City's history and character. Protection, care and maintenance is required as part of construction activities and permit requirements of this Project.

Level V Tree, Vegetation and Soil Plan is required. The assistance of a qualified arborist is required to develop this plan. The project shall protect existing trees, vegetation and soils and incorporate them into Tree, Vegetation and Soil Plan. This includes evaluation of trees, vegetation and existing soils and incorporating these existing resources into the design of the project.

Retain, protect and incorporate Douglas firs and Western Red Cedars on site and Oaks in the right of way.

Per VMC. 20.770.070 B. 1. When there are feasible and prudent location alternatives on site for proposed building structures or other site improvements, existing native vegetation and trees are to be preserved, even if the minimum tree density is exceeded. This may require site redesign including, but not limited to: redesign of streets, sidewalks, stormwater facilities, utilities; changing the shape and size of the parking lot; reducing or limiting proposed site grading; and changing the locations of buildings or building lots. Provided, where necessary, density transfer areas per VMC 20.940 may be used to ensure protection and retention of trees. **The City can and will require site redesign if the existing trees and vegetation are not incorporated into the design of this Project.**

Additionally, since nearby trees on abutting properties to the south and east may be close enough to be impacted by the development, the applicant shall locate, describe, and show the critical root zones of these abutting trees so that a determination can be made whether or not the trees will be adversely impacted by the development.

To meet density, reserve appropriate space to plant a mix of Incense Cedars and Douglas firs 15-20 feet on center in groupings and 20 feet from existing trees throughout development to create a ridge line that reflects the Northwest landscape. Limit Western Red Cedars due to drought/climate stress. Create greenway corridors through tree canopy connecting this development to and across adjacent properties. Per VMC: Replacement trees shall optimize tree diversity; include native species and at least 60% conifers; utilize insect and disease resistant trees. **Include native evergreen calculation of 60% with tree density calculations.** Per VMC: Spacing of trees to be planted shall be such that it provides for the eventual mature size of the trees. Keep trees 10 feet from buildings to provide enough root space for trees to mature.

Include tree, vegetation and soil protection measures, standards and details on Grading Plan and Tree, Vegetation and Soil Plan. This shall include soil quality requirements per BMP T5.13 Post Construction Soil Quality and Depth for all areas subject to clearing and grading that have not been covered by impervious surface, incorporated into a drainage facility or engineered as structural fill or slope. The Tree, Vegetation and Soil Plan is also required as part of the Storm Water Site Plan (refer to Stormwater Section of preapp).

Explore options to manage and treat storm water using Silva Cell technology so that the project does not have to set aside land for storm water and to reduce future maintenance.

Plant shade trees and conifers to maximize shade in parking area off approved list such as European Hornbeam (*Carpinus betulus*), Wildfire Black Tupelo (*Nyssa sylvatica* 'Wildfire') Frontier

Elm (Ulmus 'Frontier) or Oregon White Oaks (Quercus garryanna), Incense Cedars, and Douglas firs.

Direct questions to:

Jesse Batty | Urban Forestry Specialist He/Him
ISA Certified Arborist Municipal Specialist NE-6421AM
Qualified Tree Risk Assessor
360-487-8327 or jesse.batty@cityofvancouver.us

SEPA REGULATIONS (VMC 20.790):

The State Environmental Policy Act, Chapter 43.21C RCW, is intended to ensure that environmental values are considered by state and local government officials when making decisions. The primary purpose of SEPA is to evaluate the environmental impacts of a proposed project and identify methods to reduce the impacts. **A SEPA review of this proposal will be required.**

IMPACT FEES (VMC 20.915):

Impact fees are calculated at the time of building permit issuance **not pre-application**. Currently impact fees are calculated as follows:

Transportation impact fees will be required prior to issuance of building permits. The project is located within the Cascade Subarea which requires \$201 per trip. Transportation impact fees will be determined based on the trip generation report submitted with the application. The following is the formula for calculating the transportation impact fee:

$$\text{TIF} = \text{Average Daily Trips} \times \$201 \times .85$$

School Impact Fees are assessed per multi-family unit. The site is located in the Evergreen School District, which is \$3,753 per apartment.

Park Impact Fees are assessed per apartment. The site is located in service area C, which is \$2,060 per apartment.

PARKING and LOADING (VZO 20.81):

Per Table 20.81.320, three or more family residential housing must provide 1.5 parking spaces per dwelling unit. Commercial space use has not been identified; minimum parking will be based on type of use. Fractional space requirements of up to 0.5 shall be rounded down to the next whole number.

A total of 192 parking space are required based on a total build out of 128 multi-family units. The MX zone limits the **maximum number of parking spaces to 125% of the required spaces.**

Per VMC 20.81.420, the minimum parking space dimensions are as follows:

1. Standard Size: Width = 9 feet, Depth = 18 feet
2. Compact Size: Width = 8 feet, Depth = 14 feet

(Up to one half of required spaces may be compact sizes with the exception of temporary lots, in which case there is no limit as to the proportion of compact size spaces.)

No parking shall be allowed within setbacks or required yards.

The required number of accessible and van accessible parking spaces shall comply with IBC Section 1106 and WAC 51-50-1106.

SIGNS (VMC 20.960):

No signs are proposed at this time. Future proposals must adhere to the standards found at VMC 20.960.

SOLID WASTE/RECYCLING

Julie.gilbertson@cityofvancouver.us 360-487-7162

The proposed NE 136th Apartments with 128 multifamily units will need to plan for solid waste, per VMC 20.970. Requirements and considerations noted below. Preliminary plans show three uniform enclosures located throughout the site in addition to a dedicated enclosure for building G's 16 units.

Multifamily Solid Waste Storage Volume

Applicants are required to use the methodology described in **VMC 20.970.030(D)(1)** to calculate proposed development's solid waste storage needs for the multifamily portion of the building. Calculations for the total volume of storage needed for each waste stream noted below.

# Units		Total weekly storage volume	Waste Stream
128 UNITS (proposed)	x 32 gallons =	4,096 gallons / ~20.3 cubic yards <i>Equivalent of four 3-yd garbage dumpsters picked up twice weekly.</i>	Garbage
128 UNITS (proposed)	x 48 gallons =	6,144 gallons / ~30.4 cubic yards <i>Equivalent of four wheeled 4-yard cardboard/mixed recycling dumpsters picked up twice weekly.</i>	Mixed recycling
128 UNITS (proposed)	x 8 gallons =	1024 gallons <i>Equivalent of eight 64-gal glass carts picked up twice weekly.</i>	Glass

Note: Approx. 202 gallons = 1 cubic yard

Enclosure Access, Locations and Size Requirements

- Property owners/managers must provide convenient recycling locations accessible to residents. Per **VMC 20.970.030(D)(1)**, maximum distance from residential unit to the closest garbage/recycling room shall be no more than 150 feet. Vertical distance can be included in the 150' distance requirements.
- Multifamily complexes typically use 95-gallon carts for mixed recycling storage; carts have a footprint of approximately 4' x 4' each. Complexes larger than 20 units are required to include space for a cardboard container; approximately 8.6' x 5' and typically 3 to 4-yards in capacity (606-808 gallons equivalent).

- Recycling containers/roll carts should be located with garbage containers to improve recycling convenience and participation.
- Per **VMC 20.970.040(B)(3)**, exterior enclosures should have a smaller gate or entrance for residents.
- Per **VMC 20.970.040(A)(6)**, enclosures can be relocated to parking spaces so long as parking requirements are met, refer to VMC 20.945 for minimum parking space requirements.
- Carts or containers shall not be visible from the public street or stored in the right of way.
- While there is currently no requirement to cover all solid waste enclosures, each project is considered on a case by case basis and covering the enclosure may be required. Catch basins designed within trash enclosures shall not connect to the storm drain system. Depending on the type of collection equipment used, additional spill prevention factors may be required.

Collection Access

- Collection trucks will need to safely circulate the development; the largest trucks are recycling trucks, which are 34.5' long with a turning radius of approximately 35'. AutoTurn templates for these trucks are available for download from the city's website; <https://www.cityofvancouver.us/publicworks/page/truck-turning-radius>, consult solid waste staff for which truck template to use. If you require the truck dimensions in another format, please contact staff.
- Solid Waste and the City's contracted hauler, Waste Connections' have provided the following guidelines for solid waste collection equipment and containers.
- **Recommend the space needed by receptacle type:** recycle/glass/food waste cart: 4' x 4' each, stationary dumpsters (larger than 4 yards capacity): 8.6' x 8', moveable 'wheeled' dumpsters (4 yards or smaller capacity): 8.6' x 5'.
- **Stationary dumpsters:** Waste Connections also recommends a 55' clear approach to stationary dumpsters. Waste Connections requires 80' of direct approach when accessing/servicing stationary roll-off compactor units.
- **Stationary, roll-off compactors:** The service provider will need a 80' direct approach with a minimum width of 12' clearance when accessing any roll-off boxes or stationary compactors. If planning for a compactor for a development, connect with Solid Waste and the service provider Waste Connections to assure desired unit(s) are compatible with collection vehicles.

Recommendations Specific to this Proposal

- The site layout and designs appear to provide adequate access for collection vehicles; however the enclosure location for Building G appears challenging for a truck to access. Locating Building G's enclosure nearer to the interior street will improve truck servicing and limit the need to back in or out when servicing the receptacles inside the enclosure.
- The applicant is responsible for assuring the location of the proposed enclosure facilities does not exceed 150' from the ground floor entrances of the proposed buildings.
- The site appears to have adequate enclosure facilities and satisfies the storage volume requirements. Designs appear sufficient, each enclosure is recommended to be sized to fit one wheeled dumpster for garbage, one wheeled dumpster for cardboard/recycling, two carts for glass and an optional space cart for mixed recycling and optional cart for food waste.
- To satisfy storage volume requirements, solid waste recommends planning space for

- Enclosures should have a smaller gate or walkway for tenants to get in and move between with considerations for ADA needs. The service gate (separate from tenant access) should be a minimum of 6' wide, 8-10' may be preferred by the hauler.

Include the following on Future Site/Enclosure Plans:

- **Exterior solid waste areas should continue to be noted on site plans, continue to illustrate the number and types of carts and dumpsters intended to fit within the designated area.** The receptacles shown within enclosure area(s) is encouraged to be based on the following footprints for Waste Connections receptacles: a cart: 4'x4', a wheeled dumpster: 8.6' x 5' and a stationary dumpster: 8.6' x 8'.
- Enclosure service gates (separate from a person gate or access) should be a minimum of 6' wide, 8-10' may be preferred by the haulers.
- On construction plans for the enclosures, ensure there's a note about drilling holes into the ground for securing the cane bolts from the service gates when in the open and closed positions. Allow for the gate to open to the fullest extent possible, 90 degrees or greater.

GENERAL ENGINEERING

Public improvements are typically required for a new development. One or more engineering disciplines usually require Civil Plans. *Preliminary* and *Full Civil Plans* shall be stamped by a Washington State licensed civil engineer.

In the standard permit review process, the land use approval usually precedes the civil plan review process. **Streamlined projects in the alternative 90-day review process require Full Civil Plans with the initial land use application to start the civil plan review process.** For land use approval only, *Preliminary Civil Plans* are sufficient to show whether it is feasible for a project to meet engineering requirements. *Preliminary Civil Plans* to be uploaded include conceptual drawings and preliminary engineering reports. Depending on the project, *Preliminary Civil Plans* may or may not need all the items listed below for Civil Plans. The purpose of *Preliminary Civil Plans* is to provide City engineers enough information to make a fully complete determination, meaning the application contains sufficient information to make a land use decision of approval, approved with conditions or denial. It does not mean that the application meets applicable standards. Refer to each engineering discipline's section within this document and, if needed, contact the engineer assigned to determine *Preliminary Civil Plan* requirements for a fully complete application. The engineer assigned for each discipline is listed at the top of each section.

After the fully complete review process, City staff documents findings and requirements for the proposed project within a staff report. The applicant's next step is to follow the staff report requirements and if required start the civil plan review process by uploading *Full Civil Plans* with engineering reports. *Full Civil Plans* shall provide an engineering design which is 90% complete with all necessary plans, profiles, cut sections, details and reports.

The civil plan review process is a comprehensive engineering review process in which *Full Civil Plans* are submitted to the City, redlined by City staff and returned to the applicant for revision. Civil Plans for a typical development include the following:

- Cover Sheet
- Existing Conditions Plan
- Site Plan and/or Preliminary Plat
- Tree/Landscape Plan

- Grading and Erosion Control Plan
- Stormwater Plan
- Water/Sewer Plan
- Street Design Plan (per Transportation's Standard Drafting Requirements)
- Signing and Striping Plan
- Street Lighting Plan
- Stormwater Report
- Traffic Study
- Trip Generation and Distribution Report
- Trip Compliance Letter
- Trip Generation Letter
- Road Modification Request

The civil plan review process is repeated until the Civil Plans meet all applicable standards upon which *Final Civil Plans* are requested. *Final Civil Plans* receive conditional approval for construction. Conditions of approval for the proposed project will be determined by City staff and thoroughly outlined in a 'Plan Approval Letter (PAL)' addressed to the applicant. After *Final Civil Plan* approval occurs, the conditions outlined in the 'PAL' must be met by the applicant in order to obtain final acceptance, occupancy and/or final plat approval. Conditions for a typical development are listed below:

- ✓ Obtain all construction permits such as a grading permit, right of way permit, and an approved traffic control plan prior to the start of construction.
- ✓ Schedule and attend a preconstruction meeting with Construction Services.
- ✓ Construct the civil improvements and obtain a written 'Completion of Construction' from City inspection.
- ✓ Ensure erosion control measures are in place and functioning properly.
- ✓ Submit engineering stamped as-built drawings and CAD file of utilities and transportation improvements for review and approval.
- ✓ Submit a utility costs and quantities breakdown.
- ✓ Execute and submit all necessary documents for recording such as; public utility easements, utility covenants, deeds of dedication, and bills of sale.
- ✓ Obtain and submit street and stormwater maintenance bonds.
- ✓ Pay all applicable sewer and/or water main fees.
- ✓ Other conditions will apply depending on the project.

Written 'Final Acceptance' of the constructed public improvements will be granted only after all conditions listed in the 'Plan Approval Letter' are met.

Sanitary sewer and water System Development Charges (SDC) are collected prior to issuing a water meter and building occupancy. Sewer and water connection fee estimates are provided by the engineering counter upon request, (360) 487-7804.

References:

The design and construction of water, sewer, erosion control and stormwater systems shall be in accordance with the current *City's General Requirements and Details for the Design and Construction of Water, Sanitary Sewer, and Surface Water Systems*; available online at www.cityofvancouver.us on the Building, Planning & Environment tab under Engineering Review.

Transportation development information and details are available online at www.cityofvancouver.us on the Building, Planning, & Environment tab under Transportation Development Review.

The standard detail sheets may be omitted from the design plans by referencing the General Requirements on the civil plan cover sheet, using the 'Standard Detail Waiver Note' found on the City website under the same headings as the General Requirements listed above.

The Vancouver Municipal Code is available online at www.cityofvancouver.us on the City Government tab under Municipal Code.

Engineering Checklists:

- [CED Engineering](#)
- [Sewer](#)
- [Stormwater/Erosion Control](#)
- [Hydrology Report](#)
- [Transportation](#)
- [Water](#)

TRANSPORTATION

Jennifer.patrick@cityofvancouver.us 360-487-7720

Complete Streets

- The City of Vancouver is committed to developing a safe, accessible transportation system that serves people of all ages and abilities, regardless of what modes they use to travel. The City's Complete Streets Policy applies to all private and public projects that impact the transportation system, as an opportunity to improve the street system for everyone. The Complete Streets Policy is available at https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/page/28931/complete_streets_policy_-_ord._exhibit_a.pdf (see Policy sections 2.6 and 2.7 for application to all projects). The proposed development shall consider complete streets principles as described in the City's Complete Streets Policy as part of the project planning, design, and implementation. Please contact Senior Transportation Planner Anna Dearman with questions on how to apply the City's Complete Streets Policy: anna.dearman@cityofvancouver.us / 360-487-7738.

NE 136th Avenue

- NE 136th Avenue is designated a Minor Arterial which requires a minimum 50 feet half-width right-of-way and 35 feet paved street half-width per City Standard Plan T10-08. If the existing right-of-way is substandard, right-of-way dedication will be required. **Showing the right-of-way dimension on the preliminary and civil plans is a Fully Complete item.**
- The existing road along the property frontage of NE 136th Avenue includes asphalt roadway, curb, gutter, detached sidewalks, ADA ramps, and storm drainage.
- The applicant shall install a City of Vancouver standard driveway approach along NE 136th Avenue. **The driveway shall be constructed in a location that has been agreed upon per the Development Agreement and shall be constructed per City Standard Plan T01-07.**
- **The applicant shall repair the sidewalk deficiencies along the project frontage to ensure ADA compliance. For questions regarding the repairs that are required to be made contact the Operations Department at sidewalks@cityofvancouver.us.**

- Commercial driveway width off an arterial is 25 feet to 40 feet at the bottom of the ramp per VMC 11.80.110(A)(3).
- The applicant must demonstrate and maintain minimum sight distance at the proposed access, per City Standard Plan T04-03, based on an assumed 85th percentile design speed of 40mph.
- The existing pedestrian ramp at the SE corner of NE 136th Avenue and NE 4th Street shall meet current ADA standards per VMC 11.80.070 (D). The applicant shall provide elevations, slopes, and dimensions on the plans for all existing ramps to demonstrate ADA compliance.
- Trenching shall be restored per T05-04 A&B and T05-06 A&B (CDF). Asphalt restoration shall meet T05-01 B and T05-07. A single continuous width restoration is required.

NE 4th Street

- NE 4th Street is designated a Minor Arterial which requires a minimum 35 feet half-width right-of-way and 23 feet paved street half-width per City Standard Plan T10-12. If the existing right-of-way is substandard, right-of-way dedication will be required. **Showing the right-of-way dimension on the preliminary and civil plans is a Fully Complete item.**
- The existing road along the property frontage of NE 4th Street includes asphalt roadway, curb, gutter, attached sidewalks, ADA ramps, street lighting, and storm drainage.
- The applicant proposes to utilize the existing driveway approach along NE 4th Street. **The driveway location has been agreed upon per the Development Agreement.**
- **The applicant shall repair the sidewalk deficiencies along the project frontage to ensure ADA compliance. For questions regarding the repairs that are required to be made contact the Operations Department at sidewalks@cityofvancouver.us.**
- Commercial driveway width off an arterial is 25 feet to 40 feet at the bottom of the ramp per VMC 11.80.110(A)(3).
- Trenching shall be restored per T05-04 A&B and T05-06 A&B (CDF). Asphalt restoration shall meet T05-01 B and T05-07. A single continuous width restoration is required.

Both Streets

- **Signing and striping plans are required even if the applicant isn't proposing any new striping in the Public Right of Way. If no new striping is proposed the plan shall demonstrate what exists.**
- The City of Vancouver views bicycle use as a viable mode of transportation. In order to facilitate bicycle use, the city requests the incorporation of bicycle parking into site design to provide a place for someone to securely store their bike. Bicycle parking design standards are outlined in VMC 20.945.050.

City staff welcomes the opportunity to work with the applicant to provide bicycle parking with this project. For more information on bicycle facilities, please contact Senior Transportation Planner Anna Dearman at (360) 487-7738 or anna.dearman@cityofvancouver.us.

- Road Modifications shall meet the requirements of VMC 11.80.160 and be submitted with the governing application. **Road Modification submittal is a Fully Complete item.**

General Transportation Comments

- **Full-width and half-width street sections are required with all civil plan submittals.** The sections shall reference the standard plan number and include site specific soil types. The sections shall indicate full-width right-of-way and pavement dimensions in addition to the proposed improvements.
- Street Cut Permits shall be required anytime street cut work is performed in the right-of-way. Street Cut Permits shall be obtained from Engineering Services at Development Review at 487-7804.
- Street signing and striping shall be installed by the Developer. All street signs and striping shall be installed per the MUTCD. **A signing and striping plan shall be included in the civil plans as directed by the Traffic Department.**
- ADA compliant pedestrian ramps per VMC 11.80.070 shall be placed at all intersections and where pedestrian crossing will occur. New ADA regulations require the use of truncated domes for all ramps as follows:

<u>LOCATIONS</u>	<u>COLORS</u>
All Brick Ramps	White
Streets with a majority of residential frontage and infill developments	Brick Red
Non-residential arterial streets and new residential development	Safety Yellow

- Transportation review and inspection fees will be collected prior to civil engineering plan approval.

Sight Distance and Vision Clearance Triangles

- Public and private streets, public alleyways, controlled and uncontrolled intersections and driveways shall comply with the sight distance requirements of VMC 11.80.140 and the current version of *A Policy on Geometric Design of Highways and Streets (AASHTO)*. A sight distance analysis shall be provided in the applicant's traffic study or in a document for projects that do not require a traffic study.
- Vision clearance requirements shall be met per VMC 20.985 and City Standard Plan T04-04.
- *Vision clearance shall also be demonstrated on the site plan, plat, landscape plans and civil plans.*

Traffic Signal and Interconnect Design

- The developer shall consider measures that provide un-interrupted and full operation of the traffic signal(s) located the intersection of NE 136th Avenue and NE 4th Street at all times during the construction of the project. These measures shall include vehicle detections and pedestrian movements on all approaches in a way that normal operation continues; for instance installation of video detection before loop detections are severed. The developer shall coordinate with City of Vancouver's inspectors for traffic signal modifications and/or any other activity that would impact the normal operation of the City's traffic system as part of the temporary traffic control. **All damaged loop detections shall be replaced within 48 hours unless otherwise approved by the City of Vancouver's inspector or traffic engineer.**
- A Public Disclosure Request (PDR) is required to be submitted to request signal timing data. The PDR form is located at <https://www.cityofvancouver.us/fms/page/public-records>

Parking and Circulation

- Per VMC 20.945.40(A). Review Authority. Parking lot design and drainage shall be subject to review and approval of the City Transportation Manager.
- At the time of application, the applicant shall submit turning movement diagrams to and through all access points, drive aisles and turnarounds utilizing the largest vehicle template anticipated.
- Pedestrian access to the fronting arterial roadway shall meet the requirements of VMC 20.945.040 (H) and VMC 20.914.020 (7).

Civil Plans

- Civil Plans will be required to be submitted for Transportation.

Contact

- For additional information or questions, please contact Eric Hahn at (360) 487-7702 or via email at Eric.Hahn@cityofvancouver.us.

Standard Details and Procedural information

- **The City of Vancouver recently completed an update to the Vancouver Municipal Code, Title 11, Streets and Sidewalks. These changes took effect as of November 15, 2012 and will be applied to all new applications submitted thereafter. The revised Title 11 sections can be found at the following link:**
<http://www.cityofvancouver.us/vmc?tid=325&throbber=1>
- The City of Vancouver has revised standard details effective July 1, 2019. **The latest standard details may be referenced as part of the Transportation General Notes; with the exception of street standard plan cross-sections. Standard plan cross-sections must appear on the civil plans.** The files are available on the City of Vancouver web site:
<http://www.cityofvancouver.us/publicworks/page/transportation-development-review-and-capital-standard-plans-details>

CONCURRENCY**Jennifer.patrick@cityofvancouver.us 360-487-7720**

- The proposed development is within the following Transportation Management Zone (TMZ) and Transportation Analysis Zone (TAZ):

TAZ #268**Corridor/TMZ****Limits of Corridor**

136 th Avenue	Mill Plain to 28 th Street
Mill Plain	136 th Avenue to 164 th Avenue
Mill Plain	I-205 to 136 th Avenue

- **The City of Vancouver has adopted the 10th Edition of the ITE Manual. The applicant should utilize the 10th Edition for the trip generation in the Trip Generation and Distribution Report and/or Traffic Study.**
 - **Use the weighted average rate given in the ITE Trip Generation Manual to calculate trip generation for the ADT.**
 - **Use the methodology described in the ITE Trip Generation Handbook¹ to calculate trip generation for AM and PM peak hour trips.**
 - ¹ For AM & PM peak hour trips use the methodology described in the ITE Trip Generation Handbook, Second Edition, June 2004, Chapter 3, Guidelines for Estimating Trip Generation and including Figure 3.1 Recommended Procedure for Selecting Between Trip Generation Average Rates and Equations.
- **The property is subject to a Development Agreement (DA) between the City and the Haagen Family Trust, which was most recently approved by the City Council in March 2012. The DA includes weekday PM Peak Hour trip vesting for the subject development. Pursuant to the provisions of the DA, the applicant need only to submit a trip generation report demonstrating that the trips associated with the proposed development are within the number of vested trips contained within the DA.**
- Based on the initial information, the proposed project is required to meet the requirements of VMC 11.70 and 11.80.080 (B)(1).
- For developments generating 5 or more net new PM peak hour trips, the applicant is required to submit trip generation and distribution for the proposed development and to list the number of PM peak trips entering each of the concurrency corridors in table format. See Table 1 below for the list of corridors.
- The Trip Generation and Distribution Report shall include, but is not limited to, the following information:
 - The type and location of the development;
 - An identification of all affected transportation corridors and TMZs;

- An estimate of the projected total average daily trips and AM/PM peak hour trips that will be generated by the development and a distribution analysis and assignment data;
 - An estimate of the date of occupancy of the development;
 - The trip generation and distribution report shall be prepared and stamped by a Washington state licensed Traffic Engineer.
- For developments generating less than 5 net new PM peak hour trips, trip distribution is not required. However, for concurrency purposes, all trips shall be assumed to impact the closest concurrency corridor.
- Trip distribution shall use the Regional Transportation Council select link assignment for the project TAZ. However, if the project generates less than 20 net new PM weekday peak hour trips, trip distribution may be based on existing traffic patterns and guidelines in the current ITE Trip Generation Handbook.
- Transportation Concurrency is evaluated according to the Corridor Classification. The Director may require additional information or modeling if an impacted corridor is operating close to the adopted level of service. Generally, where a proposed development sends trips to a Category 1 or Category 2 corridor, the Director shall track those trips and presume concurrency between LOS measurements pursuant to VMC 11.70.100.

Table 1: Concurrency Corridors and Current Classifications

Arterial Concurrency Corridor	Extent	LOS Standard Avg. PM Peak Speed (MPH)	2012 Corridor Classification
Mill Plain Blvd.	Fourth Plain to I-5	10	Category 1
	I-5 to Andresen	12	Category 1
	Andresen to I-205	12	Category 1
	I-205 to 136th Ave.	10	Category 1
	136th Ave. to 164th Ave.	10	Category 1
	164th Ave. to 192nd Ave.	10	Category 1
St. Johns / Ft. Van Way	Mill Plain to 63rd St.	12	Category 1
Fourth Plain Blvd.	Mill Plain to I-5	12	Category 1
	I-5 to Andresen	10	Category 1
	Andresen to I-205	10	Category 1
	I-205 to 162nd Ave.	10	Category 1
Andresen Road	Mill Plain to SR500	11	Category 1
	SR500 to 78th St.	15	Category 1
112th Avenue	Mill Plain to 28th St.	11	Category 1
	28th St. to 51st St.	15	Category 1
164th/162nd Avenue	SR14 to SE 1st St.	10	Category 1
	SE 1st St. to Fourth Plain	10	Category 1
Burton Road / 28th Street	18th St. to 112th Ave.	12	Category 1
	112th Ave. to 138th Ave.	10	Category 1
	138th Ave. to 162nd	12	Category 1

	Ave.		
18th Street	112th Ave. to 138th Ave.	12	Category 1
	138th Ave. to 164th Ave.	12	Category 1
136th/137th Avenue	Mill Plain to 28th St.	12	Category 1
	28th St. to Fourth Plain	12	Category 1
192nd Avenue	SR14 to NE 18th St.	10	Category 1

Per-trip monitoring fees shall be charged for trips sent to every corridor, up to a maximum monitoring fee of \$1500 for any single development (VMC 20.180.070).

- **The Trip Generation and Distribution Report must also include an analysis of NB left-turn queues at the intersection of NE 136th Ave and NE 4th Street and SB left-turn queues at the proposed access on NE 136th Ave. If the two left-turn movements create a queueing conflict, a median must be constructed in NE 136th Ave to eliminate all left turns at the proposed 136th Ave access.**
- The City of Vancouver may require further analysis for review and approval if the development will affect the operational level for an identified transportation corridor of concern. **A Trip Generation and Distribution Report is a Fully Complete item for project submittal.**
- **The city is collecting proportionate share fees for the following project(s):**

Project Location	Unit Cost per Trip
137 th Ave – 49 th St to Fourth Plain Blvd	\$3,000 per PM peak hour trip
192 nd Ave & SR-14 ramps	\$2,000 per PM peak hour trip
Fourth Plain Blvd & 152 nd Ave Signal	\$333 per PM peak hour trip
Leiser/St. Helens/McArthur	\$2,000 per PM peak hour trip
SE 192 nd Ave & Se 34 th St	\$150 per PM peak hour trip
SE 176 th Ave & SE 20 th St	\$400 per PM peak hour trip
Grove St/Columbia House Blvd/SR-14 WB off-ramp	\$600 per AM peak hour trip

- **The proposed development is not expected to send trips through any of the Proportionate Share projects listed above, therefore no Proportionate Share fees are expected. However, City staff will reevaluate this assumption during review of the traffic report and calculate any necessary fees at that time.**

Contact

- For additional information or questions, please contact Eric Hahn at (360) 487-7702 or via email at Eric.Hahn@cityofvancouver.us.

VMC 16.04.010 FIRE CODE:

As required by RCW Chapter 19.27, the city of Vancouver hereby adopts by reference the International Fire Code (IFC), including appendices B and E, as amended by RCW Chapter 19.27, WAC Chapter 51-54 and the provisions of this chapter. The approval of plans and specifications does not permit the violation of any section of the IFC or any federal, state, or local regulations. This project has been reviewed in accordance with the 2018 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.

IFC 102.1 CONSTRUCTION AND DESIGN REQUIREMENTS.

Each of the following conditions that apply shall be met prior to any occupancy approval for this project.

Specific to this project:

1. **CONSTRUCTION PERMITS** – Permit applications submitted on or after February 1, 2021 shall comply with the 2018 International Fire Code, and its referenced standards, as adopted and amended by the State of Washington and the Vancouver Municipal Code.
2. **FIRE – KNOX BOX** - A single Knox box (3200 series) shall be installed at an approved location with keys for emergency access to common areas and fire protection equipment. A Knox box may be purchased at www.knoxbox.com. Any contractor keys that are installed during construction shall be updated to the final occupant's sets prior to final occupancy.
3. **FIRE - SPRINKLERS** - A fire sprinkler system meeting the currently adopted edition of NFPA 13R shall be installed under a separate permit issued to a Vancouver endorsed fire protection contractor.
4. **FIRE - UNDERGROUND** - Underground fire service, if not installed under the fire sprinkler permit, shall be installed in accordance with the most current edition of NFPA 24 under a separate permit issued to a Vancouver endorsed fire protection contractor.
5. **FIRE - ALARM** - A fire alarm system meeting the currently adopted edition of NFPA 72 shall be installed under a separate permit issued to a Vancouver endorsed fire protection contractor.
6. **FIRE - DAS SYSTEM** - A report shall be submitted to the Fire Marshal demonstrating that emergency responder radio coverage will be adequate within the proposed construction. If required, a separate permit is required for the design and installation of an emergency responder radio coverage system and shall be issued to a company with appropriate FCC licensing, expertise and the approval of Clark Regional Emergency Services Agency (911). It is recommended that provisions should be installed, such as dedicated conduit, for post construction installation of a DAS system should it be necessary.
7. **FIRE - SITE SECURITY** – During construction the site shall be secured from unauthorized entry via security fencing and after-hours security patrols (Fire Watch).
8. **FIRE - NO SMOKING** – During construction smoking shall be prohibited within the construction site except at exterior locations approved and identified by the general contractor.

- 853
- 854 **9. FIRE – R2 ANNUAL INSPECTIONS** – Annual fire inspections of fire protection equipment
- 855 are mandated by RCW Chapter 19.27 through the adoption, by reference, NFPA 25 and
- 856 NFPA 72.
- 857 Prior to final occupancy approval for any residential condominium protected by a shared
- 858 fire protection system (fire sprinklers and/or fire alarms), an affidavit document shall be
- 859 submitted to the Fire Marshal by the owner or developer.
- 860 The affidavit document shall include a declaration that the owner/seller will require all
- 861 purchasers of residential condominium protected by shared fire protection systems to sign
- 862 an agreement that acknowledges the requirement to provide reasonable access for
- 863 annual inspections to authorized inspectors. Such agreements shall be recorded at the
- 864 County Assessor’s Office at the time of sale.
- 865
- 866 **10. FIRE - NO PARKING FIRE LANE** – Approved signage or curb paint shall be installed
- 867 prior to any occupancy.
- 868
- 869 **11. FIRE - TEMPORARY ADDRESS** – Temporary address signs shall be installed during
- 870 construction for emergency response within the construction site.
- 871
- 872 **12. FIRE - PERMANENT ADDRESS** – Prior to occupancy address and unit numbers shall be
- 873 visible and legible from the street or fire lane fronting the property for emergency
- 874 response and the character sizes shall meet the minimums based on distance to the fire
- 875 lane: Up to 50 feet – 4 inch; 51 to 100 feet – 6 inch; 101 to 150 feet – 8 inch; 151 to
- 876 200 feet – 10 inch; 201+ feet – 12 inch.
- 877
- 878 **13. FIRE - SIGNS** – Any space designed for assembly use (50+ occupant capacity) shall have
- 879 the occupancy load posted. Each exit stair shaft shall contain the floor level identification
- 880 and state ROOF ACCESS where applicable. Door signs are required for the following
- 881 where applicable: “FACP”, “RISER ROOM”, “ELECTRICAL”, “MECHANICAL”, “ROOF
- 882 ACCESS”.
- 883
- 884 **14. FIRE - GATES** – Vehicle access gates shall be equipped with approved Knox access
- 885 provisions (padlock, key switch) or Opticom strobe controls.
- 886
- 887 **15. FIRE - PORTABLE FIRE EXTINGUISHERS DURING CONSTRUCTION** – On site employees
- 888 shall be trained in the use of, and have access to, portable fire extinguishers. Minimum
- 889 locations shall be at each stairway on all floor levels where combustible materials have
- 890 accumulated, and in every storage and construction shed. Additional portable fire
- 891 extinguishers shall be provided where special hazards exist including, but not limited to,
- 892 the storage and use of flammable and combustible liquids.
- 893
- 894 **16. FIRE - TEMPORARY STAIRWAYS DURING CONSTRUCTION -** Where building
- 895 construction exceeds 40 feet in height above the lowest level of fire department vehicle
- 896 access, a temporary or permanent stairway shall be provided. As construction progresses,
- 897 such stairway shall be extended to within one floor of the highest point of construction
- 898 having secured decking or flooring
- 899
- 900 **17. FIRE - STANDPIPE DURING CONSTRUCTION -** Not less than one standpipe shall be
- 901 provided for use during construction. Such standpipes shall be installed prior to
- 902 construction exceeding 40 feet in height above the lowest level of fire department vehicle
- 903 access. The stand pipe shall be equipped with 2.5 inch hose fittings and such standpipes

shall be extended to within one floor of the highest point of construction having secured decking or flooring.

18. FIRE - INSPECTIONS DURING CONSTRUCTION – Each permit holder shall make their own inspection requests. The general contractor shall not request inspections on behalf of a sub-contractor.

19. NOTE: Where applicable - In ePlans we have uploaded some documents for your reference. These may include:

- a. General Storage & Use Owner's Statement – required for all speculation buildings
- b. Hazardous Materials Declaration Packet
- c. VFD Smoke Control Technical Standard
- d. Additional design information can be found on line at <https://www.cityofvancouver.us/fire/page/building-construction-resources>

IFC 105.3.3 OCCUPANCY PROHIBITED BEFORE APPROVAL:

Standard Text: The building or structure shall not be occupied prior to the fire code official issuing a permit and conducting associated inspections indicating the applicable provisions of this code have been met.

Specific to this project:

1. **No combustible non-construction related materials shall be moved into a building or space under construction until all required fire and life safety systems are installed and operational and have partial final or final fire department approval.**
2. **Multi-family dwellings and other buildings. The use of decorative bark dust has been identified as a proven fire hazard due to careless smokers. The Vancouver Fire Marshal's Office highly discourages the use of combustible ground cover adjacent to occupied buildings. Please plan to use non-combustible ground cover, such as river rock, in close proximity to buildings and vehicles.**

VMC 16.04.150 - IFC 503 FIRE APPARATUS ACCESS:

Standard Text: Fire apparatus access shall be provided, by an approved route, to within 150' of any point of the facility and any point on the exterior wall of the first story of the building as measured by an approved route around the exterior of the building. Fire apparatus roads shall have a minimum clear width of 20' and clear height of 13'6".

Fire lane dimensions:

Access roads less than 28'in width, no parking is allowed on street

- Access roads 28' wide but less than 36' in width, parking is allowed only on one (1) side;
- Access roads 36' and greater in width, parking is allowed on both sides.
- Cul-de-sacs with a radius of less than 43' or other approved turn around provision that are specifically required by the fire department. No parking is allowed on street or within the required turn around provision.
- Additional access width may be required where ladder truck access or other access issues are identified. In those cases, access roads in excess of 20' in width may require no parking fire lane signage.

The required width of a fire apparatus access road shall not be obstructed in any manner, including parking of vehicles, signage and mailboxes. Minimum required widths and clearance dimensions shall be maintained at all times. Fire department required access lanes exceeding 200' in length shall be provided with an approved fire apparatus turn-around or with drive

through provisions. Temporary or permanent fire apparatus emergency access lanes shall be established and maintained clear to within 150 feet of any portion of a structure on the project site.

Aerial Ladder Truck Access

Buildings or portions of buildings or facilities four or more stories height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.

Fire aerial apparatus access roads shall have a minimum unobstructed width of 26 feet in the immediate vicinity of the building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet and a maximum of 25 feet from the building and shall be positioned parallel to one entire side of the building. The location of a fire aerial apparatus access lane shall be approved and shall be placed so that the use of this lane by the Fire Department will not completely obstruct access to the building or site.

Multiple Access Roads

Buildings three stories or exceeding thirty-five (35) feet in shall have at least two separate and approved emergency apparatus access roads from two directions. One of these lanes may be "Emergency Use Only".

Buildings or places of assembly having an occupant load capacity or potential assembly of 500 or more persons may be required by the fire code official to have at least two (2) separate and approved emergency apparatus access roads from two directions.

Buildings exceeding 62,000 square feet in gross building area or more may be required by the fire code official to have at least two separate and approved emergency apparatus access roads from two directions.

Residential developments having one hundred (100) or more dwelling units shall be provided with at least two separate and approved fire apparatus access routes or connections from adjacent public streets or private ways designated as fire lanes.

EXCEPTION: A single access lane may be approved where all of the structures within the development are equipped with approved automatic fire sprinkler systems provided:

1. All structures includes those not typically required to be sprinklered (offices, maintenance, clubhouses, etc.) and
2. The total number of dwelling units does not exceed 200.

IFC 506 Key boxes - Where required.

A Knox box shall be installed at an approved location wherever there are supervised fire protection systems to allow non-destructive emergency after-hours access.

Buildings or portions of buildings or facilities four or more stories height above the lowest level of fire department vehicle access shall be provided with a Knox vault 4400 series and shall be equipped with five (5) key sets providing access to interior common areas, the fire protection equipment controls, machine rooms, elevator control, electrical service, exit system doors and roof access doors.

Specific to this project:

1. **A fire response site plan is required to be submitted for review and approval with the Civil Engineering plans and the construction permits and shall include:**
 - **Fire Lane boundaries, width, turning radii, gates across fire lanes and required turn-arounds or drive-through provisions.**

- Fire Lane signage and striping locations and details as demonstrated in the Development Standard 503 – Fire Department Emergency Access <https://www.cityofvancouver.us/fire/page/building-construction-resources>
 - Fire hydrants, mains, Fire Department Connections for fire sprinkler systems, underground fire sprinkler supply mains into building
 - Location of Fire Sprinkler Riser Rooms and Fire Alarm Control Panels (FACP)
 - Location of electrical and utility rooms and roof access.
 - Location of Knox Box if known.
 - Known hazards or obstructions to Fire Emergency Response (overhead power lines, outdoor hazardous storage, etc.)
2. For all buildings or facilities containing a supervised fire protection system: A fire department Knox box (www.knoxbox.com) will be required at an approved location and shall contain provisions for access to fire protection equipment and any proposed building common areas. A minimum size of 3200 series is required for this project and shall be installed adjacent to the main entry unless there is an exterior door leading directly to the fire protection equipment. Mount not higher than 6 feet above grade.

☒ Required for FC:

IFC 505 PREMISE IDENTIFICATION:

Standard text: Premise address/identification shall be visible and legible from the fire lane approach.

Address identification.

New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/8 inch (12.7 mm). Where required by the Fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Suite/unit numbers shall be posted on secondary exit doors on the egress side.

Street or road signs.

Streets and roads shall be identified with approved signs. Temporary signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs shall be of an approved size, weather resistant and be maintained until replaced by permanent signs.

Specific to this project:

1. During construction, temporary address sign(s) shall be erected so that they are visible and legible from the road fronting the property for emergency response for each building.
2. Prior to occupancy the address shall be visible and legible from the street fronting the property and at secondary exit doors on the egress side.

☒ Required for FC:

IFC 507 FIRE PROTECTION WATER SUPPLIES (VMC 16.04.160):

Standard text: FIRE HYDRANTS: The maximum hydrant spacing in commercial and multi-family residential developments shall be 400 feet between hydrants measured along a fire apparatus access lane. The distance from the most remote first floor exterior wall of structures shall not be more than 350 feet from a fire hydrant and not more than 150 feet from a fire lane. Where the buildings are protected by an approved fire sprinkler system, the maximum spacing between fire hydrants shall be 600 feet and the most remote first floor exterior wall of structures shall not be more than 450 feet from a fire hydrant and not more than 150 feet from a fire lane.

