

CITY COUNCIL MEETING MINUTES

Vancouver City Hall – Council Chambers – 415 W. 6th Street
PO Box 1995 – Vancouver, Washington 98668-1995

www.cityofvancouver.us

Anne McEnerny-Ogle, Mayor

Bart Hansen • Bill Turlay • Alishia Topper • Ty Stober • Linda Glover • Laurie Lebowsky

July 2, 2018

WORKSHOPS

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

4:00-4:30 p.m. Sadri Mill Plain Development Agreement Rescission Request

Presenter: Bryan Snodgrass, Principal Planner, 487-7946

Council met with Bryan Snodgrass, Principal Planner.

Summary

Staff provided Council with an overview of a request to rescind the 2008 development agreement in place pertaining to five contiguous properties on the north side of Mill Plain Boulevard at 148th Avenue.

4:30-5:00 p.m. Proposed Amendments to the City's Shoreline Master Chapters 4, 6, and 8

Presenter: Rebecca Kennedy, Long Range Planning Manager, 487-7896; Jennifer Campos, Principal Planner, 487-7728; Mark Person, Senior Planner, 487-7885

Council met with Rebecca Kennedy, Long Range Planning Manager, Jennifer Campos, Principal Planner, and Mark Person, Senior Planner.

Summary

Staff provided Council with an overview of proposed amendments to the City's Shoreline Management Program to provide compliance with state regulations and further clarification within the City's regulations.

5:00-6:00 p.m. The Heights Subarea Planning Update

Presenters: Rebecca Kennedy, Long Range Planning Manager, 487-7896; Teresa Brum, Economic Development Division Manager, 487-7949

Council met with Rebecca Kennedy, Long Range Planning Manager, and Teresa Brum, Economic Development Division Manager.

Summary

Staff provided Council with an update on The Heights District planning process, including an overview of project goals, timeline and deliverables an update on visioning and public outreach and preliminary market analysis; and next steps.

6:00-6:30 p.m. Executive Session re: Labor Negotiations Strategy

Mayor McEnerny-Ogle announced the Council would be entering Executive Session from 6:00-6:30 p.m. to discuss Labor Negotiations Strategy.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

Birch Conference Room – 6:30-7:00 p.m.

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 7 p.m. by Mayor Anne McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Glover, Stober, Topper, Turlay, Hansen, Mayor McEnerny-Ogle

Absent: Councilmember Lebowsky

Motion by Councilmember Glover, seconded by Councilmember Topper, and carried unanimously to excuse Councilmember Lebowsky.

Approval of Minutes

Minutes – June 11, 2018

Motion by Councilmember Glover, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of June 11, 2018.

Minutes – June 18, 2018

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve the meeting minutes of June 18, 2018. Councilmembers Topper abstained.

Citizen Communication (Items 1-6)

Councilmember Hansen requested to add a walk-on item under the Consent Agenda to appoint Richard Krippaehne to the City Center Redevelopment Authority (CCRA). Council consented to adding the appointment as Item 6 under the Consent Agenda.

Mayor McEnerny-Ogle opened Citizen Communication on the Consent Agenda and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-6)

Motion by Councilmember Stober, seconded by Councilmember Turlay, and carried unanimously to approve Items 1-6 of the Consent Agenda.

- 1. Professional services agreements (PSAs) for on-call transportation engineering planning and design services**
Staff Report 099-18

Summary

The City's Streets and Transportation division of Public Works has numerous projects identified in its six-year Transportation and timing with several of these projects being either large enough or containing elements specialized in nature that require design assistance to supplement current engineering staff.

As a result, the City issued RFQu 14-18 for on-call transportation engineering planning and design services in April 2018 and received nine responses in May 2018. Anticipated projects will likely come with a variety of funding sources including local, state, and federal funds, so the contracts will allow the use of these services on projects with any type of funding. Anticipated projects are the annual Neighborhood Traffic Safety projects, Community Development Block Grant (CDBG) projects, Pavement

Management projects (surface seals, overlays and associated curb ramp improvements), Multi-modal and Safety projects, Sidewalk Management Program projects, planning level designs, and other civil design project work as needed.

Per the Washington State Department of Transportation (WSDOT) Local Programs office, in order to utilize this contract for engineering services on federally funded projects, all proposing firms that are responsive and meet the minimum qualifications must be selected. Otherwise, these services could only be used on locally funded projects. All proposing firms were responsive and meet the minimum qualifications, so all nine consulting firms were selected for on-call professional services contracts. Streets and Transportation staff proposes to execute each contract for four years with an optional one-year extension (up to 5 years total).

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.

Request: Authorize the City Manager or his designee to execute Professional Service Agreements in an amount not to exceed \$500,000 each with Akana, Berger ABAM, HDR Engineering, Inc., Harper Houf Peterson Righellis Inc., MacKay Sposito, MurraySmith, PBS Engineering and Environmental Inc., Otak Inc., and Wallis Engineering, PLLC. for transportation engineering planning and design services on an as-needed basis for four years with an optional one year extension. Council authorizes the City Manager to amend the contracts as needed and to amend the value up to 10% of the not-to-exceed value stated here-in.

Ryan Miles, Operations Superintendent, 487-7708

Motion approved the request.

2. REACH Isabella Court Phase 2 Affordable Housing Fund Contract Staff Report 100-18

Summary

The City of Vancouver allocated \$4.4 million from the 2017 Affordable Housing Fund (AHF) for construction and preservation of housing serving households earning up to 50% of area median income (AMI). The review committee and City staff have recommended an award of \$737,550 to REACH Community Development for construction of Isabella Court Phase 2. The project consists of 49 units of rental housing located at 3020 NE 62nd Avenue in Vancouver. The project will include 34 one-bedroom and 15 two-bedroom apartments as well as a community room, day rooms, social services office, indoor children's play area, playground, courtyard, community gardens and parking. Thirty-seven units will be targeted to formerly homeless households with incomes at or below 30% AMI and the remaining 12 units will be restricted to households at or below 50% AMI. Affordable Housing Funds will be used for construction costs.

Request: Authorize the City Manager or designee to sign a contract with REACH Community Development, Inc. providing Affordable Housing Funds for construction of Isabella Court Phase 2.

Danell Norby, Community Development Coordinator, 487-7953

Motion approved the request.

3. AFSCME Collective Bargaining Agreement

Staff Report 101-18

Summary

The labor agreement between the City and the AFSCME Local 307VC bargaining unit expired on December 31, 2017. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The labor

Request: Authorize the City Manager or his designee to sign the 2018-2020 Collective Bargaining Agreement with AFSCME Local 307VC.

Lenda Crawford, Deputy City Manager, 487-8500

Motion approved the request.

4. Appointment to the Urban Forestry Commission

Request: Appoint Clifton Barnes and reappoint Susan Sanders to the Urban Forestry Commission, terms beginning immediately and expiring June 30, 2022.

Council Committee 1 (Hansen, Stober, Glover)

Motion approved the request.

5. Approval of Claim Vouchers

Request: Approve claim vouchers for July 2, 2018.

(Copy available upon request.)

Motion approved claim vouchers for July 2, 2018, in the amount of \$5,447,064.07.

6. WALK-ON: Appointment to the City Center Redevelopment (CCRA) Authority Board

Motion appointed Richard Krippaehne to the CCRA Board of Directors, term beginning immediately and expiring December 31, 2021.

Council Committee 1 (Hansen, Stober, Glover)

Public Hearings (Item 7)

7. 5th Plain Creek Station Annexation

Staff Report 098-18

Rebecca Kennedy, Long Range Planning Manager, and Bryan Monroe, Associate Planner, provided staff comments. Bryan Snodgrass, Principal Planner, was available to respond to Council questions as well.

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

AN ORDINANCE relating to the approval of the 5th Plain Creek Station annexation pursuant to RCW 35.13.150; establishing the geographic extent, confirming the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the annexation.

Summary

The proposed annexation area is located within Vancouver's urban growth boundary, and is contiguous to the City of Vancouver along the northern border on Fourth Plain Boulevard generally between Ward Road and NE 156th Avenue. This annexation request contains one parcel of approximately 33.69 acres and also includes the 152nd Avenue right-of-way abutting the site to the west. The applicant proposed to change the Comprehensive Plan and zoning designations for the site.

Council first met with the applicant on January 8, 2018, and passed Resolution M-3957 to proceed. The applicant then applied to change the site Comprehensive Plan and zoning designation with an associated development agreement through the Planning Commission. The Planning Commission recommended approval to City Council through a public hearing held on March 13, 2018. City Council approved the Comp Plan / zone change Ordinance M-4231 on May 21, 2018.

Request: On Monday June 25, 2018, approve ordinance on first reading, setting date of second reading and public hearing for Monday July 2, 2018.

Rebecca Kennedy, Long Range Planning Manager, 487-7896; Bryan Monroe, Associate Planner, 487-7958

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

- Inna Kulik, Vancouver, expressed concerns about safety if 154th Avenue was opened up to travel through the proposed development, as outlined in the draft site plan.
- Elnora Grant, Vancouver, expressed concerns about safety if 154th Avenue was opened up to travel through the proposed development, as outlined in the draft site plan, especially given how much traffic travels along Fourth Plain Boulevard just south of the site.
- Dawn Olney, Vancouver, agreed with the safety concerns expressed and noted that the density of the area would greatly increase if the site is developed as outlined in the draft site plan. She expressed concerns that the increased traffic would cause unsafe conditions for the neighbors and also potentially for emergency vehicles trying to access the area.

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

City Manager Eric Holmes provided context for the item and noted that there are two components related to this action: the first was the approval of a change to the Comprehensive Plan/Zoning Designation, which Council acted on in May; the second subsequent step is the annexation under consideration at this meeting. He explained that any development of the site and the details of such development would be subject to the City's Development Review Process, and noted that neighbors' concerns about the specifics of the development would best be addressed under that process.

Ms. Kennedy provided an overview of the proposed annexation and reiterated that the action before Council at this meeting only pertains to the annexation of the site into Vancouver.

Mr. Monroe provided information about the details of the proposed annexation.

Mayor McEnerny-Ogle asked what the tentative timeline is for when a conceptual site plan would be available for the existing property owners neighboring the site. Mr. Monroe explained that the applicant had not yet submitted a site plan for development review, but in the event that happens in the future, neighbors within 500 feet of the site would be notified at the point the site would be evaluated for subdivision. Notice would also be physically posted at the site. The same notice would be provided when potential commercial sites are evaluated. Mr. Monroe confirmed there would be opportunity for additional public comment regarding the specifics of the development plan and potential impact on surrounding neighborhoods.

Motion by Councilmember Stober, seconded by Councilmember Topper, and carried unanimously to approve Ordinance M-4236.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

a. Youth Opportunity Pass Update

Julie Hannon, Parks & Recreation Director, updated Council on the usage of the Youth Opportunity Pass at the City's recreation centers over the past year.

Adjournment

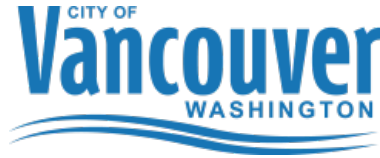
7:25 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

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Anne McEnerny-Ogle, Mayor

Bart Hansen • Bill Turlay • Alishia Topper • Ty Stober • Linda Glover • Laurie Lebowsky

June 25, 2018

WORKSHOPS

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

4:30-5:00 p.m. Council for the Homeless Update: Homeless Action Plan

Presenter: Kate Budd, Executive Director, Council for the Homeless

Council met with Kate Budd, Executive Director for Council for the Homeless.

Summary

Council for the Homeless staff provided Council with an overview of the agency's Homeless Action Plan update.

5:00-6:00 p.m. Vancouver Police Department Update

Presenter: James McElvain, Vancouver Police Chief, 487-7473

Council met with James McElvain, Vancouver Police Chief.

Summary

Vancouver Police Chief James McElvain provided Council with an update on the department initiatives, activities, staff resources and current and future needs.

Councilmember Lebowsky arrived at 5:58 p.m.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

Birch Conference Room – 6:00-6:30 p.m.

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

The consent meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor Anne McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Lebowsky, Glover, Stober, Topper, Turlay, Hansen, Mayor McEnerny-Ogle

Absent: None

Citizen Communication (Items 1-9)

Mayor McEnerny-Ogle opened Citizen Communication on the Consent Agenda and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-9)

Motion by Councilmember Stober, seconded by Councilmember Topper, and carried unanimously to approve Items 1-9 of the Consent Agenda.

1. Adoption of the biennial report of the Telecommunications Commission regarding cable television franchise compliance by cable television operator Qwest Broadband Services, Inc. d/b/a CenturyLink

Staff Report 092-18

A RESOLUTION adopting the City/County Telecommunications Commission ("Commission") Biennial Report regarding cable television franchise compliance by the cable operator Qwest Broadband Services, Inc. d/b/a CenturyLink ("CenturyLink").