Where structure placement is not yet proposed, measurement shall be taken from the most remote location on the lots.

The maximum hydrant spacing in one- and two-family residential developments shall be 600 feet between hydrants measured along a fire apparatus access lane. The distance from the most remote exterior first floor wall of any structure shall not be more than 450 feet from a fire hydrant. Where structure placement is not yet proposed, measurement shall be taken from the most remote location on the lots.

Fire hydrants on the opposite side of principal arterial or larger streets shall not be considered for new projects. The first 1,500 gallons per minute of required fire flow may be taken from one fire hydrant. An additional fire hydrant shall be required for each additional 1,000 gallons per minute or fraction thereof.

Specific to this project:

1. A note shall be included on the civil water utility plans stating, "Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit".
2. Fire department connections (FDC) are required to be within 150' hose lay to a hydrant along an approved route. Connection of hoses to the fire hydrant and the FDC shall not obstruct secondary vehicle access.
3. New and related existing fire hydrants meeting the minimum spacing standards shall be shown on the civil utility plans for review and approval.
4. Water supplies for fire protection shall meet the published Development Standard 507 – Fire Department Water Supply which can be found at:

<https://www.cityofvancouver.us/fire/page/building-construction-resources>

☒ Required for FC:

IFC SECTION 105 PERMITS AND FIRE PROTECTION SYSTEM SERVICE ENDORSEMENTS (VMC 16.04.095 AND VMC 16.04.164):

Standard – Fire protection system and equipment design and installation is subject to the provisions of VMC 16.04.095. Except as provided in IFC Section 105.10, no person may design, inspect, install, alter, repair, maintain or test fire protection systems without first obtaining the appropriate fire protection system endorsement (endorsement), as required in this section. Compliance. All fire protection system contractors and persons installing, inspecting, maintaining, servicing or testing fire protection systems or any part of such a system shall comply with the provisions of IFC Section 901.4. Endorsements are governed by IFC Section 105.

Specific to this project:

1. Fire protection system designers and installers shall have a Vancouver endorsement for work pertaining to this project. A current list can be found here: https://www.civicgov2.com/vancouver/portal/?r=site/page&view=active_endorsed
2. Information only: Occasionally conceptual designers pursue a code path that can avoid the installation of fire sprinklers with a belief that it will save on project costs. It should be noted that many building uses require the installation of fire sprinklers. The applicant should consider the potential reduction in leasing marketability in addition

to increased insurance costs that can be long-term impacts to a project when fire sprinklers are avoided.

☒ Required for FC:

IFC CHAPTER 9 FIRE PROTECTION SYSTEMS (VMC 16.04. 167 – 16.04.210):

Standard –

Automatic sprinkler systems in buildings larger than 12,000 square feet. 903.2.11.7 Buildings larger than 12,000 square feet. Automatic fire extinguishing systems shall be installed and maintained in operable condition in all buildings containing a floor area of over 12,000 square feet, or which are more than 36 feet in height above grade. Exceptions:

1. Each portion of a building separated by fire walls constructed in accordance with International Building Code Table 706.4 may be considered separate buildings for the purposes of fire sprinkler requirements provided there are no openings in the fire walls that could reduce the fire-resistance rating of the separation.
2. This amendatory ordinance shall not apply to a building or portions of a building used only for open parking garages as these are defined and regulated in Section 406.3 of the International Building Code and IFC Section 903.2.10.
3. Automatic fire extinguishing systems may be omitted from areas over swimming pools, tennis courts and other such areas when authorized by the building official and the fire code official consistent with this chapter.

IFC 903.2.8 Group R. An automatic sprinkler system is installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Effective July 1, 2021, IRC townhome construction with 4 or more attached dwellings shall be equipped with fire sprinklers in accordance with Washington State Amendments.

Specific to this project:

1. Fire sprinkler protection is required and shall be installed throughout the building in accordance with the referenced edition of NFPA 13R.
2. A fire alarm system is required and shall be installed in accordance to the International Fire Code section 907 and the referenced edition of NFPA 72.
3. A class I or III standpipe is required to be installed if the floor level of the highest story is located more than 30 feet above the lowest level of the fire department vehicle access.
4. All new buildings shall have approved radio coverage for emergency responders within the building based upon existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. If applicable, contractors designing, installing or testing radio system enhancements shall possess the appropriate FCC licensure, expertise and written authorization from CRESA 911.
5. Access to fire protection equipment shall be from an exterior door or from a common area.

☒ Required for FC:

APPLICANT QUESTIONS APPLICABLE TO FIRE:

1. None noted

For additional questions contact the fire plans examiner.

EXISTING CONDITIONS:**City records indicate the following Existing Water Utilities:**

- 10-inch Ductile Iron water main within NE 136th Ave
- 8-inch Ductile Iron water main within the private road on the tax lot directly to the east
- 8-inch Ductile Iron water main in NE 4th St.

The nearest existing fire hydrant is located:

- On the west side of NE 136th Ave within Tax Lot #: 165174000

FIRE PROTECTION:

The Fire Flow currently available from hydrants in the proposed project area is 1000 gpm. The listed Fire Flow gpm is an estimate. Project specific Fire flow needs may create additional requirements beyond what is shown on this document.

The proposed project is within the City of Vancouver Water service area; therefore, service can be provided if the conditions listed below are met.

CONNECTION REQUIREMENTS:

- Connect to the existing 8-inch Ductile Iron water main stub on the east side of the project tax lot and extend a new 8-inch Zinc Coated Ductile Iron water main onto the project property to serve any new domestic water services, fire hydrants or fire protection systems. Loop the new 8-inch ZDI water main to the existing 8-inch DI water mains in NE 4th Street and NE 136th Avenue.

Fire hydrant locations are to be specified by the Fire Marshal. If new hydrants are required, they shall be served by water mains with a minimum of 8-inch diameter. The exception allows utilization of a 6-inch main for dead-end run shorter than 50 feet to a hydrant.

A public easement will be required for any public water main, meter or hydrant located outside of City of Vancouver right-of-way.

Separate water services are required for each building. Water meters shall be located in a non-paved area, centered along the property frontage.

If wells are found to be onsite, future use or abandonment requirements from the Departments of Health and Ecology must be met. If an existing well is to remain in service, approval from the City's Water Quality Department will also be required, including appropriate backflow protection.

Further requirements may be necessary depending on the final project configuration and will be determined at the time of project submittal.

WATER SYSTEM STANDARDS:

The City of Vancouver's Water Design & Construction Requirements, Standard Details and an example drawing may be found on the City's website at:

<http://www.cityofvancouver.us/publicworks/page/water-design-construction-requirements>

All water lines, services, and hydrants constructed shall conform to the most current “City of Vancouver General Requirements and Details” for Water System design and construction along with the following:

The standard for main extensions is 8-inch diameter, or larger as master-planned or needed per hydraulic analysis and fire flow.

SEWER	Aaron.odegard@cityofvancouver.us 360-487-7153
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Basin E3A-2: This area is shown on Sheets #0617 and #0717. A system map is posted to the ePlans Documents Folder. Locations and other details are approximate. Two existing public sewers reside in the area.

NE 4th Street: The first sewer flows west in 4th Street. Pipes sport eight-inch diameters in both ductile iron and PVC. Two manholes also reside. Manhole #21324 aligns just west of the subject parcels shared property line. An eight-inch public stub (#21333) extends south to the site. The second manhole (#21323) and its stub are located about 230 feet west.

ENG2007-00023: These sewers were constructed in 2012 by B52 Pointe at Evergreen Phase 1. Plan and profile views are shown on Sheets C103 & C104 of the record drawings (E07023013.tif, E07023014.tif). Copies are posted to the Documents Folder. (The plan set’s cover sheet notes the City’s vertical datum.) Piping is shallow with depths between about three and six feet (3’ – 6’). Profiles of the public stubs are not apparent. Stub markers are noted at their upstream ends. Elevation verification is required. Both existing stubs appear to align with the assumed BLA’s northwest lot.

Maintenance Observations: March of 2021 video confirms no additional service laterals in SE 4th Street (21324-21333).

NE 136th Avenue: The second sewer flows north across ADJ LOT 2 (986036101) parallel to the west property line. A manhole (#5126) near the north property line turns flows west.

SB1016: This sewer was constructed in 1992 by Heller Financial. Plan and profile views are shown on the record drawing (sb101601.tif). A copy is posted to the Documents Folder. The drawing notes a public sewer easement and locking lids. (The vertical datum is not apparent.) Manhole #5126 is about nine feet deep.

9209020099: The public sanitary sewer easement recorded on 02 September 1992. A copy is available in the Auditor’s online records.

General Requirements: Developments are required to extend public sewer to and through the site and across frontage (VMC 14.04.280) In this case existing public sewers already adequately front and extensions thru the site are not required for future service to other area parcels. Code also requires separate service laterals for each building. Standards require at least one six-inch service lateral for each building. Standard also require separate service laterals for separate types-of-use. Construction of onsite public sewers is required to serve each building. Onsite public sewer easements are also required.

Design: Serve the site from one or both sewers. Verify 4th Street sewer elevations. Serve Building G with a service lateral to 4th Street. (A new shallow manhole in 4th Street is recommended.) Verify the 136th Avenue sewer. Connect a new eight-inch public sewer to Manhole #5126 and

extend onsite. Incorporate wyes and service laterals. Install one or more separate service laterals for the ground floor live\work units.

Standards: Engineered plans are required. Follow Vancouver's public design standards.

Application: Acknowledge these public sewer and service lateral requirements in the application narrative. Include a preliminary utility plan. Show and note existing and proposed public sewers, service laterals, and easements. Acknowledge the separate lateral requirements for the live\work units. If separate laterals cannot be constructed then include a brief narrative explaining why and include evidence that the business occupancy will function substantially similar to multi-family.

Conditions: Similar public sewer conditions will be included in the staff report. Construction requirements will be itemized in the Notification of Civil Plan Approval (plan approval letter).

Permits and Fees: Secure right-of-way, traffic control, and other construction permits. Visit the Permits Center for a complete permit fee estimate.

Construction: Secure right-of-way, traffic control, and other construction permits. Schedule and attend a pre-construction meeting. Construct new public sewers and service laterals as shown on the approved plans. Satisfy Construction Services inspection and testing requirements and secure Construction Acceptance. Satisfy all remaining items in the plan approval letter and secure final civil project acceptance.

Service Connections: Pay application fees and secure connection permits. Most Fees will be based on the multi-family type-of-use. Visit the Permits Center to inquire about live-work fees.

UPC: All onsite building sewers are governed by the Building Departments plumbing code. Install cleanouts and connect building sewers to the new laterals as required.

STORMWATER

Fereidoon.safdari@cityofvancouver.us 360-487-7193

EROSION CONTROL (VMC 14.24):

An Erosion and Sediment Control (ESC) Plan in conformance with VMC 14.24, the City's General Requirements and Details (2017) and the Stormwater Management Manual for Western Washington Volume II shall be submitted and approved prior to demolition, street cuts, clearing, grading, filling or issuance of City permits.

Department of Ecology Construction Stormwater General Permit (CGP):

Construction Stormwater General Permit is required if engaged in clearing, grading, and excavating activities that disturb 1 acre or more AND the project have the potential to discharge stormwater to waters of the U.S. or the city's storm system. A copy of the NPDES permit shall be submitted to the city prior to final civil plan approval.

Please Note: A stormwater pollution prevention plan (SWPPP) is required as part of civil plan approval.

STORMWATER (VMC 14.25):

The proposed apartment complex and the associated improvements will create new hard surface areas (roof tops, parking, driveways, etc.), triggering minimum requirements #1 through #5 or minimum requirements #1 through #9, depending on the amount of new plus replaced impervious area.

Minimum Requirement #5: The project must comply with the Low Impact Development (LID) Performance Standard and use BMP T5.13 (soil amendment); OR use on-site Stormwater Management BMPs (infiltration trench, drywell, infiltrating bioretention, permeable pavement, etc.). LID practices shall refer to the Low Impact Development Technical Guidance Manual for Puget Sound (2012) and the Stormwater Manual for Western Washington, August 2012, amended December 2014.

The proposed development is required to provide water quality treatment for the runoff from pollution generating hard surfaces (roadway, driveways, sidewalks, etc.). The water quality facilities will be designed based on water quality storm volume (the volume of runoff predicted from a 6-month; 24-hour rainfall as defined in the 2012 Stormwater Management Manual).

Water quality treatment facilities shall be selected, designed, and maintained in accordance with the Stormwater Manual and the city's General Requirements and Details (2017 version). The use of "Emerging Stormwater Treatment Technologies" and other alternative treatment BMP's must have Department of Ecology and city approval.

Stormwater flow rates and volumes shall be modeled using an approved continuous simulation hydrologic model (WVHM).

The applicant shall prepare a stormwater report that addresses all aspects of the site hydrology and demonstrate how stormwater from newly created impervious surfaces will be managed in accordance with VMC 14.25 and VMC14.26. The report should be formatted as outlined in the City's General Requirements and Details Section 4-2.

New infiltration wells (drywells, infiltration trenches) are required to meet Washington Department of Ecology Underground Injection Control (UIC) requirements (WAC 173-218) and be registered with the Department of Ecology. For requirements and registration forms, see:

<http://www.ecy.wa.gov/programs/wq/grndwtr/uic/>

- *Infiltration systems must be located at least 10 feet from any property line.*
- *Roof downspout infiltration systems must be located at least 10 feet from building foundation and 5 feet from any property line.*
- *Conveyance system shall be designed for the 10-year storm event in accordance with the City's General Requirements and Details Section 4-3*
- *On-site drainage shall not drain onto surrounding public streets or adjoining tax lots.*

Stormwater plans and storm reports are reviewed using city checklists that have been developed to check that city and state requirements are being met for the project. Addressing all items on the checklists will help expedite the review process and can lead to fewer review cycles. Samples of the checklist have been uploaded to the documents folder in ePlans for the use of the applicant and their engineer.

An access and inspection easement dedicated to the City of Vancouver is required for private water quality facilities. The easement shall be in the form of a Covenant running with the land.

BUILDING	Susan.mcnutt-koning@cityofvancouver.us 360-487-784
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Title 17 Building and Construction

OCCUPANCY CLASSIFICATION:

R2

CONSTRUCTION TYPE:

VB, Sprinkled

BUILDING SIZE:

8 Bldgs, 5 3-story (one bldg w/ include 2 live/work Units on ground floor), 2 2-story w/ garages on ground floor, Community Building and Pool. 128 Units 148,225SF

DESIGN REQUIREMENTS:

Risk Category II, Seismic Design Category D-1, Wind 97 MPH (V) Exposure B. Minimum ground and roof snow load 25 psf (refer to design loads handout), Frost depth 12 inches.

CODES CURRENTLY IN EFFECT:

2018 International Building Code
2018 International Residential Code
2018 International Mechanical Code
2018 International Fuel Gas Code
2018 Uniform Plumbing Code
2020 National Electrical Code
2018 International Fire Code
2018 Washington State Energy Code
ICC/ANSI A117.1.2009
Washington State Amendments Title 51

Washington State Codes and Amendments: <http://www.sbccc.wa.gov/sbcccindx.html>.
Building shall comply with the applicable codes listed in 17.08.010 in effect at the time of building permit application.

2020 NEC is effective October 29, 2020 and 2018 I-Codes with Washington Amendments are effective Feb 1, 2021.

Important Notice: *The Site Plan Review process and related submittals are regulated by VMC Title 20 and are separate and distinct from the Building Permit application process and related submittals, which are regulated by VMC Title 17. Approval of the Site Plan is a necessary prerequisite to approval of the building plans but does not assure approval of the building plans or affect the necessary review time for the building plans. When plans submitted for building permit application are reviewed, additional comments shall be made. The following comments are based on a precursory review only of limited plans submitted with this application:*

GENERAL COMMENTS APPLICABLE TO ALL BUILDINGS:

- RCW 18.08 A licensed Architect registered in the state of Washington is required unless the building meets one of the listed exemptions.
- RCW 18.43 A licensed Engineer registered in the state of Washington is required. If the project is a "significant structure" as defined by RCW 18.43.020, a licensed Structural Engineer registered in the state of Washington is required.
- VMC 17.08.100, IBC 1704.2 Special inspection by a WABO registered inspector is required. The applicant shall submit a statement of special inspections and identify the special inspection agency as a condition of permit issuance.
- VMC 17.08.100, IBC 1704.6.1 Item 5 Structural observation by an engineer is required by the Building Official unless a waiver is requested in writing by the Engineer of Record and approved by the Building Official. This is typically performed by the Engineer of Record.
- IBC 1803 A current geotechnical report is required with the building permit application for new construction.

- If the location of the building is within 1500 feet of the Columbia River, wind exposure C is required.
- WAC 51-50-0427 New buildings serving Group B, Group R-1 hotel and motel only, and Group R-2 occupancies with 20 or more parking spaces are required to provide electric vehicle charging infrastructure, including a minimum of one accessible parking space served.
- IBC 1104 Accessible routes within the site shall be provided from public transportation stops, accessible parking, accessible passenger loading zones and public streets or sidewalks to the accessible building entrance served. Wherever practical, the accessible route of travel shall not cross lanes of vehicle traffic. Where crossing traffic lanes is necessary, the route of travel shall be designated and marked as a crosswalk.
- WAC 51-50-1101.2 The exterior accessible route must be 44 inches clear in width.
- IBC 1008 Illumination shall be provided along an exterior accessible route of travel at any time the building is occupied, with an intensity of not less than one foot-candle. Emergency lighting shall also be provided on the exterior immediately adjacent to the exit discharge doorways.
- WAC 51-50-1106, WAC 51-50-1101.2 The required number of accessible parking spaces including van accessible spaces shall be provided. Washington requires 96" aisles for van accessible parking spaces. Accessible parking and access aisles shall be located on a surface with a slope not to exceed 1 vertical in 48 horizontal. Access ramps shall not extend into the required parking space or access aisle.

VMC 17.09 GENERAL COMMENTS REGARDING ENERGY CODE:

- Washington State Energy Code is significantly more stringent than the IECC and requires additional efficiency design elements for compliance.
- Washington State Energy code compliance forms for commercial and residential buildings will be required at the time of permit application. COMcheck software does not meet the requirements. Forms are available at <https://www.cityofvancouver.us/ced/page/energy-code-forms-information>.
- Provide a brief Energy Code Summary on the plans indicating R-values/U-factors, air barrier testing requirements, and proposed additional efficiency options.
- Multifamily (R-2, R-3, R-4) buildings three stories or less must comply with the residential energy code (WAC 51-11R). Commercial buildings must comply with the commercial energy code (WAC 51-11C). Mixed-use buildings three stories or less must comply with the commercial and residential occupancies separately using the relevant code.
- R406, C406 Both the residential and commercial energy codes require additional efficiency options/credits. See the respective codes for a list of options.
- R402.4, C402.5 A blower door test is required for all conditioned and semi-heated buildings.
- C403.6 A dedicated outdoor air system (DOAS) is required for office, retail, education, libraries and fire stations.
- WSEC C402.5.7 All building entrances shall be protected with an enclosed vestibule unless meeting one of the specific exceptions. The building lobby does not qualify as a vestibule.

GENERAL COMMENTS FOR MULTI-FAMILY CONSTRUCTION:

- RCW 64.55 All applications for construction of multi-unit residential buildings must include building enclosure design documents prepared and stamped by an architect or engineer, unless a recorded irrevocable sale prohibition covenant is submitted to the City.

- IBC 1107, WAC 51-50-1107 Type A and Type B dwelling units shall be provided. Note that Washington requires 5% Type A units where more than 10 units are provided. Plans should include a summary of Type A units showing dispersion based on number of bedrooms to demonstrate compliance.
- IBC 1106.6.1 Item 3, Each Type A unit requires an accessible parking space located on the shortest accessible route of travel to an accessible building entrance per WAC 51-50-1106.6. Where less than one parking space is provided per unit, the number of accessible space may be reduced proportionally to the number of spaces provided, rounded up.
- IBC 420, 1020 Wall and floor-ceiling assemblies separating dwelling units or guest rooms from each other and from public spaces such as interior corridors and service areas shall meet required fire resistance ratings
- IBC 1207 Wall and floor-ceiling assemblies separating dwelling units or guest rooms from each other and from public spaces such as interior corridors and service areas shall meet required sound transmission class (STC) ratings. Assemblies shall be rated by an approved agency or field tested. Penetrations or openings in construction assemblies for piping; electrical devices; recessed cabinets; bathtubs; soffits; or heating, ventilating or exhaust ducts shall be sealed, lined, insulated or otherwise treated to maintain the required ratings.
- WAC 51-50-1203.5 Mechanical ventilation is required for all residential occupancies.
- WAC 51-50-1203.6 Radon resistive construction is required for all ground-level residential occupancies.
- WAC 51-50-903.2.8 An automatic sprinkler system is required for all residential occupancies per IBC 903.2.8. Please specify NFPA 13 or 13R on the design documents. Mixed occupancy buildings require coverage based on the most-restrictive occupancy.

Live/Work units shall comply with **Section 419 of the IBC** including Washington Amendments. Note the following shall apply to all live/work areas:

- a. The live/work unit is permitted to be not greater than 3,000 square feet (279 m²) in area.
- b. The nonresidential area is permitted to be not more than 50 percent of the area of each live/work unit.
- c. The nonresidential area function shall be limited to the first or main floor only of the live/work unit.
- d. Not more than five nonresidential workers or employees are allowed to occupy the nonresidential area at any one time. 419.1.1
- e. All newly constructed ground floor residential space shall have a minimum height of 10 feet. PER VMC 20.440.030 Mixed use ground floor.

PROJECT-SPECIFIC COMMENTS:

- The building set-backs from property lines will need to be verified demonstrating conformance with Table 602 and allowable area. Fire resistive walls may be required if minimum set-backs to property lines or adjacent buildings are not met. Exterior wall must comply with maximum allowable openings per IBC 705.8
- The building set-backs from property lines will need to be meet requirements of IBC Table 602 and maximum allowable openings per IBC 705.8. Zero lot line construction required rated walls, parapets, and no openings.
- A separate demolition permit for removal of the existing building is required. If asbestos is present, applicant will also need to notify Southwest Clean Air Agency and Labor & Industries for additional requirements.

APPLICATION PROCESS:

- VMC 17.08.090 Each independent structure requires a separate building permit unless specifically exempted, including: buildings, retaining walls over 4 feet, fences and trash enclosures over 6 feet, and covered structures. Exterior site structures may be issued a combined building permit separate from the main building, but will require all included structures to be complete prior to final approval by the Building department.
- VMC 17.08.100 When plans are submitted for building permit application, include a code analysis that includes occupancy group and division, construction type, allowable area calculations, and energy code summary. Provide a statement of special inspections and structural observation required. Identify any deferred submittals. Include the following documents:
 - Geotechnical report
 - Structural calculations
 - WSEC Compliance Forms
- VMC 17.08.100 When a project is so large that it requires a registered design professional to prepare construction documents, the project may be processed as a "deferred submittal". A "deferred submittal" project is one in which construction is authorized for phases while review of plans for subsequent phases proceeds. The holders of such a permit shall proceed at their own risk without assurance that subsequent phases of construction will meet technical code requirements or will be approved. Deferred submittal projects require prior written approval by the building official.

ADDRESSING COMMENTS

patti.mcellrath@cityofvancouver.us 360-487-7893

Address and unit numbers will be assigned during the site plan process.

C-TRAN COMMENTS

Roger Hanson rogerh@c-tran.org

No comments received.

PARKS COMMENTS

Monica.tubberville@cityofvancouver.us

No comments received.

VESTING OF APPLICATIONS

Type I, Type II, and Type III applications (other than zone change proposals) shall be considered under the subdivision, zoning, and other land development codes in effect at the time a fully complete application is filed: PROVIDED, an application which is subject to pre-application review shall contingently vest on the date a pre-application is filed, which contingent vesting shall become final if a fully complete application for substantially the same proposal is filed within one-hundred eighty (180) calendar days of the issuance of the pre-application report.

SUBMITTAL OF DEVELOPMENT APPLICATIONS

Current applications are at:

<https://www.cityofvancouver.us/ced/page/land-use-and-planning-applications>

Current Vancouver Municipal Codes are at:

<http://www.cityofvancouver.us/vmc?tid=334>

ePlans webpage: <https://www.cityofvancouver.us/ced/page/getting-started-eplans>

All land use applications must be submitted electronically using ePlans.

The next step is the Land Use Preliminary (LUP) review is to email your completed LUP application (do not send plans at this time) to ePlans@cityofvancouver.us to start the application process.

If you need assistance, please contact the Permit Center staff at eplans@cityofvancouver.us or by phone at 360-487-7802.

REQUIRED APPLICATIONS and APPLICABLE FEES

The following are applications and fees required at land use application (LUP) submittal:

- ☒ **SEPA** – Base fee \$1,576.00 plus \$52.00 per acre of land disturbed by the project.
- ☒ **Site Plan Review – Type II**
- ☒ **Planning** – Residential: \$1,703 plus \$118 per unit Max: \$24,009 -- Commercial: \$4,627 plus \$0.18 /sq foot ground floor and \$0.08/sq foot upper floors
- ☒ **Fire** - \$861
- ☒ **Stormwater** - \$1,495 plus fee per square foot of impervious and roof area (\$0.04 first Acre, \$0.02 1 to 5 acres and \$0.004 over 5 acres) - Unoccupied structure: \$484 – Tenant Improvement \$101
- ☒ **Transportation** – General Case: \$3,818 – Unoccupied Structure: \$1,586 – Tenant Improvements: \$140
- ☒ **Mixed Use Master Plan - Type III - \$7,655 plus 1/2 site plan review fee for a detailed or hybrid review.**
- ☒ **Traffic Review Fees**
 - ☒ Trip Generation and Distribution Report - \$188
- ☒ **Tree plan** - \$325 (Level 5)

Additional fees required after PRELIMINARY approval will be addressed in the preliminary approval staff report as conditions. This includes the impact fees (outlined in zoning section of this report), system development charges, latecomer fees and inspection fees.

ALL APPLICABLE FEES ARE AS OF THE DATE OF THIS REPORT AND ARE SUBJECT TO CHANGE BY CITY COUNCIL. FEES MAY BE DIFFERENT AT THE TIME OF ACTUAL APPLICATION AND ADDITIONAL FEES MAY BE ASSESSED BASED ON REVIEW OF PLANS SUBMITTED.

REQUIRED PLANS AND DOCUMENTS

Based upon the Pre-Application review, the following land use reviews (LUP) are required:

- ☒ Mixed Use Master Plan (Type III)
- ☒ SEPA Checklist (Type I)
- ☒ Site Plan Review (Type II)
- ☒ Tree Plan (Level V)

The following is required when uploading to ePlans:

PLANS

- ☒ Existing Conditions Plan – [VMC 20.320.030.B.1](#)
- ☒ Preliminary Site Plan – [VMC 20.270.040.C](#)
- ☒ Tree Plan – [VMC 20.770](#)
- ☒ Landscape Plan – [VMC 20.270.040.F](#)
- ☒ Preliminary Grading Plan with Erosion Control Measures - [VMC 14.24](#)
- ☒ Preliminary Stormwater Plan – [VMC 14.25](#) and [Design Requirements](#)
- ☒ Preliminary Civils, Water/Sewer Plan – [Design Requirements](#)
- ☒ Preliminary Civils, Street Design Plan – [Design Requirements](#)
- ☒ Signing and Striping & Street Lighting Plan – [Design Requirements](#)

DOCUMENTS

- ☒ Signed and Dated Application Form
 - ☒ Narrative
 - ☒ SEPA Checklist
 - ☒ Clark County Public Health Project Review Evaluation Letter or receipt
 - ☒ Geotechnical Soils Report
 - ☒ Preliminary Stormwater Report
 - ☒ Trip Generation and Distribution Report
- www.clark.wa.gov/public-health/site-septic-system-forms

MAILING LABELS

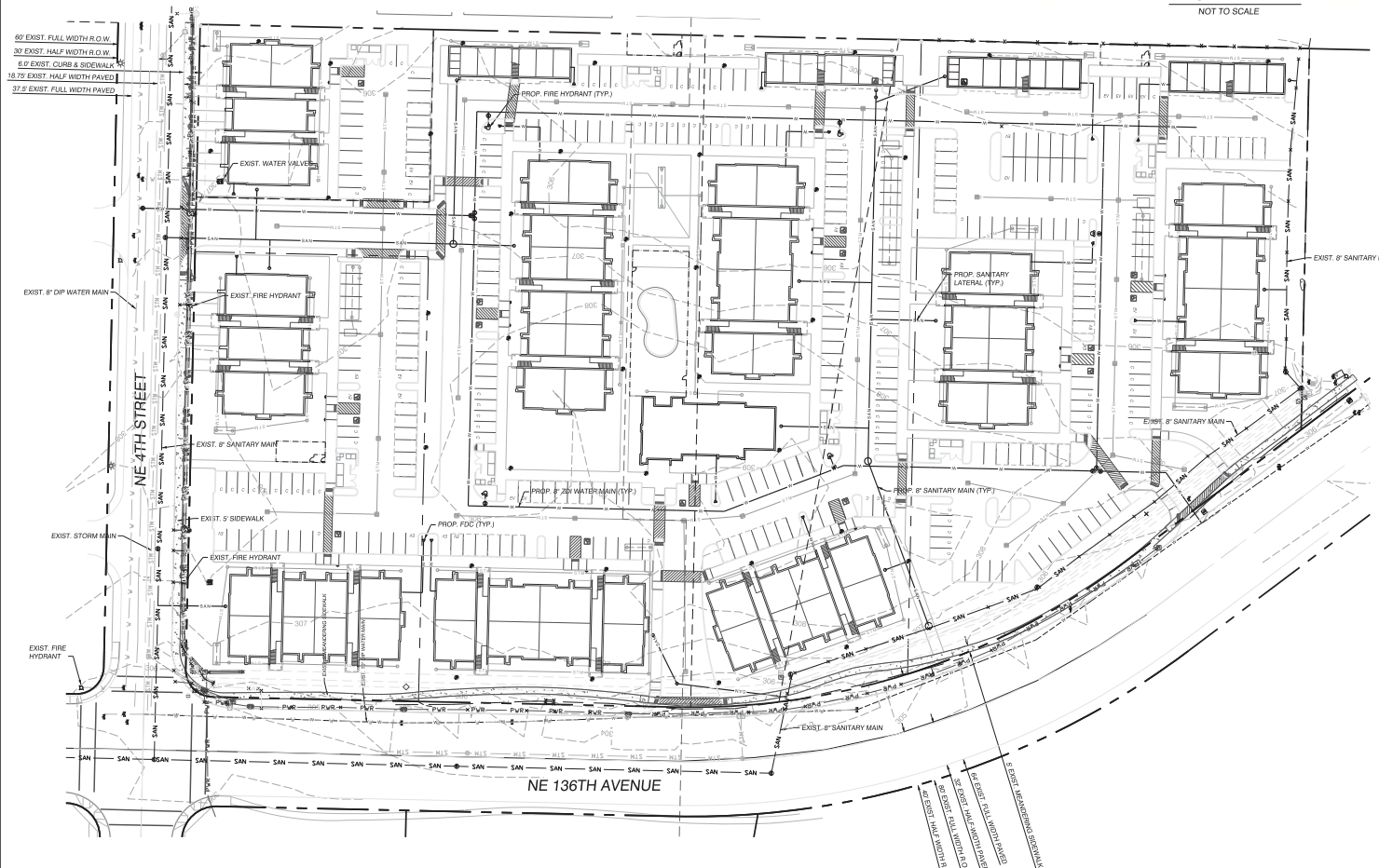
Mail two hard copies of certified 500-foot mailing labels (owner and occupant) and associated map showing the mailing area (obtain from Clark County or Title Company) to:

Clarissa Bowen
City of Vancouver
PO Box 1995
Vancouver, WA 98668

(This can also be placed in the drop box at the south parking lot at City Hall 415 W 6th Street).

Submit a transmittal with the PRJ & PIR number, project title and case manager's name in the header of the transmittal.

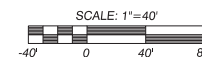
In addition to hard copies, upload an electronic copy to ePlans with your application submittal.



- SANITARY:**
- 1) THERE IS AN EXISTING 8" SANITARY MAIN IN THE SOUTHWEST CORNER OF THE SITE ADJACENT TO NE 136TH AVENUE, ALONG THE SOUTH SIDE OF THE SITE, AND AN EXISTING 8" SANITARY MAIN IN NE 4TH STREET.
 - 2) NEW MAINS WILL BE EXTENDED ONTO THE DEVELOPMENT FROM THE MAINS IN AND ADJACENT TO NE 4TH STREET AND NE 136TH AVENUE TO SERVE THE MAJORITY OF THE PROPOSED BUILDINGS. FOR THE BUILDINGS UNABLE TO BE SERVED BY THE NEW CHASE MAINS, INDIVIDUAL LATERALS WILL BE EXTENDED TO THE BUILDINGS FROM THE CLOSEST AVAILABLE MAIN LINE.
 - 3) SEWER EASEMENTS OVER ALL MAINS EXTENDED ONTO THE SITE WILL BE DEDICATED TO THE CITY OF VANCOUVER. (EASEMENTS ARE NOT SHOWN ON PRELIMINARY PLANS BUT WILL BE ADDED TO FINAL PLANS.)
- WATER:**
- 1) THERE IS AN EXISTING 10" DIP WATER MAIN IN NE 136TH AVE AND AN EXISTING 8" DIP WATER MAIN IN NE 4TH ST.
 - 2) A WATER MAIN WILL BE CONSTRUCTED THAT CONNECTS THE EXISTING MAIN IN NE 136TH AVE THROUGH THE SITE TO THE EXISTING MAIN IN NE 4TH ST.
 - 3) PROPOSED FIRE HYDRANTS WILL BE ADDED THROUGH THE SITE TO MEET FIRE CONTROL REQUIREMENTS AND WILL BE LOCATED AS REQUIRED BY THE FIRE MARSHALL.
 - 4) WATER METERS WILL BE PROVIDED FOR EACH BUILDING.
 - 5) A FIRE SERVICE AND AN FDC WILL BE PROVIDED FOR EACH BUILDING.
 - 6) A WATER EASEMENT WILL BE DEDICATED TO THE CITY OF VANCOUVER OVER ALL PUBLIC WATERLINES. WATER EASEMENTS NOT SHOWN ON THIS PLAN BUT WILL BE ADDED DURING FINAL ENGINEERING.



VICINITY MAP
NOT TO SCALE



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PRELIMINARY UTILITY PLAN FOR:

JENS POINTE APARTMENTS

LAND SURVEYORS
ENGINEERS

OLSON
ENGINEERING INC.

229 E. EVERGREEN, VANCOUVER, WA 98660

CLIENT:

MAL POWELL LLC
300 N. 15TH ST., SUITE 200
VANCOUVER, WA 98660
TEL: (206) 441-1111
FAX: (206) 441-1112
EMAIL: mal@malpowell.com



12/23/21

CHANGES / REVISIONS
DESCRIPTION: DATE:

DESIGNED: TJB
DRAWN: TJB
CHECKED: PAT
DATE: DECEMBER 2021
SCALE: 1" = 40'

JENS POINTE APARTMENTS
JOB NO.: 4878.02.01

SHEET

C1.0

TDA1 TOTAL=8.15 AC

BASIN 1:
LANDSCAPE=0.009 AC
SIDEWALK=0.150 AC
PARKING LOT=0.877 AC



BASIN 3:
ROOF=0.302 AC
LANDSCAPE=0.252 AC
SIDEWALK=0.072 AC



BASIN 7:
ROOF=0.180 AC



BASIN 10b:
ROOF=0.044 AC
LANDSCAPE=0.050 AC
SIDEWALK=0.005 AC



BASIN 2a:
ROOF=0.049 AC
LANDSCAPE=0.008 AC



BASIN 4:
ROOF=0.289 AC
LANDSCAPE=0.019 AC
SIDEWALK=0.194 AC
PARKING LOT=1.283 AC



BASIN 8:
ROOF=0.149 AC



BASIN 11:
ROOF=0.174 AC



BASIN 2b:
ROOF=0.053 AC
LANDSCAPE=0.002 AC



BASIN 5:
ROOF=0.236 AC



BASIN 9:
ROOF=0.149 AC



BASIN 12:
ROOF=0.229 AC



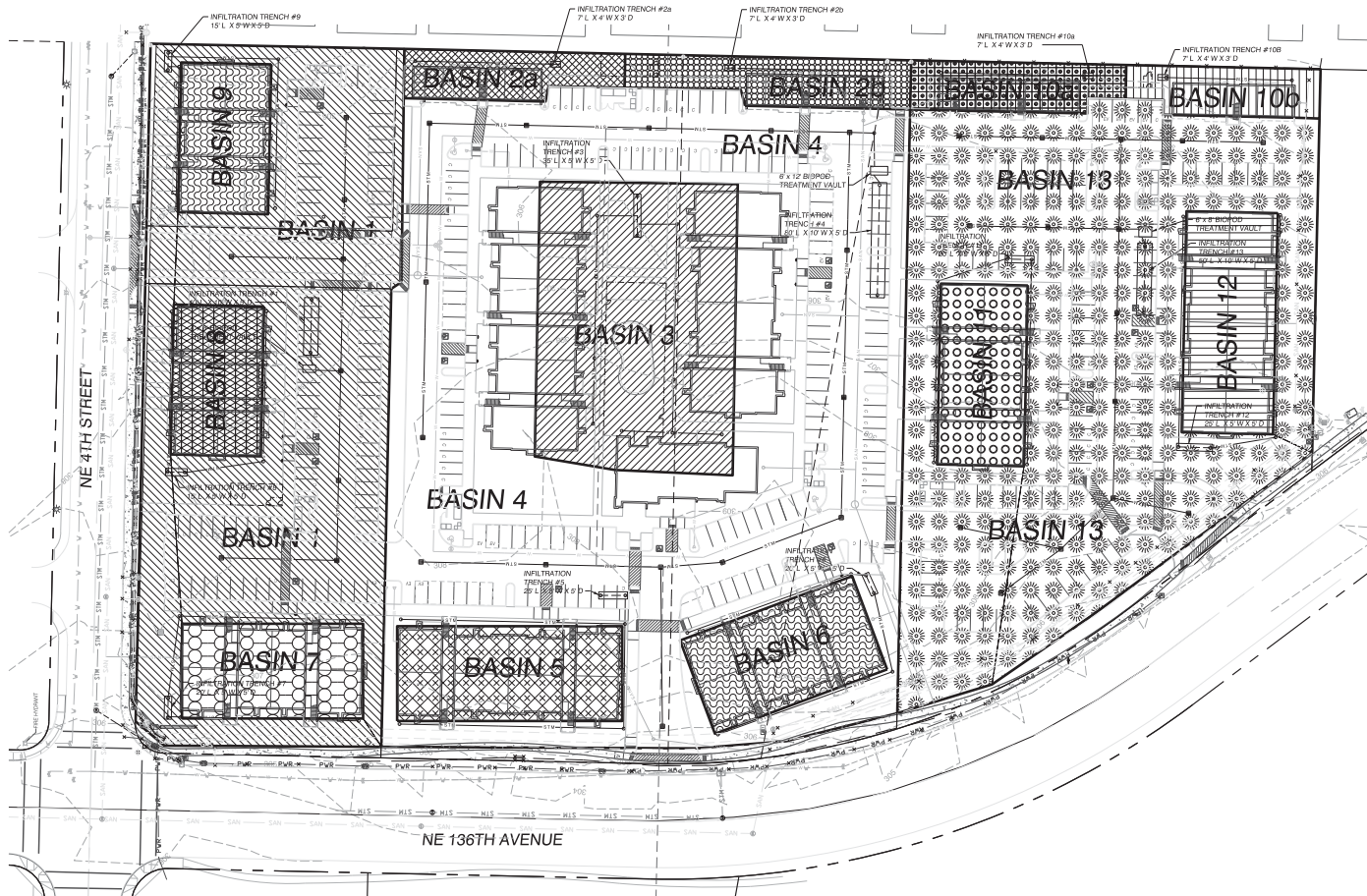
BASIN 6:
ROOF=0.202 AC



BASIN 10a:
ROOF=0.047 AC
LANDSCAPE=0.052 AC
SIDEWALK=0.013 AC



BASIN 13:
LANDSCAPE=0.079 AC
SIDEWALK=0.159 AC
PARKING LOT=0.976 AC



DEVELOPED CATCHMENT PLAN FOR:

JENS POINTE APARTMENTS

OLSON LAND SURVEYORS
ENGINEERS

ENGINEERING INC. 229 E EVERGREEN, VANCOUVER, WA 98660



CHANGES / REVISIONS
DESCRIPTION: DATE:

DESIGNED: TJB
DRAWN: TJB
CHECKED: PAT
DATE: DECEMBER 2021

SCALE:
JENS POINTE APARTMENTS
JOB NO.: 4878.03.01

SHEET

1 OF 1

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December 11th, 2021

MAJ Pointe, LLC
Mike Jenkins & Brandi Ho
300 West 15th Street, Suite 200
Vancouver, WA 98660

RE: Development Review Evaluation and Final Approval for "Jens Pointe Apartments" located at 13679 & 13611 NE 4th Street & 333, 123, 111 NE 136th Avenue & 221 SE 136th Avenue, Vancouver, WA 98684 (SR49350; Tax Parcel 986036105, 986036104, 986036103, 986036102, 986036101 & 986036100; PRJ-167483/PIR-81614)

The Development Review Evaluation of the site listed above is complete. This evaluation is limited to the area of the proposed development.

On-Site Sewage Treatment Systems (CCC24.17, CCC 40.370, RCW 58.17)

Public sewer service is proposed and required for this project. No existing on-site sewage system (OSS) was indicated on the application and no existing on-site sewage system was observed in the field or identified in the Clark County Public Health record.

On-site sewage system components may exist at the site. Any OSS tanks or drywells discovered during development must be properly abandoned per CCC 24.17.210.

The proposed development must be served by public sewer. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted to the City of Vancouver Community & Economic Development Department.

Water Systems (WAC 173-160, WAC 246-290, CCC 40.370, RCW 58.17)

Public water service is proposed and required for this project. No existing water well is indicated on the application and no existing water well was observed in the field or identified in the Clark County Public Health record.

Water wells may exist at the site. Any water well or monitoring 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 site plan.

The proposed development must be served by public water. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted to the City of Vancouver Community & Economic Development Department.

If you have questions concerning this letter, please contact me at (564) 397-7273.

Sincerely,

Environmental Health Specialist

CC: Patti McEllrath, City of Vancouver Community and Economic Development Department



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

March 21, 2022

Patti McEllrath, Senior Planner
City of Vancouver
Community & Economic Development
PO Box 1995
Vancouver, WA 98668

Dear Patti McEllrath:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the Jens Pointe Mixed Use Project (PRJ-167483/LUP-82098) as proposed by MAJ Pointe, LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from 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.

**WATER QUALITY/WATERSHED RESOURCES UNIT:
Evan Wood (360) 407-7320**

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. For additional information on contaminated construction sites, please contact Carol Serdar at Carol.Serdar@ecy.wa.gov, or by phone at (360) 742-9751.

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](http://www.ecy.wa.gov/programs/wq/stormwater/construction/-Application). Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(GMP:202200749)

cc: Derek Rockett, SWM
Evan Wood, WQ

March 20, 2022

RE: Application Remote Public Hearing and Optional SEPA Determination of Nonsignificance
Jens Pointe Mixed Use PRJ-167483/LUP-82098

**Issue: Patient privacy and healthcare concerns to proposed Jens Pointe Mixed Use
Development along SE 136th Ave, Vancouver, WA. 98684**

Dear Ms. Patti McEllrath,

The Stonemill Dental Center has several thriving dental offices situated along the north side of its proposed building site. The north side of Stonemill Dental Center is constructed with panels of large seamless windows. According to the provided site plan, the new proposed Jens Point Apartments south side would build residential buildings along our north borderline.

We have a primary concern that the **proximity** and/or the **height** of these residential buildings would be too close and too high rise above any proposed fence for the Jens Pointe development. Therefore, this proposed site would position residents to view our patients' receiving treatments and dentists and staff providing dental cares in our dental offices.

Federal 1996 HIPPA privacy, security, and healthcare codes sets out an expectation of privacy afforded to patients receiving dental or medical treatment. Preserving privacy is a necessary factor to create a patient-oriented, individualized care that responds to ethical rules. Privacy includes a variety of aspects including domains, physical, informational, mental, and social.

I have my own dental practice in the Stonemill Dental Center for the last three decades, and the personal privacy observance of a patient builds an effective relationship with treatment staff and creates a feeling of calm, welfare, safety, and security. I raise this issue for myself and on the behalf of the other dentists that practice in our building.

The City of Vancouver must appropriately ensure that commercial developments do not encroach upon existing medical, dental and health facilities ability to meet the reasonable expectation of each patient's healthcare privacy.

We ask that the owners and developers of the Jens Pointe Apartments adjust their site plans to only build a single-story residential building along its south boundary with walls, trees and hedges to block the view into our dental offices. Thank you.

Dr. Daniel Kim, DDS and Hooja Kim, Owners
217 SE 136th Avenue
Vancouver, WA 98684
Tel. 360-254-5900
dankimdds@gmail.com & hoojakim@gmail.com

McEllrath, Patti

From: McEllrath, Patti
Sent: Thursday, March 24, 2022 3:52 PM
To: shillahkim@gmail.com
Subject: FW: Jen's Place Mixed Use Development

From: McEllrath, Patti
Sent: Thursday, March 24, 2022 3:51 PM
To: shillahkim@gmail.com
Cc: dankimdds@gmail.com; hoojakim@gmail.com
Subject: Jen's Place Mixed Use Development

Dr. Daniel Kim and Hooja Kim-

Thank you for your comments on the above project. I understand your concerns. The Vancouver Municipal Code allows a maximum building height of 62' feet for this site. The applicant has proposed a building height of approximately 51' to the top of the roof ridge which is within the allowed building height.

Based on the site plan submitted, the building appears to be placed towards the west of the site extending about 170 feet east from the back of the sidewalk to the point where the parking area begins. The parking area extends east another 83 feet. (these are estimated calculations.) The building is setback 21 feet from the south property line which exceeds the minimum 10 foot setback requirement.

Measuring on Clark County GIS mapping system, it appears the front of your building is approximately 158 feet from the back of the sidewalk, so it does appear there will be an overlap between the placement of the apartment building and your building.

The applicant has proposed landscaping along the south property line consisting of Douglas Fir trees; the existing trees will be retained.

I will include your comment letter with these concerns as an exhibit in the staff recommendation to the Hearing Examiner and it will become a part of the record. I provided your comments to the applicant, developer/property owner. I will enter you as a party of record so you will get a copy of the decision when it is issued. The public hearing is scheduled for May 17 so the decision issued by the Hearing Examiner will likely be towards the end of May, first part of June.

Patti

Patti McEllrath | Senior Planner



Community Development Department
415 W 6th St • Vancouver WA 98660

www.cityofvancouver.us

[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

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

In the Matter of the Application of	)	NO. PRJ-167483/LUP-82098
	)	
	)	
MAJ Pointe, LLC	)	Jens Pointe
	)	
	)	
For Approval of a Master Plan and	)	FINDINGS, CONCLUSIONS,
Site Plan	)	AND DECISION
	)	

SUMMARY OF DECISION

The request for master plan and site plan approval for a mixed-use development on six parcels located at the southeast corner of NE 136th Avenue and NE 4th Street in Vancouver, Washington is **GRANTED** subject to conditions.

SUMMARY OF RECORD

Request:

MAJ Pointe, LLC (Applicant) requested master plan and site plan approval for a mixed-use development including multifamily residential units with associated amenities, 1,850 square feet of retail/office space, two live/work units; and associated parking, landscaping, and infrastructure improvements. The subject property consists of six parcels located at the southeast corner of NE 136th Avenue and NE 4th Street in Vancouver, Washington.

Hearing Date:

The Vancouver Hearing Examiner conducted a virtual open record hearing on the application on May 17, 2022. In an abundance of caution, the record was held open through May 19, 2022 to allow for written public comment from members of the public who were unable to join the virtual hearing due to technology or access issues, with additional time arranged for responses by the parties. No post-hearing public comment was submitted, and the record closed on May 19, 2022. No in-person site visit was conducted, but the Examiner viewed the property on Google Maps.

Testimony:

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

Patti McEllrath, Senior Planner, City of Vancouver

Mike Odren, Landscape Architect and Land Use Planner, Applicant representative

Brandi Ho, Project Manager, Applicant representative

Shilla Kim

Hooja Kim

Exhibits:

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

1. Staff Report
2. Application
3. Applicant Narrative
4. Development Plans
5. Notice of Application, Public Hearing and Optional Determination of Non-Significance, dated February 18, 2022
6. Final Determination of Non-Significance, dated March 22, 2022
7. Trip and Traffic Impact fee worksheet, dated May 2, 2022
8. Traffic Study by Lancaster Mobley dated December 23, 2021
9. Geotechnical Report and addendum by Hart Crowser, dated December 6, 2021
10. Stormwater report by Olson Engineering, dated December 17, 2021
11. Letter from Clark County Health, dated December 11, 2021
12. Letter from Department of Ecology, dated March 21, 2022
13. Letter from Dr. Daniel Kim, DDS and Hooja Kim, dated March 20, 2022
14. Staff response to Dr. Kim and Hooja Kim, dated March 24, 2022
15. Applicant PowerPoint Presentation
16. City PowerPoint Presentation
17. Photographs and renderings submitted by Shilla Kim
18. Landscape Exhibit, Olson Engineering

After considering the testimony and exhibits admitted into the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

1. MAJ Pointe, LLC (Applicant) requested master plan and site plan approval for a mixed-use development. The proposal consists of 240 multifamily residential units in 13 buildings with associated amenities including a clubhouse, pool, playground, outdoor fitness area, plaza, and dog runs; 1,850 square feet of retail/office space; two live/work units; and associated parking, landscaping, and infrastructure improvements. The subject property consists of six parcels located at the southeast corner of NE 136th Avenue and NE 4th Street in Vancouver, Washington.¹ *Exhibits 1, 2, 3, and 4.*

¹ Parcels 986036103, 986036105, 986036104, 986036102, 986036101, and 986036100. *Exhibits 1 and 2.*

2. The application was submitted on January 13, 2022 and determined to be complete on February 10, 2022. *Exhibit 6.*
3. Development of the subject property is governed by a development agreement that was adopted on July 21, 1997 (Resolution M-3117), a clarification of the development agreement that was signed on April 29, 2002, and an extension that was recorded on April 20, 2012. The development agreement vests development of the subject property to the City development standards in effect at the time of its 1997 adoption, which include the 1997 Vancouver Zoning Ordinance (VZO). The Applicant proposes to develop the subject property pursuant to the mixed-use standards of the VZO. The current provisions of the Vancouver Municipal Code (VMC) govern the review process.² *Exhibit 1.*
4. The subject property consists of six undeveloped tax parcels totaling approximately 8.4 acres. The Applicant intends to combine three of the lots into a single lot through the boundary line adjustment (BLA) process, which would be processed through the Clark County Auditor's office. Planning Staff submitted that the BLA is needed to ensure that none of the proposed buildings are constructed over lot lines and recommended that documentation of the BLA be submitted prior to final engineering approval. *Patti McEllrath Testimony; Exhibits 1 and 3.*
5. The subject property is generally flat. There are no wetlands or other critical areas on or near the site. There are existing trees along the site's NE 136th Avenue frontage, but none in the interior of the site. *Exhibits 1 and 15; Mike Ordren Testimony.*
6. The proposed multifamily buildings are identified as Buildings A through M on the submitted site plans. The buildings would range from three stories to four stories in height and would contain varying numbers of units. Buildings A, G, L, and M would each be three stories tall and contain 24 dwelling units. Building H would be three stories tall and contain 36 dwelling units. Building J would be three stories tall and contain 16 dwelling units and two live/work units. Building K would be three stories tall and contain 16 dwelling units and 1,850 square feet of retail/office space. Buildings B and C would be four stories tall and contain 36 dwelling units. Buildings F and I would be two stories tall and contain two dwelling units each, with garages on the ground floor. Buildings D and E would be three stories tall and contain four dwelling units each, with garages on the ground floor. The community center building associated with the multifamily buildings would be one story tall and 3,845 square feet in area. *Exhibit 3.*
7. The Applicant proposes to develop the site in eight phases, with the first phase consisting of the buildings and amenities of the central portion of the site, including multifamily Buildings F, G, H, and I; the community center, pool, play area, fitness area, and dog run; the vehicular access from NE 4th Street; and the northern vehicular access from NE 136th Avenue. Phases 2, 3, and 4 would consist of multifamily Buildings A, M, and L,

² The Examiner takes judicial notice of the August 14, 1997 Development Agreement, recorded on August 22, 1997, and the 1997 Vancouver Zoning Ordinance, which were not provided in the record.

respectively, which would be located along NE 136th Avenue. Phase 5 would consist of multifamily Buildings C and D, which would be located along the southern site boundary, and the southern vehicular access from NE 136th Avenue. Phase 6 would consist of multifamily Buildings B and E, which would be located just north of Buildings C and D. Phase 7 would consist of Building K, the combined multifamily and office/retail building. Phase 8 would consist of Building J, the combined multifamily and live/work building. Development of each phase would include the parking, fire hydrants, and emergency vehicle access needed for the phase. *Exhibit 3.*

8. Surrounding land uses are multifamily residential to the east (MX zone), a post office across NE 4th Street to the north (IL zone), a dental clinic to the south (CC zone), and commercial uses and vacant land to the west across NE 136th Avenue (OCI and CC zones). *Exhibits 1 and 15.*
9. Pursuant to the adopted development agreement, the northern portion of the subject property is zoned Industrial Commercial Development District (MC), and the southern portion of the subject property is zoned Community Commercial (CC), with the option to apply a Mixed Use (MX) overlay zone. The MX overlay is proposed because residential uses are not allowed in the MC zone. *Exhibits 1, 3, and 16.* The MX development standards require a mixture of uses on the development site, one of which must be residential. *VZO 20.21.306(E).* The minimum residential density in the MX zone is 12 dwelling units per acre; there is no maximum residential density. A variety of commercial uses are allowed, including retail and office uses. *VZO 20.21.200.* The proposed residential density would be 23.4 dwelling units per acre. *Exhibit 4.* Pursuant to *VZO 20.21.306(C)(2)*, a master plan is required for projects that require at least two buildings or that will be developed in phases.
10. Development within the MX zone is subject to a minimum floor area ratio (FAR) of 0.5:1. The proposed development would have a FAR of 0.76:1. *Exhibits 1 and 3.*
11. In the MX zone, the following lot dimensional standards apply: minimum lot area of 2,500 square feet; minimum lot width of 20 feet; and minimum lot depth of 90 feet. All six existing lots meet these requirements, as would the proposed combined lot. *VZO 20.21.306(F)(2); Exhibits 3 and 4.*
12. The maximum building setback in the MX zone is 20 feet, which may be increased to 35 feet if a public plaza or other amenity is provided between the public right-of-way and the building and if no parking is provided between the right-of-way and the building. The minimum building setback is 10 feet unless the building abuts a single-family residential district. *VZO 20.21.306(F)(3).* In this case, none of the buildings abut a single-family residential district, and the minimum 10-foot setback applies. The proposed building setbacks would comply with these standards, except that Buildings A, C, L, and M (along the NE 136th Avenue frontage) would have setbacks exceeding 20 feet due to the presence of utility easements that prevent them from being placed closer to the right-of-way. Building A would have street setbacks ranging from 24 to 34 feet, Buildings L and M would have 21-foot street setback, and Building C would have a 39-

foot street setback. A public plaza would be provided between Building C and NE 136th Avenue. The City has administratively approved these adjustments to the ordinance setback standards. *Exhibits 1, 3, and 4; Patti McEllrath Testimony.*

13. The minimum open space on site (not occupied by buildings or parking) per VZO Chapter 20.21 is 15%, which amount may include landscaped building setbacks. The Applicant proposes open spaces constituting approximately 25% of the site area. *Exhibits 3 and 4.*
14. The minimum landscaped area on site per VZO Chapter 20.83 is 15%. The landscaping plan must include deciduous street trees planted at a minimum rate of one tree per 30 feet of street frontage, and provide for landscaped areas with minimum five-foot length and depth dimensions. Parking lot landscaping must be protected by curbs, visually break up an expanse of pavement, include trees, and not violate corner sight triangles. The Applicant has submitted a landscape plan depicting a landscaped area occupying approximately 25% of the total site area. The City submitted that the plan complies with applicable standards. The City recommended that a note be included in the planting plan requiring all shrubs within sight distance triangles to be maintained so that the height above pavement does not exceed 2.5 feet, and that street trees within sight distance triangles be limbed up to a height of 10 feet to ensure visibility. *Exhibits 1, 3, and 4.*
15. The project is subject to the tree conservation standards of VZO Chapter 20.96, which require tree preservation and planting to achieve a minimum of 30 tree units per net acre and prioritize the retention of existing trees in site landscaping. The number of tree units required for the subject site is 253. The Applicant proposes to retain 49 tree units of existing trees, including Douglas fir, cedar, and oak trees, and plant 204 new trees to meet the minimum tree density requirement. *Exhibits 1, 3, and 4.*
16. The maximum building height in the MX zone is 65 feet, and the minimum structural ceiling height for ground floor units is 10 feet. The maximum building height proposed is 52 feet, and the minimum structural ceiling height proposed is 10 feet. *Exhibits 1, 3, and 4.*
17. Based on staff analysis, the parking standards applicable to the proposed use include 1.5 spaces per multifamily dwelling unit (360 for the proposed 240 units) and one space per 250 square feet of retail/office space (seven for the proposed 1,850 square feet).³ The MX development standards (VZO 20.21.306) contain a maximum parking limit of 125% of the minimum. The Applicant proposes a total of 371 parking stalls, which exceeds the minimum required but is less than the maximum. The parking would include 24 garage

³ See VZO Table 20.81.320. The cited one space per 250 square feet does not appear to correlate with any of the use categories in the table. It is possible that the one space per 250 square feet standard is based on a blend of use categories, as the code provides discretion for uses not listed and the precise use of the proposed commercial space has not been established. The standard for retail uses with greater than 1,500 square feet of floor area is one space per 200 square feet, and the standard for non-medical offices is one space per 400 square feet. Even if the higher retail standard were applied to the entire building (resulting in a parking requirement of nine spaces instead of seven), the proposed parking would still be adequate to meet code standards.

spaces, 17 ADA spaces, and 23 EV spaces. None of the parking would be provided between a street right-of-way and building façade, or within required building setbacks. The parking areas would be distributed throughout the site, adjacent to the buildings served. *Exhibits 1, 3, and 4.*

18. The proposed site and building design demonstrates compliance with MX standards. The buildings along NE 136th Avenue and NE 4th Street would have entrances oriented towards the street. An internal sidewalk system would provide for pedestrian circulation within the site, and would include connections to the sidewalks along NE 136th Avenue and NE 4th Street. The sidewalks would be six feet wide, with eight-foot wide sidewalks adjacent to parking stalls to allow for vehicle overhang. Parking areas would comprise less than 25% of the subject property's street frontage. There would be no blank walls or garage doors along the street frontage. The mixed-use buildings would include features to provide visual separation of the commercial and residential uses, including entrance canopies. For the street-facing buildings, at least 75% of the building width and 50% of the ground level wall area would include interest-creating features, including pedestrian entrances, canopies, windows, balconies, and landscaping. *Exhibits 1, 3, and 4.*
19. Vehicular access to the development would be from NE 136th Avenue (two entrances) and NE 4th Street (one entrance). Both streets are designated as minor arterials. *Exhibits 1, 4, and 8.*
20. The NE 136th Avenue frontage is already improved with curb, gutter, sidewalk, ADA ramp, and storm drainage facilities. New major commercial driveway approaches (City standard plan T01-07) from NE 136th Avenue would be required for access. The City recommended as conditions of approval that the southernmost driveway align with the existing driveway to Stonemill Drive on the opposite side of the street; that 400 feet of sight distance be provided at the proposed driveways; that any sidewalk deficiencies be repaired to ADA standards; and that roadway damaged by utility trenching be restored. *Exhibits 1 and 8.*
21. The NE 4th Street frontage is already improved with curb, gutter, sidewalk, ADA ramps, street lighting, and storm drainage. A new major commercial driveway approach (City standard plan T01-07) would be required. The City recommended as conditions of approval that the new commercial driveway approach align with the existing driveway to the USPS facility on the opposite side of the street; that an existing unused driveway be removed and replaced with curb, gutter, and sidewalk; that any sidewalk deficiencies be repaired to ADA standards; and that roadway damaged by utility trenching be restored. *Exhibits 1 and 8.*
22. Based on the trip generation rates contained in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition for multifamily development (ITE land use code 221) and shopping center (ITE land use code 820), the proposed development is expected to generate 1,338 new weekday daily trips, including 88 AM peak hour trips and 110 PM peak hour trips. *Exhibits 1 and 8.*

23. The segment of NE 136th Avenue between Mill Plain Boulevard and NE 28th 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 this proposed development is not anticipated to cause the corridor to drop below the adopted level of service standard. *Exhibit 1.*
24. The subject property is located within the bounds of Park District C, the Evergreen School District, and the Cascade Traffic Impact Fee District. The proposed development would be required to mitigate impacts to these various public services and facilities through the payment of park, school, and transportation impact fees. The fees have been calculated as \$618,000 for parks, \$900,720 for schools, and \$327,788.22 for traffic. The payable fees would be due prior to issuance of building permits. *Exhibit 1.*
25. The proposed development would connect to the municipal water and sewer systems. Based on the Applicant's preliminary plans and subject to recommended conditions, the City is satisfied that municipal utility requirements can be met on the site. *Exhibits 1 and 11.*
26. The Fire Department reviewed the proposal and determined that it can meet the requirements of VMC Title 16 and the International Fire Code. The Department's recommended conditions of approval address the needed fire response site plan, fire hydrants, fire apparatus access, and signage. *Exhibit 1.*
27. The Applicant proposes to infiltrate all stormwater runoff on site through infiltration trenches. Runoff from pollution-generating surfaces would be routed to BioPod biofilter units for enhanced water quality treatment prior to infiltration. The BioPod is an approved best management practice in the Stormwater Management Manual for Western Washington and the VMC. Based on the Applicant's preliminary plans, the City is satisfied that applicable stormwater ordinances can be met on site. *Exhibits 1, 9, and 10.*
28. The subject property is not in an area of high probability for discovery of archaeological resources. An archaeological predetermination was conducted on the subject property, which found that no archaeological survey would be required. For the preservation of cultural resources, however, the City recommended a stop work/notification condition to address unanticipated discovery of cultural or historical resources during construction, consistent with ordinance requirements. *Exhibit 1.*
29. Pursuant to the State Environmental Policy Act (SEPA), the City of Vancouver assumed the role of lead agency for review of environmental impacts caused by the proposal. After review of the Applicant's environmental checklist and application materials, the SEPA Responsible Official issued a notice of application, public hearing, and optional determination of non-significance (DNS) on February 18, 2022. After reviewing comments submitted during the comment period, the City issued a final DNS on March 22, 2022. *Exhibits 1, 5, and 6.*
30. Comments were submitted by the Washington Department of Ecology on solid waste

management and water quality requirements. These requirements were incorporated into Planning Staff's recommended conditions of approval. *Exhibits 1 and 12.*

31. Public comment on the project was submitted by the owners of a dental practice within the Stonemill Dental Center to the south of the subject property, Dr. Daniel Kim and Hooja Kim, who objected to the height of proposed Building C and its proximity to their practice. Because the north side of Stonemill Dental Center contains large seamless windows, the Kims were concerned that apartment residents in the eastern portion of Building C (the area of overlap) would have views into patient treatment rooms, creating HIPPA privacy concerns. The Kims requested that the Applicant plant additional screening vegetation, reduce the height of Building C, and/or move Building C to a different location, such as to the proposed plaza area to the west of the building, or to a proposed parking area off NE 136th Avenue to the north. *Exhibits 13 and 17; Shilla Kim Testimony; Hooja Kim Testimony.*
32. In response to public comment, the Applicant argued that it is the Kims' responsibility to ensure patient privacy, and that City code does not regulate views between the existing dental office and proposed residential uses. The Applicant submitted that the site plan as proposed includes features that reduce the potential impact, including landscaping and increased setbacks. The landscaping plan provides for the planting of a row of nine Douglas fir trees along the southern property boundary, to fill in the gaps between the existing row of trees on the dental center property. With respect to setbacks, because the Building C setback depicted on the project plans was measured from the edge of a breezeway extending south of the building, the actual distance between the property line and the apartment balconies would be 25 feet, and the distance between the property line and the building wall would be 30 feet. The Applicant objected to any requirement to move the building, as the site layout proposed was based on an extensive planning process, which took into account City code and development agreement restrictions on features such as parking and access. *Exhibits 4 and 18; Mike Odren Testimony.*
33. City staff submitted that it must apply the code as written, not based on the wishes of individual citizens. The proposed building setback exceeds the minimum requirements of the code, and the proposed building height is less than allowed by code. Consequently, staff recommended approval of the project with the site design proposed. *Patti McEllrath Testimony.*
34. Having heard all testimony and reviewed all submitted materials, Planning Staff maintained their recommendation for approval subject to the conditions in the staff report. *Exhibit 1; Patti McEllrath Testimony.* Applicant representatives waived objection to the recommended conditions. *Mike Odren Testimony.*

CONCLUSIONS

Jurisdiction:

Current VMC 20.210.020 grants the Hearing Examiner jurisdiction to hear and decide Type III development applications.

Pursuant to current VMC 20.210.120, the planning official has the authority to assign the review body in cases in which the VMC does not clearly identify the appropriate review body. In this case the planning official determined that the Type III procedure should apply to all requested approvals.

Criteria for Review:

Master Plan

Pursuant to former VZO 20.21.306.C.5(d):⁴

The Planning Commission shall approve the proposed Master Plan or approve with conditions only if it finds that the plan and schedule serve the purposes of the Mixed Use District and Master Planning Process set forth in Sections 20 21 160A – G and 20 21 306C1a – c respectively and satisfy the requirements of this chapter

20 21 160 MIXED USE DISTRICT (MX)

The Mixed Use District is a floating zone intended to provide the community with a mix of mutually supporting retail service office light industrial and residential uses. It promotes physically and functionally coordinated and cohesive site planning and design which maximizes land use. It also encourages development of a high-density active urban environment which is expected to

- A Achieve the goals and objectives of the Community Framework Plan and the Vancouver Urban Area Comprehensive Plan
- B Fulfill the community vision identified through the Visual Preference Survey and other opportunities for public involvement
- C Enhance livability environmental quality and economic vitality
- D Maximize efficient use of public facilities and services
- E Provide a variety of housing types and densities
- F Reduce the number of automobile trips and encourage alternative modes of transportation
- G Create a safe attractive and convenient environment for living working recreating and traveling

⁴ All direct quotes of criteria from the 1997 Zoning Ordinance, which omits most punctuation. The lack of decimal points within citations and the lack of commas within lists of items are the result of direct quotation and are not scrivener's errors.

20 21 306 MIXED USE (MX) DISTRICT DESIGN GUIDELINES/DEVELOPMENT STANDARDS

....

C Master Planning Process

- 1 The purpose of the Master Planning Process is to
 - a assure that the proposed development is considered as a whole and conforms to the comprehensive plan and community vision
 - b assure that phased development is properly coordinated and
 - c provide the developer/property owner with reliable assurances of the city's expectation for the overall project as a basis for detailed planning and investment

Site Plan

The site plan will be approved if consistent with applicable development standards. These are summarized in the above findings.

Conclusions Based on Findings:

1. As conditioned, the proposal is consistent with the purposes of the MX zone and master planning process, and with applicable MX development standards. Consistency with the Comprehensive Plan was evaluated at the time of adoption of the 1997 Development Agreement, as required by RCW 36.70B. The amenities provided within the residential portion of the development, the proposed live/work units, and the proposed retail/office space would fulfil the ordinance's goals for livability and economic vitality. Environmental quality is served by proposed landscaping and stormwater improvements, connection to the public water and sewer systems, compliance with requirements identified by the Department of Ecology, and compliance with the SEPA environmental review process. There are no critical areas on site. The proposed high density multifamily development maximizes efficient use of public facilities and services. Compliance with landscaping, building design, fire safety, driveway, and parking standards would ensure a safe, attractive, and convenient environment. The subject property frontage on NE 136th Avenue and NE 4th Street has already been developed with features such as sidewalks, and these would be improved as needed to comply with ADA requirements. The proposed phasing would be properly coordinated, in that all infrastructure needed for each phase would be constructed as part of the same phase, and the conditions of approval delineate when various construction items must be finished. *Findings 1, 3, 5, 7, 9, 14, 15, 16, 17, 18, 20, 21, 25, 26, 27, 29, and 30.*
2. With respect to the MX development standards, the proposed uses are allowed in the zone. The proposed residential density is consistent with MX standards, which specify a minimum density but not a maximum density. Minimum floor area and lot area requirements are satisfied, as well as minimum setback standards. The increased setbacks for some of the buildings are due to the presence of utility easements and have been administratively approved. Open space, landscaping, and parking requirements would be satisfied. With respect to Building C, the scale and location of the building are

approved as proposed. There is no basis in code for requiring the Applicant to modify the site plan or reduce the height of the building, as the building is already lower in height than the maximum allowed, and the code does not provide for increased setbacks to protect non-residential uses. Further, the location of utility easements limit the ability of the Applicant to move the building a significant distance west. Expressly addressing the request of the adjacent dental practice, the City's code does not confer authority on City agents, including Planning Staff and the Examiner, to enforce to provisions of the Health Insurance Portability and Accountability Act. The Applicant's proposed additional evergreen tree planting along the property boundary shared with the concerned neighbor is reasonable and adequate mitigation by the Applicant. The neighboring business owner can take action in their own windows (such as blinds, privacy film, etc.) or add additional vegetation on their side of the shared boundary. *Findings 9, 10, 11, 12, 13, 14, 16, 17, 18, 31, and 32.*

3. The 1997 Vancouver Zoning Ordinance to which the project is vested establishes site plan submittal requirements but does not establish explicit standards or approval criteria. Based on the record submitted, the Applicant's materials demonstrate compliance with the development standards of the MX floating zone of VZO 20.21.306. As conditioned, the proposed site plan complies with the relevant development standards, including bulk, setback, open space, parking, landscaping, tree conservation, and pedestrian circulation standards. *Findings 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 34.*

DECISION

Based on the foregoing findings and conclusions, the requested master plan and site plan are **APPROVED** subject to the conditions below, which are to be satisfied by the Applicant or successors in interest.

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. Revise the civil/ final site plan to include the following note: In the event that intact archaeological deposits are encountered during construction, work shall be halted immediately, and the City of Vancouver Community Development Department and the Washington State Department of Archaeology and Historic Preservation be notified in order for the findings to be investigated and assessed by a professional archaeologist.
4. Pay concurrency monitoring fees totaling \$1,500.00.

5. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for design and construction. Install dual service laterals for the live/work units or provide documentation during civil plan review that the business occupancy of those units will function substantially similar to multi-family. Address redline comments and submit the final design for civil plan approval.
6. Submit a Construction Stormwater Pollution Prevention Plan (SWPPP) to the City, prior to final civil plan approval.
7. New and existing fire hydrant locations shall be shown.
8. Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
9. Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit.
10. An approved fire response plan shall be included in both the civil plans and the architectural plans.
11. Submit geotechnical report based on project requirements and 2018 International Building Code.
12. Provide parking table showing distribution based on occupancy how the requirements for accessible parking are being met independently.
13. Show locations of EV parking infrastructure.
14. Where proposed buildings cross property lines, boundary line adjustments must be completed. Evidence of approved BLAs shall be submitted to the Planning Department prior to recording of the site plan(s).

Prior to Combustible Construction

15. Fire hydrants for emergency use shall be established and maintained.
16. Fire apparatus access roads shall be established and maintained.

During Public Improvement Construction

17. Secure construction permits and schedule and attend a pre-construction meeting. Construct new public sewers and service laterals as shown on the approved civil plans. Satisfy Construction Services testing and inspection requirements and secure Construction Acceptance.

18. Satisfy submittal and other requirements itemized in the Notification of Civil Plan Approval and secure final civil project acceptance.
19. Conduct additional geotechnical evaluations during construction to confirm the design infiltration rates and groundwater depth.
20. Temporary address signage shall be visible and legible from the street fronting the property for emergency response during construction.

Prior to Issuance of any Building/Development Permits

21. All required fees including Transportation, Park and School impact fees shall be paid.

Prior to Issuance of Occupancy Permits

22. Improvements to NE 136th Avenue per City of Vancouver standards shall be completed as conditioned on Exhibit 1, page 12.
23. Improvements to NE 4th Street per City of Vancouver standards shall be completed as conditioned on pages 12-13.
24. Pay sewer application fees and secure sewer connection permits. Connect new building sewers according to the plumbing code.
25. Dedicate an easement to the City of Vancouver in the form of a “Covenant running with the land” for access and inspection of the stormwater facilities.
26. Address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors.
27. Required fire lane signage shall be installed.
28. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
29. If a fire department Knox-Box was identified as a requirement during the construction permit review, then it shall be installed at an approved location and locked with the required content.

Decided June 10, 2022.

By:

/Sharon A. Rice/



Sharon A. Rice

City of Vancouver Hearing Examiner

June 23, 2022

APPEAL

On the Findings, Conclusion and Decision of Hearing Examiner
RE: Jen Pointe Apartments PRJ-167483/LUP-82098

Submitted: June 24, 2022

To: City of Vancouver, Hearing Examiner
Sharon A. Rice

Patii McEllrath, Senior Planner
Community Development Department, City of Vancouver
415 W 6th St
Vancouver WA 98660

Cc: (Contact) Mike Odren – Olson Engineering Inc.
222 E Evergreen Blvd
Vancouver WA 98660
360-695-1385

(Applicant) Mike Jenkins, Brandi Ho - MAJ Pointe, LLC
300 W 15th Street, Suite 200
Vancouver WA 98660
360-823-5125

(Property Owners) MAJ, JPN, LLC. AL.
– MAJ Pointe, LLC ET. AL. – MAJ JPS, LLC ET. AL.
300 W 15th Street, Suite 200
Vancouver WA 98660
360-823-5125

Introduction

We built this dental clinic nearly 30 years ago on 136th Avenue off Mill Plain Boulevard, the first dental professional building in the area. We anticipated throughout the years this area would grow and flourish. As new neighbors and businesses developed in this area, there has been a consistent regard and respect for each other. Mutual understanding and value amongst

business owners, professionals and recently residential developers in this area has been that it can mature with respectful space and boundaries in practice beyond standards set by city.

With the proposed Jens Pointe Apartments, we expect that City of Vancouver and MAJ Development understands that it can achieve development goals while working with its residents, neighbors and the long-standing business owners to ensure a development configuration that will serve its potential residents and the existing business community for the long-term.

The opportunity is now before a site plan is finalized and the actual construction has not been started.

ISSUE

The City of Vancouver Comprehensive Development Plan 1997, applied in concert with other codes and standards does not recognize the importance creating necessary setbacks of at least 35 feet at minimum for new residential high-density developments built near existing health, medical and emergency services.

As provided explicitly in 20.410.050 (C) VMC, new developments of institutional uses, including **emergency services**, are required to have minimum setback of 35 feet for portions of an institutional campus abutting a residentially-zoned property. Explicitly in the VMC, this code dictates protections for existing residential areas where development institutions are built (education, religious, and emergency services). The Stonemill Dental Plaza, is a health and medical facility with emergency dental services.

While 20.410.050 (C) refers to low-density residential districts, this spirit of the Comprehensive Development Plan (CDP) 20.230.030 (D) VMC should be applied in turn similarly to areas where newly rezoned mixed-use areas that propose high-density developments abutting existing medical, health and emergency services. Both future residents and the existing patients/beneficiaries of these institutions will have full enjoyment consistent with the ideals “to prevent overcrowding of land; to avoid undue concentration of population; promote a coordinated development of unbuilt areas; to encourage the formation of neighborhood or community units;”

We assert that the Vancouver Municipal Code and application of the Mixed-Use development standards with rear setback of 10 feet does not serve the intent and spirit of the Community Development Plan. While the current building plans by Jens Pointe is proposed at 25 feet from the building but 21 feet from their proposed unit balconies may exceed the City of Vancouver minimum setbacks, these are insufficient to address the core interests of coordinated development and protecting the services of institutions. This setback of the balconies should not be less than 39 feet, with the building setback 43 feet from the property line of 217 136th Avenue minimum to mirror the 39 feet side setback of Building C from 136th Avenue from the street.

As stated during our testimony in the City of Vancouver Planning Public Hearing, we assert that the proposed 'Building C' which is a four story 51 feet residential building bordering the south boundary with our clinics should be reconfigured to address a reasonable revised setback to 39 feet from their balconies.

CONCLUSION

We have operated my dental clinic for the last 29 years since 1993. Our dentist tenants, our patients, and myself with our staff enjoy the reasonable amount of natural light and scenery outside of the building. Olson Engineering suggesting to us to add additional curtains or blinds to our reflective-film paneled window so Jens Pointe residents, housed in apartment units built too close to our building, will not see our patients is not a tenable nor a reasonable expectation.

The burden should not be shifted to us with reasonable mitigating measures already in place. We have a right to a reasonable enjoyment of natural light and privacy. We do not expect to dictate that future tenants close their blinds or curtains at all times during the day and evening.

Presently, the plans presented by Olson Engineering do not consider in practical terms how the close the 21 feet setback and the four-story apartments with liberal number of large windows and patios/balconies will infringe on the privacy of our Stonemill Dental Plaza affecting all the dentists, dental staff and patients along that north/south boundary.

There are many other feasible configurations that Olson Engineering and MAJ Development could conceive for the Jens Point Apartments. Both should take into account it is putting one of its largest, highest and most populated building with balconies just 21 feet from a dental professional center with patient treatment rooms all along the north/south boundary and work with us to find a better configuration.

We suggest that MAJ Point developers and Olson Engineering look at possible reconfigurations with Building C shifted to another segment of the complex. Such options could be one of the listed:

- Replace the area where Building C is currently planned with instead a **parking lot**.
- Replace Building C with **garages, carports, or storage units** along the south side property line, adjacent from Stonemill Dental Center. The developers of Springwood Landings to the east boundary designated a parking lot and carports along our east/west boundary.

- Redesign Building C to **have no balconies/windows or minimal windows** on its south side such designed for Buildings D, E, F and I.

Currently the developer offered a couple of mitigating measures. I am suggesting the additional following in bold letters.

- Olson Engineering said that they will Install 6 ft solid wood fence. **We suggest a 6' ft durable iron-frame (consistent with the one build by Springwood Lane Gracious Retirement Living)** along the south/north boundary that accommodates the existing trees.
- Olson Engineering said it would revise their landscaping plan to plant seven additional conifer trees (Douglas Firs) to the nine proposed set out in the landscaping plan. We would like to ensure these conifer trees start from west corner boundary of **SE 136th Ave to all the way to the east side of the property line. These trees are landscaped on the Jens Pointe property (off the property line). Landscaped in line with growth anticipation to not disrupt foundation or building integrity of 217 SE 136th Avenue.**

MAJ Development Corporation with Olson Engineering can work with us to find solutions to our serious concerns to avoid further legal engagement.

Kim Family Trust – Stonemill Dental Plaza



Dr. Daniel S. Kim, DDS, PS
Mrs. Hooja Kim
Ms. Shilla Kim

July 19, 2022

VIA EMAIL ONLY

City of Vancouver City Council
c/o Mark Person, Senior Planner
City of Vancouver
415 West 6th Street
Vancouver, WA 98660
E-Mail: mark.person@cityofvancouver.us

Re: ***Applicant Response for APL-82612 (PRJ-167483 / LUP-82098 Jens Pointe Mixed-Use)***
Our File No. 56044-80275

Dear City Council:

Thank you for your interest in the development of the Jens Pointe Mixed-Use Project (the “Project”),¹ which will provide much needed housing for the City of Vancouver. We represent the applicant, MAJ Pointe, LLC (“MAJ Pointe”) in the above-captioned appeal, and we present this letter on their behalf. This Project was approved by the City of Vancouver Hearing Examiner (“Examiner”) because it satisfies all applicable standards and criteria. One interested party, the Kim Family Trust (hereinafter the “appellant”), disagrees with the conclusions of the favorable staff report² and the Examiner’s approval and adoption thereof.³ This letter will address appellant’s concerns in detail.

The appellant’s primary concern relates to the Examiner’s proper application of the 10-foot minimum setback requirement for multi-family Building C, which is to be located along the southern property line of the subject property and north of appellant’s dental clinic.⁴ As a matter of fundamental fairness and established law, the City of Vancouver (the “City”) must apply the Vancouver Municipal Code (“VMC”) and 1997 Vancouver Zoning Ordinance (“VZO”) as written, and cannot deviate from the code based on the subjective interests of individual citizens.

This letter first provides a background for the Project, and then addresses appellant’s concerns in detail. This letter concludes that the Examiner was correct in approving MAJ Pointe’s application because the Project meets or exceeds all applicable development standards. As a result, the City Council must deny this appeal.

¹ Case Nos. PRJ-167483 / LUP-82098.

² *PRJ-167483 / LUP-82098 Staff Report and Recommendation to Hearing Examiner* (May 3, 2022) (hereinafter “*Staff Report*”).

³ See *Findings, Conclusions, and Decisions of Vancouver Hearing Examiner* (Jun. 10, 2022) (hereinafter the “*Decision*”). The *Decision* is attached as **Exhibit A**.

⁴ See Site Plan (Dec. 15, 2021) (Exhibit 004 of Appeal Record).

I. BACKGROUND

On January 13, 2022, MAJ Pointe submitted an application for mixed use master plan/site plan review for development of 240 multi-family residential units in 13 buildings, 1,850 square feet of retail/office space, and two live/work units at parcels 986036103, 986036105, 986036104, 986036102, 986036101, and 986036100 (the “subject property” or “site”). The subject property is comprised of six parcels totaling 8.43 acres and is zoned Community Commercial (“CC”) and Office Commercial Industrial (“OCI”). Development of the subject property is governed by a development agreement (“DA”) adopted on August 14, 1997⁵ that vests development of the site to City development standards in effect at the time the DA was adopted, including the VZO.⁶

At the time the DA was adopted, the parcels that make up the subject property were zoned Industrial Commercial (“MC”) and CC, with the option to apply a Mixed Use (“MX”) overlay zone. The 1997 development standards for the MX zone require a mix of uses, including residential. Pertinent to this appeal, the minimum building setback for the MX zone is 10 feet, unless the proposed building will abut a parcel in the single-family residential (“SFR”) zoning district.⁷ In this case, the Project does not abut any parcels zoned SFR, therefore the MX zone 10-foot minimum setback applies.

On May 17, 2022, an open record public hearing for the application was held before the Examiner. In addition to testimony from City staff and the applicant, public testimony was received from the appellant, who objected to the height and proximity of Building C in relation to their dental practice, located south of the subject property at 217 SE 136th Ave, Vancouver.⁸ On June 10, 2022, the Examiner approved the Project, subject to conditions.⁹ The appellant appealed the Examiner’s Decision on June 23, 2022, and this appeal is now before the City Council.