Summary

The City/County Telecommunications Commission ("Commission") has prepared progress reports regarding franchise compliance by the cable television operators beginning with completion of the first year of the franchise term, January 1983. This is the first Biennial Report since a 5-year franchise agreement with CenturyLink was adopted in January 2016. The reports have been forwarded to the legislative bodies of the Vancouver City Council and the Clark County Council.

As noted in the attached Resolution, the Cable Communications Policy Act of 1984 (the "Act"), which was amended in 1992 and currently in effect, requires that franchising authorities provide written notice of any franchise deficiencies and that the cable operators be given the opportunity to correct any violations, if such factors are to be considered during the franchise renewal process.

The Progress Reports prepared by the Commission clearly meet and exceed the requirements of the Act. Legal counsel advises staff, however, that the legislative bodies of the franchising authorities should take affirmative action in adopting the reports for the reviews to be binding on the cable operator at the time of renewal.

As of the date of the Biennial Progress Report, the Commission finds CenturyLink in full compliance with the terms and conditions of the franchise. The City/County Cable Television Office only fielded two complaints regarding CenturyLink's service in 2016-2017. CenturyLink reports a total of 276 cable TV subscribers in Vancouver and Clark County. Because of competitive pressure and rising programming costs, CenturyLink has ceased actively marketing their Prism cable TV service in Vancouver and Clark County.

Request: Adopt a resolution approving, ratifying, and affirming the biennial report of the Telecommunications Commission (January 2016-December 2017).

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606; Jim Demmon, Video Services Manager, 487-8706

Motion approved the request (Resolution M-3970).

2. Designation of TV ETC and CVTV respectively as the education and government service providers on the Comcast and CenturyLink cable systems
Staff Report 093-18

A RESOLUTION relating to cable television and to the designation of The Vancouver Educational Telecommunications Consortium ("TV ETC") as the educational access provider on the Comcast cable system for Vancouver and Clark County.

A RESOLUTION relating to cable television and to the designation of Clark Vancouver Television ("CVTV") as the government access provider on the Comcast and CenturyLink cable systems for Vancouver and Clark County.

Summary

The City and County have a cable television franchise agreement with Comcast of Washington, V LLC that was effective on July 1, 2013, and a cable franchise agreement with Qwest Broadband Services, Inc. dba CenturyLink that was effective on January 22, 2016. Under the terms of those agreements, Comcast and CenturyLink provide channels for Public, Education and Government (PEG) programming, and it is the responsibility of the City and County to designated authorized entities to provide programming on those channels.

Organizations that are designated as access providers have authorization to broadcast programs over assigned channels on the Comcast and CenturyLink cable systems. They are also able to apply for annual PEG grants, administered by the City, for equipment and other capital expenses associated with producing and broadcasting programming.

TV ETC is a consortium of K-20 educational institutions operated by Educational Service District 112 and is the current educational access provider for Vancouver and Clark County. CVTV, operated by the City/County Cable Television Office, is the current government access provider for Vancouver and Clark County.

The City/County Telecommunications Commission ("Commission") recommends organizations to serve as access providers to the City Council, per VMC 5.19.320(7). The Commission met on June 6, 2018, to review designation applications and annual reports and to receive presentations from the applicants. Based on their review, the Commission is recommending re-designation of TV ETC and CVTV, respectively, as the education and government access providers for Vancouver and Clark County.

Request: Adopt resolutions approving The Vancouver Educational Telecommunications Consortium (TV ETC) as the designated educational access provider and Clark Vancouver Television (CVTV) as the designated government access provider for Vancouver and Clark County on the Comcast and CenturyLink cable systems.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

Motion approved the request (Resolutions M-3971 and M-3972, respectively).

3. Acceptance of Donation of the Sculpture Garden Art Collection

Staff Report 094-18

A RESOLUTION accepting a donation of four works of public art, referred to as the Sculpture Garden Collection (Collection) from the Community Foundation for Southwest Washington (Foundation) to be used for public display in downtown Vancouver, WA.

Summary

The City, Foundation and FVRL have agreed to relocate the four-piece Sculpture Garden Collection, currently located at 805 Broadway, to the grounds of the Community Library at 901 C Street where it will be more accessible to the public. The City will be responsible for relocating the art and will continue to be responsible for its maintenance.

In 1997, the Sculpture Garden on Broadway was officially designated by the City. Community leader Mary Granger and the Granger Family, working through the Community Foundation, donated four pieces of art for the garden. While the City has been maintaining and insuring the art since 1997, the donation of the collection to the City was never documented. As part of the process of relocating the artwork to the

Community Library property, the Council is being asked to adopt a resolution accepting the donation of the collection and indemnifying the Foundation and FVRL against any claims and liability resulting from the collection being located at the library.

Request: Adopt a resolution accepting the donation of the Sculpture Garden Art Collection from the Community Foundation for Southwest Washington.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

Motion approved the request (Resolution M-3973).

4. Approval of Benefits Broker Contract

Staff Report 095-18

Summary

The contract is with a benefits broker, which provides the City with guidance related to health care and other insurance benefit decisions. The City conducted a competitive Request for Proposals (RFP) process to select its new benefits broker. Four responsive proposals were received. All four vendors were invited for interviews. These vendors were then interviewed by a panel comprised of staff from the City Manager's Office, Human Resources, Finance, Law and a representative from the Vancouver Housing Authority. Human Resources and Law staff then conducted reference checks on the top vendor. Davidson Benefits Planning was recommended as the preferred Agent of Record/Benefits Broker.

Request: Authorize the City Manager or his designee to sign a Professional Services Agreement for Agent of Record/Benefits Broker services with Davidson Benefits Planning for July 1, 2018, through June 30, 2021, with the option to renew at the discretion of the City for up to two (2) additional years, for an amount not to exceed \$500,000 over the next 5 years.

Debby Watts, Benefits Administrator, 487-8401; Debra Quinn, Assistant City Attorney, 487-8500

Motion approved the request.

5. First Amendment to Lease Agreement, Lacamas Insurance Inc

Staff Report 096-18

Summary

Lacamas Insurance is currently renting a free-standing structure in the Town Plaza, located at 5403 East Mill Plain Blvd. The City purchased the Town Plaza and assumed Lacamas Insurance's Lease Agreement on June 28, 2017. The lease has a termination date of February 28, 2019, with three consecutive renewal options of three years each upon the tenant providing written notice of its intent to renew six months in advance.

Lacamas Insurance wishes to end its lease on August 1, 2018. In light of the City's future plans to redevelop the Town Plaza property, as well as the costs associated with maintaining the current buildings, the City has an interest in early termination of the lease. The City also has an interest in ensuring the tenant account, including all amounts due under the Lease Agreement, is paid in full prior to termination of the lease. City staff recommends amending the lease term by executing the First Amendment to Lease Agreement, setting lease termination at midnight on July 31, 2018. City staff will not execute the First Amendment to Lease Agreement unless the tenant account is paid in full through July 2018, including all amounts previously billed for rent due under the Lease Agreement, including the base rent and additional rent for operating expenses, and leasehold tax.

Request: Approve the First Amendment to Lease Agreement between City of Vancouver and Lacamas Insurance, Inc. and authorize the City Manager or his designee to execute the First Amendment once Lacamas Insurance pays all amounts due under the Lease Agreement, through July 31, 2018.

Linda Carlson, Property Management Specialist, 487-8423; Sara Baynard-Cooke, Assistant City Attorney, 487-8500

Motion approved the request.

6. Second Amendment to Lease Agreement, Bethesda Church NW

Staff Report 097-18

Summary

Bethesda Church is currently renting approximately 19,087 square feet in the Town Plaza shopping center. The City purchased the Town Plaza and assumed Bethesda Church's Lease Agreement on June 28, 2017. The lease has a termination date of August 31, 2021 and, providing Bethesda Church is not in default under the Lease Agreement, includes one option to extend for an additional three-year period if exercised by March 1, 2021.

Bethesda Church and City staff have negotiated a Second Amendment to the Lease Agreement in connection with discussions regarding Bethesda Church's tenant account. In light of the City's future plans to redevelop the Town Plaza property, as well as the costs associated with maintaining the current buildings, the City has an interest in early termination of the lease. City staff recommend amending the lease term by executing the Second Amendment to Lease Agreement, setting the lease termination at midnight on December 31, 2019, with no option to renew. Bethesda Church and the City may agree to a month-to-month tenancy following expiration of the amended lease, depending on the City's plans for the property as of December 2019.

Request: Approve the Second Amendment to Lease Agreement, as attached, and authorize the City Manager or his designee to execute the Second Amendment to Lease Agreement.

Linda Carlson, Property Management Specialist, 487-8423; Sara Baynard-Cooke, Assistant City Attorney, 487-8500

Motion approved the request.

7. 5th Plain Creek Station Annexation

Staff Report 098-18

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

AN ORDINANCE relating to the approval of the 5th Plain Creek Station annexation pursuant to RCW 35.13.150; establishing the geographic extent, confirming the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the annexation.

Summary

The proposed annexation area is located within Vancouver's urban growth boundary, and is contiguous to the City of Vancouver along the northern border on Fourth Plain Boulevard generally between Ward Road and NE 156th Avenue. This annexation request contains one parcel of approximately 33.69 acres and also includes the 152nd Avenue right-of-way abutting the site to the west. The applicant proposed to change the Comprehensive Plan and zoning designations for the site.

Council first met with the applicant on January 8, 2018, and passed Resolution M-3957 to proceed. The applicant then applied to change the site Comprehensive Plan and zoning designation with an associated development agreement through the Planning Commission. The Planning Commission recommended approval to City Council through a public hearing held on March 13, 2018. City Council approved the Comp Plan / zone change Ordinance M-4231 on May 21, 2018.

Request: On Monday June 25, 2018, approve ordinance on first reading, setting date of second reading and public hearing for Monday July 2, 2018.

Bryan Monroe, Associate Planner, 487-7958

Motion approved the request.

8. Appointments to Building/Fire Code Commission

Request: Appoint Adrienne Clifford and David Wulbers and reappointing Scott Anders to the Building/Fire Code Commission, terms beginning immediately and expiring June 30, 2024.

Council Committee 2 (Turlay, Topper, Lebowsky

Motion approved the request.

9. Approval of Claim Vouchers

Request: Approve claim vouchers for June 25, 2018.

(Copy available upon request.)

Motion approved claim vouchers for June 25, 2018, in the amount of \$3,706,852.65.

Citizen Forum

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

- Cheryl Aichele, Vancouver, invited the Council to attend the NE Vancouver Tree Walk on June 30 at Diamond Park in her neighborhood. She also complimented the VolunTour program and stated she hoped it could continue in future years.
- Matt Buttrell, Vancouver, expressed concerns about the continuation and consistency of bike lanes on 33rd Street. He stated he had brought up his concerns at previous Citizen Forum but had not received follow-up on the matter.