II. APPEAL ISSUES

A. This Project is subject to the approval standards of the VZO, and the VZO does not require MAJ Pointe to relocate Building C from its present location.

As established above, the Project is subject to the development standards contained within the VZO. The VZO requires a 10-foot minimum side yard setback for new development in the MX zone unless the proposed development abuts a SFR district, in which case the required setback is 14 feet.¹⁰ Appellant’s dental clinic is located on a parcel zoned CC and the subject property does not abut any parcels zoned SFR. As depicted in the site plan for this Project, Building C will be located 25 feet from

⁵ Resolution M-3117.

⁶ *Decision*, at 3 fn. 2 (“[t]he Examiner takes judicial notice of the August 14, 1997 Development Agreement, recorded on August 22, 1997, and the 1997 Vancouver Zoning Ordinance, which were not provided in the record.”)

⁷ VZO 20.21.306(F)(3).

⁸ APN 165175000.

⁹ *See Decision*, at 1.

¹⁰ VZO 20.21.306(F)(3).

the southern property line.¹¹ Therefore, Building C greatly exceeds the 10-foot minimum side yard setback standard for the MX zone as established in VZO 20.21.306(F)(3).¹²

Put simply, this appeal can be reduced to appellant's dissatisfaction with the fact that this Project is subject to a 10-foot minimum side yard setback standard, specifically in regard to Building C's proximity to appellant's dental clinic. Although the applicant has voluntarily exceeded the minimum setback standard by providing approximately 25 feet between Building C and the southern property line *and* proposes to plant conifer trees to provide additional buffering between the Project and appellant's dental clinic, appellant seeks to exact further mitigation measures from MAJ Pointe. Appellant arbitrarily demands that the applicant redesign its Project to relocate Building C 43 feet from the southern property line, notwithstanding that this demand has no basis in the development standards of the VZO. This appeal is meritless and must be denied.

B. VMC 20.410.050(C) is not an applicable development standard for this project.

Appellant's reliance on VMC 20.410.050(C) in an attempt to require the applicant to relocate Building C is misguided because VMC 20.410.050(C) is not a relevant approval criteria for this application. VMC 20.410.050 establishes development standards for the City's low-density residential districts.¹³ VMC 20.410.050(C) sets forth development standards for institutional uses such as colleges, schools, religious institutions, and emergency services facilities located within the low-density residential districts. VMC 20.410.050(C)(1)(a) establishes a minimum setback of 35 feet for "portions of an institutional campus abutting residentially-zoned property (not separated by a street)." The setback requirement within VMC 20.410.050(C)(1)(a) is clearly inapplicable to this Project because the subject property is (1) not located within any low-density residential zoning district; (2) does not abut any residentially-zoned property; and (3) the proposed mixed-use development is not an institutional land use.¹⁴

Foremost, VMC 20.410.050—including the 35-foot setback requirement of VMC 20.410.050(C)(1)(a)—only applies to development in low-density residential zoning districts. The subject property has base zoning designations of CC and OCI, and is designated with the MX overlay zone. As such, the subject property is not within any low-density residential zoning district. Because the subject property for the Project is *not* within any low-density residential zoning district and VMC 20.410.050(C)(1)(a) only applies to development in low-density residential zoning districts, VMC 20.410.050(C)(1)(a) is not a relevant approval criteria. The 35-foot minimum setback requirement in VMC 20.410.050(C)(1)(a) does not apply to the Project.

Appellant quixotically argues that the 35-foot setback requirement in VMC 20.410.050(C)(1)(a) should be applied to MAJ Pointe's Project simply because appellant's dental clinic abuts the southern boundary of the subject property. Although we have difficulty clearly discerning appellant's argument

¹¹ See Site Plan (Dec. 15, 2021).

¹² Building C also exceeds the 14-foot minimum setback standard within VZO 20.21.306(F)(3) for development abutting SFR-zoned properties, even though the subject property does not abut any parcel zoned SFR. See Site Plan (Dec. 15, 2021).

¹³ VMC 20.410.050 applies to development within the R-2, R-4, R-6, and R-9 zoning districts.

¹⁴ See VMC 20.410.050(C)(1).

on this point, we believe that appellant may be mistakenly attempting to apply the 35-foot minimum setback requirement for institutional land uses to the Project because appellant believes its own dental clinic is an “institutional” land use.¹⁵ But the language of VMC 20.410.050(C) is clear—the development standards therein are *only* triggered when an application is filed for a new institutional land use in a low-density residential zoning district. That has not occurred. MAJ Pointe’s approved Project is for a mixed-use development in the MX zone and the development standards within VMC 20.410.050(C) are not relevant approval criteria.

C. VMC 20.230.030(D) is not applicable for this Project.

In its appeal, the appellant argues that “the spirit of Comprehensive Development Plan (CDP) 20.230.030 (D) VMC should be applied in turn similarly to areas where newly rezoned mixed-use areas that propose high-density developments abutting existing medical, health and emergency services.” But the purpose and effect of VMC Chapter 20.230 is to “identify the procedures applicable to annexations by the city.”¹⁶ VMC 20.230.030(D) establishes objectives of regulations and restrictions that may be designed within a new comprehensive land use plan for areas that have been recently annexed by the City.

VMC 20.230.030(D) is absolutely inapplicable to the subject property or the Project because no annexation has occurred. Rather, the subject property has been within city limits for decades, predating the adoption of the 1997 DA. The approved land use application on appeal is for a site-specific development project at the subject property, not the adoption of a new land use plan for land that has recently been annexed into the City. The provisions of VMC Chapter 20.230 do not represent development standards or approval criteria, and are not applicable to the Project.

III. CONCLUSION

MAJ Pointe understands appellant’s concern with protecting the privacy of its dental clinic. To this end, the applicant has voluntarily exceeded the minimum side setback for Building C by providing approximately 25 feet between Building C and the southern property line of the subject property. Moreover, the applicant has also proposed voluntary mitigation measures including landscaping that will serve to buffer the Project from appellant’s dental clinic. The applicant has undertaken these voluntary mitigation measures to reduce potential impacts to appellant’s dental clinic.

Nonetheless, appellant has brought this appeal and seeks to rely on inapplicable provisions of the VMC to compel MAJ Pointe to redesign its project in accordance with appellant’s wishes. There is no basis in code for the appellant’s proposed design changes, and the prospect of redesigning its project “to avoid further legal engagement”¹⁷ from appellant is not tenable for MAJ Pointe. The applicant has proposed an exceptionally designed mixed-use project at the subject property, and has taken great

¹⁵ We would like to state for the record that we do not believe appellant’s dental clinic is an “institutional” land use because it is not an emergency service facility. We would be happy to provide additional analysis on this point upon request by the City Council.

¹⁶ VMC 20.230.010.

¹⁷ See Appeal Statement, at 4 (Jun. 23, 2021).

City of Vancouver City Council
July 19, 2022
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care to meet or exceed applicable development standards and criteria while also including additional voluntary mitigation measures.

The applicant appreciates the support and cooperation received from City staff in developing this Project. This review of appellant's arguments demonstrates that they are greatly misconstruing the City's zoning code in a manner that would place substantive development requirements on this Project that simply do not exist in either the VZO or VMC. Upon examination of the plain language of the City's code, it is clear that appellant's arguments lack merit and must be disregarded.

MAJ Pointe is confident that City staff and the Hearing Examiner correctly concluded that this Project meets all applicable development standards and criteria, including VZO 20.21.306(F)(3)'s 10-foot minimum setback requirement. We can appreciate the discomfort created by new development in existing communities, and the applicant has demonstrated a commitment to mitigating potential impacts from the Project. Respectfully, appellant's general disaffection with MAJ Pointe's Project is not a valid basis for a project appeal. We request the appeal be denied.

Thank you for your consideration of this letter, and we look forward to speaking with you at the hearing.

Very truly yours,

JORDAN RAMIS PC



Jamie D. Howsley
Admitted in Oregon and Washington

cc: Keenan Ordon-Bakalian, Jordan Ramis
Client
Mike Odren, Olson Engineering

Exhibit A
Examiner's Decision

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

In the Matter of the Application of	)	NO. PRJ-167483/LUP-82098
	)	
MAJ Pointe, LLC	)	Jens Pointe
	)	
For Approval of a Master Plan and	)	FINDINGS, CONCLUSIONS,
Site Plan	)	AND DECISION
	)	

SUMMARY OF DECISION

The request for master plan and site plan approval for a mixed-use development on six parcels located at the southeast corner of NE 136th Avenue and NE 4th Street in Vancouver, Washington is **GRANTED** subject to conditions.

SUMMARY OF RECORD

Request:

MAJ Pointe, LLC (Applicant) requested master plan and site plan approval for a mixed-use development including multifamily residential units with associated amenities, 1,850 square feet of retail/office space, two live/work units; and associated parking, landscaping, and infrastructure improvements. The subject property consists of six parcels located at the southeast corner of NE 136th Avenue and NE 4th Street in Vancouver, Washington.

Hearing Date:

The Vancouver Hearing Examiner conducted a virtual open record hearing on the application on May 17, 2022. In an abundance of caution, the record was held open through May 19, 2022 to allow for written public comment from members of the public who were unable to join the virtual hearing due to technology or access issues, with additional time arranged for responses by the parties. No post-hearing public comment was submitted, and the record closed on May 19, 2022. No in-person site visit was conducted, but the Examiner viewed the property on Google Maps.

Testimony:

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

Patti McEllrath, Senior Planner, City of Vancouver

Mike Odren, Landscape Architect and Land Use Planner, Applicant representative

Brandi Ho, Project Manager, Applicant representative

Shilla Kim

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Hooja Kim

Exhibits:

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

1. Staff Report
2. Application
3. Applicant Narrative
4. Development Plans
5. Notice of Application, Public Hearing and Optional Determination of Non-Significance, dated February 18, 2022
6. Final Determination of Non-Significance, dated March 22, 2022
7. Trip and Traffic Impact fee worksheet, dated May 2, 2022
8. Traffic Study by Lancaster Mobley dated December 23, 2021
9. Geotechnical Report and addendum by Hart Crowser, dated December 6, 2021
10. Stormwater report by Olson Engineering, dated December 17, 2021
11. Letter from Clark County Health, dated December 11, 2021
12. Letter from Department of Ecology, dated March 21, 2022
13. Letter from Dr. Daniel Kim, DDS and Hooja Kim, dated March 20, 2022
14. Staff response to Dr. Kim and Hooja Kim, dated March 24, 2022
15. Applicant PowerPoint Presentation
16. City PowerPoint Presentation
17. Photographs and renderings submitted by Shilla Kim
18. Landscape Exhibit, Olson Engineering

After considering the testimony and exhibits admitted into the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

1. MAJ Pointe, LLC (Applicant) requested master plan and site plan approval for a mixed-use development. The proposal consists of 240 multifamily residential units in 13 buildings with associated amenities including a clubhouse, pool, playground, outdoor fitness area, plaza, and dog runs; 1,850 square feet of retail/office space; two live/work units; and associated parking, landscaping, and infrastructure improvements. The subject property consists of six parcels located at the southeast corner of NE 136th Avenue and NE 4th Street in Vancouver, Washington.¹ *Exhibits 1, 2, 3, and 4.*

¹ Parcels 986036103, 986036105, 986036104, 986036102, 986036101, and 986036100. *Exhibits 1 and 2.*

2. The application was submitted on January 13, 2022 and determined to be complete on February 10, 2022. *Exhibit 6.*
3. Development of the subject property is governed by a development agreement that was adopted on July 21, 1997 (Resolution M-3117), a clarification of the development agreement that was signed on April 29, 2002, and an extension that was recorded on April 20, 2012. The development agreement vests development of the subject property to the City development standards in effect at the time of its 1997 adoption, which include the 1997 Vancouver Zoning Ordinance (VZO). The Applicant proposes to develop the subject property pursuant to the mixed-use standards of the VZO. The current provisions of the Vancouver Municipal Code (VMC) govern the review process.² *Exhibit 1.*
4. The subject property consists of six undeveloped tax parcels totaling approximately 8.4 acres. The Applicant intends to combine three of the lots into a single lot through the boundary line adjustment (BLA) process, which would be processed through the Clark County Auditor's office. Planning Staff submitted that the BLA is needed to ensure that none of the proposed buildings are constructed over lot lines and recommended that documentation of the BLA be submitted prior to final engineering approval. *Patti McEllrath Testimony; Exhibits 1 and 3.*
5. The subject property is generally flat. There are no wetlands or other critical areas on or near the site. There are existing trees along the site's NE 136th Avenue frontage, but none in the interior of the site. *Exhibits 1 and 15; Mike Ordren Testimony.*
6. The proposed multifamily buildings are identified as Buildings A through M on the submitted site plans. The buildings would range from three stories to four stories in height and would contain varying numbers of units. Buildings A, G, L, and M would each be three stories tall and contain 24 dwelling units. Building H would be three stories tall and contain 36 dwelling units. Building J would be three stories tall and contain 16 dwelling units and two live/work units. Building K would be three stories tall and contain 16 dwelling units and 1,850 square feet of retail/office space. Buildings B and C would be four stories tall and contain 36 dwelling units. Buildings F and I would be two stories tall and contain two dwelling units each, with garages on the ground floor. Buildings D and E would be three stories tall and contain four dwelling units each, with garages on the ground floor. The community center building associated with the multifamily buildings would be one story tall and 3,845 square feet in area. *Exhibit 3.*
7. The Applicant proposes to develop the site in eight phases, with the first phase consisting of the buildings and amenities of the central portion of the site, including multifamily Buildings F, G, H, and I; the community center, pool, play area, fitness area, and dog run; the vehicular access from NE 4th Street; and the northern vehicular access from NE 136th Avenue. Phases 2, 3, and 4 would consist of multifamily Buildings A, M, and L.

² The Examiner takes judicial notice of the August 14, 1997 Development Agreement, recorded on August 22, 1997, and the 1997 Vancouver Zoning Ordinance, which were not provided in the record.

respectively, which would be located along NE 136th Avenue. Phase 5 would consist of multifamily Buildings C and D, which would be located along the southern site boundary, and the southern vehicular access from NE 136th Avenue. Phase 6 would consist of multifamily Buildings B and E, which would be located just north of Buildings C and D. Phase 7 would consist of Building K, the combined multifamily and office/retail building. Phase 8 would consist of Building J, the combined multifamily and live/work building. Development of each phase would include the parking, fire hydrants, and emergency vehicle access needed for the phase. *Exhibit 3.*

8. Surrounding land uses are multifamily residential to the east (MX zone), a post office across NE 4th Street to the north (IL zone), a dental clinic to the south (CC zone), and commercial uses and vacant land to the west across NE 136th Avenue (OCI and CC zones). *Exhibits 1 and 15.*
9. Pursuant to the adopted development agreement, the northern portion of the subject property is zoned Industrial Commercial Development District (MC), and the southern portion of the subject property is zoned Community Commercial (CC), with the option to apply a Mixed Use (MX) overlay zone. The MX overlay is proposed because residential uses are not allowed in the MC zone. *Exhibits 1, 3, and 16.* The MX development standards require a mixture of uses on the development site, one of which must be residential. *VZO 20.21.306(E).* The minimum residential density in the MX zone is 12 dwelling units per acre; there is no maximum residential density. A variety of commercial uses are allowed, including retail and office uses. *VZO 20.21.200.* The proposed residential density would be 23.4 dwelling units per acre. *Exhibit 4.* Pursuant to *VZO 20.21.306(C)(2)*, a master plan is required for projects that require at least two buildings or that will be developed in phases.
10. Development within the MX zone is subject to a minimum floor area ratio (FAR) of 0.5:1. The proposed development would have a FAR of 0.76:1. *Exhibits 1 and 3.*
11. In the MX zone, the following lot dimensional standards apply: minimum lot area of 2,500 square feet; minimum lot width of 20 feet; and minimum lot depth of 90 feet. All six existing lots meet these requirements, as would the proposed combined lot. *VZO 20.21.306(F)(2); Exhibits 3 and 4.*
12. The maximum building setback in the MX zone is 20 feet, which may be increased to 35 feet if a public plaza or other amenity is provided between the public right-of-way and the building and if no parking is provided between the right-of-way and the building. The minimum building setback is 10 feet unless the building abuts a single-family residential district. *VZO 20.21.306(F)(3).* In this case, none of the buildings abut a single-family residential district, and the minimum 10-foot setback applies. The proposed building setbacks would comply with these standards, except that Buildings A, C, L, and M (along the NE 136th Avenue frontage) would have setbacks exceeding 20 feet due to the presence of utility easements that prevent them from being placed closer to the right-of-way. Building A would have street setbacks ranging from 24 to 34 feet, Buildings L and M would have 21-foot street setback, and Building C would have a 39-

foot street setback. A public plaza would be provided between Building C and NE 136th Avenue. The City has administratively approved these adjustments to the ordinance setback standards. *Exhibits 1, 3, and 4; Patti McEllrath Testimony.*

13. The minimum open space on site (not occupied by buildings or parking) per VZO Chapter 20.21 is 15%, which amount may include landscaped building setbacks. The Applicant proposes open spaces constituting approximately 25% of the site area. *Exhibits 3 and 4.*
14. The minimum landscaped area on site per VZO Chapter 20.83 is 15%. The landscaping plan must include deciduous street trees planted at a minimum rate of one tree per 30 feet of street frontage, and provide for landscaped areas with minimum five-foot length and depth dimensions. Parking lot landscaping must be protected by curbs, visually break up an expanse of pavement, include trees, and not violate corner sight triangles. The Applicant has submitted a landscape plan depicting a landscaped area occupying approximately 25% of the total site area. The City submitted that the plan complies with applicable standards. The City recommended that a note be included in the planting plan requiring all shrubs within sight distance triangles to be maintained so that the height above pavement does not exceed 2.5 feet, and that street trees within sight distance triangles be limbed up to a height of 10 feet to ensure visibility. *Exhibits 1, 3, and 4.*
15. The project is subject to the tree conservation standards of VZO Chapter 20.96, which require tree preservation and planting to achieve a minimum of 30 tree units per net acre and prioritize the retention of existing trees in site landscaping. The number of tree units required for the subject site is 253. The Applicant proposes to retain 49 tree units of existing trees, including Douglas fir, cedar, and oak trees, and plant 204 new trees to meet the minimum tree density requirement. *Exhibits 1, 3, and 4.*
16. The maximum building height in the MX zone is 65 feet, and the minimum structural ceiling height for ground floor units is 10 feet. The maximum building height proposed is 52 feet, and the minimum structural ceiling height proposed is 10 feet. *Exhibits 1, 3, and 4.*
17. Based on staff analysis, the parking standards applicable to the proposed use include 1.5 spaces per multifamily dwelling unit (360 for the proposed 240 units) and one space per 250 square feet of retail/office space (seven for the proposed 1,850 square feet).³ The MX development standards (VZO 20.21.306) contain a maximum parking limit of 125% of the minimum. The Applicant proposes a total of 371 parking stalls, which exceeds the minimum required but is less than the maximum. The parking would include 24 garage

³ See VZO Table 20.81.320. The cited one space per 250 square feet does not appear to correlate with any of the use categories in the table. It is possible that the one space per 250 square feet standard is based on a blend of use categories, as the code provides discretion for uses not listed and the precise use of the proposed commercial space has not been established. The standard for retail uses with greater than 1,500 square feet of floor area is one space per 200 square feet, and the standard for non-medical offices is one space per 400 square feet. Even if the higher retail standard were applied to the entire building (resulting in a parking requirement of nine spaces instead of seven), the proposed parking would still be adequate to meet code standards.

spaces, 17 ADA spaces, and 23 EV spaces. None of the parking would be provided between a street right-of-way and building façade, or within required building setbacks. The parking areas would be distributed throughout the site, adjacent to the buildings served. *Exhibits 1, 3, and 4.*

18. The proposed site and building design demonstrates compliance with MX standards. The buildings along NE 136th Avenue and NE 4th Street would have entrances oriented towards the street. An internal sidewalk system would provide for pedestrian circulation within the site, and would include connections to the sidewalks along NE 136th Avenue and NE 4th Street. The sidewalks would be six feet wide, with eight-foot wide sidewalks adjacent to parking stalls to allow for vehicle overhang. Parking areas would comprise less than 25% of the subject property's street frontage. There would be no blank walls or garage doors along the street frontage. The mixed-use buildings would include features to provide visual separation of the commercial and residential uses, including entrance canopies. For the street-facing buildings, at least 75% of the building width and 50% of the ground level wall area would include interest-creating features, including pedestrian entrances, canopies, windows, balconies, and landscaping. *Exhibits 1, 3, and 4.*
19. Vehicular access to the development would be from NE 136th Avenue (two entrances) and NE 4th Street (one entrance). Both streets are designated as minor arterials. *Exhibits 1, 4, and 8.*
20. The NE 136th Avenue frontage is already improved with curb, gutter, sidewalk, ADA ramp, and storm drainage facilities. New major commercial driveway approaches (City standard plan T01-07) from NE 136th Avenue would be required for access. The City recommended as conditions of approval that the southernmost driveway align with the existing driveway to Stonemill Drive on the opposite side of the street; that 400 feet of sight distance be provided at the proposed driveways; that any sidewalk deficiencies be repaired to ADA standards; and that roadway damaged by utility trenching be restored. *Exhibits 1 and 8.*
21. The NE 4th Street frontage is already improved with curb, gutter, sidewalk, ADA ramps, street lighting, and storm drainage. A new major commercial driveway approach (City standard plan T01-07) would be required. The City recommended as conditions of approval that the new commercial driveway approach align with the existing driveway to the USPS facility on the opposite side of the street; that an existing unused driveway be removed and replaced with curb, gutter, and sidewalk; that any sidewalk deficiencies be repaired to ADA standards; and that roadway damaged by utility trenching be restored. *Exhibits 1 and 8.*
22. Based on the trip generation rates contained in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition for multifamily development (ITE land use code 221) and shopping center (ITE land use code 820), the proposed development is expected to generate 1,338 new weekday daily trips, including 88 AM peak hour trips and 110 PM peak hour trips. *Exhibits 1 and 8.*

23. The segment of NE 136th Avenue between Mill Plain Boulevard and NE 28th 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 this proposed development is not anticipated to cause the corridor to drop below the adopted level of service standard. *Exhibit 1.*
24. The subject property is located within the bounds of Park District C, the Evergreen School District, and the Cascade Traffic Impact Fee District. The proposed development would be required to mitigate impacts to these various public services and facilities through the payment of park, school, and transportation impact fees. The fees have been calculated as \$618,000 for parks, \$900,720 for schools, and \$327,788.22 for traffic. The payable fees would be due prior to issuance of building permits. *Exhibit 1.*
25. The proposed development would connect to the municipal water and sewer systems. Based on the Applicant's preliminary plans and subject to recommended conditions, the City is satisfied that municipal utility requirements can be met on the site. *Exhibits 1 and 11.*
26. The Fire Department reviewed the proposal and determined that it can meet the requirements of VMC Title 16 and the International Fire Code. The Department's recommended conditions of approval address the needed fire response site plan, fire hydrants, fire apparatus access, and signage. *Exhibit 1.*
27. The Applicant proposes to infiltrate all stormwater runoff on site through infiltration trenches. Runoff from pollution-generating surfaces would be routed to BioPod biofilter units for enhanced water quality treatment prior to infiltration. The BioPod is an approved best management practice in the Stormwater Management Manual for Western Washington and the VMC. Based on the Applicant's preliminary plans, the City is satisfied that applicable stormwater ordinances can be met on site. *Exhibits 1, 9, and 10.*
28. The subject property is not in an area of high probability for discovery of archaeological resources. An archaeological predetermination was conducted on the subject property, which found that no archaeological survey would be required. For the preservation of cultural resources, however, the City recommended a stop work/notification condition to address unanticipated discovery of cultural or historical resources during construction, consistent with ordinance requirements. *Exhibit 1.*
29. Pursuant to the State Environmental Policy Act (SEPA), the City of Vancouver assumed the role of lead agency for review of environmental impacts caused by the proposal. After review of the Applicant's environmental checklist and application materials, the SEPA Responsible Official issued a notice of application, public hearing, and optional determination of non-significance (DNS) on February 18, 2022. After reviewing comments submitted during the comment period, the City issued a final DNS on March 22, 2022. *Exhibits 1, 5, and 6.*
30. Comments were submitted by the Washington Department of Ecology on solid waste

management and water quality requirements. These requirements were incorporated into Planning Staff's recommended conditions of approval. *Exhibits 1 and 12.*

31. Public comment on the project was submitted by the owners of a dental practice within the Stonemill Dental Center to the south of the subject property, Dr. Daniel Kim and Hooja Kim, who objected to the height of proposed Building C and its proximity to their practice. Because the north side of Stonemill Dental Center contains large seamless windows, the Kims were concerned that apartment residents in the eastern portion of Building C (the area of overlap) would have views into patient treatment rooms, creating HIPPA privacy concerns. The Kims requested that the Applicant plant additional screening vegetation, reduce the height of Building C, and/or move Building C to a different location, such as to the proposed plaza area to the west of the building, or to a proposed parking area off NE 136th Avenue to the north. *Exhibits 13 and 17; Shilla Kim Testimony; Hooja Kim Testimony.*
32. In response to public comment, the Applicant argued that it is the Kims' responsibility to ensure patient privacy, and that City code does not regulate views between the existing dental office and proposed residential uses. The Applicant submitted that the site plan as proposed includes features that reduce the potential impact, including landscaping and increased setbacks. The landscaping plan provides for the planting of a row of nine Douglas fir trees along the southern property boundary, to fill in the gaps between the existing row of trees on the dental center property. With respect to setbacks, because the Building C setback depicted on the project plans was measured from the edge of a breezeway extending south of the building, the actual distance between the property line and the apartment balconies would be 25 feet, and the distance between the property line and the building wall would be 30 feet. The Applicant objected to any requirement to move the building, as the site layout proposed was based on an extensive planning process, which took into account City code and development agreement restrictions on features such as parking and access. *Exhibits 4 and 18; Mike Odren Testimony.*
33. City staff submitted that it must apply the code as written, not based on the wishes of individual citizens. The proposed building setback exceeds the minimum requirements of the code, and the proposed building height is less than allowed by code. Consequently, staff recommended approval of the project with the site design proposed. *Patti McEllrath Testimony.*
34. Having heard all testimony and reviewed all submitted materials, Planning Staff maintained their recommendation for approval subject to the conditions in the staff report. *Exhibit 1; Patti McEllrath Testimony.* Applicant representatives waived objection to the recommended conditions. *Mike Odren Testimony.*

CONCLUSIONS

Jurisdiction:

Current VMC 20.210.020 grants the Hearing Examiner jurisdiction to hear and decide Type III development applications.

Pursuant to current VMC 20.210.120, the planning official has the authority to assign the review body in cases in which the VMC does not clearly identify the appropriate review body. In this case the planning official determined that the Type III procedure should apply to all requested approvals.

Criteria for Review:

Master Plan

Pursuant to former VZO 20.21.306.C.5(d):⁴

The Planning Commission shall approve the proposed Master Plan or approve with conditions only if it finds that the plan and schedule serve the purposes of the Mixed Use District and Master Planning Process set forth in Sections 20 21 160A – G and 20 21 306C1a – c respectively and satisfy the requirements of this chapter

20 21 160 MIXED USE DISTRICT (MX)

The Mixed Use District is a floating zone intended to provide the community with a mix of mutually supporting retail service office light industrial and residential uses. It promotes physically and functionally coordinated and cohesive site planning and design which maximizes land use. It also encourages development of a high-density active urban environment which is expected to

- A Achieve the goals and objectives of the Community Framework Plan and the Vancouver Urban Area Comprehensive Plan
- B Fulfill the community vision identified through the Visual Preference Survey and other opportunities for public involvement
- C Enhance livability environmental quality and economic vitality
- D Maximize efficient use of public facilities and services
- E Provide a variety of housing types and densities
- F Reduce the number of automobile trips and encourage alternative modes of transportation
- G Create a safe attractive and convenient environment for living working recreating and traveling

⁴ All direct quotes of criteria from the 1997 Zoning Ordinance, which omits most punctuation. The lack of decimal points within citations and the lack of commas within lists of items are the result of direct quotation and are not scrivener's errors.

20 21 306 MIXED USE (MX) DISTRICT DESIGN GUIDELINES/DEVELOPMENT STANDARDS

C Master Planning Process

- 1 The purpose of the Master Planning Process is to
 - a assure that the proposed development is considered as a whole and conforms to the comprehensive plan and community vision
 - b assure that phased development is properly coordinated and
 - c provide the developer/property owner with reliable assurances of the city's expectation for the overall project as a basis for detailed planning and investment

Site Plan

The site plan will be approved if consistent with applicable development standards. These are summarized in the above findings.

Conclusions Based on Findings:

1. As conditioned, the proposal is consistent with the purposes of the MX zone and master planning process, and with applicable MX development standards. Consistency with the Comprehensive Plan was evaluated at the time of adoption of the 1997 Development Agreement, as required by RCW 36.70B. The amenities provided within the residential portion of the development, the proposed live/work units, and the proposed retail/office space would fulfil the ordinance's goals for livability and economic vitality. Environmental quality is served by proposed landscaping and stormwater improvements, connection to the public water and sewer systems, compliance with requirements identified by the Department of Ecology, and compliance with the SEPA environmental review process. There are no critical areas on site. The proposed high density multifamily development maximizes efficient use of public facilities and services. Compliance with landscaping, building design, fire safety, driveway, and parking standards would ensure a safe, attractive, and convenient environment. The subject property frontage on NE 136th Avenue and NE 4th Street has already been developed with features such as sidewalks, and these would be improved as needed to comply with ADA requirements. The proposed phasing would be properly coordinated, in that all infrastructure needed for each phase would be constructed as part of the same phase, and the conditions of approval delineate when various construction items must be finished. *Findings 1, 3, 5, 7, 9, 14, 15, 16, 17, 18, 20, 21, 25, 26, 27, 29, and 30.*
2. With respect to the MX development standards, the proposed uses are allowed in the zone. The proposed residential density is consistent with MX standards, which specify a minimum density but not a maximum density. Minimum floor area and lot area requirements are satisfied, as well as minimum setback standards. The increased setbacks for some of the buildings are due to the presence of utility easements and have been administratively approved. Open space, landscaping, and parking requirements would be satisfied. With respect to Building C, the scale and location of the building are

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approved as proposed. There is no basis in code for requiring the Applicant to modify the site plan or reduce the height of the building, as the building is already lower in height than the maximum allowed, and the code does not provide for increased setbacks to protect non-residential uses. Further, the location of utility easements limit the ability of the Applicant to move the building a significant distance west. Expressly addressing the request of the adjacent dental practice, the City's code does not confer authority on City agents, including Planning Staff and the Examiner, to enforce to provisions of the Health Insurance Portability and Accountability Act. The Applicant's proposed additional evergreen tree planting along the property boundary shared with the concerned neighbor is reasonable and adequate mitigation by the Applicant. The neighboring business owner can take action in their own windows (such as blinds, privacy film, etc.) or add additional vegetation on their side of the shared boundary. *Findings 9, 10, 11, 12, 13, 14, 16, 17, 18, 31, and 32.*

3. The 1997 Vancouver Zoning Ordinance to which the project is vested establishes site plan submittal requirements but does not establish explicit standards or approval criteria. Based on the record submitted, the Applicant's materials demonstrate compliance with the development standards of the MX floating zone of VZO 20.21.306. As conditioned, the proposed site plan complies with the relevant development standards, including bulk, setback, open space, parking, landscaping, tree conservation, and pedestrian circulation standards. *Findings 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 34.*

DECISION

Based on the foregoing findings and conclusions, the requested master plan and site plan are **APPROVED** subject to the conditions below, which are to be satisfied by the Applicant or successors in interest.

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. Revise the civil/ final site plan to include the following note: In the event that intact archaeological deposits are encountered during construction, work shall be halted immediately, and the City of Vancouver Community Development Department and the Washington State Department of Archaeology and Historic Preservation be notified in order for the findings to be investigated and assessed by a professional archaeologist.
4. Pay concurrency monitoring fees totaling \$1,500.00.

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5. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for design and construction. Install dual service laterals for the live/work units or provide documentation during civil plan review that the business occupancy of those units will function substantially similar to multi-family. Address redline comments and submit the final design for civil plan approval.
6. Submit a Construction Stormwater Pollution Prevention Plan (SWPPP) to the City, prior to final civil plan approval.
7. New and existing fire hydrant locations shall be shown.
8. Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
9. Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit.
10. An approved fire response plan shall be included in both the civil plans and the architectural plans.
11. Submit geotechnical report based on project requirements and 2018 International Building Code.
12. Provide parking table showing distribution based on occupancy how the requirements for accessible parking are being met independently.
13. Show locations of EV parking infrastructure.
14. Where proposed buildings cross property lines, boundary line adjustments must be completed. Evidence of approved BLAs shall be submitted to the Planning Department prior to recording of the site plan(s).

Prior to Combustible Construction

15. Fire hydrants for emergency use shall be established and maintained.
16. Fire apparatus access roads shall be established and maintained.

During Public Improvement Construction

17. Secure construction permits and schedule and attend a pre-construction meeting. Construct new public sewers and service laterals as shown on the approved civil plans. Satisfy Construction Services testing and inspection requirements and secure Construction Acceptance.

18. Satisfy submittal and other requirements itemized in the Notification of Civil Plan Approval and secure final civil project acceptance.
19. Conduct additional geotechnical evaluations during construction to confirm the design infiltration rates and groundwater depth.
20. Temporary address signage shall be visible and legible from the street fronting the property for emergency response during construction.

Prior to Issuance of any Building/Development Permits

21. All required fees including Transportation, Park and School impact fees shall be paid.

Prior to Issuance of Occupancy Permits

22. Improvements to NE 136th Avenue per City of Vancouver standards shall be completed as conditioned on Exhibit 1, page 12.
23. Improvements to NE 4th Street per City of Vancouver standards shall be completed as conditioned on pages 12-13.
24. Pay sewer application fees and secure sewer connection permits. Connect new building sewers according to the plumbing code.
25. Dedicate an easement to the City of Vancouver in the form of a "Covenant running with the land" for access and inspection of the stormwater facilities.
26. Address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors.
27. Required fire lane signage shall be installed.
28. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
29. If a fire department Knox-Box was identified as a requirement during the construction permit review, then it shall be installed at an approved location and locked with the required content.

Decided June 10, 2022.

By:

/Sharon A. Rice/

Sharon A. Rice

City of Vancouver Hearing Examiner

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Staff Report: 122-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Addendum to the Renaissance Boardwalk Development Agreement and Agreements with National Park Service for Construction Staging

Key Points

- Kirkland Development is seeking use of National Park Service (NPS) land for use as construction staging for the development of the Renaissance Boardwalk adjacent to Waterfront Park.
- NPS has agreed to allow use of its property for construction in exchange for the development of new surface parking lots in the staging area and removal of existing surface parking lots within Waterfront Park.
- The City of Vancouver is facilitating this agreement by serving as contractor for the parking project for the purposes of entering into an agreement with NPS. The City of Vancouver will then contract with Kirkland for the performance of the work.
- The City of Vancouver will manage the new parking lots once completed.

Strategic Plan Alignment

Objective 4.1: Increase maintenance levels and accessibility to parks

Objective 5.1: Enhance Fort Vancouver's standing as a site of historical significance

Objective 7.1: Support redevelopment of Columbia River waterfront

Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region

Present Situation

The City of Vancouver entered into a Development Agreement with Kirkland Development on July 12, 2021, to develop Renaissance Boardwalk, a 400,000 square foot mixed use development with 230 units of market rate housing on the Columbia River waterfront east of the Interstate Bridge. Kirkland plans to begin construction on the site in September 2022. Given the project's unique location and the use of other nearby parcels for staging for other Waterfront developments,

Kirkland is challenged in identifying a suitable staging location.

Across Columbia Way from Kirkland's development site is an infrequently used piece of NPS land bounded by the BNSF berm to the north. NPS has agreed to allow use of its property for construction in exchange for the development of new surface parking lots in the staging area and removal of existing surface parking lots within Waterfront Park.

Given NPS's authority to enter into cooperative management agreements with local governments, NPS has asked the City of Vancouver to serve as contractor for the parking project and manage the parking once completed. The City of Vancouver will then contract with Kirkland for the performance of the work. The City will own and maintain all improvement to the property and will operate and collect all revenues from the new surface parking lots. Kirkland will cover all costs associated with the development of the parking lots and removing the existing lots.

The Renaissance Boardwalk project is slated to begin development in Fall, 2022, and will be under construction for 36 months. Once construction on the development is complete, Kirkland will convert the staging area into permanent parking and remove the existing parking areas within Waterfront Park. The new parking is expected to be operational in 2026.

Advantage(s)

1. Facilitates the timely completion of a strategic development site on the waterfront.
2. Improves access to Waterfront Park and enhances the park experience within Waterfront Park.
3. Implements metered parking along the waterfront to provide consistency with parking elsewhere downtown and on the waterfront.

Disadvantage(s)

None

Budget Impact

With the exception of an environmental assessment required by NPS for the development of the parking on Federal land, all costs associated with the use of the property for staging and the development of surface parking will be borne by Kirkland. The City of Vancouver will spend roughly \$100,000 preparing the environmental assessment and will recoup those costs from the parking revenues generated on site. This expense was included in the Supplemental Budget approved in May 2022.

In addition to the cost of the upfront environmental assessment, the City will be responsible for expenses associated with the operations and maintenance of the parking lots and for enforcement. Revenues from the parking lots are expected to generate sufficient revenues to cover those costs and provide additional funds for capital reserves and additional investments in waterfront improvements. Expenses associated with the management of the lots, including installation of pay stations and additional staffing for enforcement, will be included in the FY 25-26 Biennial Budget.

Prior Council Review

- Approval of Development Agreement with Kirkland Development LLC for development of Renaissance Boardwalk – July 12, 2021.

Action Requested

Adopt resolutions approving the following documents:

- Development Agreement Addendum between City of Vancouver and Kirkland Development
- Cooperative Management Agreement between National Park Service and City of Vancouver
- Implementation Agreement between National Park Service and City of Vancouver

Resolution also authorizes the City Manager to execute an Operations and Management Plan between National Park Service and City of Vancouver to be drafted consistent with the terms of the Cooperative Management Agreement.

Patrick Quinton, Economic Development Director, 360-487-7845; Becky Rude, Assistant City Attorney, 360-487-8513

ATTACHMENTS:

- ▢ National Park Service Waterfront Cooperative Management Area Agreement
- ▢ National Park Service Fort Vancouver National Historic Site Agreement
- ▢ Renaissance Boardwalk Development Agreement Addendum
- ▢ National Park Service Fort Vancouver and Waterfront Agreement Resolution
- ▢ Renaissance Boardwalk Development Agreement Resolution
- ▢ Presentation

[DRAFT – SUBJECT TO OFFICIAL APPROVAL – 08/17/2022]

IMPLEMENTATION AGREEMENT

between the

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

and

CITY OF VANCOUVER

for

FOVA WATERFRONT COOPERATIVE MANAGEMENT AREA

This Waterfront Cooperative Management Area (WCMA) Implementation Agreement (Agreement) is hereby entered into and between the National Park Service (NPS), an agency of the United States Department of the Interior, and City of Vancouver (City), a Washington municipal corporation. The purpose of this Agreement is to set out the terms and conditions under which the City will, pursuant to the Cooperative Management Agreement by and between the parties of [date] (CMA), cause the design and construction of expanded available NPS public waterfront greenspace and parking spaces for visitors to access NPS and City parks in the Fort Vancouver National Historic Site (FOVA) Waterfront Cooperative Management Area (WCMA or Project). Throughout this Agreement, the NPS and the City may be referred to jointly as “the parties.”

In consideration of, and reliance on, the City’s offer to complete certain portions of the Project pursuant to the CMA, the NPS will not seek Federal appropriations for the Project but will use existing appropriated funds to work with the City to implement the Project. It is the intent of both parties to be legally bound by this Agreement.

ARTICLE I. BACKGROUND

The NPS unit involved is the Fort Vancouver National Historic Site (“FOVA” or “Park”). The City of Vancouver is Washington a municipal corporation. The City’s headquarters is located at Vancouver City Hall, 415 W. 6th Street, Vancouver, Washington 98660.

As described in the CMA, Article III.A., the scope of work for this Project includes:

The parties intend to propose the design and construction of new parking lot(s) north of Columbia Way (“Columbia Way Parking Lot”) as well as the removal of two existing parking lots and restoration of these areas to create a larger, public-friendly greenspace in the WCMA. The WCMA project features are outlined in Attachment A. The Parties anticipate that COV will cooperatively

maintain and operate the newly established parking lots on a long-term basis. The federal lands will remain under the NPS's administrative jurisdiction, but the COV will fund or secure certain agreed upon improvements (such as the maintenance of the parking lots, management and policing of any parking meters and/or permit program). More specifically, the proposed improvements are:

- Removal of either or both of the two western existing parking lots (see Attachment A) and revegetation of those lots currently on FOVA's greenspace south of Columbia Way in order to expand greenspace near the Columbia River;
- Construction of parking lot(s) north of Columbia Way on FOVA lands in order to move and expand parking into an area that does not provide the high recreational values of the greenspace south of Columbia Way;
- Operation, maintenance, and management of existing parking and converted greenspace near Columbia Way on a long-term basis in a manner that ensures public access to park lands; and
- Operation, maintenance, and management of the newly constructed parking lot(s) north of Columbia Way on a long-term basis in a manner that ensures public access to FOVA and COV park lands.

The improvements would be completed in conjunction with the beginning of the proposed development project and upon construction of buildings of the COV-approved private development project authorized under Vancouver Municipal Code section 20.250.010(A) and known as the Renaissance Boardwalk Development, which is located on approximately 2.03 acres east of Interstate 5 and south of SE Columbia Way, fronting the Columbia River and further described in that certain Development Agreement by and between the City and Kirkland Development, LLC, a Nevada limited liability company, dated July 12, 2021 (the "Renaissance Development").

The parties' authority to cooperate and history of cooperation is detailed in the CMA. The WCMA project background and long-term intent is also described in the CMA. This Agreement tiers to the CMA and provides more design detail. This Agreement establishes the parties' understandings and obligations regarding the City's coordination of the design and construction of the Project, such that the City may accomplish the Project within parameters acceptable to the NPS and in compliance with applicable laws, regulations, government policies, and the 2003 FOVA General Management Plan.

The Project Plan and Description is contained in Attachment A to this Agreement.

ARTICLE II. AUTHORITY

The NPS enters into this Agreement pursuant to the authority cited in the CMA, including 54 U.S.C. §§ 100101 *et seq.* (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS's mission and 54 U.S.C. § 101703, Cooperative management agreements, which authorizes the NPS to cooperate with state and local park agencies for the more effective and efficient management of adjacent park areas.

The City enters into this Agreement pursuant to the authority described in the CMA, including

the State of Washington Interlocal Cooperation Act, Chapter 39.34 RCW, which allows for contracts between public agencies, defined in RCW 39.34.020(1) to include the City as a municipal corporation and NPS as an agency of the United States, contingent upon approval by the Vancouver City Council as the governing body of the City.

ARTICLE III. DEFINITIONS

As used in this Agreement, the following terms have the following meanings, and are applicable to both the singular and plural forms of the term:

“Contractor” means any entity (including without limitation, general contractors and subcontractors, vendors, suppliers, architectural and engineering firms, landscape architecture firms, design firms, exhibit fabricators, or other professional service firms) retained by the Developer to provide any design, construction, fabrication, utility, architectural, engineering, project management, construction management, regulatory compliance, labor, materials, products, or services.

“Construction” means any fabrication, installation, improvements to, or modifications of NPS real property or personal property, including any ground or site disturbance.

“Construction documents” means the drawings and specifications that fully describe the construction work to be completed under this Agreement.

“Cost estimate” means a cost estimate appropriate for the level and complexity of design and construction of a project, as determined by the NPS, including NPS designated Class C estimates for Conceptual Design; Class B estimates for Design Development; and Class A estimates for Construction Documents.

“Design” defines the construction requirement (including the functional relationships and technical systems to be used, such as architectural, landscape architectural, environmental, structural, electrical, mechanical, and fire protection) producing the technical specifications and drawings, and preparing the construction cost estimate. Design includes the development of a range of conceptual alternatives through a variety of means including design, design build or design competition; at the sole discretion of the NPS, the development of regulatory compliance documentation for NPS review and approval, including National Environmental Policy Act and National Historic Preservation Act documentation; value analysis and alternative refinement during schematic design and design development; required NPS design-related reviews and approvals; and the preparation of construction documents.

“Developer” means the Developer identified in that certain Renaissance Boardwalk Development Agreement dated July 12, 2021 by and between the City and Kirkland Development, LLC, a Washington limited liability, as may be amended from time to time.

“Project Development Plan” describes (1) project-specific design elements and City construction standards that must be addressed in Project designs and (2) Project deliverables and delivery dates.

“Third-Party Contract” means any contract between the Developer and any contractor furnishing design, construction, labor, supplies or services.

ARTICLE IV. RESPONSIBILITIES OF THE PARTIES

A. The NPS agrees to:

1. Subject to completion of National Environmental Policy Act (NEPA) compliance, grant the City and the Developer access to the site for purposes of accomplishing the Project. NPS, through signing this agreement, authorizes the City and Developer to utilize the area located on Attachment C – Temporary Construction Staging Area and Protocol for the staging of equipment subject to the terms in that attachment including terms, conditions, and length of use. This staging has independent utility for accomplishing nearby improvements benefitting City parks through the Renaissance Development, as described in the CMA. If the NEPA process concludes with approval of WCMA parking lot removal and construction, this Agreement authorizes those activities necessary to achieve the removal and construction.
2. Create an archeologically compliant site plan for the newly constructed parking lot, and provide archeological monitors during performance of Project site work.
3. Monitor the general implementation of the Project, including periodic inspection and tests for compliance with the requirements of this Agreement, the Project Development Plan, project implementation plan or applicable special use permit, and relevant laws, regulations, and policies.
4. Inspect the Project and, if the NPS determines that it meets NPS standards and requirements and is complete, provide a written acceptance to the City. If the NPS cannot accept the Project as complete, then the NPS will identify in writing what additional work the City must accomplish in order to allow the NPS to accept the project as complete.
5. Notify the City of any change in federal law or NPS policy that may affect implementation of this Agreement.

B. The City agrees to:

1. Ensure that the Project construction meets NPS standards and requirements.
2. Cause the Developer to complete the Project construction consistent with the City construction approval process.
3. Implement the Project pursuant to CMA terms.

4. Conduct or cause to be conducted an Environmental Assessment of the Project in compliance with National Environmental Policy Act (NEPA).
5. Before the Developer enters into any contract or agreement with any third party related to the Project, the City will provide to the NPS the signed Developer Certification Form, included as Attachment D to this Agreement. City will ensure that Developer maintains required insurance.
6. Submit all plans, designs, and specifications for NPS review and approval or disapproval at key stages of the Project.
7. Ensure that the Project design complies with all applicable laws, regulations, legal requirements, building codes, design requirements, and NPS management requirements.
8. Before initiating construction of the Project, demonstrate to the NPS's satisfaction that all funds necessary to pay for the Project have been secured and will remain available to pay Developer's expenses associated with the Project.
9. Ensure that its Developer establishes and maintains, throughout the course of the Project: (i) security in favor of the United States in the form of a performance bond of the City's obligations under this Agreement, or where a contractor obtains the performance bond, the contractor's performance of its contract with the Developer; and (ii) a payment bond assuring payment of all persons supplying labor and material in the execution of the work undertaken for the Project, with the following conditions:
 - a. All bonds must be in an amount equal to at least 100 percent of the total project cost, as approved by the NPS. The NPS may require additional performance and payment bond protection if the estimated costs increase during Project planning, design, or construction;
 - b. All bonds must be in the form of a firm commitment from a certified company listed in Treasury Department Circular 570;
 - c. Bonds obtained pursuant to this Article must be consistent with the term of this Agreement; and
 - d. Should any bond issued pursuant to this section be canceled or withdrawn, the City must immediately notify the NPS in writing.
10. Include the following requirements verbatim in any Third-Party Contract for the performance of any work or for fulfilling any obligation related to the Project:

“The contractor agrees:

- a. That the National Park Service is a third-party beneficiary of this

contract, with all legal rights associated with that status, including the right to enforce the contract.

- b. To comply with all applicable laws, regulations, rules, orders, and other legal requirements, and NPS policies;
- c. To comply with the terms and conditions of the Project Development Plan, project implementation plan, or special use permits relating to the Project;
- d. To follow any NPS order to suspend work and that at any time the NPS may monitor, inspect, or access the construction site and construction-related materials and documents, however any NPS imposed suspension of work shall automatically extend the timeline for completion of the Project Development Plan by a corresponding period;
- e. To obtain, and transfer to the NPS from subcontractors, manufacturers or suppliers for work performed and materials furnished all warranties that would be given in normal commercial practice:
 - i. For a period of not less than one year; and
 - ii. Executed, in writing, for the benefit of the City and the United States;
- f. To be responsible for all damages to persons or property that occur as a result of the contractor's fault or negligence because of, or in any way related to the Project;
- g. To waive any defense to any claim based on the contractor's alleged reliance on the City's or the NPS's Project monitoring, inspections or tests. All monitoring, inspections or tests are for the benefit of the City or the NPS and do not relieve the contractor of responsibility for (i) providing adequate quality control measures, or (ii) ensuring against damage or loss before Project acceptance. In addition, such monitoring, inspections or tests do not imply acceptance of the contractor's work by either the City or the NPS, nor does it affect the continuing rights of the City or the NPS after acceptance of the contractor's work.
- h. That neither the City's nor the NPS's review, approval, or acceptance of the contractor's services nor the City's payment for those services will be construed to operate as a waiver of any rights of the City or the NPS, or of any cause of action that the City or the NPS may have, and the contractor will be and remain liable to the City and the NPS in accordance with the terms of this Contract and applicable law for all damages for which the contractor is legally responsible.

- i. That in the event of a conflict between the provisions of this Contract and the provisions of the Implementation Agreement between the NPS and the City of Vancouver, dated [INSERT], recognize that the terms of the Implementation Agreement control.
- j. To obtain and maintain insurance consistent with the requirements of Article IX of the Implementation Agreement;
- k. That the contractor has no recourse against the United States with respect to any aspect of construction activities and will not lien any land, structures, fixtures, or improvements associated with this Contract; and
- l. To be jointly and severally liable under this Contract if the contractor consists of more than one legal entity.”

In addition to provisions a-l above, any Third Party Contract for the provision of architectural or engineering services must contain verbatim the following provisions:

“The contractor agrees:

- m. That it is solely responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the contractor and warrants that the Project can be built as designed;
- n. To correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services without any additional compensation; and
- o. That the final signed and sealed Final Construction Documents provided by the contractor, as reviewed and approved in writing by the NPS, are the only true contract documents of record for this Project. By submission of the Final Construction Documents to the City, the contractor warrants that all review comments have been resolved to the satisfaction of the NPS and have been incorporated into the Final Construction Documents.”

NOTE: Additional Third-Party contract terms are described in Article X.A.1.

11. At no cost to the NPS, promptly take steps necessary, including the suspension of work, to address any concerns raised by the NPS.

12. Before the NPS accepts the Project as complete, certify in writing that the Project is

free and clear of all debts, liabilities, liens, or obligations.

C. The parties further agree as follows:

1. The Project's overall cost is estimated to be approximately \$900,000. The Project Budget and the City's and the NPS's financial contributions are detailed in Attachment B.
2. Other Contracts: With respect to the Project, the NPS and the City are parties to that certain Cooperative Management Agreement of [date] and the City and the Developer are parties to that certain Renaissance Boardwalk Development Agreement dated July 12, 2021 and Addendum entered into concurrent with this Agreement.
3. The NPS's review or approval of documents under Article IV.A of this Agreement will not be construed to operate either as a waiver of any rights of the NPS or as a waiver of any cause of action that the NPS may have under this Agreement or any Third-Party Contract.
4. The United States will own all right, title, and interest in or to the completed Project, including all fixtures and other property described in Attachment A, and the City hereby waives all claims of right, title, or interest in or to the completed Project, except as provided by the CMA. At the NPS's request the City will execute any documents necessary to confirm the United States' title.

ARTICLE V. ATTACHMENTS

Attachments include: A—Project Description and Plan, B— Project Budget & Financial Contributions, C—Temporary Construction Staging Area and Protocol; D—Contractor Certification Form.

Attachments A-D are hereby incorporated into this Agreement.

ARTICLE VI. KEY OFFICIALS

For the City of Vancouver:

Patrick Quinton, Economic Development Director
City of Vancouver, City Manager's Office
PO Box 1995
Vancouver, WA 98668-1995
Tel: (360) 487-7845
Email: Patrick.Quinton@cityofvancouver.us

For the National Park Service:

Tracy A. Fortmann, Superintendent
Fort Vancouver National Historic Site
800 Hatheway Road, Building 722
Vancouver, WA 98661
Tel: (360) 816-6205
Email: Tracy_Fortmann@nps.gov

ARTICLE VII. TERM OF AGREEMENT

This Agreement will be effective on the date of final signature and, unless modified or terminated by the parties, will continue in force and effect for the same period of time as the

CMA. The parties may mutually agree to terminate this Agreement, subject to parties completing outstanding obligations.

ARTICLE VIII. MODIFICATION, DISPUTE RESOLUTION, AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties' authorized representatives.
- B. The parties agree that in the event of a dispute between them, they will promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties.
- C. If either party reasonably believes that the other party has breached its obligations under this Agreement, the alleging party must provide the other party a written Default Notice (Notice) of such alleged breach. The party receiving the Notice will have 30 days (the Cure Period) after receipt of the Notice to cure such alleged breach. The Cure Period may be extended by mutual agreement of the parties.
- D. If the alleged breach is not cured within the Cure Period the alleging party may, without first obtaining a judgment or declaration of breach by any court, board, arbitrator or any other adjudicator, exercise its rights to proceed against the bonds required in Article IV.B.11.a-d of this Agreement, or seek any alternative or additional remedies available to it, including termination of this Agreement.
- E. If the parties agree that circumstances beyond the control of the parties preclude project completion as contemplated in this Agreement, the parties will modify the project in order to complete as much as feasible or redesign the project to satisfy the original objectives to the degree possible.

ARTICLE IX. INSURANCE AND LIABILITY

- A. Insurance
 - 1. Self-Insurance. NPS and the City each acknowledge that the other Party is self-insured.
 - 2. Insurance must be acquired by Developer before the initiation of any in-Park activities and must be maintained until the Project is accepted as complete by the NPS.
 - 3. The NPS will not be responsible for any omissions or inadequacies of any insurance coverage or amounts in the event that insurance purchased by the City or a contractor proves to be inadequate or insufficient for any reason.

4. The Developer and its contractors are responsible for ensuring that these insurance requirements are included, as appropriate, in their respective contracts with subcontractors. The Developer and all contractors must procure and maintain the following insurance and comply with the following associated requirements:
 - a. The Developer and all contractors must have appropriate insurance including coverage for commercial general liability, contractual liability, automobile, valuable papers, umbrella coverage, and workers' compensation, from a responsible company or companies. Unless higher limits are required by the NPS in writing, commercial general liability insurance and automobile insurance must each have a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident.
 - b. The Developer or the Developer's prime contractor or general contractor must have Builder's Risk Insurance sufficient to cover the replacement cost of the Project.
 - c. Contractors providing architectural or engineering service must have Professional Error and Omissions Insurance coverage that, at a minimum, conforms to the requirements of applicable state, territorial, or district law.
5. All insurance policies required by this Agreement must be payable to the Developer, and the Developer will use insurance proceeds to correct the damage, harm, or deficiency that is the basis of the insurance claim. Developer expenditure of insurance proceeds will be in conformance with law, NPS policies, and NPS approvals. Insurance proceeds that are paid to the Developer, but that are not needed or cannot be used to correct the harm or deficiency at issue, must, if allowed under the insurance policy, be used to further Park projects and programs as agreed to by the parties.
6. All insurance policies required by this Agreement must name the United States and the City as an additional insured and must specify that the insurer must specify that the insurer has no right of subrogation vis-à-vis the United States with respect to claims against other parties. If in the NPS's judgment the City is unable to meet its obligation to correct the damage, harm, or deficiencies at issue, then the NPS may file insurance claims and use insurance proceeds consistent with law and NPS policies.
7. Insurance Carrier Requirements:
 - a. Each issuer of the insurance required by this Article must be rated no lower than A- by the most recent edition of the A.M. Best's Key Rating Guide (Property-Casualty Edition).
 - b. All insurers for all coverage must have a Best's Financial Size Category of at least

VII according to the most recent edition of A.M. Best's Key Rating Guide (Property-Casualty Edition).

- c. All insurers must be admitted, licensed, and approved to operate in the state, territory, or district in which the Project will occur.

B. Liability

1. To the extent authorized by applicable state law, the City assumes liability for claims, losses, damages, costs, judgments, or other liability of any kind whatsoever arising out of or relating to the activities of the City and its officers, employees, agents, contractors, and subcontractors under this Agreement.
2. To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2014), the NPS will be liable for the negligent or other wrongful acts of omissions of its officers or employees while acting with the scope of their office or employment. The NPS's commitment to pay any lawful liability incurred by the NPS under this Agreement is backed by the full faith and credit of the United States.
3. The City must pay the United States the full value of all damages to the lands or other property of the United States directly caused by the City, its employees, agents, representatives, or contractors (including a contractor's subcontractor) in connection with any activities under this Agreement.
4. The City must cooperate with the NPS in the investigation and defense of any claims that may be filed with or against the NPS arising out of the activities of the City, or the City's employees, agents, representatives, or contractors (including a contractor's subcontractor).

ARTICLE X. CONFIDENTIAL AND PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

- A. With respect to confidential and proprietary information and intellectual property created in association with this Agreement the City agrees that:
 1. Rights to Works Produced in the Performance Contract

The City is bound by the following provisions. Additionally, the City will require that provisions a through c below are incorporated into all contracts and subcontracts with contractors that are executed in furtherance of this Agreement. These provisions should be modified by including the City's name and the contractor's name when such provisions are inserted into any contract.

- a. The NPS will own any and all rights, titles, and interests, including design and construction documents and any and all patents, copyrights, trademarks, trade secrets, inventions, products or other intellectual property rights created as a result of, arising from, or relating to this Agreement, including without limitation intellectual property utilized in bid proposals and any pre-existing intellectual property belonging to the City and/or contractor that is provided in association with the Project, provided, however, that the City may request from the NPS a non-exclusive license to use any intellectual property for purposes related to the City's fundraising and promotional activities associated with the Project. The NPS will consider the request for such non-exclusive license on a case-by-case basis. This provision will survive expiration or termination of this Agreement.
- b. The City and the contractor will fully cooperate with the NPS in the protection and enforcement of any intellectual property rights resulting from activities and services performed in connection with this Agreement. This obligation includes timely execution, acknowledgment, and delivery to the NPS of all documents and papers that may be necessary to enable the NPS to utilize in any manner any copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights.
- c. If any invention or material created in the course of performing tasks under this Agreement or any associated agreement is patentable intellectual property, the contractor will report the invention or patentable intellectual property to the City within thirty days of its creation and the City will immediately report the invention or intellectual property to the NPS.

ARTICLE XI. ACCOUNTING AND REPORTS

The City, the Developer, and its contractors and subcontractors must maintain accounting books and records under a system of accounts and financial controls meeting Generally Accepted Accounting Principles and must permit the Department of the Interior or its designee, including the NPS Comptroller and the Department's Office of the Inspector General, to verify and audit financial documents from the books, correspondence, memoranda and other records of the City relating to this Agreement, during the period of this Agreement, and for such time thereafter as may be necessary to accomplish such verification.

ARTICLE XII. STANDARD CLAUSES

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement will be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement

will be construed to obligate the government to any current or future expenditure of funds in excess or advance of the availability of appropriations from Congress, nor does this Agreement obligate the government to spend funds on any particular project or purpose, even if funds are available.

- C. Limitations on Lobbying: To the extent that the City commits in this Agreement or any related agreement to raise funds from non-federal sources for the Project, the City further agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The City may not use any appropriated funds (including property, utilities, or services acquired with or supported by appropriated funds) to lobby or attempt to influence Congress or any official of any government.
- D. Compliance with Applicable Law: This Agreement and performance hereunder is subject to all applicable laws, regulations, and government policies whether now in force or hereafter enacted or promulgated. Nothing in this Agreement will be construed as in any way limiting the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies.
- E. Release of Information: The City will obtain prior written approval through the NPS Key Official for any public information releases which refer to this Agreement or Project. The specific text, layout, photographs, etc., of the proposed release will be submitted with the request for approval.
- F. Assignment: No part of this Agreement may be assigned to any other party without prior written approval of the NPS.
- G. Agency: The City is not an agent or representative of the United States, the Department of the Interior, or the NPS, or the Park, nor will the City represent its self as such to third parties. NPS employees are not agents of the City and will not act on behalf of the City.
- H. Non-Exclusive Agreement: This Agreement does not restrict the City or the NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

ARTICLE XIII. AUTHORIZING SIGNATURES [*NPS SIGNS 1ST, THEN PARTNER*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the last signature is affixed:

NATIONAL PARK SERVICE

Name, Title

Date

CITY OF VANCOUVER

Name, Title

Date

ATTACHMENTS:

Attachment A – Project Plan and Description

Attachment B – Project Budget and Financial Contributions

Attachment C – Temporary Construction Staging Area and Protocol

Attachment D – Developer Certification Form

ATTACHMENT A – PROJECT PLAN AND DESCRIPTION



The project to develop the parking lots, as shown above as “Future N.P.S. Parking”, will commence once construction on the Renaissance Boardwalk Development is substantially complete and will be completed within 12 months. The project will be permitted by the City of Vancouver and will comply with all applicable codes, requirements and standards for surface parking lots. The lots will maintain existing pedestrian access from the Waterfront to Apple Tree Park and will provide for additional pedestrian across SE Columbia Way to the Waterfront. In addition, the lots will be developed to allow for the future installation of electrical charging stations.

As replacement parking becomes available in the newly developed parking lots, the project includes removal of the two western existing parking lots labeled above as “Current N.P.S. Parking” and revegetation of those lots in order to expand greenspace near the Columbia River.

Because the project will be developed in the Historic Reserve Conservation District ([VMC Section 20.640.040](#)) of the Vancouver Central Park Plan District ([Chapter 20.640 VMC](#)), compliance with the applicable Special Standards prescribed by [VMC 206.640.040\(D\)](#) will be required. The Special Standards will govern a range of project design elements including public art, screening, thematic landscaping, lighting standards, benches, trash receptacles, fences, signage, underground utilities and access control.

ATTACHMENT B – PROJECT BUDGET & FINANCIAL CONTRIBUTIONS

AS OF 05/03/2022

Developer will fund the project budget costs in consideration for use of the temporary construction staging area; financial obligations of NPS or the City will be related to ongoing operations, maintenance, and repairs.

ITEMS

BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Parking Lots					
1	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00
2	Erosion and Sediment Control	LS	1	\$ 20,000.00	\$ 20,000.00
3	Site Demo, Clearing and Grubbing	LS	1	\$ 50,000.00	\$ 50,000.00
4	Stripping (6-inches)	CY	925	\$ 25.00	\$ 23,125.00
5	Excavation (Export Offsite)	CY	1234	\$ 35.00	\$ 43,190.00
6	Crushed Surfacing Base Course	CY	1234	\$ 30.00	\$ 37,020.00
7	HMA	Ton	609	\$ 150.00	\$ 91,350.00
8	Cement Concrete Curb and Gutter	LF	1630	\$ 50.00	\$ 81,500.00
9	Pavement Markings	LS	1	\$ 50,000.00	\$ 50,000.00
10	Signage	LS	1	\$ 10,000.00	\$ 10,000.00
11	Stormwater Management (Filterra)	LS	10	\$ 25,000.00	\$ 250,000.00
12	Stormwater Management (Detention)	LS	1	\$ 75,000.00	\$ 75,000.00
13	Stormwater Management (Pipes/Manholes)	LS	1	\$ 50,000.00	\$ 50,000.00
14	Topsoil, Landscaping, Trees & Irrigation	LS	1	\$ 60,000.00	\$ 60,000.00
15	Lighting + Electrical	LS	1	\$ 75,000.00	\$ 75,000.00
	Subtotal				\$ 951,185.00
1	Construction Staking	LS	1	\$ 10,000.00	\$ 10,000.00
2	Geotech Testing	LS	1	\$ 10,000.00	\$ 10,000.00
	Subtotal				\$ 20,000.00
	Total Parking Lots				\$ 971,185.00

ATTACHMENT C – TEMPORARY CONSTRUCTION STAGING AREA AND PROTOCOL

TEMPORARY CONSTRUCTION STAGING AREA MAP



TEMPORARY CONSTRUCTION STAGING AREA PROTOCOL

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum as required.
- B. Water Service: Water from existing water system is available for use with metering and payment of use charges. Provide connections and extensions of services as required for construction operations.

- C. Electric Power Service: Electric power from existing system is available for use with metering and payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Environmental Protection: Provide environmental protection as required by authorities having jurisdiction and as indicated in the Contract Documents. Coordinate with requirements of the following:
 - 1. Regulatory Requirements.
 - 2. Noise & Acoustics Management.
 - 3. Environmental Management.
 - 4. Construction Waste Management.
- C. Accessible Temporary Egress: Not Used.

1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before NPS acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Temporary materials may be new or used but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
- B. Pavement: Comply with Division 32 Section "Asphalt Paving."
- C. Barrier Tape: Yellow tape Imprinted with "CAUTION: CONSTRUCTION AREA", manufactured by Reef Industries, Inc., Houston, Texas, or approved equal.
- D. Wood Enclosure Fence: Not Used.
- E. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Water from existing water system is available for use with metering and payment of use charges. Provide connections and extensions of services as required for construction operations.
- B. Sanitary Facilities: Provide temporary toilets, and wash facilities for use by construction personnel.
 - 1. Place in approved locations secluded from public observation and convenient to work stations. Relocate as work progress requires.
 - 2. Maintain and clean toilet facilities at least weekly.
 - 3. Completely remove sanitary facilities on completion of work.
- C. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - 1. Use of permanent heating system will not be allowed without written authorization from the Contracting Officer. When the permanent heating system is approved for use as temporary heating pay all costs until final acceptance. Permanent heating system must be sufficiently complete, including controls, to permit safe operation
 - 2. Provide and maintain adequate approved facilities, as required for safety and construction requirements, during the progress of the work. Provide ample clearance around stoves and heaters and all chimney and vent connections to prevent ignition of combustible material
 - 3. Install and maintain temporary filters when air handling equipment is used for temporary heating. Install new filters before final acceptance in addition to any extra sets of filters required. Clean coils as determined by the Contracting Officer.
 - 4. Warranties for equipment used for temporary heating shall start on date of Final Acceptance.
- D. Electric Power Service: Use of existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to the NPS.

1. When temporary connections are removed, restore existing utility services to their original condition.
- E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- F. Telephone Service: No telephone service is available on site for the Contractor's use. Make arrangements with the Telephone Company and pay all costs.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 50 feet of building lines. Comply with NFPA 241.
 2. Maintain support facilities until near Substantial Completion. Remove structures, equipment, and furnishings, and terminate services after punch list is 100 percent completed or when directed by the Contracting Officer. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Contracting Officer.
- B. Temporary Roads and Paved Areas: Not Used.
- C. Traffic Controls: Erect and maintain barricades, lights, danger signals, and warning signs in accordance with Manual on Uniform Traffic Control Devices (MUTCD), Part IV, latest edition.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
 3. Illuminate barricades and obstructions at night; keep safety lights burning from sunset to sunrise.
 4. Adequately barricade and post open cuts in or adjacent to thoroughfares.
 5. Protect pedestrian traffic by guardrails or fences.
 6. When pedestrian traffic is detoured onto a roadway, provide temporary walkways with protection as required at ends and overhead. For walkways, use lumber running parallel to direction of traffic movement and provide ramps at changes of elevation.
 7. Cover pipes, hoses, and power lines crossing sidewalks and walkways with troughs using beveled edge boards.
 8. Install Barrier Tape where directed by the Contracting Officer. Keep a minimum of two rolls on site at all times
- D. Parking: Use designated areas of existing parking lots for construction personnel. Confirm locations with the Contracting Officer.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- F. Project Identification and Temporary Signs: Provide Project identification and other signs Fence, barricade, or otherwise block off the immediate work area to prevent unauthorized entry.
1. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touchup signs so they are legible at all times.
 3. Erect and maintain sufficient detour signs at road closures and along detour routes.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Existing Stair Usage: Use of existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to the Contracting Officer. At Substantial Completion, restore stairs to condition existing before initial use.
1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.
- J. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Cleaning of Equipment: The Contractor shall ensure that prior to moving on to the Project Area, all equipment, is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. Ensure that all equipment has been pressure washed and is free of exotic species prior to start-up of operations and moving of equipment to Project Area. Equipment shall be considered free of soil, seeds, and other debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools are not required.
- C. Temporary Erosion and Sedimentation Control: Refer to Section 01 57 23 "Temporary Storm Water Pollution Prevention".
- D. Pest Control: Follow NPS requirements and practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular

intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

- E. Site Enclosure Fence: When excavation begins, furnish and install chain link fencing in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose portion determined sufficient to accommodate construction operations.
 - 2. Locate and maintain fencing around all staging areas.
 - 3. Locate vehicular gates to avoid interference with traffic on public thoroughfares.
 - 4. Locate pedestrian entrance gates as required to provide controlled personnel entry.
 - 5. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide the Contracting Officer with one set of keys.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction, and around staging areas. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. NPS shall not be responsible for any loss or theft of contractor materials and equipment.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Responsible Person: A capable and qualified person shall be placed in charge of fire protection. The responsibilities shall include locating and maintaining fire protective equipment and establishing and maintaining safe torch cutting and welding procedures.
 - 2. Smoking: Smoking within buildings or temporary storage sheds is prohibited.
 - 3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of NPS. Check with park; many require "burn permits" for welding.
 - 4. Develop and supervise an overall fire-prevention and -protection program for personnel at the Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 5. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.
 - 6. Hazard Control: Take all necessary precautions to prevent fire during construction. Do not store flammable or combustible liquids in existing buildings. Provide adequate ventilation during use of volatile or noxious substances.

7. Spark Arresters: Equip all gasoline or diesel powered equipment used during periods of potential fire hazards or in potential forest and grass fire locations with spark arresters approved by the USDA Forest Service.
 - a. Written determinations of periods and areas of potential fire hazard will be issued by Contracting Officer.
8. Buildings: Furnish a minimum of one extinguisher for each 1,500 square feet of area or major fraction thereof.
 - a. Travel distance from any work station to the nearest extinguisher shall not exceed 75 feet.
9. Vehicles and Equipment: Provide one extinguisher on each vehicle or piece of equipment.
10. Service and Refueling Areas: Locate areas a minimum of 50 feet from buildings. Shut down equipment before refueling.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of the Contractor. NPS reserves right to take possession of Project identification signs.
 2. At Substantial Completion, clean and renovate permanent facilities used during construction period.

END OF SECTION 01 50 00

ATTACHMENT D – DEVELOPER CERTIFICATION FORM

Kirkland Development, LLC, a Washington limited liability company (Developer) agrees and certifies that any contract between the Developer pursuant to Section ## of that certain Renaissance Boardwalk and Development Agreement by and between Developer and the City of Vancouver, a Washington municipal corporation (City), as may be amended from time to time (RBDA), including any associated addendum, attachment, exhibit, modification, or change order thereto, whether executed in writing or not, must be consistent with the terms of the Implementation Agreement between the City and the National Park Service, dated [INSERT].

The Developer agrees and certifies that in the event of a conflict between the PDC Agreement, as it may be amended from time-to-time, and any contract or subcontract relating to the PDC Agreement to which the Developer is a party, the terms of the PDC Agreement will control.

Nothing herein is intended to prohibit the Developer from seeking payment from the City in association with potential modifications to the PDC Agreement, consistent with law and the RBDA. The City will promptly provide the Developer with copies of any modifications to the PDC Agreement.

The Developer agrees and certifies that it has received a copy of the PDC Agreement, dated [INSERT], and that it has reviewed that PDC Agreement. The Developer will provide certification of receipt of any modifications to the PDC Agreement provided by the City upon request of the City.

Name, Title
[City Name]

Date

By: _____
Dean Kirkland, Chairman
Kirkland Development, LLC

Date

**Cooperative Management Agreement Between
the National Park Service,
United States Department of the Interior and
the City of Vancouver
for Preservation and Enhancement of Public Access to and Enjoyment of
Fort Vancouver National Historic Site and City of Vancouver Parks and Trails**

This Cooperative Management Agreement (“Agreement” or “CMA”) is entered into by and between the National Park Service (“NPS”), a bureau of the United States Department of the Interior, acting through the Superintendent of Fort Vancouver National Historic Site (“FOVA”), and the City of Vancouver, a Washington municipal corporation (“City” or “COV”). Throughout this Agreement each party may be referred to individually as a “Party,” and both parties may be referred to jointly as “the Parties.”

The purpose of this Agreement is to set forth the terms and conditions under which the NPS and the COV will provide for cooperative management to preserve and enhance public access to and enjoyment of the FOVA and City parks and trails adjacent to FOVA. As one example, NPS and COV seek to accomplish more effective and efficient management in the vicinity of FOVA’s waterfront lands and COV parks and trails including Old Apple Tree Park, the Discovery Historic Loop, and the Columbia River Renaissance Trail. These FOVA and City waterfront parks are located in an urban setting and provide important public access to open space. As part of a growing urban environment, these park areas also adjoin private land subject to development and competing demand for parking.

NPS and COV enter this Agreement in part to address anticipated increased visitation and demand for parking that is expected to result from current growth patterns at FOVA and in the City, as well as proposed redevelopment of private land to the south of FOVA.

In the near term, the parties intend to cooperate on measures to expand available public waterfront greenspace and ensure effective use of parking space for visitors to FOVA and COV parks. This potential project is described in Article III below. In the longer term, the parties may elect to cooperate on other projects under the general terms of this Cooperative Management Agreement. Future projects consistent with the overall purpose of this CMA would be detailed through additional CMA implementation agreements.

ARTICLE I – BACKGROUND AND OBJECTIVES

The NPS is charged with the responsibility for administering the National Park System of the United States, which contains areas reflecting the nation’s cultural and historical heritage. The NPS preserves and manages NPS Columbia River waterfront and beach lands, the greenspace and the trail leading to the tunnel opening at the City’s Old Apple Tree Park, as well as FOVA lands to the north of the Land Bridge for the benefit and inspiration of all the people of the United States. FOVA’s waterfront area, owned by the United States and administered by the NPS, is an open public greenspace with access to the beach of the Columbia River. It is one of the last remaining areas of its kind on the Columbia River in the Portland/Vancouver

metropolitan area that is easily accessible and available for public use. This significant element of FOVA is approximately 1.5 miles long. FOVA's waterfront and greenspace directly serve more than a quarter of a million visitors annually and are bordered by City park lands.

The NPS administers its Columbia River waterfront lands as part of FOVA. The lands are adjacent to the Discovery Trail and afford outstanding, up-close views of significant natural features, including the Columbia River, Mount Hood, and the Portland West Hills. The waterfront is also historically significant for its connection to native peoples of the Pacific Northwest, the Hudson's Bay Company's fur trade history, and 19th and 20th century United States military operations. The FOVA waterfront greenspace is defined with trees, walking paths, and overlooks that are highly popular with the visiting public for viewsheds, recreation opportunities, and as a place for quiet reflection. A path directs visitors down to the beach area. This beach is used by fishermen and is a launching site for kayaks and by indigenous peoples of the Pacific Northwest for tribal canoe journeys.

The City of Vancouver is a municipal corporation authorized under the constitution and laws of the State of Washington, as such, the City has the authority to pass ordinances that handle the affairs of the City on behalf of its citizens to support their best interests. The City administers the Columbia River Renaissance Trail, which connects Esther Short Park in downtown Vancouver with Wintler Park along the length of a paved five-mile riverfront trail, and the Old Apple Tree Park adjacent to FOVA. The Discovery Historic loop begins on East Evergreen and winds through Fort Vancouver National Historic Site, Officers Row, and downtown Vancouver, joining the Columbia River Renaissance Trail. Sights along the way include Fort Vancouver, Pearson Air Museum, Providence Academy, and Esther Short Park.

This Agreement establishes a framework under which the Parties will collaborate to preserve and enhance public access to and enjoyment of FOVA, including the waterfront area, and city parks and trails.

ARTICLE II – AUTHORITY

A. NPS Authority. The NPS enters into this Agreement under the authority of:

1. 54 U.S.C. § 100101 et seq., which directs the U.S. Secretary of the Interior to promote and regulate the use of the National Park System by such means and measures as conform to the fundamental purpose of the System units, which purpose is to conserve the scenery and natural and historic objects and wildlife therein and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations; and

2. 54 U.S.C. § 101703, Cooperative management agreements, which authorizes the NPS to cooperate with state and local park agencies for the more effective and efficient management of adjacent park areas, so long as the administration responsibilities for any unit of the National Park System are not transferred.

3. Establishment of the Fort Vancouver National Historic Site, 16 U.S.C. § 450ff and Vancouver National Historic Reserve, Public Law 104-333, Sec. 502. The Vancouver National Historic Reserve encompasses 366 acres in the City of Vancouver. The Reserve includes popular venues such as Officers Row, Fort Vancouver National Historic Site, Vancouver Barracks, Pearson Field, the Water Resources Education Center, and portions of the Columbia River waterfront. The legislatively designated Reserve partners include the City of Vancouver, National Park Service, State of Washington, and the U.S. Army. This Agreement is also consistent with the Vancouver National Historic Reserve Cooperative Management Plan approved March 23, 2000.

B. COV Authority. The COV also enters into this Agreement under the authority of:

1. Federal legislation establishing the Vancouver National Historic Reserve and designating the City as a partner, as described above;

2. Interlocal Cooperation Act, Chapter 39.34 RCW, which allows for contracts between public agencies, defined in RCW 39.34.020(1) to include the City as a municipal corporation and NPS as an agency of the United States, provided that the Agreement is authorized by the City Council as the governing body of the COV;

3. Vancouver City Charter, which grants the City the authority and rights of a municipality with authorization to exercise all municipal functions, rights, privileges and immunities, including providing for public works and improvements, and authorizes the COV City Council to enact ordinances; and

4. Vancouver Municipal Code Section 3.05.090, Interlocal or intergovernmental cooperative purchasing, which authorizes the City to enter into interlocal governmental cooperative purchasing arrangements with other public agencies similarly authorized, as the NPS is, when the best interests of the City would be served thereby, provided that any such cooperative agreement sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties as in this Agreement.

ARTICLE III – STATEMENT OF WORK FOR THE WATERFRONT COOPERATIVE MANAGEMENT AREA (WCMA) PROJECT

A. Scope of WCMA Project. This Article specifically addresses the Waterfront Cooperative Management Area (WCMA) proposed project in which the parties intend to propose the design and construction of new parking lot(s) north of Columbia Way (“Columbia Way Parking Lot”) as well as the removal of two existing parking lots and restoration of these areas to create a larger, public-friendly greenspace in the WCMA. The WCMA project features are outlined in Exhibit I, the WCMA Implementation Agreement. The Parties anticipate that COV will cooperatively maintain and operate the newly established parking lots on a long-term basis. The federal lands will remain under the NPS’s administrative jurisdiction, but the COV will fund or secure certain agreed upon improvements (such as the maintenance of the parking lots, management and policing of any parking meters and/or permit program) as both Parties work through and finalize an ongoing Maintenance and Operations Agreement for continued

management of the improvements. The Parties will coordinate on appropriate terms, conditions, and mitigation falling within each Party's respective authorities for enhancing visitor access and enjoyment pursuant to this Agreement. The proposed improvements are consistent with the 2003 FOVA General Management Plan. More specifically, the proposed improvements are:

- Removal of either or both of the two western existing parking lots and revegetation of those lots currently on FOVA's greenspace south of Columbia Way in order to expand greenspace near the Columbia River;
- Construction of parking lot(s) north of Columbia Way on FOVA lands in order to move and expand parking into an area that does not provide the high recreational values of the greenspace south of Columbia Way;
- Operation, maintenance, and management of existing parking and converted greenspace near Columbia Way on a long-term basis in a manner that ensures public access to park lands; and
- Operation, maintenance, and management of the newly constructed parking lot(s) north of Columbia Way on a long-term basis in a manner that ensures public access to FOVA and COV park lands.

The improvements would be installed in conjunction with the proposed development project, under an agreed-upon timeframe upon substantial completion of construction of buildings of the COV-approved private development project authorized under Vancouver Municipal Code section 20.250.010(A) known as the Renaissance Boardwalk Development, which is located on approximately 2.03 acres east of Interstate 5 and south of SE Columbia Way, fronting the Columbia River and further described in that certain Development Agreement by and between the City and Kirkland Development, LLC, a Nevada limited liability company, dated July 12, 2021 (the "Renaissance Development").

B. General Collaboration and Cooperation.

1. The Parties will participate in regularly held meetings and will work together in good faith to cooperatively manage for public access through the WCMA pursuant to the terms of this Agreement. The Parties will designate representatives who will serve as their primary points of contact for the purpose of implementing this Agreement and who will attend those regular meetings.

2. The Parties will work together to obtain all necessary permits and approvals required to design and construct the proposed improvements.

3. The Parties will adhere to and implement the decisions consistent with FOVA's approved General Management Plan. Project implementation on FOVA is subject to compliance with the National Environmental Policy Act (NEPA) and other applicable laws. The Parties contemplate that the WCMA improvements will be further analyzed in an environmental assessment.

4. The Parties acknowledge that relationships with non-profit organizations or civic groups or others which advocate for and otherwise support the objectives of this Agreement may enhance the Parties' mutual goal of providing safe, enjoyable recreational and educational activities and programs in the WCMA.

C. Design and Construction of Improvements

1. The Parties will work together (a) to develop detailed plans and specifications for improvements under the WCMA project based on the approved concept plan and, if approved, (b) to construct the proposed improvements to the FOVA. In order to set out the Parties' roles and responsibilities in the process, to develop detailed plans and specifications based on the approved concept plan, and to construct the improvements in accordance with the approved plans and specifications, the Parties will execute a WCMA Implementation Agreement. The Agreement will be substantially in the form of the agreement attached hereto as Exhibit I. Any work performed to construct public improvements in the WCMA pursuant to the Agreement shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

2. As between the Parties, COV will be responsible for the costs associated with the design and construction of the WCMA proposed parking lot relocation and restoration of existing parking lots on the waterfront. The City's obligation to cause the WCMA design and construction to be performed and to pay for the costs thereof is subject to the availability of appropriated funds, other funds provided to COV and identified by COV for such purpose, or delegation by COV to Renaissance Development, under the supervision of COV. Performance under any such delegation shall be ensured by bond.

4. All improvements to the WCMA constructed on and permanently affixed to federally owned land will be owned by the United States. If COV installs pay stations, parking meters, signage, access control or similar parking operations and management equipment that may be removed in the WCMA, that equipment will remain property of COV.