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

Adjournment

6:50 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

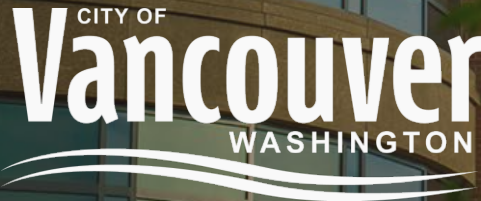
Meetings of the Vancouver City Council are electronically recorded on audio and videotapes. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

Interstate 5 Bridge Update

July 16, 2018

Vancouver City Council Workshop

Rebecca Kennedy, Long Range Planning Manager
Jennifer Campos, Principal Planner



VANCOUVER
CITY HALL

Presentation Overview

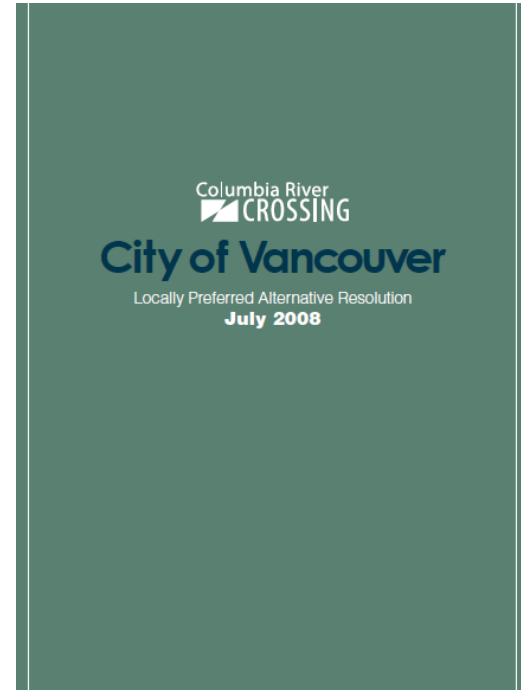
- Past Council Review
- I-5 Bridge conditions
- Current Context
- Items for consideration
- Next Steps



Photo credit: WSDOT

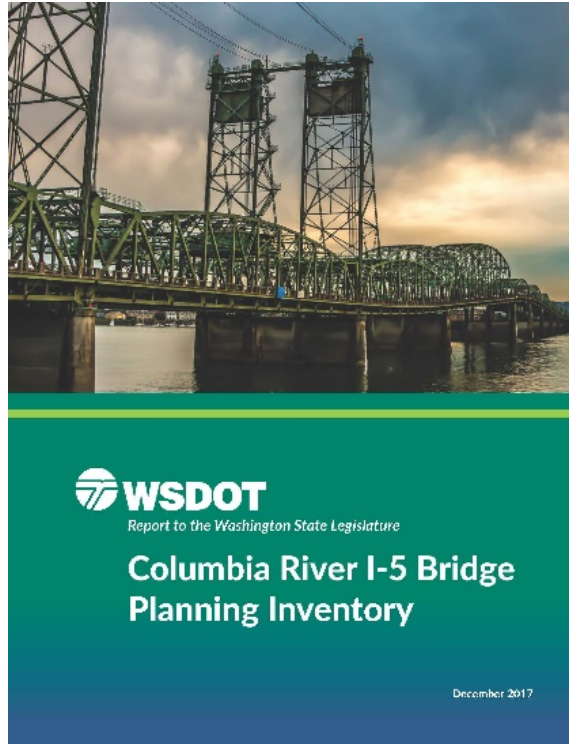
Locally Preferred Alternative (July 2008)

- Corridor of national significance
- Bridge congestion causes one of worst bottlenecks on entire I-5 corridor
- Key economic connector
- Impacts regional livability



Prior Council Review

May 7, 2018: WSDOT
updated Council on the
I-5 Bridge Planning
Inventory



Interstate 5 Bridge: Current Conditions

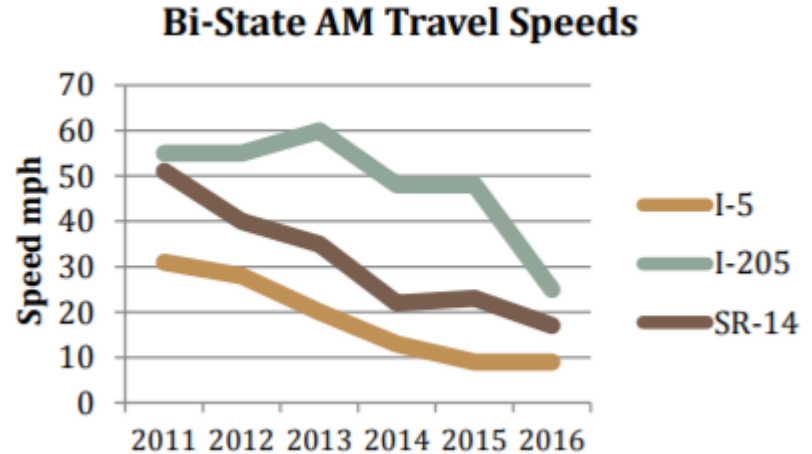
- Growing travel demand and congestion
- Safety challenges
- Impaired freight movement
- Limited public transportation
- Poor bicycle and pedestrian facilities
- Seismic vulnerability

Interstate 5 Bridge: Increased Demand

Year	I-5	I-205	Total	Annual Growth
2011	128,115	145,054	273,169	
2012	128,373,	145,440	273,813	0.2%
2013	130,511	148,152	278,663	1.7%
2014	132,592	151,735	284,327	2.2%
2015	135,696	158,409	294,105	3.3%
2016	135,496	162,031	297,527	1.2%

Interstate 5 Bridge: Increased Congestion

- Hyper-congestion
- Long travel times
- Limited vehicle throughput
- Decreasing travel time reliability
- Frustrated drivers



Interstate 5 Bridge: Safety

- 2012-2016: 585 total collisions between milepost 6 and milepost 0 on I-5 south leading up to the bridge
- 72% of these were rear end crashes
- Does not account for collisions on the ramps, which are also an important factor in a congested environment
- Does not account for diversion and safety impacts on local road systems

Interstate 5 Bridge: Freight Movement

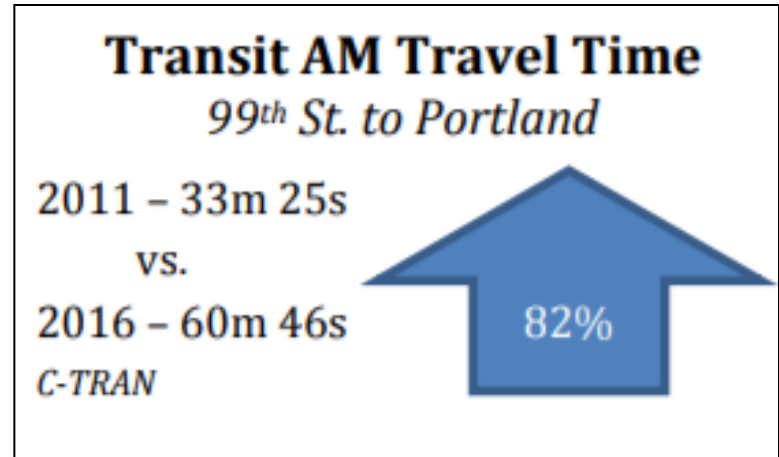
- Modified driver schedules to avoid peak travel periods
- Staggered shifts and evening and overnight operations
- Fewer deliveries per truck per day- “lost turns”



Photo credit The Columbian

Interstate 5 Bridge: Transit

- Limited transit service
- Multiple transfers
- Increasing travel time for transit
- Challenge to meet mode split and sustainability goals



Interstate 5 Bridge: Transit

C-TRAN On-Time Performance					
Line	2013	2014	2015	2016	2017
105 - I-5 Express	56%	57%	55%	57%	55%
134 - Salmon Creek Express	45%	44%	44%	47%	42%
157 - Lloyd District Express	61%	59%	54%	63%	54%
177 - Evergreen Express	54%	54%	50%	48%	43%
190 - Marquam Hill Express	51%	55%	58%	60%	54%
199 - 99th Street Express	51%	44%	45%	41%	40%

Interstate 5 Bridge: Bike & Pedestrian

- Inadequate bicycle and pedestrian facilities
- Current conditions make it difficult to meet mode split and sustainability goals



Photo credit: Jonathan Maus

Interstate 5 Bridge: Seismic

- Capital maintenance for existing bridges estimated to cost \$282 by 2040
- Does not meet seismic standards
- Narrow lanes, no shoulders and limited sight distance over the vertical hump make both bridges functionally obsolete



Photo credit: WSDOT

Interstate 5 Bridge: Current Context

- May 7, 2018 Workshop with WSDOT
- Federal funding environment has changed
- Oregon House Bill 2017
- Rose Quarter Bottleneck relief funded by Oregon legislature
- Increasing maintenance costs for aging, inadequate facility
- CRC federal funding reimbursement: September 2019 if no progress on replacement bridge

Council Considerations

- Replacement Bridge
- Phased corridor improvements
- High-capacity transit with a dedicated guideway

Next Steps

- August 6, 2018 Council workshop
- Future policy resolution
- Legislative Advocacy- WA, OR, Federal

Questions and Discussion

Jennifer Campos, Principal Planner,
jennifer.campos@cityofvancouver.us

Rebecca Kennedy, Long Range Planning Manager,
rebecca.kennedy@cityofvancouver.us



Public Works Operations Center Project



July 16, 2018

Vancouver City Council Workshop

Brian Carlson, Public Works Director

Presentation Overview

Purpose: Update on Public Works Operations Center project

Topics: Site history, current site operations and challenges
Review of master of planning efforts to date
Consideration of alternatives
Next steps

Key Points: Assessment of current site completed. Many buildings are beyond their useful life and are seismically vulnerable.
Future needs and options evaluated.
Alternatives being considered. Big decisions ahead.
Follow up workshop: August 27

History of Operations Center

- Built in early 1950s by Clark Public Utilities
- City purchased site in 1978, along with adjacent Brookside property, for Public Works Operations Services (10.2 acres)
 - 90 employees and 150 vehicles
 - City population: 42,000

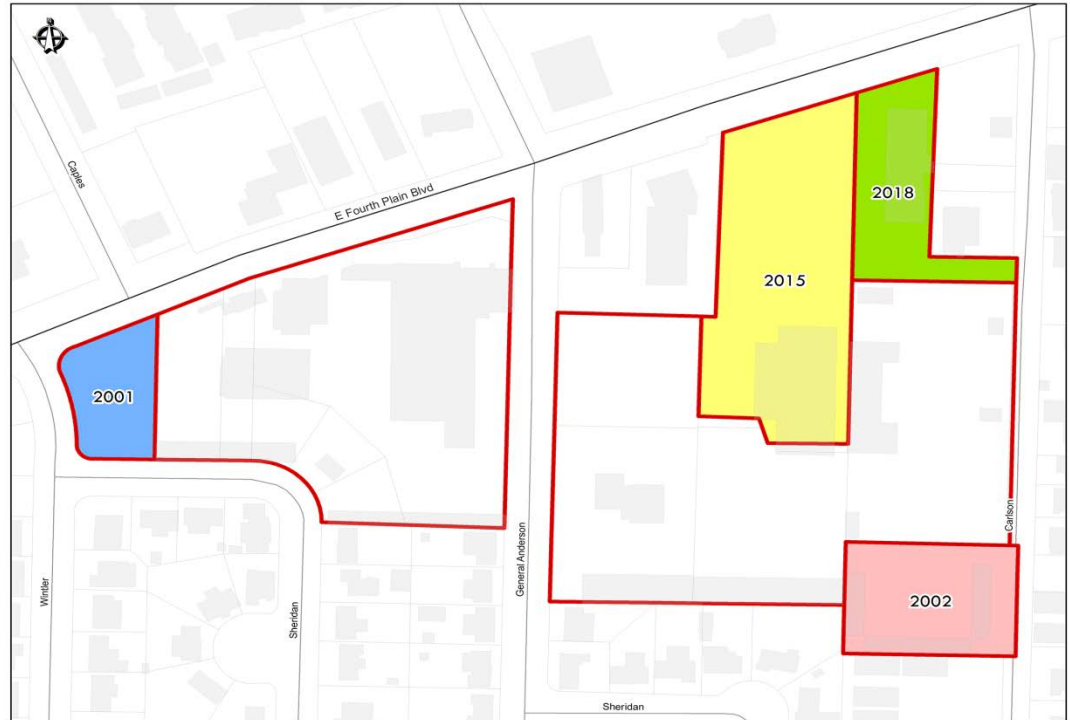


PW Ops Center Project - 3

Current Site Properties

10.2 original acres

- 1.5 acres added 2001-2002
- 3.5 acres added 2015-2018



Current Operations Center Site



15.2 Acres Total

10.1 acres east and 5.1
acres west of General
Anderson Avenue



Current Site Operations

- 245 regular employees, 25+ Seasonal
- Work Groups
 - Water
 - Wastewater
 - Stormwater
 - Utilities Billing
 - Grounds
 - Facilities Maintenance
 - Warehouse
 - Equipment Services
 - Streets, Traffic Operations & Engineering
 - Pavement Management
- 500+ vehicles and equipment



City population 185,000

Key Concerns with Current Site

- Aged Infrastructure
- Seismically vulnerable
- ADA non-compliant
- Maxed-out work areas/spaces and inefficient layout



Aged Infrastructure

- Original plumbing/electrical
- No fire sprinkler system
- Stormwater system non-compliant
- 40 and 50 year old fuel tanks



Seismically Vulnerable

- Majority of structures seismically deficient
- Liquefaction additional factor at site



ADA Non-compliant

- Elevated interior
- Multiple levels
- Accessibility issues throughout



Space and Efficiency Issues

- Maxed out work space
- Disjointed and inefficient layout for workgroups
- No room for expansion
- Lack of adequate parking



Problem Statement



We have a significantly aged and inefficient facility housing essential first responder services that in a moderate seismic event is significantly compromised.