D. Operation and Maintenance

1. The Parties contemplate that the COV will operate and maintain the Columbia Way Parking Lot, and any other parking lots in the WCMA that the parties mutually agree, on a day-to-day basis, including making all necessary repairs and capital improvements to parking lot(s), so that the lots will be operated and maintained in a safe and attractive condition during the term of this Agreement. Further, the Parties contemplate that revenue generated from meters or parking permitting will be managed in a segregated account and first be used to fund the administration, operation, law enforcement, maintenance, and necessary capital improvements of the parking lots and implementation of the WCMA project in accordance with the Operation and Maintenance Plan described below, which, when approved by the Parties, shall become an Exhibit to this Agreement without further action and the Parties shall comply with all its terms.

2. Before the COV or its agent initiates constructing the agreed-upon improvements in the WCMA, the Parties will develop and execute an Operation and Maintenance Plan that will provide long-term guidance for the cooperative management of the parking lot(s). The Operation and Maintenance Plan will include the following components:

- a. Description of required day-to-day maintenance and cyclical maintenance of the parking lots;
- c. Description of the normal hours of operation of the lots and their use;
- d. Description of expected minor and major capital repairs during the term of this Agreement and COV's plans to reserve funds from parking revenues for future planned and unforeseen capital improvements;
- e. Description of special public uses, including, for example, the Annual Apple Tree festival and/or other FOVA/COV sponsored public events and allocation of responsibilities between FOVA and COV for their respective special events, subject to the FOVA special use permit process;
- f. Other matters related to the operation and maintenance of the parking lot(s) on an ongoing, long-term basis;
- g. Any contracting plan for the provision of services;
- h. Estimated budget and projected revenue sources and amount of anticipated monetary support by each Party;
- i. Assignment of responsibility to one or both of the Parties for implementing each component of the Operation and Maintenance Plan; and
- j. Description of specific minimum threshold of annual programming use, as mutually agreed to by the Parties.

3. The Parties will work together to ensure that the WCMA parking lot(s) are operated, maintained, and managed in accordance with the standards of quality seen in comparable public parking lots in the City of Vancouver and in compliance with applicable laws and regulations. The Parties may make reasonable modifications to the Operation and Maintenance Plan from time to time to reflect changing maintenance, repair, and capital improvement needs of the WCMA.

E. Interpretive and Other Programming. NPS may seek to make additional investments and/or improvements within the WCMA to enhance community awareness and engagement. During the term of this Agreement, NPS and the City will work together to determine opportunities for interpretive and educational features designed in the WCMA, such as interpretive signage regarding the historic location of a malarial hospital and historic activities of native peoples; and an interpretive parking lot surface design element designating the location of an historic pond. NPS will cover the cost of any such interpretive features on NPS-administered lands.

F. Law Enforcement. During the term of this Agreement, the City of Vancouver will provide routine law enforcement for these parking lot(s) on a day-to-day basis.

G. Closures and Other Public-Use Restrictions. The parties share an interest in ensuring that parking lots are available to serve the public recreating on City Park and FOVA lands. During the term of this Agreement, NPS may close or restrict public access to, or use of, the parking lots and greenspace within the WCMA, in accordance with 36 C.F.R. § 1.5, and shall provide notice to COV as soon as practicable. Except in emergency situations, NPS will consult with the City before implementing any such closure or public-use restriction in the WCMA

parking lots or greenspace. The parties recognize that they may need to make adjustments to operation (e.g. parking permitting methods and monitoring) to ensure that the public recreating on FOVA and COV park lands is able to use the lots. Absent significant unforeseen events, NPS intends to keep the newly-constructed parking lots open to public use throughout the term of this Agreement. Should unforeseen events arise, the parties will meet to try to address concerns in a manner that keeps the parking lots open to the maximum extent possible and modify or amend the Operation and Maintenance Agreement accordingly. This Agreement does not alter NPS authority to manage FOVA lands, including the parking lots.

H. Project Preparation. The NPS, working with COV, will complete the following relating to preparation for completion of the WCMA project improvements at the expense of NPS:

1. Archeologically compliant site plan for the newly constructed parking lot, including measures for the provision of archeological monitors during performance of site work; and
2. Environmental assessment in compliance with National Environmental Policy Act (NEPA).

I. Financial Framework. The Parties intend that, if parking meters or permitted parking are installed in the new parking lots, revenues from meters, permits, and enforcement (e.g. ticketing) would be used in part to cover COV expenses for parking lot operations, administration, maintenance, law enforcement services, and capital improvement reserves. The Parties envision that the funds required to operate and maintain the above WCMA improvements on a long-term basis will be generated through the COV's parking fee program and that any receipts from this program will be applied to these purposes. If parking revenues are insufficient, the parties will discuss additional funding/maintenance options such as COV and/or NPS funding. The Parties will discuss in more detail and include within the Operation and Maintenance Plan the specific financial framework to support the parking lot management and greenspace maintenance within the WCMA

J. WCMA Permitted Uses.

During the term of this Agreement, the COV will have access to the WCMA at any time (subject to NPS closures for events, emergencies, etc.) for the purposes of designing, constructing, maintaining, and repairing agreed-upon improvements and cooperating with the NPS to operate, maintain, and manage the waterfront parking lots, including those activities provided for under the Operation and Maintenance Plan and subject to any requirements or limitations set forth in this Agreement and applicable NPS regulations. As a condition of COV causing the WCMA design and construction to be performed, NPS will grant, by WCMA Implementation Agreement, COV temporary use of the new parking lot area within the WCMA for the purposes of serving as a temporary construction staging area pursuant to the Renaissance Development, provided that performance of the WCMA design and construction is a condition thereof.

K. Resolution of Issues. The Parties will use the communications hierarchy below to resolve issues arising under this Agreement in a timely and efficient manner in accordance with the following principles:

1. The Parties will define and document issues clearly;

2. The Parties will resolve all issues at the lowest level of management possible;
3. The Parties will proceed jointly to the next level when issues can't be resolved within the specified time limit, if any; and
4. If elevation of an issue is necessary in order to resolve it, then the issue will be transmitted jointly by those involved from one level to the next. The persons who eventually resolve the issue will ensure that the resolution is communicated in writing to all subordinates.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective on the date of the last signature in Article XII executing this Agreement and will continue in effect for a term of twenty (20) years after that date, unless terminated earlier in accordance with Article VIII. At any time, the Parties may agree in writing to extend the Agreement for an additional length of time.

ARTICLE V – KEY OFFICIALS AND NOTICES

A. Designated Key Officials. Key officials are essential to ensure maximum coordination and communication between the Parties. The key officials for this Agreement are:

1. For the NPS:
Tracy A. Fortmann, Superintendent
Fort Vancouver National Historic Site, National Park Service
800 Hatheway Road, Building 722
Vancouver, WA 98661
Tel: (360) 816-6205
Email: Tracy_Fortmann@nps.gov
2. For the COV:
Patrick Quinton, Economic Development Director
City of Vancouver, City Manager's Office
PO Box 1995
Vancouver, WA 98668-1995
Tel: (360) 487-7845
Email: Patrick.Quinton@cityofvancouver.us

B. Notices. Each Party will address notices or other official communications regarding this Agreement to the other Party's key officials.

C. Changes in Key Officials. At any time either Party may change its key officials by providing the other Party with written notice of the change.

ARTICLE VI – PROPERTY UTILIZATION AND PERMITTED USES

A. Property Utilization. All present and future alterations, additions, renovations, improvements, and installations permanently affixed to federally owned land will be owned by the United States. All movable goods, inventory, equipment, trade fixtures (including signs) and

other movable personal property provided by the COV will be owned by the COV. At the expiration or termination of this Agreement, the COV will remove all movable goods, inventory, equipment, trade fixtures (including signs provided by the COV), and other movable personal property belonging to the COV that are not permanently affixed to Park land unless otherwise agreed to by the Parties. Any such property not removed by the COV within 60 days after the expiration or termination of this Agreement will be deemed abandoned, and the NPS will have discretion to dispose of it in accordance with applicable law.

B. Change to Permitted Use. The COV may request a change to the uses permitted by this Agreement by submitting a written request to the NPS. The NPS may not approve a requested change in permitted uses unless the NPS first determines that the requested use is consistent with the NPS's mission and that the requested use will not have an adverse impact on the NPS's ability to manage and protect FOVA's resources and visitors.

ARTICLE VII – MODIFICATION OF AGREEMENT

This Agreement may be modified only by a written instrument executed by the Parties.

ARTICLE VIII – TERMINATION OF AGREEMENT

A. Mutual Termination. The Parties may mutually agree in writing at any time to terminate this Agreement at any time, on any terms they deem appropriate, if they decide that it is necessary or prudent to do so.

B. Termination for Cause. Either Party may terminate this Agreement for cause, after providing the other Party written notice of its intention to terminate, if the other Party breaches a material term of the Agreement. If one Party provides the other Party with written notice of its intention to terminate the Agreement for cause, then the Party alleged to have breached the Agreement (for ease of reference, the breaching Party) will have one hundred twenty (120) days, or a longer period of time if agreed to by the Parties, to cure the alleged breach. If the breaching Party cures the alleged breach to the other Party's satisfaction within the cure period or has initiated and is pursuing reasonable action to cure the alleged breach, then the Agreement will continue in force and effect unmodified and without interruption. If the breaching Party does not cure the alleged breach to the other Party's satisfaction within the cure period or has not initiated and is not pursuing reasonable action to cure the alleged breach, then the non-breaching Party may terminate the Agreement at the conclusion of the cure period. In that case, the non-breaching Party will send the breaching Party a written notice informing it that the Agreement has been terminated.

ARTICLE IX – ANTI-DEFICIENCY

A. United States/NPS. Pursuant to 31 U.S.C. § 1341 (a)(1), nothing in this Agreement shall be construed as binding the United States or the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose or to involve the United States in any contract or other obligation for the future expenditure of money in excess of such appropriations.

B. COV. No officer, employee, director, member, or other natural person or agent of the COV shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the COV under the Agreement.

ARTICLE X – LIABILITY

A. Independent Liability. To the extent authorized by applicable law, each Party will be responsible for the acts or omissions of its officers or employees while acting within the scope of their office or employment.

B. Self-Insurance. Each Party to this Agreement acknowledges that the other Party is self-insured .

ARTICLE XI – STANDARD FEDERAL CLAUSES

A. Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 112 46, as amended; Title VI of the Civil Rights Act of 196 4, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 , as amended, (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S. C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color , sexual orientation, national origin, disabilities, religion, age, or sex.

B. Lobbying Prohibition. 18 U.S.C. § 1913, Lobbying with Appropriated Moneys , as amended by Public Law I 07-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government , to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels , requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might , in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities . Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

C. Minority Business Enterprise Development. Under Executive Order 12,432 it is national policy to award a fair share of contracts to small and minority firm s. The NPS is

strongly committed to the objectives of this policy and encourages the COV to take affirmative steps to ensure that its procurement activities under this Agreement are executed in a manner consistent with the policy, to the extent permitted by applicable law.

D. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

E. Prevailing Wage. Any work performed to construct public improvements pursuant to this Agreement shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) prevailing wage requirements.

F. Agency. Neither Party to this Agreement is an agent or representative of the other Party, and neither will represent itself as such to third parties.

G. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

H. Severability. If any provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

I. Captions and Headings. The captions, headings, article numbers, and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

J. No Employment Relationship. This Agreement is not intended to, and does not, create an employer-employee relationship between the Parties or between either Party and the employees, agents, or representatives of the other Party.

K. No Third-Party Rights. This Agreement creates enforceable obligations only between the NPS and the COV. It is not intended to, and does not, create any right of enforcement by, or any duties or obligations in favor of, persons or entities not a Party to this Agreement.

L. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

ARTICLE XII – AUTHORIZING SIGNATURES

In witness hereof, the Parties' authorized representatives have signed this Agreement on the date(s) indicated below, thereby executing it and making it effective.

For the National Park Service:

By: _____
Print Name: _____
Title: _____

Date: _____

For the City of Vancouver:

By: _____
Eric Holmes, City Manager

Date: _____

Attest:

By: _____
Natasha Ramras, City Clerk

Approved as to Form:

By: _____
Jonathan Young, City Attorney

INCORPORATED EXHIBITS – ATTACHED:

1. Exhibit I – Waterfront Cooperative Management Area (WCMA) Implementation Agreement

EXHIBIT I
WATERFRONT COOPERATIVE MANAGEMENT IMPLEMENTATION AGREEMENT

[ATTACH UPON EXECUTION]

RENAISSANCE BOARDWALK DEVELOPMENT AGREEMENT ADDENDUM

EFFECTIVE DATE: September 12, 2022

BETWEEN: THE CITY OF VANCOUVER,
a Washington municipal corporation (the “City”)

AND
KIRKLAND DEVELOPMENT, LLC,
a Nevada limited liability company (the “Developer”)

BACKGROUND

A. WHEREAS, this Renaissance Boardwalk Development Agreement Addendum (this “Addendum”) is entered into by the parties in order to facilitate performance of the requirements of Section 4.2, Preparation of Development Approvals, of the Development Agreement;

B. WHEREAS, City and Developer are party to that certain Renaissance Boardwalk Development Agreement dated July 12, 2021 recorded in Clark County, Washington on September 8, 2021 with the recording number 5960178 on parcels with the Property Identification Numbers 502290000, 475850000, 38279908, 502300000, 502259000 (“RBDA”);

C. WHEREAS, Section 4.2.1 of the RBDA specifically requires the Developer to conduct development of the project site in a single phase not to exceed thirty-six (36) months from approval of the first building permit in accordance with Exhibit G – Project Schedule of the RBDA;

D. WHEREAS, the City and the National Park Service Fort Vancouver Historic Reserve (“FOVA”) are concurrently entering into a Cooperative Management Agreement (CMA) and a Waterfront Cooperative Management Area (WCMA) Implementation Agreement both of even date herewith (collectively the “NPS Agreements”), to collaboratively improve the FOVA Project Site, as shown on the attached Exhibit A;

E. WHEREAS, the FOVA Project Site is located adjacent to the RBDA Project Site and includes vacant land suitable as a temporary construction staging area and the Developer requires a temporary construction staging area located in close proximity to the RBDA Project Site in order to fulfill the Project Schedule;

F. WHEREAS, pursuant to the NPS Agreements, FOVA is willing to allow use of the Temporary Construction Staging Area, as shown on the attached Exhibit B, for that purpose in exchange for completion of the FOVA Project Work, as defined in the NPS Agreements; and

G. WHEREAS, the Developer is willing to perform the FOVA Project Work in exchange for use of the Temporary Construction Staging Area and the City is willing to grant Developer use of the Temporary Construction Staging Area in order to facilitate and ensure the expedited RBDA Project Schedule in exchange for Developer's performance of the FOVA Project Work.

NOW THEREFORE, in exchange for good and valuable consideration and subject to the terms of the RBDA, the parties hereto agree as follows:

AGREEMENT

1. Contingency. This Addendum is contingent upon the City and FOVA entering into the NPS Agreements and is subject to all the terms and conditions thereof. Until the FOVA Project Work is complete, the City shall not initiate termination of the NPS Agreements without Developer's advance consent, which consent shall not be unreasonably withheld.

2. Temporary Construction Staging Area. Developer shall have access to the Temporary Construction Staging Area for a period of thirty-six (36) months, commencing on the date of approval of the first building permit for the RBDA Project Site and concurrent with the timing specified in Section 4.2.1 of the RBDA and the RBDA Project Schedule. Developer shall be responsible for any and all costs associated with Developer's use of the Temporary Construction Staging Area.

3. FOVA Project Work: Developer shall have a period of twelve (12) months from issuance of the RBDA Project Site certificate of occupancy to complete the FOVA Project Work in accordance with the terms and provisions of the NPS Agreements.

4. Permits and Approvals. Developer shall be responsible for timely obtaining any third-party approvals not already provided by the NPS Agreements, and all City permits necessary to utilize the Temporary Construction Staging Area and to complete the FOVA Project Work.

5. Consideration and Donation. Developer shall not pay the City or FOVA any fee for use of the Temporary Construction Staging Area, the cost of which is estimated at \$100,000, provided that Developer timely completes the FOVA Project Work at Developer's sole cost and expense. The cost of the FOVA Project Work is estimated at approximately \$900,000, therefore Developer will incur a net expense of approximately \$800,000 for use of the Temporary Construction Staging Area in exchange for completion of the FOVA Project Work ("Net Cost"). Such Net Cost shall constitute a donation to the City, which the City may receive and accept pursuant to the provisions of Vancouver Municipal Code Chapter 3.26 – Donations of Property to City.

6. Prevailing Wage. Because the FOVA Project Work is being performed for the public benefit on federal lands, Developer must ensure that all work performed on the FOVA Project Work is paid at prevailing wage and completed in compliance with the Davis-Bacon Act.

7. Construction Bond. For the duration of Developer's use of the Temporary Construction Staging Area and until the FOVA Project Work is complete, Developer will establish and maintain (i) security in favor of the United States in the form of a performance bond of the City's obligations under the NPS Agreement, or where a contractor obtains the performance bond, the contractor's performance of its contract with the Developer; and (ii) a payment bond assuring payment of all persons supplying labor and material in the execution of the work undertaken for the FOVA Project Work in an amount equal to at least 100 percent of the total project costs.

8. Notice: Developer shall provide notice to the City and FOVA prior to commencing the FOVA Project Work and shall coordinate with FOVA for any archeological monitoring that FOVA may require and provide for the performance of such work.

9. Compliance. In fulfilling the terms of this Addendum, Developer shall continuously comply with all federal laws and all obligations imposed on Developer as a contractor under the NPS Agreements.

[SIGNATURE PAGE FOLLOWS]

CITY OF VANCOUVER:

KIRKLAND DEVELOPMENT, LLC:

By: _____

By: _____

By: Eric Holmes, City Manager

By: Dean Kirkland, Chairman

APPROVED AS TO FORM

By: _____

By: Jonathan Young, City Attorney

ATTEST

By: _____

By: Natasha Ramras, City Clerk

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that **Eric Holmes** is the person who appeared before me and that said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the **City Manager for the City of Vancouver, a Washington municipal corporation**, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated this _____ day of _____, 2022.

NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires:_____

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that **Dean Kirkland** is the person who appeared before me and that said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the **Chairman of Kirkland Development, a Nevada limited liability company**, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated this _____ day of _____, 2022.

NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires:_____

**EXHIBIT A
CMA PROJECT SITE**



EXHIBIT B
TEMPORARY CONSTRUCTION STAGING AREA



09/12/22

RESOLUTION NO. M_____

A RESOLUTION approving a Cooperative Management Agreement and an Implementation Agreement (collectively the “NPS Agreements”) with the National Park Service Fort Vancouver Historic Reserve (“FOVA”) to collaboratively improve the FOVA Project Site, as described therein, which is adjacent to the City’s Old Apple Tree Park and to the Development Agreement project site and in close proximity to the Discovery Historic Loop, and the Columbia River Renaissance Trail.; and

WHEREAS, in order to further the development goals of the City and to facilitate visitor access to FOVA and rehabilitate FOVA waterfront greenspaces; and

WHEREAS, the Project will provide considerable benefits to the community and the general public including but not limited providing enhanced public access to the Columbia River and is consistent with the City’s Strategic Plan goals and objectives to increase accessibility to parks, enhance Fort Vancouver’s standing as a site of historical significance, and support redevelopment of Columbia River waterfront; and

WHEREAS, pursuant to the NPS Agreements, the City will cause the design and construction of expanded available NPS public waterfront greenspace and parking spaces for visitors to access the NPS Fort Vancouver National Historic Site, City parks in the vicinity of FOVA, and the Columbia River waterfront; and

WHEREAS, the NPS Agreements provide for cooperative management to preserve and enhance public access to and enjoyment of the FOVA and City parks and trails adjacent to FOVA, which are located in an urban setting and provide important public access to open

RESOLUTION – 1

space; and

WHEREAS, the parties intend to propose the design and construction of new parking lot(s) north of Columbia Way as well as the removal of two existing parking lots on NPS land near the Columbia River waterfront and restoration of these areas to create a larger, public-friendly greenspace; and

WHEREAS, the City will cooperatively maintain and operate the newly established parking lots on a long-term basis from revenue generated by permits or parking meters;

WHEREAS, the NPS Agreements are to be entered into concurrently with a Development Agreement Addendum to the City's Renaissance Boardwalk Development Agreement with Kirkland Development, LLC ("Developer") and Developer is willing to perform the FOVA Project Work in exchange for use of a temporary construction staging area on the FOVA Project Site in order to facilitate and ensure the expedited Development Agreement Project Schedule in exchange for Developer's performance of the FOVA Project Work; and

WHEREAS, the City has the authority to enter into the NPS Agreements pursuant to the authority described in the NPS Agreements, including Federal legislation establishing the Vancouver National Historic Reserve and designating the City as a partner; the State of Washington Interlocal Cooperation Act, Chapter 39.34 RCW, which allows for contracts between public agencies, defined in RCW 39.34.020(1) to include the City as a municipal corporation and NPS as an agency of the United States; the Vancouver City Charter, which grants the City the authority and rights of a municipality with authorization to exercise all municipal functions, rights, privileges and immunities; and Vancouver Municipal Code

RESOLUTION – 2

Section 3.05.090, Interlocal or intergovernmental cooperative purchasing, which authorizes the City to enter into interlocal governmental cooperative purchasing arrangements with other public agencies similarly authorized, as the NPS is, when the best interests of the City would be served thereby; and

WHEREAS, FOVA and City desire to enter into the NPS Agreements.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. That the Cooperative Management Agreement attached hereto as Exhibit A and the Implementation Agreement attached hereto as Exhibit B are approved.

Section 2. That the City Manager is authorized to execute the Cooperative Management Agreement, substantially in the form attached hereto as Exhibit A, the accompanying Operation and Maintenance Plan in accordance with the terms described in Article III, Section D of the Cooperative Management Agreement, and the Implementation Agreement, substantially in the form attached hereto as Exhibit B, on behalf of the City of Vancouver.

RESOLUTION – 3

ADOPTED at a Regular Meeting of the Vancouver City Council this 12th day of September, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION – 4

EXHIBIT A
FORM OF COOPERATIVE MANAGEMENT AGREEMENT

EXHIBIT B
FORM OF IMPLEMENTATION AGREEMENT

09/12/22

RESOLUTION NO. M_____

A RESOLUTION approving an Addendum to the Development Agreement with Kirkland Development, LLC dated July 12, 2021 to facilitate fulfillment of Section 4.2.1 specifically requiring the Developer to conduct development of the project site in a single phase not to exceed thirty-six (36) months from approval of the first building permit in accordance with Exhibit G – Project Schedule of the Development Agreement.

WHEREAS, the City and the National Park Service Fort Vancouver Historic Reserve (“FOVA”) are concurrently entering into a Cooperative Management Agreement and an Implementation Agreement (collectively the “NPS Agreements”) to collaboratively improve the FOVA Project Site, as described therein, which is adjacent to the City’s Old Apple Tree Park and to the Development Agreement project site and in close proximity to the Discovery Historic Loop and the Columbia River Renaissance Trail; and

WHEREAS, in order to further the development goals of the City and to facilitate visitor access to FOVA and rehabilitate FOVA waterfront greenspaces;

WHEREAS, the Project will provide considerable benefits to the community and the general public including but not limited providing enhanced public access to the Columbia River and is consistent with the City’s Strategic Plan goals and objectives to increase accessibility to parks, enhance Fort Vancouver’s standing as a site of historical significance, and support redevelopment of Columbia River waterfront; and

WHEREAS, pursuant to the NPS Agreements, FOVA is willing to allow use of the Temporary Construction Staging Area, as shown therein, for that purpose in exchange for

RESOLUTION – 1

completion of the FOVA Project Work; and

WHEREAS, the Developer is willing to perform the FOVA Project Work in exchange for use of the Temporary Construction Staging Area and the City is willing to grant Developer use of the Temporary Construction Staging Area in order to facilitate and ensure the expedited Development Agreement Project Schedule in exchange for Developer's performance of the FOVA Project Work; and

WHEREAS, the proposed Addendum does not trigger any land use review under Title 20 of the Vancouver Municipal Code; and

WHEREAS, the City has the authority to enter into this Addendum pursuant to RCW 36.70B.170(1), and the purposes of this Addendum are consistent with the legislative findings in RCW 36.70B.170(1); and

WHEREAS, Developer and City desire to enter into this Renaissance Boardwalk Development Agreement Addendum ("Addendum").

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. That the Development Agreement Addendum attached hereto as Exhibit A is approved.

Section 2. That the City Manager is authorized to execute the Development Agreement Addendum, substantially in the form attached hereto as Exhibit A, on behalf of the City of Vancouver.

RESOLUTION – 2

ADOPTED at a Regular Meeting of the Vancouver City Council this 12th day of September, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION – 3

EXHIBIT A
RENAISSANCE BOARDWALK DEVELOPMENT AGREEMENT ADDENDUM

Agreements with National Park Service and Kirkland Development for Construction Staging

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

September 12, 2022

Vancouver City Council Public Hearing

Patrick Quinton, Economic Development Director

Becky Rude, Assistant City Attorney

Presentation Overview

- Overview of Renaissance Boardwalk development
- Staging plan for project
- Replacement parking for Waterfront Park
- Proposed agreements between National Park Service (NPS), Kirkland and City of Vancouver
- Council authorization of necessary agreements

Prior Council Review

- Development Agreement with Kirkland Development for Renaissance Boardwalk – July 2021



Project Site (2.03 acres)

Old Apple Tree Park

NPS Kirkland Agreements - 4

Project Scope

- Two buildings totaling 400,000 square feet
 - 8-story residential building at north edge of property with 230 units above 16,000 square feet of ground floor retail space
 - Second building totaling 122,000 sf for office, retail and ground floor restaurant space closer to the shoreline
- Construction of a public boardwalk along the top of the shoreline wall to connect to existing trails on the east and west ends of the property
- Project to meet LEED Gold green building standard
- Project to be built in one phase over 36 months.

Project Scope

- Removal of two existing restaurant buildings
- Removal of city-owned wooden pier which is in disrepair and closed
- Retention of shoreline wall but removal of signage



NPS Kirkland Agreements- 6



Project Staging

- Kirkland is seeking use of adjacent National Park Service (NPS) land for use as construction staging.
- NPS has agreed to allow use of its property for construction in exchange for the development of new surface parking lots in the staging area and removal of existing surface parking lots within the waterfront park.



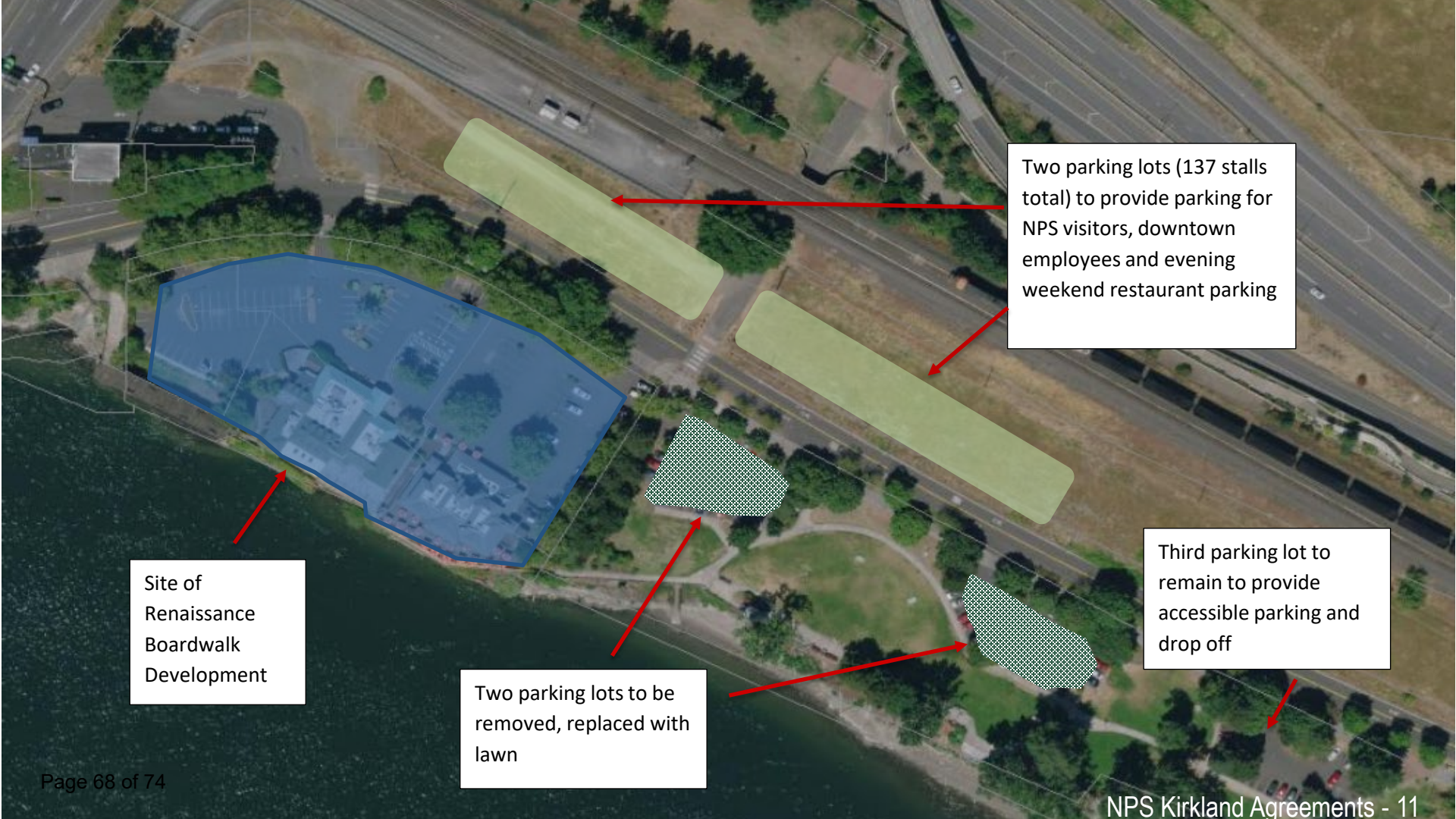
Project Site (2.03 acres)

Old Apple Tree Park

NPS Kirkland Agreements - 9

Replacement Parking

- Kirkland will construct two new surface lots north of Columbia Way and remove two existing surface lots on Waterfront
- New lots will straddle and enhance access to Apple Tree Park
- One existing lot will be maintained to provide accessible parking and drop off near river
- NPS will install historical markers around new parking
- Total project budget >\$900,000



Two parking lots (137 stalls total) to provide parking for NPS visitors, downtown employees and evening weekend restaurant parking

Site of Renaissance Boardwalk Development

Two parking lots to be removed, replaced with lawn

Third parking lot to remain to provide accessible parking and drop off

Parking Management

- City will operate and collect all revenues from the new surface parking lots.
- Lots will be metered and managed similar to existing public parking downtown.
- Surface lots will also allow for event parking at Waterfront Park.

COV/NPS Agreements

City of Vancouver and National Park Service will enter into two agreements:

- Cooperative Management Agreement to serve as umbrella agreement over a 20-year term to govern relationship between the two parties, including operations and maintenance of parking
- Implement Agreement which establishes requirements and responsibilities for constructing improvements on NPS property

COV/Kirkland Development Agreement Addendum

An addendum will be added to the development agreement between the City of Vancouver and Kirkland Development to include the project scope and stipulate the requirements for Kirkland to perform the work (i.e., pass on the NPS requirements for staging performing work on NPS property)

Council Action

Adopt resolutions approving the following documents:

- Development Agreement Addendum between City of Vancouver and Kirkland Development
- Cooperative Management Agreement and Implementation Agreement between National Park Service and City of Vancouver

Resolution also authorizes the City Manager to execute a to-be-drafted Operations and Management Plan between National Park Service and City of Vancouver according to the requirements of the Cooperative Management Agreement with NPS.

Next Steps

- Start of Construction – Fall 2022
- Completion of Project – Summer 2025
- Start of Parking Lot Construction/Removal of Existing Lots – Fall 2025
- Completion of New Parking/New Park Improvements – Summer 2026

Questions and Discussion

VANCOUVER
CITY HALL

Patrick Quinton, Economic Development Director
patrick.quinton@cityofvancouver.us

Becky Rude, Assistant City Attorney
becky.rude@cityofvancouver.us



NPS Kirkland Agreements - 17



Staff Report: 123-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Affordable Housing Fund Levy Renewal

Key Points

- In 2016, the City's Affordable Housing Fund (AHF) was created through a voter-approved property tax levy to provide permanent affordable housing to households experiencing very low-income authorized under RCW 84.52.105.
- The AHF tax levy authorized the City to collect \$6 million per year from 2017 to 2023. The City anticipates committing all \$42 million available under the current levy by the end of 2023.
- Despite progress made by AHF-funded projects, the City of Vancouver is still experiencing a housing crisis and a deficit of approximately 5,600 housing units due to the underproduction of housing units and strong population growth.
- Households experiencing low-income are particularly at risk of housing insecurity and homelessness due to the housing crisis.
- The levy supporting the AHF will sunset at the end of 2023 unless a new ballot measure is approved by Vancouver voters prior to sunset.
- The City established an AHF committee to analyze the performance of the AHF from 2016 to 2023 and to make a recommendation for the future of the AHF. The committee concluded that the AHF is an effective tool in addressing the housing crisis and recommends pursuing a new ballot measure to renew the AHF.
- In October 2020, RCW 84.52.105 was revised to allow affordable homeownership, owner-occupied home repair, and foreclosure prevention programs for low-income households.
- Under RCW 84.52.105, City Council must declare a housing emergency in the City and develop an Affordable Housing Fund Administrative and Financial plan to move forward with pursuing a new ballot measure for the AHF.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents

Present Situation

The City of Vancouver's Affordable Housing Fund ("AHF" or "Fund") was created in 2016 to invest in projects providing affordable housing to very low-income households. The Fund was established through a voter-approved property tax levy that authorizes the City to collect \$6 million per year from 2017 to 2023. The City anticipates committing all \$42 million available under the current levy by the end of 2023. All AHF investments, regardless of funding category, must serve households who earn 50% or less of the area median income (approximately \$53,250 annually for a family of four).

Despite progress made by AHF-funded projects in adding affordable housing units, the need for affordable housing continues to grow. The combination of historic underproduction of housing units and strong population growth in Clark County has created a deficit of over 5,600 housing units within the City of Vancouver, with a substantial component of that deficit representing units affordable to households earning less than 80% of area median income (AMI). The continued growth in the City's homeless population is also a symptom of the affordable housing deficit.

The levy supporting the AHF will sunset at the end of 2023 unless a new ballot measure is approved by Vancouver voters prior to sunset. Vancouver City Council, if it chooses to seek a renewal of the AHF levy, has a range of options for structuring a new levy. This memo summarizes the relevant background information on the Fund as well as the options available to City Council as it considers renewal of the levy.

AHF History and Background

The AHF was established pursuant to a state law (RCW 84.52.105) that allows for a property tax levy for the purposes of funding affordable housing projects. The City may impose a levy of up to \$0.50 per \$1,000 of assessed value each year for a maximum of ten years for the purpose of "financing affordable housing for very low-income households, and affordable homeownership, owner-occupied home repair, and foreclosure prevention programs for low-income households."

The effort to establish an affordable housing fund, as allowed by Washington State RCW, began in April 2015 when Vancouver City Council established an Affordable Housing Task Force (AHTF) to analyze the affordable housing market and make recommendations for the City to respond to the crisis. In crafting the original ballot measure, City Council selected an annual levy cap of \$6 million and term of seven years. State law in 2015 limited assistance of AHF funds to serving households with very low income (at or below 50% AMI).

Since the AHF tax levy creation in 2016, the City has awarded \$36,041,884 to support 52 projects with construction, rehabilitation, acquisition, and preservation of affordable housing and temporary shelter creation and support for Vancouver residents earning less than 50% AMI. AHF funds are leveraged with tax credits and other funding to support a total housing investment of \$286,774,473.

In October 2020, the state legislature updated RCW 84.52.105 to allow AHF assistance to

households earning low-income for affordable homeownership, owner-occupied home repair, and foreclosure prevention programs. The state defines low-income as households as those earning up to 80% of area median income.

Levy Advisory Committee and Community Outreach

In the summer of 2022, City staff convened an advisory committee comprising local housing professionals to review the current levy's revenue and outcome performance, assess current and future housing needs, and make a recommendation to City Council about a potential action to renew the levy.

In their analysis, the advisory committee concluded that the AHF levy is effective in producing affordable housing for households with low-income and providing housing services to vulnerable residents. The committee identified a continued need for creating housing opportunities for households earning at or below 50% AMI. Additionally, they noted that the AHF levy rate had a lower impact on taxes than projected, as the actual AHF levy rate initiated at a lower rate than proposed in the ballot measure (\$0.36 per \$1,000) and has declined significantly since 2016.

The AHF advisory committee made the following recommendations:

- **Levy Amount:** Despite significant need for additional investment in affordable housing options, an incremental increase in the range of \$7-9 million per year is most likely to be approved by voters given cost of living increases and other tax levies.
- **Levy Term:** The committee agreed that the levy should be renewed for the maximum of 10 years.
- **Timing:** February 2023 was favored by most given the timing of planned tax increases; this timing also provides an opportunity for another ballot measure if the initial measure fails.
- **Target Populations:** General agreement that AHF should continue to focus on very low-income households (50% AMI and less); homeownership programs could focus on repair financing for existing homeowners in this income bracket.

Both the advisory committee and Council recommended additional outreach to community members with lived experience and those working directly with people who need housing assistance. In August, staff compiled data and recent feedback and reached out to interview service providers to inform the creation of an updated Affordable Housing Fund administrative plan.

Engagement efforts identified:

- Community housing needs
- Gaps in current services and supports
- Community insights, from providers and those with lived experience
- Short-, medium- and long-term community priorities for Affordable Housing Funds

Staff reviewed recent community surveys including fair housing feedback, homelessness priorities, the county's Community Needs Assessment, school district information and Safe Stay interviews. Staff also spoke with the Youth Action Board, affordable homeownership program providers, and resource navigators who support people living in VHA properties. Staff attended

the Vancouver Homeless Action Plan forum to hear priorities and plans for future homeless services. The Communications team launched a Be Heard Vancouver survey to request broad community input as well. A summary of the feedback received is attached.

2024 Levy Renewal

In order to renew the levy supporting the AHF, City Council must:

- Adopt a resolution to place a new measure on the ballot to be voted on prior to 2024;
- Adopt an updated Emergency Housing Declaration; and
- Adopt an updated Administrative Plan.

When adopting a new ballot measure, City Council has the option to change the size and term of the levy as well as the target populations to be served by the levy investment. An updated Administrative Plan provides Council the opportunity to update investment priorities.

Advantage(s)

- AHF is a proven tool to increase the supply of affordable housing and housing services to Vancouver's most vulnerable residents.
- AHF has increased the capacity and effectiveness of local affordable housing developers and is a critical funding source for many projects.
- AHF unlocks significant additional investment in local housing projects from federal, state, local and private sources, expanding new production beyond units funded by AHF dollars.

Disadvantage(s)

- Renewal of AHF will result in a continuation of an existing levy on local property taxes.

Budget Impact

If the housing levy replacement proposition is approved by a majority of voters, the levy would increase the City's resources for affordable housing.

Prior Council Review

August 1, 2022 workshop: reviewed AHF history, performance, and options for levy renewal.

Action Requested

Following a public hearing, review draft of AHF Levy Replacement Ballot Proposition and provide direction to staff to prepare the following actions for Council consideration on September 19:

1. An emergency declaration of an Affordable Housing Crisis pursuant to RCW 84.52.105.
2. A resolution approving the Administrative and Financial Plan detailing the collection and use of monies authorized under RCW 84.52.105.
3. A resolution authorizing a special election held to request voter approval of a property tax levy for affordable housing under RCW 84.52.105 and setting forth the ballot proposition.
4. If a ballot resolution is passed by a majority vote of the council, consider appointing committees to prepare arguments advocating voters' approval and rejection of the measure under RCW 29A.32.28.

Patrick Quinton, Economic Development Director, 360-487-7845; Samantha Whitley, Housing Programs Manager, 360-487-7952; Taylor Hallvik, Assistant City Attorney, 360-487-8521

ATTACHMENTS:

- ▢ Declaration of Housing Emergency
- ▢ Resolution to Authorize Levy Replacement
- ▢ Resolution to Adopt 2024 AHF Administrative Plan
- ▢ Draft 2024 AHF Administrative and Financial Plan
- ▢ Staff report RE: For and Against Committees
- ▢ Summary of Community Outreach
- ▢ Affordable Housing Fund Presentation

09/19/2022

RESOLUTION NO. _____

A RESOLUTION relating to affordable housing for people with low and very low-income; declaring the existence of an emergency pursuant to RCW 84.52.105 and VMC 2.12020; and directing staff to develop an affordable housing financing plan to be presented to Council.