Master Planning Efforts

2005-2008 Study

- Redevelop current site and co-locate several City functions in campus-style development; move half of Operations to new east Vancouver site
- Purchased 15.4 acres at 162nd Avenue/65th Street
- Great Recession: Hit pause
- Other opportunities arose



Master Planning Efforts

Current Planning Efforts

- Re-energized with purchase of Golden Skate in 2015
- Refresh and renew project planning goals
- Establish planning and study objectives
- Contract with Mackenzie Engineering in May 2017



Master Planning Efforts

Project Planning Goals

- Modernize Operations Center campus
- Relocate certain Public Works work groups to site
 - Construction, Survey and Transportation Engineering (38 FTE)
 - Fire Equipment Shop (5 FTE)
 - Asset Management/GIS (9 FTE)
- Improve efficiency of operations
- Ensure “Operational Status” after seismic event
- Build for the long-term in mind
- Integrate sustainable design practices
- Contribute to the positive development of the Fourth Plain corridor

Master Planning Efforts

Master Planning Objectives

- Gather and apply operational information
- Evaluate and analyze existing conditions
 - Facilities condition
 - Seismic
 - Soils/Drainage
 - Hazmat
 - Zoning and development code
- Evaluate if existing structures can be incorporated into new layout
- Constructability while maintaining operations
- Prepare concept design alternates and costs

Master Planning Efforts

Operational Information

- Staffing – current and future
 - Current staffing at site: 245 FTE + 25 seasonal = 270
 - Relocated staff: 46 FTE + 6 seasonal = 52
 - Total current staffing: 291 FTE + 31 seasonal = 322
 - 15-20 Year projection: 362 FTE + 35 seasonal = 397
- Leads to an overall acreage need of 26 acres



Master Planning Efforts

6 Concept Alternates Studied

- Alternates 1 – 3 (full consolidation of all services)
 - Alternate 1: Existing property (15.2 acres)
 - Alternate 2: Plus two NE properties (16.0 acres)
 - Alternate 3: Two NE properties plus Market (16.9 acres)
- Alternate 4 (partial consolidation)
 - Plus two NE properties and
 - Relocate Equipment Services to new site
- Alternate 5 (full consolidation at new site)
- Alternate 6 (seismic upgrade only)

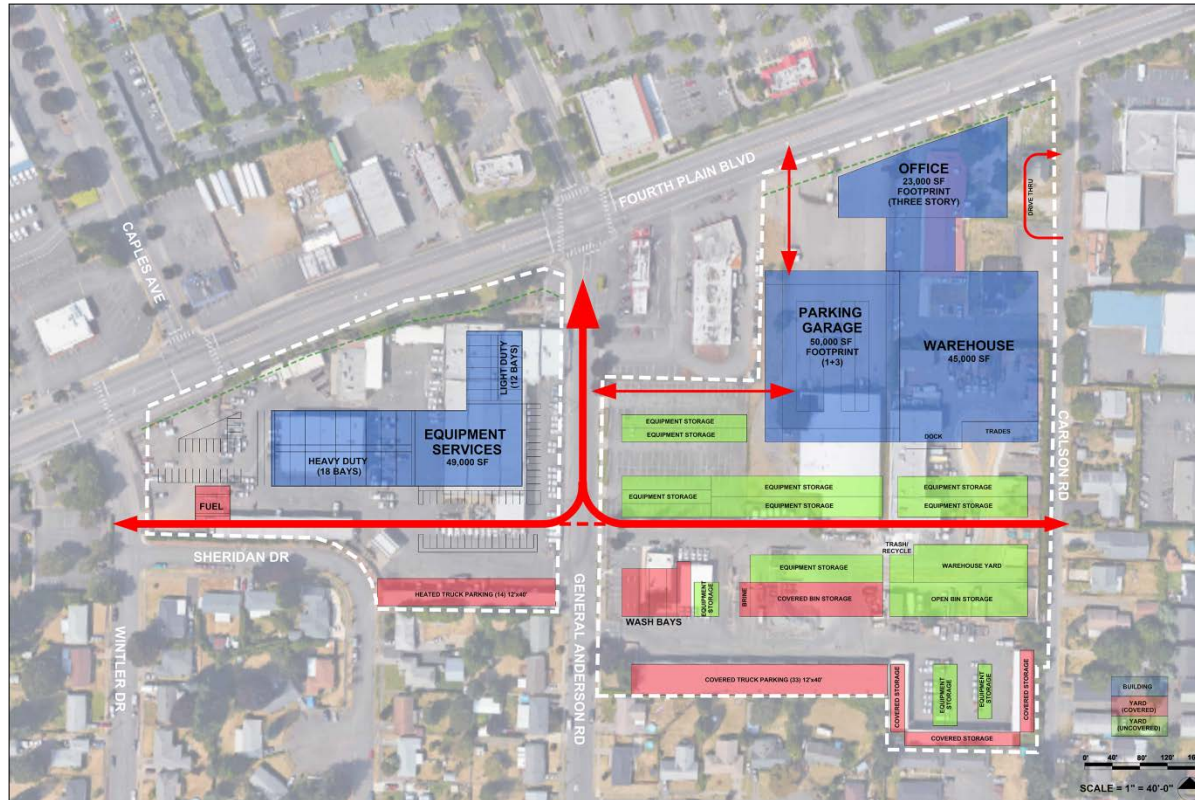
Alternate 1 – Full Consolidation



Existing properties

PW Ops Center
Project - 19

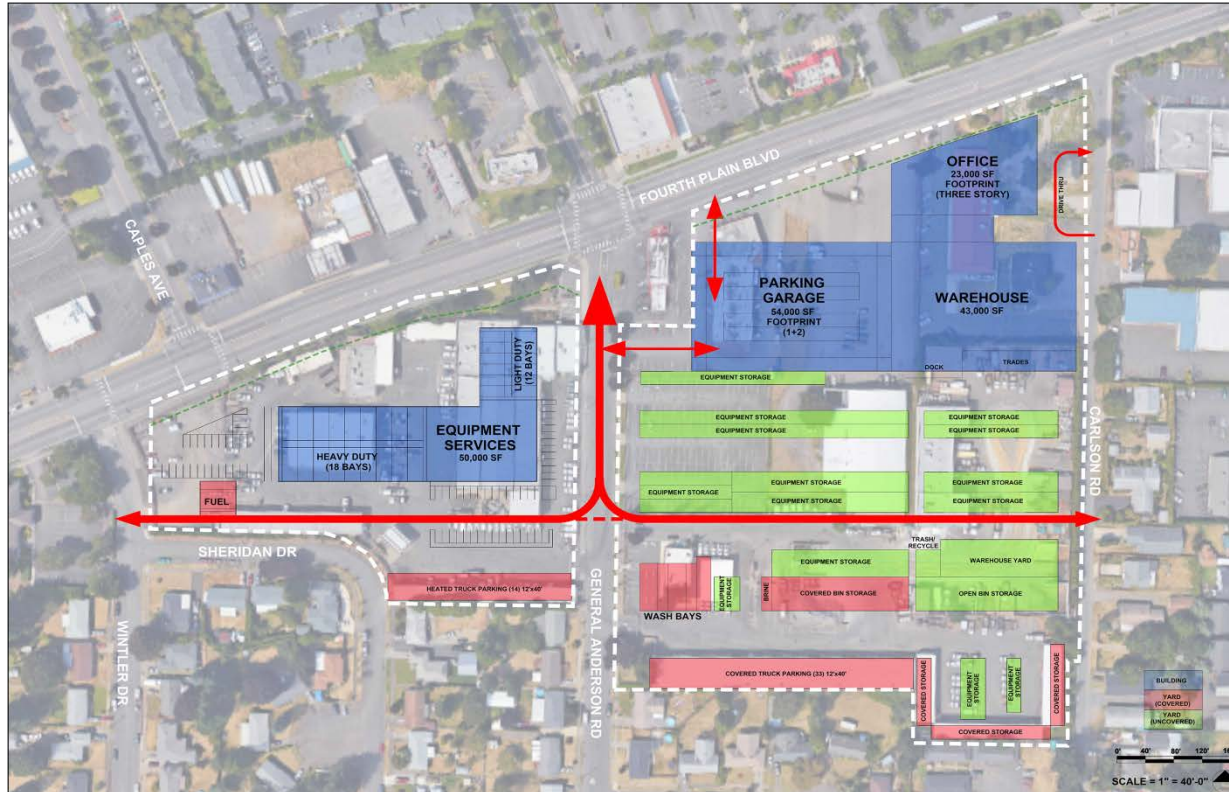
Alternate 2 – Full Consolidation



Existing
properties
plus two
NE properties

PW Ops Center
Project - 20

Alternate 3 – Full Consolidation



Existing properties plus two NE and Market properties

PW Ops Center
Project - 21

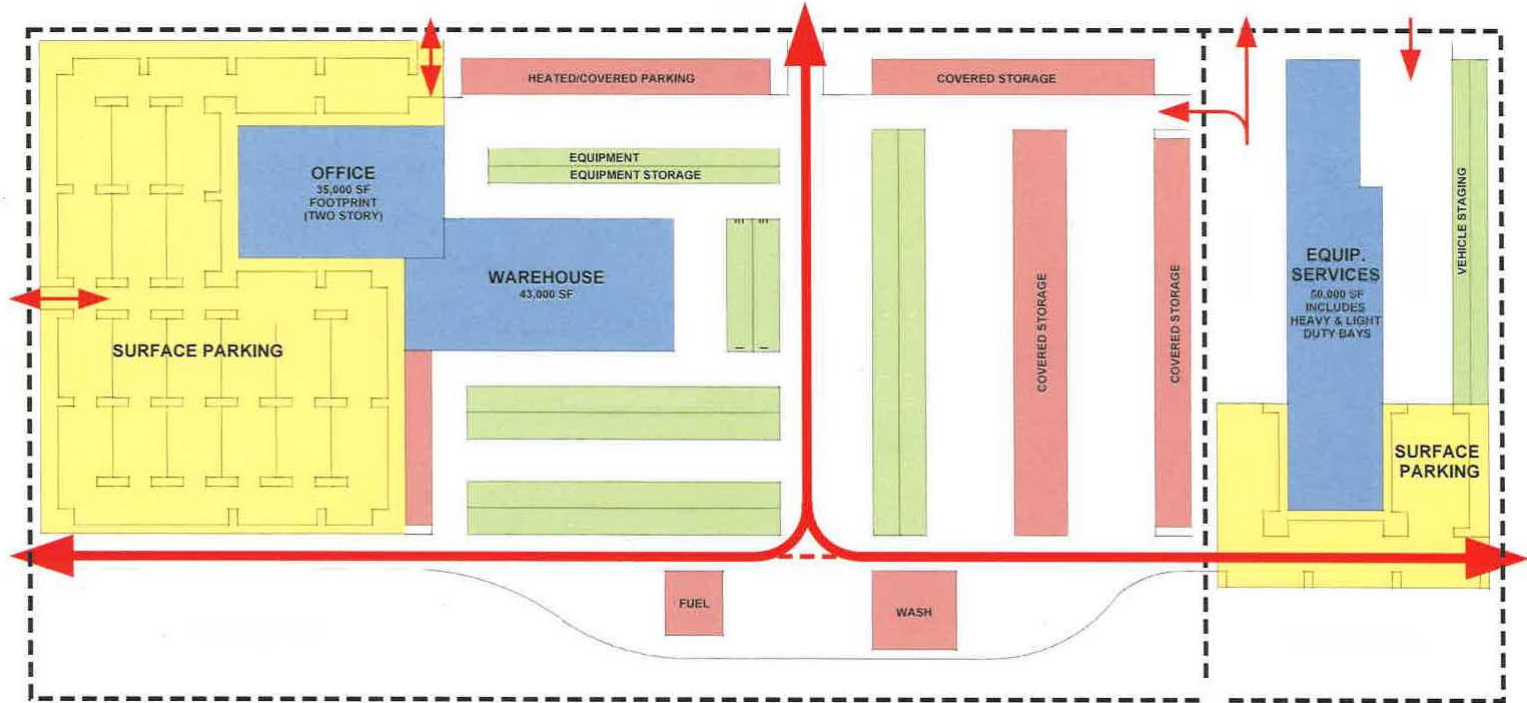
Alternate 4 – Relocate Equipment Services



Existing
properties
plus two
NE properties

Alternate 5 – New Site

Full consolidation of services at new site on 25-30 acres



Alternates 1 – 6 Costs

- Alternate 1: \$157M (full consolidation, existing property)
- Alternate 2: \$151M (full consolidation + NE properties)
- Alternate 3: \$141M (full consolidation + NE and Market properties)
- Alternate 4: \$123M (relocate Equipment Services + NE properties)
- Alternate 5: \$126M (full consolidation at new site)
- Alternate 6: \$ 53M (seismic upgrade only – not to Operational Level, addresses life safety risk and collapse, also includes ADA required upgrades and fire sprinkler system)

Other Issues and Challenges at Existing Site

Non-costed Issues

- Some parcels split zoning, require rezoning
- Fourth Plain Overlay District Challenges – will require variances
- Nonconforming setbacks for some current structures
- Stormwater management challenges

Other Challenges

- Construction phasing
- Limited future expansion

Other Considerations for Discussion



- Does this project still fit goals/vision of Fourth Plain Subarea Plan?
- Does the current site best fit long-term City needs? And is it in the best long-term location?
- Is it better to free up property for other redevelopment purposes?
- Few available 25-30 acre properly zoned sites: Is it acceptable to consider alternate site outside current City limits but within current service area?