WHEREAS, in April 2016, Council declared the existence of an emergency with respect to the availability of affordable housing and placed a ballot proposition on a 2016 ballot authorized by RCW 84.52.105 to impose additional regular property tax levies to finance affordable housing for households with very low-income;

WHEREAS, a majority of the voters of the taxing district voted on the ballot proposition to authorize the levy to create the Affordable Housing Fund administered by the City to support the acquisition, construction, and rehabilitation of affordable housing for families with very low-income along with the provision of rental assistance and housing services the period commencing in 2017 and continuing through 2023;

WHEREAS, in order for Council to place a ballot proposition on an upcoming ballot regarding replacing the levy upon its expiration in 2023, RCW 84.52.105 requires a declaration of the existence of an emergency with respect to the availability of housing that is affordable to households with low and very low-income; and

WHEREAS, this declaration would allow the City to put forward a ballot proposition, which if approved, would replace the regular property tax levy to fund affordable housing for low and very low-income households; and

RESOLUTION - 1

WHEREAS, if approved, this regular property tax levy to fund affordable housing for low and very low-income households would not apply towards the existing property tax levy cap; and

WHEREAS, a healthy community is one in which the basic needs of all members are met, including access to safe, affordable homes; and

WHEREAS, supporting safe, affordable housing and services for households with low and very low-income is a commitment the City Council has made to meet the needs of Vancouver residents; and

WHEREAS, Clark County currently has a lower than two percent vacancy rate for all rental units according to the Washington State Apartment Market Report conducted by the University of Washington; and

WHEREAS, U.S. Census data has estimated that there are 9,580 renter households with very low-income in Vancouver that face a housing cost burden by paying more than 30 percent of their income for housing costs; and

WHEREAS, U.S. Census data has estimated that there are 6,365 renter households with very low-income in Vancouver that face a severe housing cost burden by paying more than 50 percent of their income for housing costs; and

WHEREAS, U.S. Census data estimates that there are 5,195 homeowners with very low-income in Vancouver that are cost burdened or extremely cost burdened by their housing costs; and

WHEREAS, an estimated 4,811 senior renter households in Vancouver pay more than 50 percent of their income for housing costs; and

RESOLUTION - 2

WHEREAS, the 2022 Homeless Point-in-Time count, required by HUD, found 625 people homeless and living unsheltered in Clark County, an increase of 20 percent from 2020, the last year for which data was available;

WHEREAS, the 2022 Point-in-Time count found an additional 572 people were homeless and living in temporary shelters in Clark County; and

WHEREAS, the State of Washington reports that 1,454 children enrolled in the Evergreen and Vancouver school districts are experiencing homelessness and living in motels, shelters, or on the streets, resulting in adverse childhood experiences that have profound and long-lasting negative consequences; and

WHEREAS, the demand for subsidized housing has increased to the point that the Vancouver Housing Authority has had to close many of the rent restricted waitlists since the number of applications received exceeds ability to assist existing waiting households for several years. They have also adopted preferences on the Section 8 waitlist that limits availability to the most in-need households; and

WHEREAS, household incomes are not keeping pace with Vancouver's housing costs, with average apartment rent increased 28 percent between 2017 to 2022 according to The Columbian while median household income increased by only 4 percent according to U.S. Census data; and

WHEREAS, the national rental database WalletHub indicates that Vancouver is experiencing the fourth highest year-over-year rent increases in the nation; and

WHEREAS, due to the COVID-19 pandemic, many residents have experienced loss of income leading to an increased risk of experiencing homelessness, and construction costs and delays have created a greater strain on the rental market; and

RESOLUTION - 3

WHEREAS, workers whose only affordable housing options are far from employment centers face long commutes with associated pollution, congestion, and transportation expenses; and

WHEREAS, Washington Center for Real Estate Research at the University of Washington shows Clark County's annual median resale price for single-family homes is \$541,100 in Q1 2022, a 21 percent increase from the median resale price in Q1 2021 of \$446,900; and

WHEREAS, in 2022, a group of affordable housing developers and practitioners from Vancouver convened to review Affordable Housing Fund outcomes and current market conditions and recommended that City Council ask voters to renew the Affordable Housing Fund levy to continue assisting in the delivery of affordable housing; and

WHEREAS, as a condition of receiving federal funding for low and very low-income housing, the City of Vancouver administers an affordable housing program with citizen participation, including preparation of five-year strategic plans, performance measures and outcomes, and annual action plans; and

WHEREAS, RCW 84.52.105 authorizes a city to impose regular property tax levies to finance affordable housing for households with low and very low-income when specifically authorized to do so by a majority of the voters of the taxing district voting on a ballot proposition authorizing the levy; and

WHEREAS, RCW 35.21.685 authorizes a city to assist in the development or preservation of publicly or privately owned housing for persons with low income by providing loans or grants of general municipal funds to the owners or developers of the housing, including loans or grants to finance the acquisition, construction or rehabilitation of affordable housing, and to provide rental assistance and other supportive services to people with low income.

RESOLUTION - 4

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. Findings. The City Council makes the following findings and declares as follows:

A. Affordable housing for low and very low-income households, including people experiencing homelessness, people with special needs, families, and seniors, often requires a commitment of City funds for development or preservation, or other forms of assistance.

B. “Very low-income household” means a single person, family, or unrelated persons living together whose income is at or below fifty percent (50%) of the median income, as determined by the United States Department of Housing and Urban Development (HUD), with adjustments for household size, for the county where the taxing district is located. Fifty percent of the median income is \$53,250 for a four-person household in Vancouver according to 2022 income limits from the U.S. Department of Housing and Urban Development.

C. “Low-income household” means a single person, family, or unrelated persons living together whose income is at or below sixty percent (60%) of the median income, as determined by the United States Department of Housing and Urban Development (HUD), with adjustments for household size, for the county where the taxing district is located. Sixty percent of the median income is \$63,900 for a four-person household in Vancouver according to 2022 income limits from the U.S. Department of Housing and Urban Development.

D. The limited availability of affordable housing for low and very low income households within the City of Vancouver constitutes a “natural or human caused” civil emergency within the meaning provided by Section 2.12.020 VMC. An emergency therefore exists with respect

RESOLUTION - 5

to the availability of housing that is affordable to low and very low-income households in the City of Vancouver.

Section 3. Emergency Orders Authorized. Effective upon execution of this declaration of emergency the Vancouver City Manager shall exercise authority through issuance of Executive Orders and through use and direction of City personnel, services, and equipment and additional acts necessary to the management of this emergency.

Section 4. Administrative and Financing Plan. The City Housing Programs or designee shall prepare an Affordable Housing Fund Administrative Plan (“Plan”). The Plan shall cover the period commencing in 2024 with an annual review; shall specify the plan for use of potential funds raised under a levy authorized by RCW 84.52.105; and shall be consistent with the locally adopted comprehensive housing affordability strategy, required under the Cranston-Gonzalez national affordable housing act (42 U.S.C. Sec. 12701, et seq.), as amended, pursuant to RCW 84.52.105.

Section 5. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

ADOPTED at regular session of the Council of the City of Vancouver, this 19th day of September 2022.

Anne McEnery-Ogle, Mayor

Attest:

RESOLUTION - 6

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 7

09/19/2022

RESOLUTION NO. M-_____

A RESOLUTION providing for the submission to the qualified electors of the City of Vancouver at the February 8, 2023 Special Election a proposition authorizing the City to increase its property tax levy pursuant to RCW 84.52.105 to provide funding for housing for people with low and very low-income; requesting that the Clark County Auditor place the proposition on the February 8, 2023 ballot; and providing for other matters properly related thereto.

WHEREAS, supporting safe, affordable housing and services for households with low and very-low income is a commitment the City Council has made to meet the needs of Vancouver residents;

WHEREAS, in 2016, City Council placed an affordable housing proposition on the ballot authorized by RCW 84.52.105 to impose additional regular property tax levies to finance affordable housing for households with very low-income;

WHEREAS, a majority of voters voted to authorize a seven-year levy collecting \$6 million per year, creating the Affordable Housing Fund administered by the City; and

WHEREAS, the Affordable Housing Fund is used for production and preservation of units affordable to families with very low-income, and also supports rental assistance, housing services, and temporary shelter for the period commencing in 2017 and continuing through 2023;

WHEREAS, the Affordable Housing Fund has awarded \$36,041,884 to support 52 projects with construction, acquisition, and preservation of affordable housing, as well as rental assistance and temporary shelter for Vancouver residents earning less than 50% AMI.

WHEREAS, to date, 1,064 units of affordable housing have been produced or preserved with support from the Affordable Housing Fund, 1,654 households have received rental assistance and services to prevent homelessness, and 405 temporary shelter beds have been created or supported with operating costs;

WHEREAS, the city of Vancouver still has a deficit of approximately 5,600 housing units and a vacancy rate lower than two percent for all rental units in the City;

WHEREAS, U.S. Census data estimates that there are 9,580 renter households with very low-income in Vancouver that face a housing cost burden by paying more than 30 percent of their income for housing costs;

WHEREAS, U.S. Census data estimates that there are 6,365 renter households with very low-income in Vancouver that face a severe housing cost burden by paying more than 50 percent of their income for housing costs;

WHEREAS, U.S. Census data estimates that there are 5,195 homeowners with very low-income in Vancouver that are cost burdened or extremely cost burdened by their housing costs;

WHEREAS, the 2022 Homeless Point-in-Time count, required by HUD, found 625 people homeless and living unsheltered in Clark County, an increase of 20 percent from 2020, the last year for which data was available;

WHEREAS, the 2022 Point-in-Time count found an additional 572 people were homeless and living in temporary shelters in Clark County;

WHEREAS, the State of Washington reports that 1,454 children enrolled in the Evergreen and Vancouver school districts are homeless and living in motels, shelters, or on the streets, resulting in adverse childhood experiences that have profound and long-lasting negative consequences;

WHEREAS, the demand for subsidized housing for households earning less than 50% of Area Median Income has increased to the point that the Vancouver Housing Authority has had to close many of the rent restricted waitlists since the number of applications received exceeds ability to assist existing waiting households for several years. They have also adopted preferences on the Section 8 waitlist that limits availability to the most in-need households; and

WHEREAS, household incomes are not keeping pace with Vancouver's housing costs, with average apartment rent increasing 28 percent between 2017 to 2022 according to The Columbian and median household income increasing by only 4 percent according to U.S. Census data; and

WHEREAS, the national rental database WalletHub indicates that Vancouver is experiencing the fourth highest year-over-year rent increases in the nation; and

WHEREAS, due to the COVID-19 pandemic, many residents have experienced loss of income leading to an increased risk of homelessness, and construction costs and delays have created a greater strain on the rental market; and

WHEREAS, in 2022, a group of affordable housing developers and practitioners from Vancouver convened to review Affordable Housing Fund outcomes and current market conditions and recommended that City Council ask voters to renew the Affordable Housing Fund levy to continue assisting in the delivery of affordable housing; and

WHEREAS, the replacement of the Affordable Housing Fund levy will result in local funding that will be used to serve low and very low-income households, and will be leveraged with other public and private funding to create affordable housing serving additional households for 20 or more years;

WHEREAS, as a condition of receiving federal funding for affordable housing, the City of Vancouver administers an affordable housing program with citizen oversight, including

preparation of five-year strategic plans, performance measures and outcomes, and annual action plans;

WHEREAS, the City of Vancouver has efficiently administered the Affordable Housing Fund in conjunction with its existing programs that use federal funding for housing affordability and can continue to do so;

WHEREAS, RCW 84.52.105 authorizes a city to impose additional regular property tax levies to finance affordable housing for households with low and very low income when specifically authorized to do so by a majority of the voters of the taxing district voting on a ballot proposition authorizing the levy;

WHEREAS, RCW 35.21.685 authorizes a city to assist in the development or preservation of publicly or privately owned housing for people with low income by providing loans or grants of general municipal funds to the owners or developers of the housing, including loans or grants to finance the acquisition, construction or rehabilitation of affordable housing, and to provide rental assistance and other supportive services to people with low income;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. **Findings.** The Council hereby adopts and incorporates by reference the above recitals as findings.

Section 2. **Calling of Election Regarding the Levy of Additional Property Taxes.**

The City of Vancouver submits to the qualified electors of the City a proposition authorizing an additional property tax levy for low and very low-income housing and housing services pursuant to RCW 84.52.105. The proposition would raise \$10 million per year totaling \$100 million in aggregate over a period of ten years, beginning in 2024.

- A. The proposition would authorize the City to impose an additional regular property tax levy of up to approximately \$0.30 per \$1,000 as assessed valuation for low and very low-income housing pursuant to RCW 84.52.105. The limitations in RCW 84.52.043 shall not apply to this tax levy. All levy proceeds shall be used for the purposes specified in the Affordable Housing Finance Plan approved by City Council.
- B. The taxes authorized by this proposition shall be in addition to the maximum amount of regular property taxes the City would have been limited to by RCW 84.55.010 in the absence of voter approval of this proposition, plus other authorized lid lifts, for ten years. Pursuant to RCW 84.55.050(5), the maximum regular property taxes that may be levied following the expiration of the additional taxes authorized by this proposition in shall be computed as if the limit on regular property taxes had not been increased under this proposition and the City had made levies at the maximum rates which would otherwise have been allowed during the years the levies were made under this proposition.

Section 3. **Ballot Proposition.** The City Clerk is hereby authorized and directed, not later than December 16, 2022, to certify a proposition to the Clark County Auditor, as ex officio supervisor of elections in Clark County, Washington, in substantially the following form:

PROPOSITION NO. ____

Affordable Housing Levy Replacement

The City of Vancouver Council adopted Resolution No. _____ concerning the replacement of an expiring affordable housing property tax levy. This proposition would replace an expiring property tax levy and fund housing and housing services for people with low and very low-income, including those with disabilities, veterans, seniors, and families with children by authorizing a property tax levy increase, generating \$10 million annually (approximately \$0.30/\$1,000 assessed value) for ten years, pursuant to RCW 84.52.105. All levy proceeds would be used for affordable housing purposes pursuant to an administrative and financial plan adopted by City Council.

Should this proposition be approved?

YES ☐

NO ☐

For purposes of receiving notice of the language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) the City Clerk (Natasha Ramras), telephone: (360) 487-8484; email: natasha.ramras@cityofvancouver.us; and (b) the City Attorney (Jonathan Young); telephone: (360) 487-8500; email: jonathan.young@cityofvancouver.us, as the individuals to whom such notice from the Auditor should be provided. The City Attorney and the City Clerk are each authorized individually to approve changes to the wording of such proposition as may be recommended by the Clark County Auditor and the Clark County Prosecuting Attorney,

as long as the intent of the proposition remains clear and consistent with the intent of this resolution.

Section 5. **Voters Pamphlet.** To the extent that a local voters' pamphlet and/or online voters' guide ("Voters' Pamphlet") will be produced for the February 8, 2023 election, the Pamphlet shall include an explanatory statement and arguments advocating approval and disapproval of the ballot measure, if any. Pursuant to RCW 29A.32.280, the arguments advocating approval and disapproval of the ballot measure shall be prepared by committees appointed by the City Council or the Clark County Auditor.

Section 6. **Severability.** If any provisions of this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed severable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the levy or collection of the taxes authorized by this proposition.

Section 7. **Effective Date.** This resolution shall take effect and be in full force immediately upon adoption by the City Council.

ADOPTED at a Regular Meeting of the Vancouver City Council this 19th of September 2022.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

09/19/2022

RESOLUTION NO. _____

A RESOLUTION relating to affordable housing; providing an affordable housing financing plan for the collection and use of monies authorized by RCW 84.52.105 to fund housing for people with low and very low-income.

WHEREAS, supporting safe, affordable housing and services for households with low and very low-income is a commitment the City Council has made to meet the needs of Vancouver residents;

WHEREAS, in 2016, City Council placed an affordable housing proposition on the ballot authorized by RCW 84.52.105 to impose additional regular property tax levies to finance affordable housing for households with very low-income;

WHEREAS, a majority of voters voted to authorize a seven-year levy collecting \$6 million per year, creating the Affordable Housing Fund administered by the City; and

WHEREAS, the Affordable Housing Fund is used for production and preservation of units affordable to families with very low-income, and also supports rental assistance, housing services, and temporary shelter for the period commencing in 2017 and continuing through 2023;

WHEREAS, the Affordable Housing Fund has awarded \$36,041,884 to support 52 projects with construction, acquisition, and preservation of affordable housing, as well as rental assistance and temporary shelter for Vancouver residents earning less than 50% AMI.

WHEREAS, to date, 1,064 units of affordable housing have been produced or preserved with support from the Affordable Housing Fund, 1,654 households have received rental assistance

and services to prevent homelessness, and 405 temporary shelter beds have been created or supported with operating costs;

WHEREAS, the city of Vancouver still has a deficit of approximately 5,600 housing units and a vacancy rate lower than two percent for all rental units in the City;

WHEREAS, U.S. Census data estimates that there are 9,580 renter households with very low-income in Vancouver that face a housing cost burden by paying more than 30 percent of their income for housing costs;

WHEREAS, U.S. Census data estimates that there are 6,365 renter households with very low-income in Vancouver that face a severe housing cost burden by paying more than 50 percent of their income for housing costs;

WHEREAS, U.S. Census data estimates that there are 5,195 homeowners with very low-income in Vancouver that are cost burdened or extremely cost burdened by their housing costs;

WHEREAS, the 2022 Homeless Point-in-Time count, required by HUD, found 625 people homeless and living unsheltered in Clark County, an increase of 20 percent from 2020, the last year for which data was available;

WHEREAS, the 2022 Point-in-Time count found an additional 572 people were homeless and living in temporary shelters in Clark County;

WHEREAS, the State of Washington reports that 1,454 children enrolled in the Evergreen and Vancouver school districts are homeless and living in motels, shelters, or on the streets, resulting in adverse childhood experiences that have profound and long-lasting negative consequences;

RESOLUTION - 2

WHEREAS, the demand for subsidized housing for households earning less than 50% of Area Median Income has increased to the point that the Vancouver Housing Authority has had to close many of the rent restricted waitlists since the number of applications received exceeds ability to assist existing waiting households for several years. They have also adopted preferences on the Section 8 waitlist that limits availability to the most in-need households; and

WHEREAS, household incomes are not keeping pace with Vancouver's housing costs, with average apartment rent increasing 28 percent between 2017 to 2022 according to The Columbian and median household income increasing by only 4 percent according to U.S. Census data; and

WHEREAS, the national rental database WalletHub indicates that Vancouver is experiencing the fourth highest year-over-year rent increases in the nation; and

WHEREAS, due to the COVID-19 pandemic, many residents have experienced loss of income leading to an increased risk of homelessness, and construction costs and delays have created a greater strain on the rental market; and

WHEREAS, in 2022, a group of affordable housing developers and practitioners from Vancouver convened to review the 2016-2023 Affordable Housing Fund outcomes and current market conditions and recommended that City Council ask voters to renew the Affordable Housing Fund levy to continue assisting in the delivery of affordable housing; and

WHEREAS, the replacement of the Affordable Housing Fund will result in local funding that will be used to serve low and very low-income households, and will be leveraged with other public and private funding to create affordable housing serving additional households for 20 or more years;

RESOLUTION - 3

WHEREAS, as a condition of receiving federal funding for affordable housing, the City of Vancouver administers an affordable housing program with citizen oversight, including preparation of five-year strategic plans, performance measures and outcomes, and annual action plans;

WHEREAS, the City of Vancouver has efficiently administered the Vancouver Housing Fund in conjunction with its existing programs that use federal funding for housing affordability and can continue to do so;

WHEREAS, RCW 84.52.105 authorizes a city to impose additional regular property tax levies to finance affordable housing for low and very low-income households when specifically authorized to do so by a majority of the voters of the taxing district voting on a ballot proposition authorizing the levy;

WHEREAS, RCW 35.21.685 authorizes a city to assist in the development or preservation of publicly or privately owned housing for persons with low income by providing loans or grants of general municipal funds to the owners or developers of the housing, including loans or grants to finance the acquisition, construction or rehabilitation of affordable housing, and to provide rental assistance and other supportive services, to people with low income; and

WHEREAS, on _____ Council adopted Resolution _____ declaring an emergency with respect to the availability of housing that is affordable to households with low and very low-income.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. **Findings.** The Council hereby adopts and incorporates by reference the above

recitals as findings.

Section 2. **Levy Revenues.**

- A. Unless otherwise directed by ordinance, all revenues collected from the additional taxes authorized pursuant to this resolution shall be deposited initially in the Affordable Housing Fund to be used as set forth in the Affordable Housing Fund Administrative and Financing Plan. The Finance Director is authorized to create other subfunds or accounts within the Affordable Housing Fund as may be needed or appropriate to implement the purposes of this resolution.
- B. Pending expenditure for the purposes authorized in this resolution, amounts deposited in the Affordable Housing Fund pursuant to this resolution may be invested in any investments permitted by applicable law. All investment earnings on the balances shall be deposited into the Affordable Housing Fund. Amounts received by the City from payments with respect to loans, recovery of grants, insurance proceeds or proceeds of sale or disposition of property (“program income”) shall be deposited into the Affordable Housing Fund unless otherwise specified by ordinance. Any investment earnings and program income derived from revenues collected from the additional taxes authorized pursuant to this resolution shall be used for the purposes set forth in this resolution and as authorized by City Council and State law.

Section 3. **Administration; Use of Proceeds.**

- A. The levy funds shall be used to pay for affordable housing for households with low and very low-income, pay for affordable housing programs, and otherwise provide for the housing needs of households with low and very low-income.
- B. The Economic Prosperity and Housing Department, or such other department as may be designated by ordinance, shall administer programs funded with the additional taxes authorized pursuant to this resolution. Any programs adopted by the City Council for use of the funds derived under this resolution shall be referred to as “Affordable Housing Fund Programs.” Affordable Housing Fund Programs shall be implemented consistent with the Affordable Housing Fund Administrative and Financing Plan, as adopted by the City Council and as may thereafter be amended from time to time by the City Manager or designee.

Section 4. **Severability.** In any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

ADOPTED at a Regular Meeting of the Vancouver City Council this 19th of September
2022.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



DRAFT Affordable Housing Fund

Administrative and Financial Plan

2024 Plan adopted _____

BACKGROUND

In January 2016, following eight months of discussion by the City of Vancouver's Affordable Housing Task Force, City Council reviewed several recommendations to address Vancouver's lack of affordable housing options. Creating a locally controlled affordable housing fund was identified as the first high priority option to move forward in 2016.

After exploring potential revenue sources for an affordable housing fund, a property tax levy was identified as the most practical and timely option. The State of Washington allows cities to enact a property tax levy for affordable housing if such a measure is approved by a majority of voters (RCW 84.52.105).

In November 2016, Vancouver voters passed a levy to raise \$42 million over seven years (\$6 million per year) for affordable housing and services available to very low-income residents. This Administrative and Financial Plan lays out objectives for the Vancouver Affordable Housing Fund and describes how funds will be managed and spent.

Initially, state law required that all funds must serve very low-income households, defined as earning up to 50% of area median income (AMI). In October 2020, the legislature amended RCW 84.52.105 to allow levy funding to be used for affordable homeownership, owner-occupied home repair, and foreclosure prevention programs for low-income households, defined as those earning up to 80% of area median income.

In 2022, Vancouver reviewed the outcomes of the initial AHF levy as well as the ongoing need for affordable housing. City Council recommended placing a renewal levy on the ballot for voters to consider in 2023. This proposed administrative plan will be reviewed and approved by council and published for public feedback prior to the ballot initiative. This Administrative and Financial plan will be fully implemented in 2024 if the levy renewal is passed by voters.

Funding allocations and anticipated outcomes are attached to this plan. Allocation amounts may change from time to time based on need, community input, and council approval. This Administrative and Financial Plan may be updated as needed with review and approval of City Council.

PROGRAM OBJECTIVES

Four primary objectives guide implementation of the Vancouver Affordable Housing Fund. The City will strive to:

- Create and preserve affordable homes for residents earning 50% AMI or less; promoting housing opportunity and choice throughout the City.
- Contribute to efforts to end homelessness by providing housing and services for individuals and families who are homeless or at risk of homelessness.
- Collaborate with nonprofit and for-profit developers and agencies to promote a variety of housing choices, including units in mixed-income developments.
- Leverage City investments with other funding sources to maximize the number of quality affordable housing units that are created or preserved each funding cycle.

LEVY AMOUNT, TAX RATE, AND DURATION

The renewed levy will generate \$100 million over 10 years (\$10 million annually) for Vancouver Affordable Housing Fund projects. Collection of levy funds will begin January 1, 2024 and will continue through December 31, 2033.

The amount of funds to be collected is capped at \$10 million annually for the 10-year period. As the city's assessed value changes due to shifts in property values or the number of taxable properties in Vancouver, the levy rate will also change to generate \$100 million during the 10-year period. For example, if there is an overall increase in property values, the rate charged to each property owner would adjust downward accordingly.

Taxes collected for the Vancouver Affordable Housing Fund will be held in a dedicated account that is separate from the City's general fund. The money may be spent only on eligible uses and cannot be diverted to cover other City expenses.

ELIGIBLE FUND USES

The Vancouver Affordable Housing Fund may only be used to serve households at 50% AMI or below. Collected funds will be deposited into a restricted account that can only be used for housing and services for this population.

The City will provide funds to community partners (for-profit and nonprofit developers, property owners and housing/service providers) for acquisition, construction, and preservation of affordable housing and homeownership assistance to low or very low-income households. The money will also support temporary shelter, housing and services for people who are homeless or at risk of becoming homeless.

The Vancouver Affordable Housing Fund may be used for the following activities:

Housing Production and Preservation for Units Affordable to Tenants with Very Low Income (50% AMI)

- Funding for construction of new affordable rental housing
- Funding for acquisition of land or property for affordable housing development
- Incentives to property owners to convert existing market-rate units to affordable units
- Funding to rehabilitate existing affordable housing to correct health, safety and livability problems
- Funding for publicly subsidized projects (e.g., tax credit project) with expiring affordability periods to ensure continued affordability

Rent Assistance and Housing Services for Households Earning Very Low Income (50% AMI)

- Funding for rental assistance and housing stability services. Assistance may include rent, rental arrears, application fees, security deposits, utilities in conjunction with rental assistance, and housing stabilization assistance (costs related to obtaining or maintaining employment to remain stably housed). Households will receive a vulnerability assessment; households that are homeless or have a very high risk of becoming homeless will be prioritized for assistance.

Temporary Shelter

- Funding to service providers to build, maintain, and/or operate shelters serving people who are homeless
- Funding to service providers for motel voucher programs that provide temporary overnight shelter

Homeownership Assistance for Households Earning Low Income (60% AMI)

- Funding for homeowners to make basic repairs and accessibility improvements
- Funding for development or acquisition of single-family homes affordable to people with low income
- Funding for foreclosure assistance to homeowners with low-income

Implementation

Resources for staff to develop contracts, manage the program and conduct compliance monitoring.

HOUSEHOLD ELIGIBILITY

Households assisted through the Affordable Housing Fund must be residents of Vancouver or experiencing homelessness in Vancouver prior to assistance. This residency restriction applies to any type of housing assistance.

Household Income

In accordance with RCW 84.52.105, the Affordable Housing Fund will be limited to serving households with low or very low-income. State law defines very low-income as earning up to 50% of area median income (AMI) and low income as earning up to 80% AMI. **Although the RCW allows up to 80% AMI eligibility for homeownership, the City of Vancouver is limiting assistance to households at 60% AMI for homeownership assistance.** Income limits by household size are provided annually by the U.S. Department of Housing and Urban Development. Income limits are provided online at: <https://www.cityofvancouver.us/eph/page/affordable-housing-fund>.

Income Determination

Households must disclose all income sources. Adequate documentation must exist on file to support the household's income eligibility. In addition, the following conditions apply:

- **Housing Production and Preservation (50% AMI):** Household income eligibility must be determined at the time of leasing and annually thereafter. If a household is over the maximum income upon review, the next available unit in the property must be rented to an income-eligible household.
- **Rent Assistance and Housing Services (50% AMI):** Household income eligibility must be determined before assistance is provided and every 90 days thereafter. If a household is over the maximum income upon review, housing assistance through the Affordable Housing Fund must be terminated.
- **Temporary Shelter (50% AMI):** Household income eligibility of each household must be determined prior to placement in shelter.
- **Homeowner Assistance (60% AMI):** Household income eligibility must be determined prior to assistance and at time of purchase commitment. If the home is sold during the Affordable Housing Fund affordability period, subsequent buyers must be income-eligible at the time of purchase.

FUNDING PRIORITIES

Several higher-need populations exist among Vancouver's very low-income households. To best meet the needs of these residents, the Vancouver Affordable Housing Fund will prioritize projects and programs serving:

- Senior households (must include one or more individuals age 62 or over);
- People who are homeless;
- Families with children; and
- People with special needs, including but not limited to:
 - Individuals with disabilities;
 - Individuals with mental, physical or behavioral health issues;
 - Survivors of domestic violence; and
 - Veterans.

UNIT ELIGIBILITY

All units created or assisted with Affordable Housing Fund must be located within Vancouver city limits. This includes rental assistance and temporary shelter assistance.

Housing Production and Preservation

Units must be located in Vancouver city limits. The monthly rent for designated Affordable Housing Fund units must not exceed what is affordable to households at 50% AMI according to the rent limits provided by the Washington State Housing Finance Commission. The 50% AMI rent limits are updated annually and include utilities. The Vancouver Housing Authority's utility allowance rates shall be used to calculate any tenant-paid utilities. Depending on resources, Washington State Evergreen Sustainable Development Standards (ESDS) may be required. ESDS contains criteria that safeguard health and safety, increase durability, promote sustainable living, preserve the environment, and increase energy and water efficiency.

Rent Assistance and Housing Services

Units must be located in Vancouver city limits. The Affordable Housing Fund will contribute no more than 100% of fair market rent (FMR), based on the appropriate unit size for the household, unless an exception to FMR is requested and approved by the program manager. Fair market rents are updated annually by HUD and rent limits include utilities. The Vancouver Housing Authority's utility allowance rates shall be used to calculate any tenant-paid utilities.

Temporary Shelter

Shelter sites must be located in Vancouver city limits.

Homeownership Assistance

All homes purchased or assisted will be within Vancouver city limits. Homeownership assistance is only available to households who earn less than 60% AMI. For homebuyer assistance, the maximum purchase price shall be the HUD HOME limits for affordable single-family housing based on 95% of the median purchase price for the area using FHA single-family mortgage data. HUD updates the maximum purchase price annually. When feasible, homeowner assistance may include energy efficiency improvements at low or no cost to homeowner.

GEOGRAPHIC FOCUS

The program is not targeted to specific neighborhoods. Funds will be available to housing projects located within the city limits of Vancouver and to programs serving Vancouver residents. See Household Eligibility and Unit Eligibility for requirements.

AWARD PROCESS

Awards will be allocated through an annual application process. The process may be managed in combination with the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) awards. Applications may be provided on a rolling basis in future funding rounds.

ELIGIBLE COSTS

Funds will generally be disbursed on a reimbursement basis for eligible costs, including but not limited to:

- Appraisals
- Architectural fees
- Case management to stabilize residents
- Closing costs
- Construction, including sales tax
- Development fees and permits
- Engineering fees
- Environmental assessments and fees
- Professional services
- Purchase/acquisition
- Rental assistance
- Housing stabilization assistance
- Inspections and surveys
- Insurance
- Interest
- Financing fees
- Rent buy-down
- Replacement reserves

ELIGIBLE FUND RECIPIENTS

Through the City selection process, priority will be given to applicants with a demonstrated ability to develop, own, and/or manage affordable housing. Applicants that do not have previous experience in these areas will be expected to propose an appropriate relationship with an entity that does have this experience.

Eligible recipients include:

1. Nonprofit agencies: Eligible nonprofits must have a charitable purpose. The City's preference is to provide funding to nonprofit borrowers that have established housing as a primary mission. Private nonprofit agencies will be required to submit articles of incorporation and an IRS letter as proof of nonprofit status.
2. Any corporation, limited liability company, general partnership, joint venture, or limited partnership created and controlled by a nonprofit or public corporation to obtain tax credits or for another housing-related objective approved by the City.
3. The Vancouver Housing Authority (VHA).
4. Private for-profit firms/property owners: Eligible for-profits must have experience developing, owning, and managing multifamily rental housing. Private for-profit firms can include partnerships between one or more firms, such as a building contractor and a property manager. Private for-profit firms may also partner with nonprofit or public agencies as needed to provide sufficient capacity to develop, own and operate housing on a long-term basis.
5. Homebuyers/homeowners: Homeowners or homebuyers with low-income must access assistance through programs operated by the City, or through a nonprofit or other housing agency contracted with the City.

AWARD LIMITS

Award limits are based on the type of unit assisted and shown in the table below. These limits also determine the number of units subject to continuing compliance with Affordable Housing Fund requirements throughout the affordability period. Housing Production and Preservation awards must be at least \$250,000 unless otherwise approved by the City's Chief Financial Officer.

Project Type	Per Unit Funding Limit
50% AMI rental unit production	\$75,000
50% AMI rental unit preservation	\$40,000
30% AMI rental unit production	\$105,000
30% AMI rental unit preservation	\$55,000
Group home/shared living per bed	\$25,000
Temporary shelter production or preservation per bed	\$25,000
60% AMI homeowner/buyer assistance per household	\$50,000

AFFORDABILITY PERIOD

The standard affordability period for Affordable Housing Fund units and shelter construction is 20 years, starting from the construction completion date. The start and end of the affordability period will be specified in the funding agreement, deed of trust, and/or affordable housing covenant. During the affordability period, housing must remain affordable to households with low or very low-income subject to compliance requirements.

Use of Program Income

Sale of a project during the affordability period requires City consent. Loan payments to the City will be returned to the Affordable Housing Fund. Payments will be reallocated to eligible housing activities or used for ongoing implementation costs to administer and monitor the fund according to priorities established in the current Administrative and Financial Plan.

FINANCING METHODS

Affordable Housing Fund financing may be provided as grant funding or as a low-interest loan.

Housing Production and Preservation

Financing for rental housing production and preservation will be provided as a grant unless the project requires a loan; loan terms will be approved by City Finance. All projects will be subject to an underwriting review prior to contracting. Financing terms and project requirements will be specified in a funding agreement, affordable housing covenant, promissory note and deed of trust.

Rental Assistance/Housing Services and Temporary Shelter

Funding for rental assistance and services, as well as temporary shelter, will be in the form of a grant. Specific project requirements will be detailed in a funding agreement.

Homeownership Assistance

Assistance to homeowners or purchasers will generally be provided through a contracted agency with specific funding and loan terms dependent on program design. The 20-year AHF affordability period applies to homeownership and will be specified through the homeowner agreement, deed of trust and affordable housing covenant recorded against the property. Homeownership projects will also be subject to underwriting review.

TIMELINES

Projects must be in construction within 24 months after receiving an award of the Affordable Housing Fund dollars. Projects that do not meet this timeline will lose the award. No extensions of awards will be granted.

MONITORING

Projects will be subject to initial and ongoing monitoring to ensure that all Vancouver Affordable Housing Fund dollars are being used to assist eligible households. Monitoring may include on-site inspection, file review and tenant or program reporting.

Following project completion, Housing Production and Preservation projects will be monitored on an annual basis to ensure continued affordability and habitability. Property owners will report unit and tenant information in a format acceptable to the city.

PLAN AMENDMENTS

The Vancouver Affordable Housing Fund Administrative and Financing Plan will be monitored and updated as needed. All changes will be approved with consultation of Vancouver City Council.

REPORTING

Annual program reporting will be provided by city staff no later than March 31st of each year, covering activity for the previous calendar year, as well as cumulative performance of the AHF levy.

The annual report will include accomplishments for each type of assistance:

Housing Production and Preservation

- units completed and awarded
- total AHF funding
- total leveraged funding
- populations served by projects

Rental Assistance and Housing Services

- number of households provided housing assistance and success at stabilizing households
- income and demographics of assisted households

Temporary Shelter

- number of shelter beds supported with operating subsidy
- number of new or rehabilitated shelter beds
- number and demographics of people served by shelter assistance

Homeownership

- number and value of rehabilitation loans approved
- number and value of homebuyer loans approved
- income and demographics of assisted homeowners

Implementation costs

ALLOCATION PLAN AND PROGRAM GOALS

The City anticipates serving approximately 560 households annually. This number does not include additional units that may be created by leveraging Affordable Housing Fund investments with other funding sources.

The following table outlines the proposed allocation of funds among eligible uses and estimated number of units and households assisted. If the pool of applications in an annual award cycle does not support this funding breakdown, allocations may be shifted between uses as appropriate. City Council will review and approve all awards made through the Affordable Housing Fund.

Anticipated goals are based on historic costs per outcome.

2024 AHF Allocations and Goals

<i>Eligible Use</i>	Annual Allocation	Anticipated Annual Goal	Total Funding (%)	10-Year Outcomes
<i>Housing Production/Preservation</i>	\$6M	80 direct units 240 leveraged units	60%	2,400 units
<i>Rent Assistance & Housing Services</i>	\$2M	250 households	20%	2,500 households
<i>Temporary Shelter</i>	\$1M	55 beds	10%	550 beds
<i>Homeownership</i>	\$500,000	15 households	5%	150 households
<i>Implementation</i>	\$500,000	--	5%	--
TOTAL	\$10M	560		5,600

STAFF REPORT NO. xxxx

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE:

Subject: Council action to appoint committees to prepare arguments advocating voters' approval and rejection of the Council's Affordable Housing Levy Replacement proposition pursuant to RCW 29A.32.280.

Present Situation and Background: RCW 29A.32.280 directs a legislative authority submitting a measure to voters to appoint a committee to prepare arguments advocating voters' approval and rejection of the measure. Specifically, RCW 29A.32.280 provides as follows regarding the composition of the committees and the county auditor's role if the legislative authority fails to appoint committees by the resolution submission deadline:

"[...] The authority shall appoint persons known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members, however, a committee may seek the advice of any person or persons. If the legislative authority of a unit of local government fails to make such appointments by the prescribed deadline, the county auditor shall whenever possible make the appointments."

RCW 29A.32.280

Proposed Council Action:

Should council wish to defer selection of a committee to the Clark County Auditor, no action is needed.

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the Council's Affordable Housing Levy Replacement proposition.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the Council's Affordable Housing Levy Replacement proposition.

AFFORDABLE HOUSING DATA COLLECTION AND COMMUNITY OUTREACH

MULTIFAMILY/RENTAL

Source	Summary/Themes
Columbian article July 2021	• High end construction and population influx pushing up demand/decreasing affordability • Rent outpacing wage growth, tenants must work more or move, can't save for home purchase • Many community comments comparing rent prices from 5-10 years ago to now
Council for the Homeless staff August 2022	• Vulnerability screening along with a Pathways (Housing First) program model and Diversion assistance seems to be the most effective interventions right now
VHA Family Self Sufficiency Program August 2022	• Working with voucher holders/subsidized units. Tenants are having their housing sold by its owners and can't find new units - have to find new housing in 120 days and this is hard to do. • Program serves 125 families, 80% using rental vouchers to private landlords and 20% using project-based vouchers
Bridgeview Resource Navigator August 2022	• Currently seeing a lot of families in need of school supplies and school clothes, could use more assistance with security deposits and flexible funding to help families stabilize in housing. • Landlord education is a need, smaller landlords don't always know/follow fair housing law and tenant protections (Section 8 discrimination)
Open House Ministries August 2022	• Working with other housing organizations to provide wrap-around services and support – partnerships and collaboration are crucial
City of Vancouver Homeless Outreach staff August 2022	• Mixed income developments work better than concentrating people with behavioral health and high need/vulnerability in one complex
PEACE Housing Committee August 2022	• There is a huge need for housing for people with developmental disabilities (DD). The state's DDA department offers supportive case management, so the main barrier to housing is the affordability • Most people with DD receive only SSI, approximately \$840 per month • Interested in shared communities/cottage housing but not congregate housing • Parents/caregivers have a need for ADUs and technology supports to facilitate independent living

HOMELESSNESS ASSISTANCE

Source	Summary/Themes
City of Vancouver HOME-ARP survey October 2021	62 responses, 40% prioritized homeless prevention, 29% prioritized people fleeing domestic violence, 24% prioritized people who are homeless - Majority of respondents prioritized families for homelessness assistance, then youth, seniors, single-parents, veterans - Majority prioritized supportive services, then rental assistance, housing development, temporary shelter last
Safe Stay interviews with Outpost residents Summer 2022	- Case management/supportive services are crucial, need to increase agency capacity to ensure training, consistency, and accountability of case managers - People need continued support after moving into housing to ensure stability - Need for laundry/showers/restrooms for people living outside - Need help with car maintenance/employment opportunities/community activities – social events
Youth Action Board August 2022	- Need for more supportive and safe campsites; need for bike lockers/storage and public restrooms - Need for publicly available wi-fi for people to take classes or remain employed while living outside
City of Vancouver Homeless Outreach staff August 2022	Need for extremely low-income units for people at 30% - many on fixed income don't need other supports but will never be able to afford housing without help
CFTH Vancouver Homeless Action Plan forum August 2022	- City and county should work more collaboratively to solve homelessness. Most people don't understand the distinction between the two jurisdictions. - Work on barriers to becoming housed (credit, mental health, transportation) as well as build on successes (peer support, family reunification, wrap around services). - There are larger systemic issues that also contribute to homelessness – healthcare, justice system
Vancouver Public Schools Homeless Youth Advocate August 2022	- Rental and move-in assistance for students with no support going to school, may have no income - Students lose housing due to LGBTQ status, or families moving away - Only youth shelter is Oakbridge; it is used for justice-involved, foster, or runaway youth - Unaccompanied youth in school that are not in foster care need a place to go, can't sign lease when under 18. - There are resources available for teen moms, foster youth or justice-involved – students outside of these populations who can't live with family or friends don't have options

HOMEOWNERSHIP

Source	Summary/Themes
Washington Housing Finance Commission Down Payment Assistance Program July 2022	- Nearly \$100K investment needed for household at 80% AMI to afford \$450K home in current market - Approximately \$200K needed for household at 50% AMI - Encouraged establishing a homebuyer program now, so if/when market conditions change, program is set-up and available
Columbian article August 2022	- Annual income of \$86K required for median home (\$525K) purchase w/3.5% down payment - Higher interest rates affecting affordability
Proud Ground Land Trust August 2022	- Need to layer multiple forms of subsidy to make homeownership affordable: SHOP/CDBG/AHF/WSHFC - Highly recommend allowing households earning up to 80% AMI to qualify for homeownership assistance - Average income of Proud Ground homebuyers is 59% of area median. - Currently 22 people on waiting list for Vancouver under 50% AMI; majority are female-headed households with children; majority are households of color - Very difficult to find available homes
Evergreen Habitat for Humanity August 2022	- Homeownership at 50% is really challenging, most families Habitat works with are dual income and almost no family earning two incomes is under 50% - Habitat's standard income level is 60% AMI - that would help homeownership assistance

GENERAL COMMUNITY FEEDBACK

Source	Summary/Themes
2020 Clark County Community Needs Assessment Surveys targeted to people with low-income for CSBG	• 1,403 survey respondents – 50% renters, 25% homeowners, 14% homeless, 11% doubled up • 84% of respondents earned less than 200% of federal poverty level (\$53K/family of 4) • 49% identified housing as top need, followed by food (44%), asset building (35%), mental health (31%), employment (30%) • Housing Barriers: 64% identified housing affordability as primary challenge, 49% needed rental assistance, 44% noted not being able to find housing
Fair Housing Survey March 2019	• 274 responses – countywide, 144 respondents said they were cost burdened by housing (paying 30%+ of income for housing) or extremely cost burdened (paying more than 50% of income) • 260 respondents (95%) said lack of affordable housing was a barrier for them when seeking housing
Clark County Community Services staff August 2022	• All ARPA-funded assistance will end December 2024 –including street outreach teams, outreach coordination, hoarding specialists and Independent Living Skill services for PSH clients • Need for additional housing navigators at shelters to help people transition into housing • Potential need for increased funding for Housing Justice project



Affordable Housing Fund Levy Replacement

September 12, 2022



Patrick Quinton, Economic Development Director
Samantha Whitley, Housing Programs Manager

Agenda

- Purpose
- Recap Workshop
- Review Levy Renewal Requirements
- Finalize Ballot Language
- Review Proposed Administrative Plan
- Next Steps



Target Outcomes



- Finalize ballot measure
- Finalize administrative plan
- Finalize resolutions

Workshop Recap

- Affordable Housing Fund has largely met goals from 2016 ballot measure
- Ongoing need for significant investment in affordable housing
- Advisory committee recommends replacement at higher amount and longer term
- Growth in assessed value allows for replacement at lower rate than in 2016

Affordable Housing Fund Levy Replacement - 4



Levy Requirements

- Declaration of Housing Emergency
- Ballot Language
 - Levy Amount and Rate
 - Levy Term
 - Target Population (very low income, low income)
- Ballot Timing
- Adoption of Affordable Housing Financing Plan (e.g., Administrative Plan)
- Designation of For and Against Committees

Declaration of Housing Emergency

- Housing emergency declared in April 2016 prior to establishing Affordable Housing Fund.
- Declaration required to send ballot measure to voters
- Declaration authorizes creation of Administrative and Financial Plan and Executive Action to address emergency

Council Feedback on Ballot Measure

Levy Amount	\$10 million
Levy Term	10 years
Timing	February 2023
Target Population	Very low income (50% AMI and less) plus low income for homeownership programs

Proposed Ballot Measure Language

The City of Vancouver Council **Proposition No. ____**

Affordable Housing Levy Replacement

The City of Vancouver Council adopted Resolution No. _____ concerning the replacement of an expiring affordable housing property tax levy. This proposition would replace an expiring property tax levy and fund housing and housing services for people with low- and very low-income, including those with disabilities, veterans, seniors, and families with children by authorizing a property tax levy increase, generating \$10,000,000 annually (approximately \$.30/\$1,000 assessed value) for ten years, pursuant to RCW 84.52.105. All levy proceeds would be used for affordable housing purposes pursuant to an administrative and financial plan adopted by City Council.