Location, Location



Next Steps

Follow up Council Workshop scheduled August 27

- Project financing strategies
- Policy direction in relocation versus redevelopment



Questions and Discussion

- Brian Carlson, Public Works Director
brian.carlson@cityofvancouver.us



Staff Report 105-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/16/2018

SUBJECT 2017 Joint City-County Pavement Preservation Contract, construction acceptance and release of retainage

Key Points

- The project applied slurry seal, chip seal, and microsurfacing pavement treatments to roughly 70 lane-miles of pavement.
- Intermountain Slurry Seal of Vancouver, Washington, was awarded the contract for 2017 Joint City-County Pavement Preservation Contract in April 2017.
- Construction began in July 2017 and was physically complete in October 2017.
- Final construction costs for the project are \$1,900,232.49.
- This project funded by the Pavement Management Program in the Street Fund.

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 project applied pavement preservation treatment to roughly 70 lane-miles of pavement.

The original construction contract bid amount was \$1,861,559.04. Minor field adjustments during construction increased the contract amount 2.1% to \$1,900,232.49.

Intermountain Slurry Seal of Vancouver, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The proposed action is to accept the project as constructed by Intermountain Slurry Seal, and authorize release of retainage.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates release retainage.

Disadvantage(s)

None

Budget Impact

None. The project is funded through the Pavement Management Program in the Street Fund.

Prior Council Review

Award of construction contract for the 2017 Joint City-County Pavement Preservation Contract in April 2017.

Action Requested

Accept the 2017 Joint City-County Pavement Preservation Contract as constructed by Intermountain Slurry Seal of Vancouver, Washington, and authorize release of retainage in the amount of \$95,011.62, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 487-7790



Staff Report 106-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/16/2018

SUBJECT Water Quality Retrofits for Existing Drywells, construction acceptance and release of retainage

Key Points

- The project replaced 22 catch basins with water quality treatment catch basins to treat stormwater runoff.
- Rotschy, Inc. of Vancouver, Washington, was awarded the contract for the Water Quality Retrofits for Existing Drywells project in October 2016.
- Construction began in October 2016, and was physically completed in January 2017.
- Final construction costs for the project are \$397,765.08.
- This project was funded by a Washington State Department of Ecology grant and by the Surface Water Utility Fund.

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 project replaced 22 catch basins with water quality treatment catch basins.

The original construction contract bid amount was \$410,426.00. Minor field adjustments during construction decreased the contract amount 3.1% to \$397,765.08.

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

The requested action is to accept the project as constructed by Rotschy, Inc., and authorize release of retainage.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates release retainage.

Disadvantage(s)

None

Budget Impact

None. This project was included in the 2017-18 Surface Water Construction fund via project 083393. This project was funded by a Washington State Department of Ecology Stormwater Retrofit and Low Impact Development Grant (75%) and by the Surface Water Construction Fund (25% required City of Vancouver match).

Prior Council Review

Award of construction contract for the Water Quality Retrofits for Existing Drywells in October 2016.

Action Requested

Accept the Water Quality Retrofits for Existing Drywells project as constructed by Rotschy, Inc. of Vancouver, Washington, and authorize release of retainage in the amount of \$19,888.25, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 487-7790



Staff Report 107-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/16/2018

SUBJECT Professional Services Agreement for on-call Engineering, Architectural, and Environmental Services - Pearson Airport

Key Points

- The City has successfully used on-call PSAs for many years to supplement City staff for specialty professional services.
- An on-call PSA for services at Pearson Airport was established in 2013 and expired July 1, 2018.

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 has used on-call Professional Service Agreements (PSAs) for many years to help not only with peaks in workload, but also for specialty professional services for which the City does not have experienced staff. A PSA for on-call engineering, architectural and environmental services at Pearson Airport was awarded to a local consulting company in 2013. That contract expired July 1 of 2018.

The next 5 years are projected to include multiple projects, over \$4 million, at Pearson Airport. The work program includes pavement rehabilitation for runways, taxiways, and aircraft parking aprons, as well as a complete replacement of the existing aging aircraft fueling stations. Approximately 90% of this work is planned to be funded through grants from the FAA. In order to design this work and manage the FAA grant processes, the City needs qualified professionals experienced in the ways of the FAA systems.

Earlier this year, the City advertised a "Request for Proposals" for this needed professional work. That RFP generated proposals from two local firms. After an evaluation process, it has been

decided that Century West Engineering is the most qualified of the two proposers.

Advantage(s)

1. Creates a contract with a qualified and experienced company for the provision of specialty aviation engineering and architectural services
2. Creates a master on-call contract that allows for task orders for individual services to be nimbly executed.
3. Does not create any financial commitment until a specific project receives grant funding.
4. Provides access to professional expertise with experience in aviation regulations and design requirements that the City does not have in-house.

Disadvantage(s)

None.

Budget Impact

This action does not create any financial commitment by itself. The professional services will be utilized to the extent they are funded through specific projects at the airport.

Prior Council Review

No direct prior Council review. City Council approved a similar on-call contract with a 5-year duration for these same services for Pearson Airport in 2013. It was a very successful contract.

Action Requested

1. Authorize the City Manager or his designee to execute a professional services agreement with Century West Engineering of Portland, OR, for the provision of specialty engineering, architectural, and environmental services for improvements to the aviation systems at Pearson Airport on an as-needed basis, for a total not-to-exceed amount of \$950,000 over the five-year contract duration.
2. Authorize the City Manager, or designee, to activate services provided under this contract using task orders that are specific in scope and budget. The task orders will provide for timely, as-needed service provision, but within the framework, scope, and limitations of the overall master contract.

Dan Swensen, Engineering and Construction Services Manager, 487-7754

ATTACHMENTS:

- Contract

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 90272

Firm/Organization Legal Name (do not use dba's): Century West Engineering Corporation	
Address 5331 SW Macadam Ave, #287, Portland OR 97239	Federal Aid Number
UBI Number	Federal TIN or SSN Number 93-0584951
Execution Date July 20th, 2018	Completion Date July 1st, 2023
1099 Form Required ☒ Yes ☐ No	Federal Participation ☒ Yes ☐ No
Project Title On-Call Architectural, Engineering, Environmental and other related professional services	
Description of Work Miscellaneous on-call architectural, engineering, environmental and other related professional services to be determined (TBD).	
☐ Yes TBD ☐ No DBE Participation ☐ Yes TBD ☐ No MBE Participation ☐ Yes TBD ☐ No WBE Participation ☐ Yes TBD ☐ No SBE Participation	Maximum Amount Payable: \$950,000.00

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
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

Agreement Number: 90272

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 UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit 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 involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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: Scott Cramer
Agency: City of Vancouver
Address: P.O. Box 1995
City: Vancouver State: WA Zip: 98668
Email: scott.cramer@cityofvancouver.us
Phone: 360-487-8426
Facsimile: 360-487-8433

If to CONSULTANT:

Name: Bryan Condon
Agency: Century West Engineering Corporation
Address: 5331 SW Macadam Avenue, Suite 287
City: Portland State: OR Zip: 97239
Email: bcondon@centurywest.com
Phone: 765-532-8320
Facsimile: 503-639-2710

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.

Agreement Number: 90272

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 Fixed 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 fixed 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 fixed 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 fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

- B. **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 car 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.
- C. **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.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements 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.
- E. **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 a 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.
- F. **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.

Agreement Number: 90272

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 fixed 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 acknowledgement 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.

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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.

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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. This waiver has been mutually negotiated by the Parties.

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.

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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: Scott Cramer
Agency: City of Vancouver
Address: P.O. Box 1995
City: Vancouver State: WA Zip: 98668
Email: scott.cramer@cityofvancouver.us
Phone: 360-487-8426
Facsimile: 360-487-8433

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.

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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.

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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.

DATED this _____ day of _____, 2018

CITY OF VANCOUVER, a municipal corporation

BY: _____
Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

CENTURY WEST ENGINEERING CORPORATION, Contractor

BY: _____

Title _____

Approved as to form:

E. Bronson Potter, City Attorney

Exhibit A

Scope of Work

Project No.

On-call professional architectural, engineering, environmental and other related professional services for the City of Vancouver per Request for Qualifications #1-18 (RFQu) and the respondents response to said RFQu on file in City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

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Exhibit B

DBE Participation/SBE Plan

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

TBD

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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

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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

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II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

Oracle Business Suite

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

TBD

Exhibit D

Prime Consultant Cost Computations

Per the attached fee schedule and by reference hereto made a part of this agreement

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FEE SCHEDULE FOR ENGINEERING & RELATED SERVICES

EFFECTIVE JANUARY 1, 2018
(This schedule is subject to change)

The compensation for work done on the basis of personnel services plus incurred expenses will be established using the rates as set forth below:

A. PERSONNEL SERVICES

The following rates and classifications shall be in effect through 12/31/2018 for this contract.

120 Receptionist	\$60.00
117 Project Coordinator/Clerical I	\$73.00
118 Project Coordinator/Clerical II	\$100.00
153 Graphic Designer	\$120.00
147 Staff Technician	\$88.00
142 Senior Technician	\$109.00
133 Civil Designer	\$102.00
111 Intermediate CAD Tech	\$81.00
123 Engineer-in-Training (EIT)	\$95.00
106 Project Engineer	\$110.00
104 Senior Project Engineer	\$121.00
114 Staff Airport Planner	\$77.00
112 Senior Airport Planner	\$168.00
103 Project Manager	\$147.00
102 Senior Project Manager	\$180.00
163 Vice President	\$215.00
101 Principal	\$250.00

B. OUTSIDE EXPENSES

Any outside expenses including subconsultant and subcontractor services incurred for this project by Century West Engineering will be charged at 110% of the actual cost of the expense.

C. IN-HOUSE EXPENSES

1. Equipment Expenses:

Vehicle Mileage	0.60/mile
Nuclear Density Gauge	45.00/day
	125.00/wk
	450.00/mo

2. Field Supplies:

Field supplies provided from stock will be charged as follows:

Stakes, Hubs, Guineas, Laths	.40/each
2-inch x 2-inch Painted Property Stake	1.50/each

3. Drafting Supplies and Reproduction Costs:

Drafting supplies and reproduction materials provided from stock will be charged at the following rates:

Blue/line/Black/line	1.80/sheet
Vellum Cut Sheets	.50/sq. ft.
Plot	2.00/sheet
Mylar Plat Boards	7.00/each
Sepia	.50/sq. ft.
Photocopy	.05/copy
Mylar	1.50/sq. ft.



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 21, 2018

Century West Engineering Corp
5331 Macadem Avenue, Suite 207
Portland, OR 97239

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Ms. Dolly Garrick:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 168.70%. These rates are applicable to Washington Local Agency Contracts only. These rates 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;

Jonson, Erik
May 21 2018 10:52 AM

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation 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.

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 90272

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultan
- Exhibit G-1(b) Certification of City of Vancouver
- 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 Lobbyin
- Exhibit G-4 Certificate of Current Cost or Pricing Dat

Agreement Number: 90272

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Century West Engineering Corporation
whose address is
5331 SW Macadam Avenue, Suite 287, Portland, Oregon 97239
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.

Century West Engineering Corporation

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 90272

Exhibit G-1 (b)
Certification of Agency Official

I hereby certify I am the Agency Official of the Local Agency of the City of Vancouver, Washington, and the consulting firm or its representative has not been required, directly or indirectly as an expressed 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; or
- (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 available to the Washington State Department of Transportation 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.

Date

Eric Holmes, City Manager

Exhibit G-2 Certificatio 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receivin 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.

Century West Engineering Corporation

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 90272

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.

Century West Engineering Corporation

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 90272

Exhibit G-4
Certificate 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 15.401 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 architectural, engineering, environmental services are accurate, complete, and current as of July 16th, 2018. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm: Century West Engineering Corporation

Signature: _____

Print Name: _____

Title: _____

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's 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.

Agreement Number: 90272

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) are a total of \$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.

Agreement Number: 90272

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 associated 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

Accessibility for the Disabled

Any consulting services, whatsoever, provided for under the terms of this agreement shall comply with all local, State and Federal statutes applicable to the accessibility of the disabled, including but not limited to, the Architectural Barriers Act (ABA), Uniform Federal Accessibility Standards (UFAS), and Americans with Disabilities Act (ADA).

Initials:

Consultant _____

City _____

E-VERIFY

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

Initials:

Consultant _____

City _____



Staff Report 108-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/16/2018

SUBJECT 2015 Fire/Security Alarm Systems Monitoring, Installation and Maintenance Services, Amendment #1 to Contract #82364 to Increase Contract Amount

Key Points

- A Sole Source Procurement contract between Action Technology Systems, LLC and the City of Vancouver was issued on April 20, 2015.
- Contract is currently set at a not-to-exceed \$400,000.00
- Extend Contract date to April 19, 2020.
- Extend Contract Amount to \$1,000,000.00
- All other terms and conditions shall remain unchanged and in full force and effect.

Strategic Plan Alignment

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

Present Situation

A Sole Source Procurement Contract has been in place since April 20, 2015, and with the acquisition of the Town Plaza building at 5411 E Mill Plain and the Day Center building at 2018 Grand Blvd the fire alarm work required for both buildings to meet current Life Safety Codes has increased the amount being spent in the last year. Approval of this Contract Amendment increase should carry the contract through April 19, 2020.

Advantage(s)

1. Preserves the investment in existing fire and security monitoring equipment and training.
2. Avoids service disruptions and preserves fire and security monitoring capabilities at affected facilities.
3. Provides an upgrade and expansion path with backward compatibility.

4. Creates efficiency through the continued use of already purchased equipment.

Disadvantage(s)

None.

Budget Impact

None. Funds have already been budgeted for these services.

Prior Council Review

April 20, 2015, Staff Report No. 064-15

Action Requested

Authorize the City Manager or his designee to increase the contract amount from \$400,000 to \$1,000,000 and a continuation of a sole source procurement for Fire/Security Alarm Monitoring, Installation and Maintenance Services, with Action Technology Systems, LLC at City-owned or occupied facilities and increase the Contract Amount.

Michael Shrum, Facilities Contract Services Supervisor, 487-8260

ATTACHMENTS:

- Contract 82364 Amendment No. 1

CONTRACT 82364
AMENDMENT NO. 1
2015 FIRE/SECURITY ALARM SYSTEMS MONITORING, INSTALLATION AND
MAINTENANCE SERVICES

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and Action Technology Systems, LLC., 835 SE 17th Ave, Portland, OR, 97214, (hereinafter referred to as the "Contractor").

This amendment modifies the following portions of the Agreement:

1. The effective date of the Contract is extended to April 19, 2020.
2. Increase Contract Amount from \$400,000 to \$1,000,000.00 due to the complexity of the new sites that have added to this Contract.
3. All other terms and conditions shall remain unchanged and in full force and effect.

DATED this _____ day of _____, 2018

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Action Technology Systems, LLC.

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

E. Bronson Potter, City Attorney



Staff Report 109-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/16/2018

SUBJECT Fisher's Hollow Subdivision Final Plat

Key Points

- Fisher's Hollow (formally Cedars at Fisher's Grange), a subdivision of 4.13 acres into 26 single-family residential lots, was approved by the City Land Use Hearing Examiner on January 29, 2018, subject to conditions of approval.
- The applicant has complied with the conditions of approval of the original decision and constructed the required street and utility improvements to City standards.

Strategic Plan Alignment

N/A

Present Situation

The applicant is requesting final plat approval, having complied with all requirements and completed all required infrastructure improvements to City standards.

Advantage(s)

1. Approval will allow for additional home construction in an area contemplated for development by the City's Comprehensive Plan.
2. Approval will expand the City's tax base.

Disadvantage(s)

Additional traffic will be generated; however, this was reviewed by City traffic engineers who determined that as mitigated, adequate capacity exists. In addition the developer must pay traffic impact fees.

Budget Impact

No direct impacts to the City's budget.

Prior Council Review

None.

Action Requested

Approve the Fisher's Hollow final plat.

Patti McEllrath, Senior Planner, 487-7893

ATTACHMENTS:

- ▣ Fisher's Hollow Final Plat

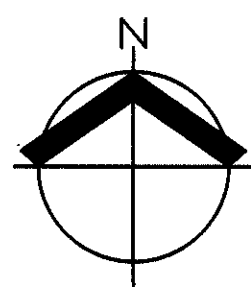
FISHER'S HOLLOW

(APPROVED AS CEDARS AT FISHER'S GRANGE)

LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 2 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON

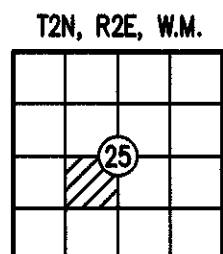
MAY 2018

PRJ-156533 | LUP 64814



SCALE: 1"=40 FEET

BASIS OF BEARINGS
WASHINGTON STATE PLANE, SOUTH ZONE, NAD83
(SEE NARRATIVE)



DEED REFERENCES

STATUTORY WARRANTY DEED
MACKAY AND MACDONALD
TO
FISHERS GRANGE NO. 211
AFN G 825426

REFERENCES

- (1) RECORD INFORMATION PER PLAT "BLUE GRASS RANCH" BOOK H PAGE 184
- (2) RECORD INFORMATION PER PLAT "HARMONY HOMES" BOOK H PAGE 197
- (3) RECORD INFORMATION PER ROS 41-145
- (4) RECORD INFORMATION PER ROS 45-148
- (5) RECORD INFORMATION PER AFN 5476691

CURB SCREW TABLE

COMMON LOT LINE	DISTANCE
2 3	11.15'
3 5	11.60'
5 6	10.90'
9 10	11.50'
11 12	11.00'
15 17	11.40'
17 18	11.10'

LEGEND

- SET 1/2" X 24" REBAR W/IPC INSCRIBED "AKS ENGR. 54200"
- + SET BRASS SCREW WITH BRASS WASHER INSCRIBED "AKS ENGR 54200" IN CURB ON PROJECTION OF THE LINE AT A DISTANCE OF 10.75' FROM THE FRONT LOT CORNER UNLESS NOTED OTHERWISE IN CURB SCREW TABLE
- FOUND 1/2" REBAR W/IPC INSCRIBED "OLSON 9025"; PER THE PLAT "BLUEGRASS RANCH" (H-184); HELD UNLESS NOTED OTHERWISE
- DENOTES FOUND MONUMENT AS NOTED; HELD UNLESS NOTED OTHERWISE
- AFN AUDITOR'S FILE NUMBER
- CL CENTERLINE
- COV CITY OF VANCOUVER
- CPU CLARK PUBLIC UTILITIES
- IR REBAR
- PUE PUBLIC UTILITY EASEMENT
- ROS RECORD OF SURVEY
- ROW RIGHT-OF-WAY
- SF SQUARE FEET
- VC VISION CLEARANCE
- FCE FENCING, COLUMNS, AND LANDSCAPE EASEMENT TO BE MAINTAINED BY H.O.A. CREATED FOR THIS DEVELOPMENT
- W/IPC WITH A YELLOW PLASTIC CAP
- O/S OFFSET MONUMENT ALONG PROPERTY LINE, DISTANCE FROM TRUE CORNER NOTED
- ALL MONUMENTS FOUND AS NOTED WERE TIED ON 07-28-2017

PLAT NOTES

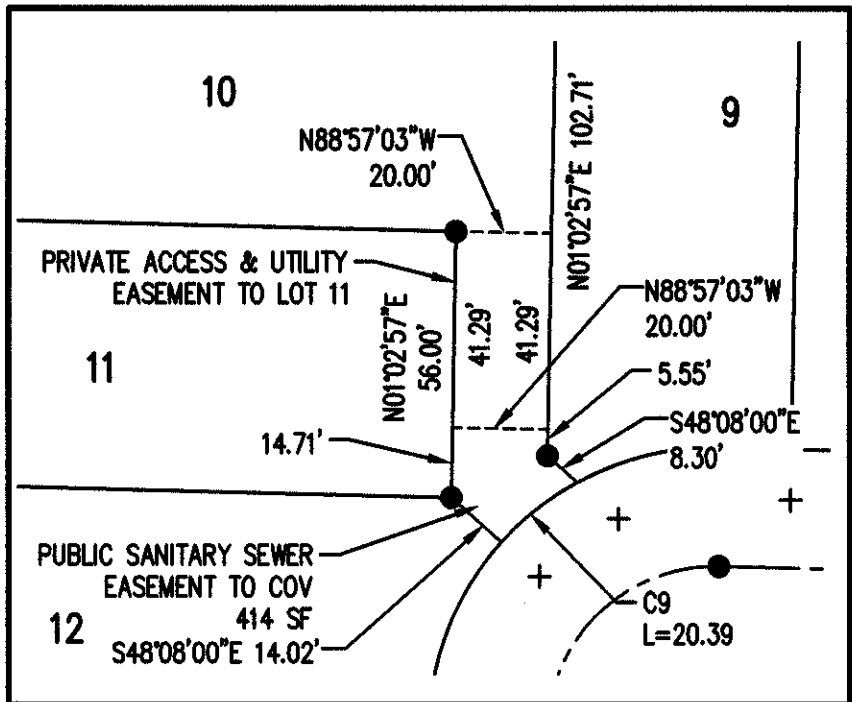
- IF ANY CULTURAL OR HISTORICAL RESOURCES ARE DISCOVERED DURING CONSTRUCTION ACTIVITY, CONSTRUCTION SHALL CEASE UNTIL A QUALIFIED ARCHAEOLOGIST ASSESSES THE FIND.
- DEVELOPMENT WITHIN THIS SUBDIVISION IS SUBJECT TO AN APPROVED TREE PLAN. TREE REMOVAL IS SUBJECT TO APPROVAL BY THE CITY OF VANCOUVER. STREET TREES MUST BE PLANTED PRIOR TO OCCUPANCY PER THE APPROVED PLAN.
- PURSUANT TO CHAPTER 20.915 OF THE VMC, THE PARK, SCHOOL, AND TRAFFIC IMPACT FEES FOR A SINGLE-FAMILY RESIDENCE IN THIS PLAT ARE \$2,142.00 (PARK FACILITY PLAN DISTRICT C); \$6,100.00 (EVERGREEN SCHOOL DISTRICT); AND \$1,980.50 (CASCADE TRANSPORTATION SUBAREA A-205-MILL PLAIN OVERLAY). THE ABOVE IMPACT FEES ARE DUE ON A PER LOT BASIS AT THE TIME OF BUILDING PERMIT ISSUANCE. SAID FEES WILL BE RECALCULATED FOR BUILDING PERMIT APPLICATIONS FILED MORE THAN (3) THREE YEARS AFTER PRELIMINARY PLAT APPROVAL. THESE FEES DO NOT CONSTITUTE LIENS AGAINST THE LOTS IN THIS SUBDIVISION, BUT ARE COLLECTED AS A CONDITION OF INITIAL BUILDING PERMIT ISSUANCE. THE ABOVE FEES ARE DUE ON A PER LOT BASIS AT THE TIME OF BUILDING PERMIT ISSUANCE.
- THE EASEMENTS SHOWN AND CALLED OUT RELATED TO CITY OF VANCOUVER WATER, SEWER, SURFACE WATER UTILITIES & TRANSPORTATION ARE GRANTED FOR THE FOLLOWING PURPOSE: CONSTRUCTION, INSTALLING, RECONSTRUCTING, ENLARGING, EXTENDING, REPAIRING, OPERATING, AND MAINTAINING OF ALL PIPE LINES AND APPURTENANCES, AND PROVIDING NEW SERVICE TO USERS OF SUCH SERVICE AS AUTHORIZED AND PERMITTED BY THE CITY OF VANCOUVER. THE CITY OF VANCOUVER, GRANTEE HEREIN, AND ITS AGENTS AND CONTRACTORS WILL HAVE THE RIGHT TO ENTER UPON THE PREMISES FOR SUCH PURPOSES. THE GRANTEE(S), ITS EXECUTORS, AGENTS, ASSIGNS AND SUCCESSORS, IN INTEREST AGREE AND COVENANT TO OBTAIN WRITTEN CONSENT FROM THE CITY OF VANCOUVER PRIOR TO ALLOWING THE CONSTRUCTION OF ANY IMPROVEMENTS, OR PRIOR TO PLANTING TREES OR OTHER TYPES OF VEGETATION, UPON THE PERMANENT EASEMENT AREA DESCRIBED AND SHOWN HEREIN.
- AN EASEMENT IS HEREBY RESERVED UNDER AND UPON ALL TRACTS AND THE EXTERIOR SIX (6) FEET ON ALL BOUNDARY LINES OF THE LOTS ADJACENT TO PUBLIC/PRIVATE ROADS AND TRACTS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, AND WATER SERVICES. ALL LOTS CONTAINING PADMOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES. CONSTRUCTION STANDARDS: ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS AND TRACTS ADJACENT TO PUBLIC STREETS.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	35.00'	89°36'27"	54.74'	N43°45'16"W 49.33'
C2	35.00'	90°23'33"	55.22'	S46°14'44"W 49.67'
C3	35.00'	89°36'27"	54.74'	S43°45'16"E 49.33'
C4	60.00'	11°08'40"	11.67'	N4°31'23"W 11.65'
C5	60.00'	31°02'44"	32.51'	N25°37'04"W 32.11'
C6	60.00'	19°21'44"	20.28'	N50°49'18"W 20.18'
C7	60.00'	28°03'20"	29.38'	N74°31'50"W 29.09'
C8	60.00'	30°06'14"	31.52'	S76°23'23"W 31.16'
C9	60.00'	19°28'16"	20.39'	S51°36'08"W 20.29'
C10	60.00'	40°49'03"	42.74'	S21°27'29"W 41.85'
C11	60.00'	31°25'57"	32.92'	S14°40'01"E 32.50'
C12	60.00'	19°22'49"	20.30'	S40°04'25"E 20.20'
C13	60.00'	30°32'27"	31.98'	S65°02'03"E 31.60'
C14	60.00'	81°51'33"	8.64'	S84°25'53"E 8.64'