Ballot Measure Discussion

Affordable Housing Fund Levy Replacement - 9

Page 51 of 58

Administrative Plan Elements

- Funding categories
- Funding distribution
- Per unit/household funding limits
- Metrics

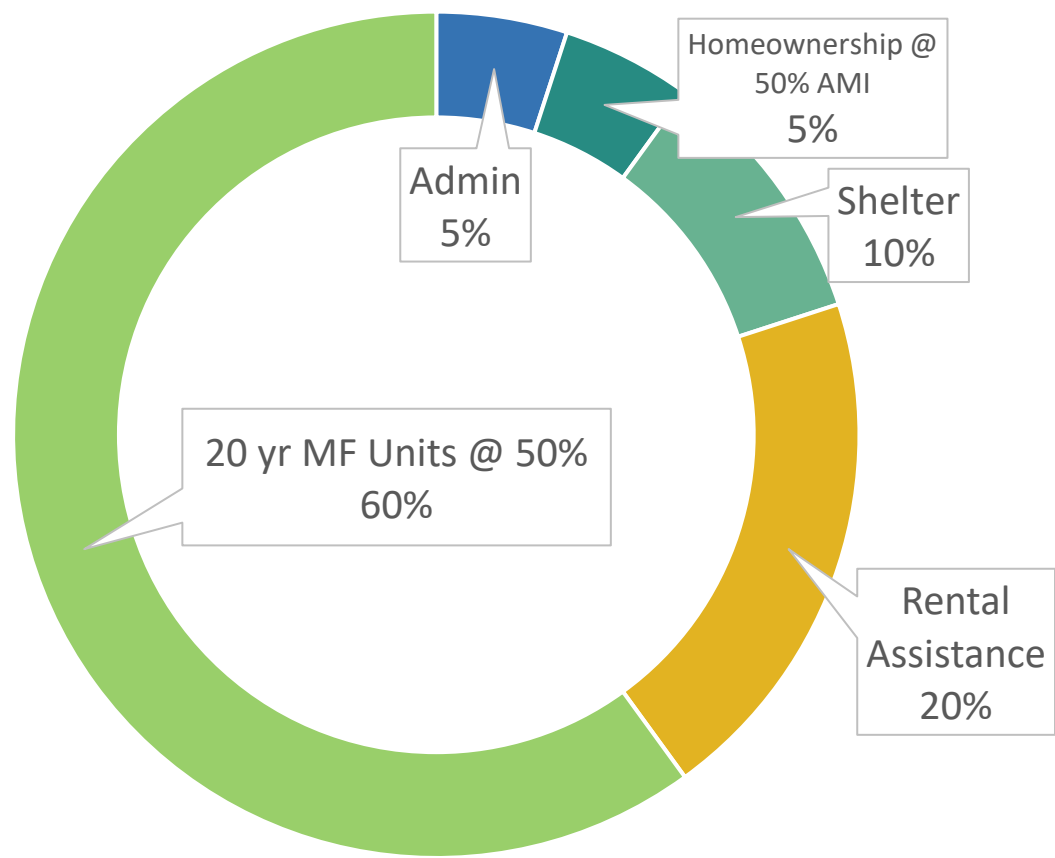


Stakeholder Feedback on Administrative Plan

- Housing affordability continues to be greatest obstacle for households seeking permanent housing
- Broader community feedback support for efforts to prevent homelessness and providing supportive services
- Address barriers to being housed – wrap-around and supportive services are necessary for both homeless and low-income renters
- Need units at 30% AMI as part of housing investment strategy
- Homeownership programs more effective with households over 50% AMI
- Mixed income projects work best for people with behavioral health challenges and high needs.



Recommended Investment Distribution



Costs per household served

- Per new unit built: \$75,000/\$105,000
- Per unit preserved \$40,000/\$55,000
- Rental household assisted: \$6,000
- Shelter bed: \$25,000
- Homeownership household: \$50,000

Projected Outcomes

Outcomes	Annual Allocation	Funding %	Annual Goal	10 Year Goal
Housing Production/ Preservation	\$6M	60%	80 direct units 240 leveraged units	2,400 units
Rent Assistance & Housing Services	\$2M	20%	250 households	2,500 households
Temporary Shelter	\$1M	10%	55 beds	550 beds
Homeownership	\$500,000	5%	15 households	150 households
Implementation	\$500,000	5%	N/A	N/A

Affordable Housing Fund Levy Replacement - 13



Administrative Plan Discussion

Affordable Housing Fund Levy Replacement - 14



Next Steps

Council action on 9/19 on:

- Resolution authorizing ballot measure
- Administrative Plan
- Housing Emergency Declaration
- For and Against Committees

Questions and Discussion

Patrick Quinton, Economic Development Director,
patrick.quinton@cityofvancouver.us

Samantha Whitley, Housing Programs Manager
samantha.whitley@cityofvancouver.us





Staff Report: 124-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/12/2022

SUBJECT Consideration of Ethics Complaint regarding Mayor McEnerny-Ogle, Mayor Pro Tem Stober, and Councilmember Paulsen

Present Situation

On September 12, 2022, time has been reserved under "New Business" for Councilmembers Hansen, Fox, Perez, and Harless to consider an Ethics Complaint regarding Mayor McEnerny-Ogle, Mayor Pro Tem Stober, and Councilmember Paulsen. Pursuant City Council Policy 100-36, on September 12, 2022, it will be responsibility of the remaining members of City Council to:

A. Review the City Attorney's Report (attached); and

B. Make a determination as to whether or not the Council shall refer the allegations to a Hearings Examiner for investigation.

Action Requested

Council determination, based on the allegations and analysis, whether to refer the matter to the Hearings Examiner to conduct a full investigation.

Jonathan Young, City Attorney, 487-8500

ATTACHMENTS:

- ▣ Council Complaint
- ▣ City Attorney's Report and Recommendations
- ▣ 100-36 Ethics Policy

August 7, 2022

Mr. Eric Holmes, City Manager
Mr. Jonathan Young, City Attorney
City of Vancouver, Washington
415 W 6th Street
Vancouver, WA. 98660

Dear Mr. Holmes and Mr. Young:

We are filing this complaint under Council policy 100-36. The complaint is against Mayor McEnerney-Ogle, and current Councilmembers Stober, and Paulson for their conduct in violation of Vancouver Charter Section 7.10 in remanding Glen Yung's recommended Planning Commission appointment. Former Councilmembers Glover and Lebowski also violated this Charter section, but since they are no longer on the Council, it is unclear what jurisdiction the current Council has over them.

The remand took place at a public Council meeting on December 20, 2021, available on CVTV and are within our personal knowledge.

This complaint seeks remedies of the Council (1) acknowledging the importance of its role in the Community to monitor and support its goals pertaining to discrimination and the inappropriateness of remanding an appointment based on race; (2) continuing to educate councilmembers on racial discrimination under the direction of the Director of Diversity, Equity, and Inclusion, Alicia Sojourner; and (3) appointing Glen Yung to the Planning Commission.

The December 20, 2021 meeting was the last one where Councilmembers Glover and Lebowski were members of the Council.

At this meeting, three recommended Planning Commission candidates were brought forward to fill three vacancies on the Planning Commission, two females and one male. Glover made a motion to remand the appointment of the white male, Glen Yung, where she stated:

"My colleagues and our subcommittee have chosen to appoint someone who very much reflects the current composition of the Planning Commission. a white male directly connected to the building industry. [Emphasis added]. Tonight we have the opportunity to be bold and make a decision to bring diversity to this important commission. I move to remand the appointment of Glen Yung back to the subcommittee to review the full pool of applicants for consideration."

Rather than object to the race and gender discriminatory motive for the remand expressly stated by Councilor Glover, Ogle solicited a second and voted for the motion. Councilors Stober and Paulson joined Glover and Ogle.

These three Councilors plainly violated Vancouver Charter Section 7.10 which provides in pertinent part:

"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. Position... [Emphasis added].

Consistent with that Charter Section, Council adopted Policy 100-36, Section 7.0A which says in pertinent part:

The City of Vancouver is committed to providing a diverse work environment free from discrimination and harassment where all people are treated, and are expected to treat others, with dignity and respect. The City does not condone or tolerate discriminatory, harassing, retaliatory, intimidating, offensive, or disrespectful conduct. Councilmembers have a responsibility to assist in this commitment by modeling appropriate conduct, and refraining from engaging in harassing conduct directed at an individual because of their race, religion, color, national origin, pregnancy, military status, age, gender, sexual orientation, marital status and/or the presence of any physical or mental disability and/or any other status protected by law. Such harassing conduct is strictly prohibited. Any conduct which may be construed as retaliation against an individual because they made a complaint of harassment is also strictly prohibited. [Emphasis added].

In spite of discrimination being “strictly prohibited” under this policy, three current and two former councilmembers clearly discriminated against Mr. Yung on the basis of race and gender in violation of Section 7.10. The violation of Mr. Yung’s rights continues to this day with the Planning Commission position remaining unfilled.

The Council’s action cannot be defended on diversity or affirmative action-type preferences grounds. In those cases, the typical practice is to select from candidates roughly equal in qualifications and selecting one who is from underrepresented group. Here, there was no other candidate before the Council.

Even an attempt to defend of the basis of the remand being in furtherance of diversity and affirmative action preferences would be highly suspect as a violation of the Equal Protection Clause of the United States Constitution. The U.S. Supreme Court has stated “[a]t the heart of the Constitution’s guarantee of equal protection lies the simple command that the Government must treat citizens as individuals, not as simply components of a racial, religious, sexual or national class.” *Miller v. Johnson*, [515 U. S. 900](#), 911 (1995). The three councilors did not treat Mr. Yung as an individual but treated him as a member of a racial and gender group.

We are not aware of any studies considering whether the City has discriminated in the past in making appointments to the Planning Commission or even more broadly in its other programs. If that is the case, the Council’s action last December, did not remediate past racial and gender discrimination, it introduced it. As the Supreme Court has stated, “[t]he way to stop discrimination on the basis of race is to stop discriminating on the basis of race.” *Parents Involved in Community Schools v. Seattle School District, No. 1* 551 U.S. 701, 748 (2007). It is time for the Council to stop and to remediate this specific act of discrimination.

Even assuming diversity was the Council’s motivation, Councilor Hansen told the Council that the subcommittee considered seven applicants for the Commission openings. One did not show for the interview. They brought forward two females and one male for appointment. Hansen noted that the other applicants not brought forward would have added nothing to Commission diversity. Bringing this important fact to light, made no difference to the Council.

The Council moved significantly toward bringing more gender diversity to the Planning Commission, yet declined to appoint Mr. Yung with the appointment of two females to the Commission. The Commission is now at gender parity.

With no other candidate before the Councilors, declined to appoint Mr. Yung was not for diversity reasons. They declined to appoint him because he was a White male.

We have reviewed Mr. Yung's work history from information disclosed in his application pursuant to a public records request. He spent 10 years in the financial industry. He then went on to start a small family-owned business in general contracting and is currently specializing in one unit at a time single-family (SFR) homes and alternative dwelling units (ADU) focused in the downtown area. This background provides Mr. Yung with being well-versed in not only what it takes to implement a project but also how important the financial considerations are to the success of a project.

Working hands on with the construction of a remodel or building an ADU unit is not the same as being "directly connected to the building industry". Over the years, the Council, including Ogle, Stober, and Paulson, have appointed Planning Commissioners connected with the mega-development industry. Given this history, it is impossible to reconcile the rejection of Mr. Yung's appointment because he is a home-remodeler.

Yet Mr. Yung, who only does remodels, ADU's and single-unit, SFR's is not a large developer.

Working hands-on with the construction of a remodel or building an ADU unit is not the same as being "directly connected to the building industry".

Is it really a good idea to have the Planning Commission composed of people who have no experience in private sector building?

The only reasonable inference to draw from the action of Stober, Ogle, and Paulson is that declining to appoint him because he was connected to the building industry is nothing more than a pretext.

Yes, the community has asked for diversity on Commission and Boards. With the Public electing Kim Harless and Diana Perez to the City Council the residents have taken a step forward to broaden the makeup of the council. By appointing two women to the Planning Commission there will be an added breadth of voices. The Council itself now has a female majority. With respect to gender, diversity has been achieved on the Council and Planning Commission.

Is there a necessity to have a complete reset of the Planning Commission, eliminating any background, skills and knowledge of development, land use, transportation, housing, and park and open space?

Glen Yung brings diversity to the Commission. He has a multi-cultural family. His wife is Chinese and Vietnamese. Four of their children are bi-racial and their oldest was adopted, after being foster parents for many years. Four languages are spoken in the home. Glen Yung would bring a connection to the Asian Community, often overlooked and also under-represented.

Glen Yung is very qualified to represent residents of Vancouver on the Planning Commission. It is unfortunate that there was no true conversation about this appointment. The public shared initial comments and then there was Council discussion with no feedback from the public.

Having Council members Fox and Hansen recognize and address the strengths that Glen Yung would bring to the Planning Commission was reflective of their sense of fairness and integrity, while understanding the need for diverse members.

Hopefully, with two new members, the Council will reconsider the appointment of Glen Yung in lieu of proceeding with this complaint and appointing Mr. Yung. Failing that, the only other alternative is to examine the motives of the Councilors in declining to appoint Mr. Yung.

We are aware of comments from Ogle that “she didn’t discriminate”. By not even distancing herself from Glover’s racially discriminatory comments and then voting to decline to appoint Yung, she certainly did discriminate against him. Stober and Paulson discriminated as well.

There is another unspoken explanation for the decision to remand Yung’s appointment. Mr. Yung has spoken out and asked questions at City Council meetings in a way the councilors may not like. Yung’s questions are informed, pertinent, respectful, and appropriate. Perhaps the Council resented his attempts to hold the city government accountable to its citizens.

The Council has taken over six months to appoint Mr. Yung or to not appoint him. This delay is arbitrary and totally inappropriate. This is another example of the adage “you can’t fight City Hall”. All we can do is point out the stated racial motivation, inaccurate statements about the nature of Mr. Yung’s business, and inconsistent council actions. We can appeal to the individual councilors’ sense of fairness and ask you to do the right thing.

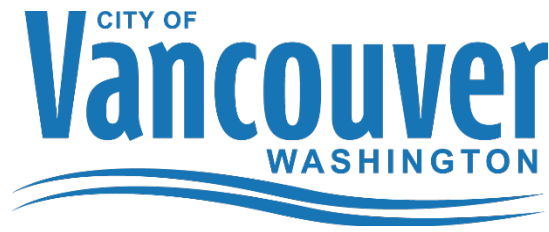
The City needs to be working constructively on the serious consequences and the changes and challenges of land use, housing, transportation, and the budget. This appointment process has taken the City a step backwards and is a poor reflection of the decision making necessary to bring residents together.

For the forgoing reasons we request that the Council (1) acknowledges the importance of its role in the Community to monitor and support its goals pertaining to discrimination and the inappropriateness of remanding an appointment based on race; (2) continues to educate councilmembers on racial discrimination under the direction of the Director of Diversity, Equity, and Inclusion, Alicia Sojourner; and (3) proceeds to appoint Glen Yung to the Planning Commission.

Respectfully.

Teresa Hardy
Resident of the City of Vancouver

Audra Houston
Resident of the City of Vancouver



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www.cityofvancouver.us

MEMORANDUM

DATE: August 25, 2022
TO: City Councilmembers Hansen, Fox, Perez, and Harless
CC: Mayor McEnerny-Ogle; Mayor Pro Tem Stober; Councilmember Paulsen
FROM: Jonathan Young, City Attorney
RE: Ethics Complaint regarding Mayor McEnerny-Ogle; Mayor Pro Tem Stober; and Councilmember Paulsen

REPORT AND RECOMMENDATIONS

On August 7, 2022, the City of Vancouver received a complaint under [City Council Policy 100-36](#), the City Council's Code of Ethics and Conduct. The complaint is explicitly lodged against three current members of the Vancouver City Council: Mayor McEnerny-Ogle, Mayor Pro Tem Stober, and Councilmember Paulsen. Pursuant to City Council Policy 100-36, Section 9.0, the City Attorney's Office promptly conducted a review of the complaint and hereby issues its written report and recommendations to the remaining members of the Vancouver City Council for formal review and consideration. For the reasons outlined below, even if true, the allegations contained within the complaint would be legally insufficient to constitute a violation of City Council Policy 100-36 Code of Ethics & Conduct.

I. Overview

The matter presented for review stems from official actions taken during a regular meeting of the Vancouver City Council. The meeting in question was held on December 20, 2021, and the specific conduct at issue involves the City Council's consideration of [Agenda Item #11](#). That item contained three proposed appointments to the Vancouver Planning Commission. ([CVTV](#) at 21 min. 10 sec.) Item #11 was pulled for discussion by former Mayor Pro Tem, Linda Glover. Following a few brief comments, Mayor Pro Tem Glover stated that the first of the three proposed appointments was for "... someone who very much reflects the current composition of the Planning Commission, a white male directly connected to the building industry.

Tonight, we have the opportunity to be bold and make a decision to bring ^[FN1] diversity to this important commission.” (Complaint, p.1.) Mayor Pro Tem Glover then made the following motion:

“I move to remand the appointment of Glen Yung back to the subcommittee to review the full pool of applicants for consideration.”

Mayor McEnerny-Ogle called for a second, which was provided by former Councilmember Laurie Lebowsky; the motion ultimately passed by a vote of 5-2 with Councilmembers Hansen and Fox voting ‘No.’ ^{FN2}

II. Parties

This complaint was submitted by residents Teresa Hardy and Audra Houston. By its own terms, there are three subjects of this complaint:

“The complaint is against Mayor McEnerny-Ogle, and current Councilmembers Stober and Pauls[e]n for their conduct ... in remanding Glen Yung’s recommended Planning Commission appointment.”

(Complaint, p.1.)

The complaint also asserts that the City Charter was violated by former Mayor Pro Tem Glover and former Councilmember Lebowsky – both of whom voted in favor of remanding Glen Yung’s appointment – but notes that, “since they are no longer on the Council, it is unclear what jurisdiction the current Council has over them.” As the Complainants have chosen not to name Ms. Glover and Ms. Lebowsky as subjects of this complaint, neither Ms. Glover nor Ms. Lebowsky have been afforded notice of these allegations. Therefore, the question of this Council’s authority to take remedial action against former City Councilmembers is beyond the purview this report. ^{FN3}

^{FN1} Accuracy: The quote attributed to Mayor Pro Tem Glover within the complaint, as compared to the video maintained on CVTV, appears to omit the word “more” at this location. However, for the reasons discussed in Section IV.A., Legal Standard of Review, at this stage of the proceedings, it is recommended that City Council confine its review to the allegations as framed in the complaint, and refrain from review or consideration of any evidence (such as the CVTV video or a transcript) that might have a bearing on the truth of those allegations.

^{FN2} Official minutes of the December 20, 2021 meeting of the Vancouver City Council, pp. 14-15.

^{FN3} City Council Composition: Neither Linda Glover, nor Laurie Lebowsky, sought reelection in the 2021 general election. The City Council seats previously held by Mayor Pro Tem Glover and Councilmember Lebowsky are now held by Councilmembers Diana Perez and Kim Harless (respectively). At the first regular meeting of 2022, a majority of the Vancouver City Council selected Councilmember Stober to serve as the City’s Mayor Pro Tem.

III. Procedure

Upon receipt of an Ethics Complaint, the role of the City Attorney is to promptly review the complaint and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics. When legal review completed, the City Attorney shall report back to the City Council in writing. At City Council's first meeting following receipt of the City Attorney's Report, the remaining members of City Council shall then determine whether the matter should be referred to a Hearings Examiner for investigation (i.e., to determine whether, more probably than not, there is factual truth to the allegation(s) raised within the complaint). (City Council Policy 100-36, Section 9.0.)

IV. Analysis and Discussion

A. Legal Standard of Review.

In reviewing an ethics complaint under City Council Policy 100-36, the role of the City Attorney is functionally identical to that of a court when examining a recall petition. (In both instances, the question presented is whether the allegations, as asserted, if true, would substantiate a violation by an elected official.) As a result, the body of legal caselaw that has developed from judicial review of recall petitions is instructive as to how an allegation of ethical misconduct by a City Councilmember should be evaluated under City Council Policy 100-36.

As explained by the Washington Supreme Court, when evaluating recall petitions, "[c]ourts do not evaluate whether the allegations against an elected official are true or false but, rather, stand as gatekeepers to ensure that elected officials are not subject to recall for frivolous reasons. To that end, courts must determine... whether the allegations are legally and factually sufficient." *In re Recall of Inslee*, 199 Wn.2d 416, 424 (2022). The terms "factually sufficient" and "legal sufficient" are legal terms of art and have specific meanings when used by a court evaluating a recall petition.

An allegation is factually sufficient if the petition gives "a detailed description" of how and when the elected official engaged in unlawful conduct, including the approximate date, location, and the nature of each act that constitutes a violation. *In re Recall of Kelley*, 185 Wn.2d 158, 163-64 (2016). An allegation is legally sufficient if the petitioner identifies the standard, law, or rule that would make the officer's conduct wrongful, improper, or unlawful. *In re Recall of Inslee*, 194 Wn.2d 563, 568 (2019). If there is legal justification for the challenged action, the charge is not legally sufficient. *In re Recall of Inslee*, 199 Wn.2d at 425. "More specifically, recall petitions based on discretionary acts are legally sufficient only if the elected official exercised their discretion in a manifestly unreasonable manner, which may be shown by demonstrating discretion was exercised on untenable grounds or for untenable reasons." *In re Recall of Inslee*, 199 Wn.2d at 425-26.

1. Factual Sufficiency.

Applying the standards above, the City Attorney's Office would advise that this ethics complaint contains one allegation that has a reasonably definite date, location, and place.^{FN4} That factual allegation may be summarized as follows:

At the Vancouver City Council meeting held on December 20, 2021, Mayor Pro Tem Glover characterized one of the Planning Commission candidates as "a white male directly connected to the building industry." Mayor Pro Tem Glover then moved to remand the appointment back to the subcommittee for further review. Rather than object to the Mayor Pro Tem's characterization – which utilized race and gender – Mayor McEnerny-Ogle solicited a second to Mayor Pro Tem Glover's motion. The Mayor and Councilors Stober and Paulsen voted in favor of the motion to remand.

(Complaint, p.1.) While the complainants undoubtedly express broader dissatisfaction with the Planning Commission appointment process within the balance of the four-page complaint, under the standard of review articulated by the Washington Supreme Court, there is insufficient information contained in the remaining pages of the complaint from which to attribute any specific wrongdoing to any particular person on any particular date, time, or place. Therefore, the remaining (more general) expressions of dissatisfaction lack sufficient factual detail to be actionable under the City's ethics complaint process.

2. Standards, Rules or Laws Implicated.

All citizens of the United States enjoy equal protection of the privileges and immunities conferred by the United States Constitution. (*U.S. Const. amend. XIV.*) These 'privileges' include the right to vote (*Miller v. Johnson*, 515 U.S. 900 (1995)) as well as the right to public education (*Parents Involved in Cmty. Sch. v. Seattle Sch. Dist. No. 1*, 551 U.S. 701 (2007)). (Public education being "perhaps the most important function of state and local governments." *Brown v. Bd. of Educ.*, 347 U.S. 483 (1954)). However, neither the right to vote, nor the right to an education, are implicated by Mr. Yung's prospective appointment to the City Planning Commission. Therefore, the complaint's citations to *Miller* and *Parent Involved in Cmty. Sch.* are not adequate to establish a "legally sufficient" complaint under the framework described by the Washington Supreme Court in *Inslee. In re Recall of Inslee*, 199 Wn.2d at 425-26.

Nor can 'legally sufficient' grounds for a City ethics charge be found within Washington state law. Admittedly, Washington voters have codified a specific prohibition on the exercise of preferential treatment in any aspect of public employment or contracting on the basis of race, sex, color, ethnicity, or national origin. (*Initiative I-200*; RCW 49.60.400.)

^{FN4} The legal sufficiency of this allegation is discussed below.

But Washington courts have made clear that RCW 49.60.400 does not act as a complete bar to the consideration of race or gender in some contexts or to the promotion of diversity in public places generally. On the contrary, the Washington Supreme Court has been very explicit: systems that are racially cognizant but do not specifically advantage one racial group to the detriment of another do not implicate the terms “discriminate” or “grant preference” as they are used in RCW 49.60.400. *Parents Involved in Cmty. Schs. v. Seattle Sch. Dist. No. 1*, 149 Wn.2d 660, 686 (2003); (“[R]acially neutral programs designed to foster and promote diversity ... would be permitted by the initiative.”) As our Supreme Court has pointed out, even the ballot statement in favor of I-200 stated that the initiative “does not end all affirmative action programs. It prohibits only those programs that use race or gender to select a less qualified applicant over a more deserving applicant for a public job, contract or admission to a state college or university.” *Parents Involved in Cmty. Schs.*, 149 Wn.2d at 687. Notably, the complaint presently at issue does not contain any legal authority demonstrating that an unpaid position on the City’s Planning Commission is afforded the same protections as “a public job, contract or admission to a state college or university.” Nor has any other applicant been appointed in Mr. Yung’s place as of the date of this report.^{FN5}

However, even more fundamentally, Vancouver City Council Policy 100-36 does not provide a legal mechanism to redress violations of federal, state, or local law (including the City Charter). Rather, Council Policy 100-36 is a mechanism solely through which the Vancouver City Council may address violations of its own ethics policy. Therefore, the only relevant standards, rules or laws implicated within this review are those contained within City Council Policy 100-36 itself. In pertinent part, Policy 100-36 prohibits Councilmembers from:

“...engaging in harassing conduct directed at an individual because of their race, religion, color, national origin, pregnancy, military status, age, gender, sexual orientation, marital status and/or the presence of any physical or mental disability and/or any other status protected by law.”

(Complaint, p.2; City Council Policy 100-36, Section 7.0.)

Therefore, the sole question is whether there is a factually sufficient allegation that, if true, would support a finding that one or more of the subjects this complaint engaged in harassing conduct. “Harassing conduct” is behavior that is demeaning, insulting, offensive or intimidating. (City Council Policy 100-36(B)(1)).

^{FN5} A plaintiff alleging that a government agency violated RCW 49.60.400 by impermissibly relying on race, sex, color, ethnicity, or national origin as a factor in a qualifying decision must put forth evidence from which a trier of fact could conclude that he or she (1) was qualified and applied for a qualifying position, (2) was not selected, and (3) a less-qualified candidate of a different race, sex, color, ethnicity, or national origin was instead selected. *Dumont v. City of Seattle*, 148 Wn.App. 850, 864 (2009).

3. Legal Sufficiency.

In evaluating the question of legal sufficiency, it is relevant to note that *In re Recall of Inslee*, 199 Wn.2d 416 (2022), arose from allegations that an elected official committed malfeasance while engaged in discretionary acts that fell within their official course and scope of duties. (*In re Recall of Inslee* involved allegations arising from the Governor's issuance of emergency orders in response to the COVID-19 pandemic. 199 Wn.2d at 426.) Like the allegations raised within *In re Recall of Inslee*, the allegation lodged against Mayor McEnerny-Ogle, Mayor Pro Tem Stober, and Councilor Paulsen stems from a discretionary act – voting on a motion – and that discretionary act was indisputably carried out while the subjects were actively engaged in official, legislative duties.

The fact that these allegations arise from a discretionary act is significant because it 'raises the bar' by which the legal sufficiency of the allegations must be measured. Under the Washington Supreme Court's guidance, to make a showing of "legally sufficient" allegations involving a discretionary act, there must be allegations that the elected official "exercised their discretion in a manifestly unreasonable manner, which may be shown by demonstrating discretion was exercised on untenable grounds or for untenable reasons." *In re Recall of Inslee*, 199 Wn.2d at 425-26.

In short, to make out an actionable complaint in this case, the City Council would need to be presented with factually adequate allegations (a person, place, date, time and act) from which to conclude that, if true, one or more members of the City Council engaged in harassing conduct directed at an individual because of their race, gender or other protected status. Against this standard, the complaint fails.

While the complaint clearly articulates concerns with comments made by former Mayor Pro Tem Glover when making her motion to remand Glen Yung's appointment, the complaint is altogether silent as to any specific words, actions, or conduct, by any of the three subjects of this complaint that might tend to shed light on *their* grounds or reasons for supporting the motion, much less, from which one might reasonably infer that McEnerny-Ogle, Stober, or Paulsen engaged in harassing conduct. As a result, it is the advice of the Vancouver City Attorney's Office that the allegations contained within the complaint contain inadequate legal sufficiency to warrant further investigation.

B. Matters beyond the scope of this ethics complaint.

As a final matter, it warrants reiterating that several points are beyond the scope of the review this Council is being asked to undertake on September 12, 2022. Under the legal framework established by the courts, and under City Council Policy 100-36, the following points

have no bearing on the question presently before the City Council and should not be considered at this stage:

1. Alleged violations by former members of City Council.

As referenced above, the complainants have chosen to name only current City Councilmembers as subjects of this complaint, recognizing that “it is unclear what jurisdiction the current Council has over [former Councilmembers Glover and Lebowsky].” Therefore, formal review of any actions by former Mayor Pro Tem Glover, or former City Councilmember Lebowsky, are beyond this scope of this report.

2. Alleged violations of City Charter.

By its own terms, City Council Policy 100-36 is the mechanism for reviewing violations of the City Council Code of Ethics and Conduct. City Council Policy 100-36 is not the legal mechanism through which violations of City Charter are reviewed or addressed. Therefore, any alleged violations of City Charter are beyond the scope of this report.

3. Planning Commission Appointment Process after December 20, 2021.

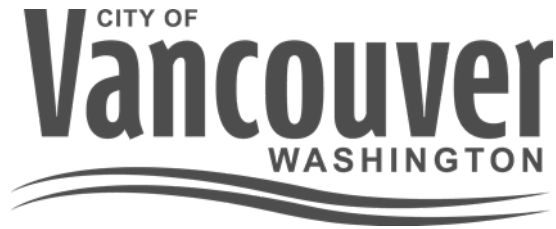
As noted within this complaint, as of the date of this report there has not been an appointment to the Planning Commission vacancy to which Mr. Yung applied. This is not to suggest that the City has not made considerable progress in its efforts to refine its recruitment process to City boards and commissions. (For instance, on [June 6, 2022](#), the City Council revised [City Council Policy 100-06](#) governing appointments to City boards and commissions. Among other changes, the City Council clarified that, in seeking to advance diversity, equity, and inclusion (DEI), it would seek candidates who demonstrate specific contributive potential – regardless of any applicant’s race, gender or other protected status.) However, these changes are attributable to the legislative action of the City Council as a whole and are beyond the scope of this ethics review.

4. The words actually spoken on the video or transcript of the December 20, 2021, City Council Meeting.

Finally, though it is perhaps counter-intuitive, it warrants reiterating that extraneous review of the video or transcript of the December 20, 2021 City Council meeting is not desirable at this stage of this ethics review. At this stage of the review, the question presented is only whether the allegations found within the complaint, “if true,” would substantiate a violation of City Council Policy 100-36. (For the reasons set forth above, they would not.)

C. Conclusion and Recommendation

The Vancouver City Attorney's Office conducted a review of the August 7, 2022 ethics complaint regarding the conduct of Mayor McEnerny-Ogle, Mayor Pro Tem Stober, and Councilmember Paulsen. For the reasons set forth above, the City Attorney's legal review has determined that, even if true, the allegations contained within the complaint would be legally insufficient to constitute a violation of City Council Policy 100-36 Code of Ethics & Conduct. Therefore, the City Attorney recommends that this matter be dismissed without further action. The allegations presented should not be referred to a Hearings Examiner for further investigation.



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject	Number 100-36	Rev. C	Effective Date 12/13/21	Page 1 of 9
City Council Code of Ethics and Conduct	Supersedes 7/18/11	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
 City Council Resolution M-4157, December 13, 2021

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 community members 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 their 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 their 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 off 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 their firm is the successful contract bidder, they will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use their 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 their office or position to secure personal benefit, gain or profit, or use their position to secure special privileges or exceptions for themselves, 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 their 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 Harassment Prevention

A. Policy: harassment prohibited.

The City of Vancouver is committed to providing a diverse work environment free from discrimination and harassment where all people are treated, and are expected to treat others, with dignity and respect. The City does not condone or tolerate discriminatory, harassing, retaliatory, intimidating, offensive, or disrespectful conduct. Councilmembers have a responsibility to assist in this commitment by modeling appropriate conduct, and refraining from engaging in harassing conduct directed at an individual because of their race, religion, color, national origin, pregnancy, military status, age, gender, sexual orientation, marital status and/or the presence of any physical or mental disability and/or any other status protected by law. Such harassing conduct is strictly prohibited. Any conduct which may be construed as retaliation against an individual because they made a complaint of harassment is also strictly prohibited.

B. Definitions and Guidelines.

1. "Harassing Conduct." As a general rule, harassing conduct includes behavior that is demeaning, insulting, offensive or intimidating. It can include verbal conduct such as unwanted sexual or racist comments; non-verbal behavior such as suggestive looks; and physical behavior such as pats, squeezes or brushing against someone's body. The conduct will be considered harassing and a violation of this policy if it is offensive or unwelcome, even if the conduct was not intended to be harassing.

Harassing conduct can take many forms. It can include:

- Demeaning, insulting, intimidating, or sexually suggestive written, recorded or electronically transmitted messages;
- Using demeaning or inappropriate names or labels that others find offensive;
- Making vulgar comments, using profane language, using indecent gestures or discussing sexual activities;
- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- Verbal abuse of any kind;
- The display of demeaning, insulting or sexually suggestive objects or pictures, including nude photographs;
- Blaming victims of harassment for causing the problem; or
- Continuing offensive behaviors after one has objected to that behavior.

2. “Retaliation.” Retaliation is any action taken to punish an individual for making a complaint of harassment or to obtain revenge for making the complaint is retaliation, even if the complaint is unfounded.

Examples of retaliatory conduct include any of the following when made for making a complaint of harassing conduct:

- Harassing or intimidating an individual in any way;
- Making or encouraging unjustified disciplinary action;
- Directly or indirectly encouraging others to retaliate against an individual who has made a complaint of harassment; or
- Making or encouraging any action which is detrimental to the employee’s job such as a demotion, a poor performance evaluation, or making it difficult for the employee to perform job duties.

This Policy applies equally to all Council members regardless of whether they are working inside City Hall or within the community.

8.0 Impermissible Conduct After Leaving City Office

A. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for their personal gain or that of any other person any privileged, confidential, or proprietary information gained because of their 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.

9.0 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.

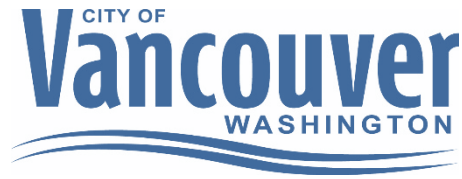
Within 5 (five) business days thereafter, the City Manager shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter 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 their 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



DATE: September 3, 2022

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager
Jeff Mori, Police Chief
Jonathan Young, City Attorney
Natasha Ramras, Chief Financial Officer
Patrick Gilbride, Information technology Director

RE: Police Camera Program Update

Background

The City of Vancouver decided to start a police camera program in the fall of 2020, with the City Council appropriating resources to support this with the 2021-22 budget.

Since then, the City has:

- Developed, negotiated and, in the fall of 2021, ratified a camera policy with the Police Officers Guild and Police Command Guild.
- Launched a procurement process designed to assure a transparent, inclusive and exhaustive process for considering camera platforms.
 - The testing and evaluation phase with the first preferred vendor in the fall of 2021 proved that platform did not meet the City's needs.
 - A fresh selection process was commenced in the spring of 2022, yielding a preferred vendor that meets the City's program needs.
 - Established an evaluation team comprised of personnel from Information Technology, Police Records, City Law, VPD Patrol and Office of the Chief, and members of the community.
- Worked with its congressional delegation to secure a federal \$1.5 million earmark to support program launch, to be delivered as a federal grant by way of the US Department of Justice (DOJ).
- Commenced negotiations of contract terms with the preferred camera vendor.
- Engaged with DOJ on the terms of the grant agreement to receive the \$1.5 m earmark.
- Began IT network infrastructure design and investments (precinct improvements, etc.) to support camera program implementation once cameras are delivered.
- Included the community in each stage, including policy and program development via the Community Task Force on Policing, and embedding community members on the procurement and vendor selection committee.

Current Status

We continue to work with both the preferred vendor on terms of the procurement contract and with the US Department of Justice on grant terms. As Council may recall, the City was – with the support of our congressional delegation - awarded a \$1.5 million “earmark” to support the launch of our camera program. While these funds were congressionally earmarked, they are being delivered to the City via a Department of Justice grant program, which requires compliance with program parameters. To assure such compliance, city council will need to take action on the final grant agreement *before* awarding the contract to the vendor. In a manner that satisfies the full range of interests and obligations, we are negotiating both the final grant agreement with DOJ and contract terms with the preferred vendor.

Opportunities

In addition to the City’s procurement of a new, state-of-the-art camera system, Staff have identified an opportunity to leverage its procurement of cameras from Axon to secure upgraded conducted energy devices (Tasers) at a greatly reduced price. If approved, the upgraded Taser X7 would enhance both community safety as well as police transparency by (1) providing a means for hands-free remote activation of police body cameras, (2) providing officers with increased functionality over the current Taser X26, thereby increasing the likelihood that officers can resolve violent encounters without the need for more severe modalities of force. VPD currently uses the Axon produced taser, and was anticipating a need to upgrade regardless of this contract. The opportunity would allow the City to do so in a more cost effective manner.

Next Steps

Both the final grant agreement and the camera contract award are anticipated to be on the October 3 Council agenda for approval. At that time, City Council will also be asked to authorize the procurement of Taser X7 units as a sole source from Axon.

Given the timing and nature of our engagement with DOJ, it is likely that at least some final materials for this item will be delivered to Council on September 30 (last day of the federal fiscal year) or walked on the evening of Monday October 3.

In recognition of the global supply chain challenges, staff has been working with the vendor in anticipation of a contract award to plan for ordering hardware in support of the soonest deployment of cameras as possible. Though many of these supply chain variables are out of the City’s and vendor’s control, we remain committed to the swiftest responsible implementation of the full camera program at VPD to support transparency, accountability and safety in our community.

I would like to offer special gratitude to Katherine Nye, IT Technical Services Manager, for the leadership, time and expertise she has brought to delivering a camera program for VPD. Her expertise and experience has been invaluable as the City moves toward establishing a new, complex and sophisticated technology platform that will serve our community for years to come.