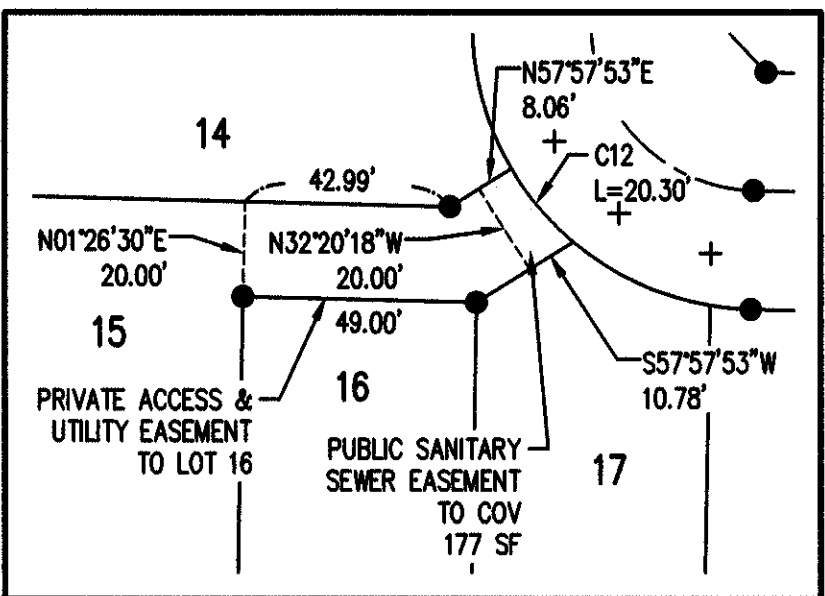
RIGHT-OF-WAY NOTE

50.00 FOOT RIGHT-OF-WAY DEDICATED TO
CITY OF VANCOUVER WITH THIS PLAT
40,280 SF



LOT 10 EASEMENT DETAIL

SCALE: 1" = 40'



LOT 15 EASEMENT DETAIL

SCALE: 1" = 40'

S0102°57'W 2656.95'
(S0102°24'W 2656.94')
(S0102°40'W 2656.95') 3.4

CALCULATED POSITION
3-1/4" ALUMINUM DISK WITH
CASE & COVER
SEE LOR 14-154

25.

36

CITY OF VANCOUVER
APPROVED BY CITY COUNCIL

MAYOR _____ DATE _____

CITY OF VANCOUVER
PUBLIC WORKS DIRECTOR

APPROVED BY: _____ DATE _____
DIRECTOR OF PUBLIC WORKS

CITY OF VANCOUVER
COMMUNITY AND ECONOMIC DEVELOPMENT

APPROVED BY: _____ DATE _____
DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17.170, LAWS OF WASHINGTON, 1981, TO BE
KNOWN AS "FISHER'S HOLLOW" PLAT NO. _____ CLARK COUNTY, WASHINGTON

CLARK COUNTY ASSESSOR _____ DATE _____

COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 2018,

IN BOOK _____ OF PLATS, AT PAGE _____, AT THE REQUEST OF KRIPPNER
HOMES

AUDITOR'S FILE NUMBER _____

COUNTY AUDITOR _____

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE OUTER BOUNDARY OF THE PROPERTY DESCRIBED IN AUDITOR'S FILE NUMBER 5476691, TO SEGREGATE 26 LOTS, TO CREATE ROADS TO BE DEDICATED TO THE CITY OF VANCOUVER, AS WELL AS CREATE NECESSARY EASEMENTS AS SHOWN. BEARINGS ARE BASED ON WASHINGTON STATE PLANE, SOUTH ZONE 4602, NAD83, AS DETERMINED FROM GPS OBSERVATIONS FROM THE WASHINGTON STATE REFERENCE NETWORK.

THE OUTBOUNDS OF TRACT DESCRIBED PER AUDITORS FILE NUMBER 5476691 WAS ESTABLISHED USING PROPER PROCEDURE DURING THE PLAT "BLUE GRASS RANCH" BOOK H PAGE 184. THIS PLAT HOLDS FOUND MONUMENTS, ANGLES, AND DISTANCES PER SAID PLAT TO ESTABLISH THE OUTER BOUNDARY.

THE CONTROL TRAVERSE MET THE STANDARDS CONTAINED IN WAC 332-130-090. NEW CORNERS WERE SET BY RADIAL STAKEOUT FROM THE CONTROL TRAVERSE. A TRIMBLE 3-SECOND TOTAL STATION INSTRUMENT WITH ELECTRONIC DATA COLLECTOR AND TRIMBLE R10 GPS RECEIVER WAS USED FOR ALL FIELD WORK.

LAND SURVEYOR'S CERTIFICATE

I, JAMES O. HANNON, REGISTERED AS A LAND SURVEYOR BY THE STATE OF WASHINGTON, CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF SEPTEMBER 2017 - MAY 2018 THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN HEREON CORRECTLY, AND LOT CORNERS STAKED ON THE GROUND ARE DEPICTED ON THE PLAT.

PROFESSIONAL LAND SURVEYOR _____ DATE 7-5-18



JOB NAME: FISHERS GRANGE	AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE STE 2520 VANCOUVER, WA 98682 P: 360.882.0419 F: 360.882.0426 aks-eng.com
JOB NUMBER: 6137	
DRAWN BY: BJA	
CHECKED BY: JOH	
DRAWING NO.: 6137CPLAT	ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE





Staff Report 110-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/16/2018

SUBJECT Battle Ground School District Interlocal Agreement

Key Points

- On August 7, 2017 the City of Vancouver executed an interlocal agreement with Clark County for the transfer of services associated with the Van Mall North Annexation
- A portion of the annexed area includes three schools that are located within the Battleground School District
- In order for the City to collect School Impact Fees on behalf of a school district, the school district's capital facilities plan must first be adopted as a portion of the City of Vancouver's Comprehensive Plan in accordance with the provisions of the Vancouver Municipal Code.
- On December 4, 2017 the City Council adopted the Battleground School District Capital Facilities Plan.
- School Impact Fees shall not be collected on behalf of any school district until such district enters into an interlocal agreement with the City of Vancouver.

Strategic Plan Alignment

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services "20-minute neighborhoods."

Goal 10, Objective 10.1: Lend the City's support, as appropriate, to assist with the success of community projects.

Present Situation

On August 7, 2017, the City of Vancouver executed an interlocal agreement with Clark County related to the transfer of services associated with the Van Mall North Annexation. The Van Mall North area is located between Andresen Road and Interstate 205. The area is approximately 2 square miles in size and contains an estimated 4,500 residents. A small portion of the Battle Ground Ground School District is located within the Van Mall North area and includes 3 schools:

- Pleasant Valley primary and middle schools
- Prairie high school

Approval of this interlocal agreement will allow the City to collect school impact fees within the Van Mall North area on behalf of the Battle Ground School District.

Advantage(s)

1. To ensure that adequate facilities are available to serve new growth and development, and to promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth.
2. To ensure impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact.

Disadvantage(s)

None known

Budget Impact

There is no budget impact associated with impact fees. Impact fees payable to other entities are entered into the general ledger as a liability account and not a revenue.

Prior Council Review

No previous review.

Action Requested

On Monday, July 16, 2018, authorize the City Manager or designee to execute an interlocal agreement with Battleground School District related for the collection, distribution, and expenditure of school impact fees.

Jason Nortz, Development Review Division Manager, 487-7844

ATTACHMENTS:

- Interlocal Agreement For the Collection, Distribution, and Expenditure of School Impact Fees

**INTERLOCAL AGREEMENT FOR THE COLLECTION, DISTRIBUTION, AND
EXPENDITURE OF SCHOOL IMPACT FEES**

THIS AGREEMENT is entered into this ____ day of _____, 2018, by and between the City of Vancouver (the “City”) and the Battleground School District (the “District”).

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, RCW 36.70A, et seq. and RCW 82.02, et seq (the “Act”), which authorizes the collection of impact fees on development activity to provide public school facilities to serve new development: and

WHEREAS, the Act requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan; and

WHEREAS, the City has adopted Ordinance No. M-4223, codified as VMC chapter 20.915 for the purposes of implementing the Act for the collection of school impact fees within the District; and

WHEREAS, the District has prepared a capital facilities plan in compliance with the Act and Ordinance M-4223 which has been adopted by the City as a subelement of the capital facilities element of the City’s Comprehensive Plan.

WHEREAS, upon adoption of the District’s Capital Facilities Plan as a subelement of the capital facilities element of the City’s Comprehensive Plan, the City will collect impact fees upon certain new residential developments on behalf of the District; and

WHEREAS, the City and the District enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of administering and distributing the authorized impact fees,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN,
IT IS AGREED THAT:

1. General Agreement.

The City and the District agree to comply with the terms of this Agreement which govern the collection, distribution, and expenditure of school impact fees.

2. Responsibilities of the District.

The District, by and through its employees, agents, and representatives, agrees to:

2.1. Annually submit to the City a six-year capital facilities plan or an update of a previously adopted plan which meets the requirements of the Act and City Ordinance M-4223.

2.2 Authorize the Clark County Treasurer, as Treasurer for the District, to establish a Subfund in the District's Capital Projects Fund, with special coding, that permits only impact fee revenue to be deposited to this Subfund. Impact Fee revenues will be deposited to this Subfund and investment revenues will inure to the benefit of the this Subfund.

2.3 Expend impact fee revenues provided to the District under this Agreement, and all interest proceeds on such revenues, solely for expenditures authorized by Ordinance M-4223 related to facilities identified in the District's Capital Facilities Plan as adopted by the City as a subelement of the capital facilities element of the City's Comprehensive Plan.

2.4 Submit documentation in accordance with the requirements of RCW 82.02.070 showing the system improvements that were financed in whole or in part by impact fees and the amount of funds expended. The District's annual report shall be submitted to the City on or before December 1 of each year for the preceding fiscal year.

2.5 Refund impact fees and interest earned on impact fees which have been disbursed to the District Capital Projects Fund or Debt Service Fund when a refund is required under applicable law; including but not limited to (1) when the proposed development activity does not proceed and no impact to the District has resulted, unless the District determines that it has expended or encumbered the fees in good faith prior to the application for a refund, (2) when the impact fees or

interest earned on impact fees are not expended or encumbered with the time limits established by law, or (3) when the school impact fee program is terminated.

2.6 Maintain all accounts and records necessary to ensure proper accounting for all impact fee funds and compliance with this Agreement, the Act, and City Ordinance M-4223.

3. Responsibilities of the City.

The City, by and through its employees, agents, and representatives, agrees to:

3.1. Timely review and take action on the District's updated Capital Facilities Plans and revised impact fee schedule for the District.

3.2. Deposit all impact fees collected on behalf of the District in the City's School Impact Fee Fund with specific organizational identity for the District. Funds received by the City Building Department and attributed to impact fees shall not be available for transfer to the District until issuance of the building permit and full payment has been made.

3.3. Distribute reports monthly to the District on the amount of impact fees collected, the person or entity who paid the fees and a description of the property where the development paying the fees is located.

3.4. Initiate an Interfund Transfer from the School Impact Fee Fund to the County Treasurer on a monthly basis.

3.5. Determine whether exemptions from the payment of impact fees should be made pursuant to the Ordinance M-4223.

3.6. Cooperate with the District and assist the District in determining student generation factors of new developments and/or other demographic and development information.

4. General Terms.

4.1. The is agreement shall become effective when executed by both parties and shall remain in effect until terminated pursuant to Section 5 of this Agreement.

4.2. It is recognized that amendments to this Agreement may become necessary, and such amendment shall become effective only when the parties have executed a written addendum to this Agreement.

4.3. The parties acknowledge that the City is vested with authority to impose and collect school impact fees. The parties agree that the City shall in no event be liable to the District for the payment of money in connection with the school impact fee program, with the exception of remitting to the District the impact fees collected for the District at the rates approved by the City and the interest earned thereon.

4.4. No separate legal or administrative entity is created under this Agreement.

5. Termination.

5.1. The obligation to collect impact fees under this Agreement may be terminated without cause by the City or the District, in whole or in part, at any time. All other obligations under this Agreement shall remain in effect until both of the following conditions have been satisfied: (1) the City or the District provides written notice that this Agreement is being terminated; and (2) neither the District nor the City on behalf of the District retain unexpended or unencumbered impact fees and interest earned thereon.

5.2. Nothing herein shall limit, waive, or extinguish any right or remedy provided by the Agreement or by law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

6. Audit.

6.1. Both party's records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the other party or by an appropriate state agency.

6.2. The District agrees to cooperate with any monitoring or evaluation activities conducted by the City that pertain to the subject of this Agreement. The District agrees to allow the City, or appropriate state agencies and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours, all of the District's records with respect to all matters covered by this Agreement. The City and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials, payrolls, and record of matters covered by this

Agreement. The City will give fifteen days advance notice to the District office of fiscal audits to be conducted.

6.3. The results and records of said audit shall be maintained and disclosed in accordance with Chapter 42.56 RCW.

7. Severability.

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid terms, condition or application. To this end the terms and conditions of this Agreement are declared severable.

8. Nondiscrimination.

There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This provision shall include, but not be limited to the following: rates of pay or other forms of compensation, and selection for training.

The District and any independent contractor paid by funds which are the subject of this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended.

9. Rights to Other Parties.

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

10. Governing Law and Filing.

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. This Agreement shall be filed with the clerk of the District, the Vancouver City Clerk and the Clark County Auditor.

11. Administration.

11.1. The City's representative shall be:

Director of Community and Economic Development
Address: 415 W. 6th Street
Vancouver, WA 98668
Phone: (360) 487-7800

11.2. The District's representative shall be:

District Superintendent
Address: 11104 N.E. 149th Street
Brush Prairie, WA 98604
Phone: (360) 885-5300

12. Entire Agreement/Waiver of Default.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the City and the District, which shall be attached to the original Agreement.

13. Hold Harmless.

Each party will protect, save, and hold harmless the other, and its officers, agents, and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by the reason of the acts or emissions of each party, it assigns, agents, contractors, licensees, invitees, employees or any person whomsoever arising out of or in conjunction with any acts or activities authorized by this Interlocal Agreement. Each party further agrees to defend the other and their authorized agents and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or connection with the acts or activities authorized by this

Interlocal Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the other or its authorized agents and employees. PROVIDED further, that if the claims or damages are caused by or result from the concurrent negligence of each party and their agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the other's concurrent negligence. The District specifically agrees to defend and hold City harmless from any claims, actions, costs, damages, or expenses of any nature including the costs of legal defense in the event that any action is brought challenging the authority, validity, legality or constitutionality of school impact fees charged or to be charged under Ordinance M-4223.

THE CITY OF VANCOUVER,
WASHINGTON

BATTLEGROUND SCHOOL DISTRICT

Eric Holmes, City Manager

District Board President

Date: _____

Date: _____

Attest:

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

District Superintendent

Approved as to form:

Approved as to form:

E. Bronson Potter, City Attorney

Attorney for the District



Staff Report 111-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/16/2018

SUBJECT Addendum to City Manager Employment Agreement

Key Points

- The employment agreement between the City and the City Manager calls for an annual performance evaluation and compensation adjustment.
- Council conducted the evaluation during June and July 2018.
- Based on the evaluation, a compensation adjustment of 5.9% is being proposed.

Strategic Plan Alignment

N/A

Present Situation

Council Policy 100-31A, as well as the employment agreement between the City and the City Manager, calls for an annual performance evaluation and compensation adjustment. Council conducted the evaluation during June and July 2018. Based on the evaluation, a compensation adjustment of 5.9% is reflected in the addendum.

Advantage(s)

Approval of this Addendum would fulfill the Council's obligation to annually evaluate the performance and compensation of the City Manager.

Disadvantage(s)

The cost of the adjustment is \$14,104.07 per year.

Budget Impact

None. There is sufficient capacity to cover the cost of the adjustment in the context of the current approved budget, which is approximately \$500 million annually.

Prior Council Review

Council reviewed the performance of the City Manager in executive session on July 9, 2018.

Action Requested

Approve the Addendum to City Manager Employment Agreement and authorize the Mayor to execute the same.

Bronson Potter, City Attorney, 487-8500

ATTACHMENTS:

- ▣ Addendum to City Manager Employment Agreement

ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT

This is an Addendum to the Employment Agreement between the City of Vancouver and Eric Holmes, City Manager, dated November 1, 2010, as last amended by Addendum dated August 14, 2017. Changes in the Employment Agreement are authorized to be accomplished by a written addendum signed by both parties.

WHEREAS, the City Manager Employment Agreement provides for a performance evaluation of the Manager on an annual basis; and

WHEREAS, the performance evaluation was initiated in June 2018 and completed on July 9, 2018; and

WHEREAS, based on the Manager's excellent performance during his previous year of employment, Council has authorized certain changes in compensation and benefits reflected herein, effective June 1, 2018; and

WHEREAS, such changes were approved by the City Council in open public meeting on July 16, 2018.

NOW THEREFORE, the City Manager Employment Agreement is hereby modified as follows:

1. Section 3 (A) is hereby further amended to provide that the City Manager's base salary shall increase from \$239,052.00 to \$253,156.07 which reflects a 5.9% increase.
2. Section 4 is hereby further amended to provide that the base salary by which to compute the amount of deferred compensation to be paid annually shall increase from \$239,052.00 to \$253,156.07.
3. This Addendum in no way alters any other provisions of the City Manager Employment Agreement dated November 1, 2010, or as subsequently amended.
4. This Addendum shall be effective as of June 1, 2018.

DATED this _____ day of July, 2018.

CITY OF VANCOUVER, a municipal corporation

ERIC HOLMES, City Manager

By: _____
Anne McEnery-Ogle, Mayor

By: _____
Eric Holmes

APPROVED AS TO FORM:

ATTEST:

E. Bronson Potter, City Attorney

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk



Staff Report 112-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/16/2018

SUBJECT Amendment to Lease Agreement, Groove Nation, Inc.

Key Points

- Groove Nation, Inc. ("Groove Nation") entered a Lease Agreement on July 22, 2016, which was amended September 29, 2016, under which it leases approximately 14,585 square feet in the Town Plaza shopping center, 5403 & 5411 East Mill Plain Blvd.
- The City purchased the property on June 28, 2017, and assumed the rights and obligations under the Lease Agreement.
- City staff and Groove Nation now wish to amend the Lease Agreement to: (1) shorten the duration of the Lease Agreement; and (2) reduce the space leased by Groove Nation to 10,759 square feet.

Strategic Plan Alignment

N/A

Present Situation

Groove Nation is currently renting approximately 14,585 square feet in the Town Plaza shopping center. The City purchased the Town Plaza and assumed Groove Nation's Lease Agreement on June 28, 2017. The lease has a termination date of February 28, 2022, and, providing Groove Nation is not in default under the Lease Agreement, includes one option to extend for an additional five-year period if exercised between twelve and nine months before the lease termination date.

Groove Nation and City staff have negotiated an amendment to the Lease Agreement in connection with discussions regarding Groove Nation's tenant account and a dispute concerning the lease. In light of the City's future plans to redevelop the Town Plaza property, as well as the costs associated with maintaining the current buildings, the City has an interest in early termination of the lease. City staff would like to amend the lease term by executing an Amendment to Office Lease Agreement, setting the lease termination at midnight on December 31, 2019, with no option to renew. Groove Nation and the City may agree to a month-to-month tenancy following expiration of the amended lease, depending on the City's plans for the property as of December 2019.

Groove Nation and City staff would also like to reduce the square footage of space occupied by Groove Nation to ensure Groove Nation can meet its tenant obligations going forward.

Advantage(s)

1. The City will have greater flexibility concerning the space leased by Groove Nation, including the ability to move forward with future plans for the property.
2. Authorizing the City Manager to execute the amendment will help ensure timely payment of amounts that Groove Nation owes under the Lease Agreement and of rent payments in the future.

Disadvantage(s)

Loss in rent revenue, the amount of which depends on multiple variables, including the City's future plans for the property and whether the City and Groove Nation enter a month-to-month tenancy agreement after December 31, 2019, if the City's plans remain on hold on that date.

Budget Impact

There is no immediate impact on the budget because Groove Nation will continue to lease the property as anticipated through the end of 2019 and Council authorized the operating and capital budget for this building in the 2017 fall supplemental budget. The operating and capital costs associated with this property after December 31, 2019, will be brought forward to Council as part of the 2019/2020 Biennial Budget adoption.

Prior Council Review

None

Action Requested

Approve the Amendment to Office Lease Agreement with Groove Nation, Inc., and authorize the City Manager or his designee to execute the Amendment to Lease Agreement.

Sara Baynard-Cooke, Assistant City Attorney, 487-8500

ATTACHMENTS:

- ▣ Amendment to Lease Agreement

AMENDMENT TO OFFICE LEASE AGREEMENT

THIS AMENDMENT TO OFFICE LEASE AGREEMENT ("Amendment"), is made and entered into as of July __, 2018 by and between CITY OF VANCOUVER, a Washington municipal corporation ("Landlord") and GROOVE NATION, INC., a Washington Corporation ("Tenant"), with the consent of ROSE SEM, an individual, and BEAU SEM, an individual (collectively "Guarantors").

RECITALS:

A. Tenant and 5403 & 5411 East Mill Plain Boulevard Holdings, LLC entered an Office Lease Agreement dated July 22, 2016, which was amended by a Commencement Date Memorandum dated September 29, 2016 (collectively referred to as "Lease Agreement"); and

B. Under the Lease Agreement, Tenant leases approximately 14,585 Rentable Square Feet in a shopping center commonly known as Town Plaza with an address of 5403 & 5411 East Mill Plain Blvd., Vancouver, Washington; and

C. Guarantors guaranteed the obligations of Tenant under the Lease Agreement; and

D. Landlord is the successor-in-interest to the previous landlord and is the owner of the property leased and holds the interest of the "Landlord" under the Lease Agreement; and

E. Landlord and Tenant have negotiated a dispute concerning the Lease Agreement and as partial consideration for resolving the dispute have agreed to amend certain terms of the Lease Agreement; and

F. Tenant and Landlord have agreed to amend the term of the Lease Agreement so that the lease term expires on December 31, 2019, with no option to renew; and

I. Tenant and Landlord have agreed to reduce the space leased by Tenant to 10,759 Rentable Square Feet, as depicted on Exhibit 1, effective August 1, 2018.

AGREEMENT

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the Tenant, Landlord, and Guarantors:

1. Termination of Lease. The duration of the Lease Agreement, as set forth in Section 2 of the Commencement Date Memorandum is hereby amended. The Termination Date is now December 31, 2019. Any holding over by the Tenant after December 31, 2019 shall be at the sole discretion of Landlord and shall be as tenant from month-to-month only.

2. No Renewal Option. Tenant shall have no option to extend the lease term through renewal. Article 1.2 of the Office Lease Agreement is amended to strike out reference to Exhibit G, and Exhibit G is deleted in its entirety.

3. Premises. The Rentable Square Footage of the Premises, as set forth in the Office Lease Agreement, shall be reduced from 14,585 Rentable Square Feet to 10,759 Rentable Square Feet, as depicted in Exhibit 1, beginning on August 1, 2018. Article 1.1(e) of the Office Lease Agreement is hereby amended by adding the following text after the existing text:

Effective on August 1, 2018, the Premises is reduced from 14,585 Rentable Square Feet to 10,759 Rentable Square Feet as depicted on Exhibit 1 attached hereto for identification purposes only. Notwithstanding anything to the contrary contained herein, beginning on August 1, 2018 and continuing until expiration of the lease term, for purposes of calculating Minimum Monthly Rent and Tenant's Share, 10,759 Rentable Square Feet shall be used as the Rentable Square Footage of the Premises in all such calculations, which represents the revised Rentable Square Footage of Suite 15 of the Building, plus one-half of the Rentable Square Footage of the shared restroom area.

Article 2.2(d) of the Office Lease Agreement is hereby amended by adding the following text after the existing text:

Effective August 1, 2018, the parties hereby acknowledge and agree that the Premises is 10,759 Rentable Square Feet consistent with Article 1.1(e).

4. The schedule of Minimum Monthly Rent, as set forth under Article 1.1(f) of the Office Lease Agreement, as amended by Section 3 of the Commencement Date Memorandum, is hereby deleted in its entirety and replaced with the following:

- 9/1/2016 to 12/31/2016: \$0*
- 1/01/2017 to 12/31/2017: \$11,546.46
- 01/01/2018 to 7/31/2018: \$12,761.88
- 8/01/2018 to 12/31/2018: \$9,414.13
- 1/01/2019 to 12/31/2019: \$9,862.42

Landlord, Tenant and Guarantors have executed and delivered this Amendment as of July__, 2018.

TENANT

Groove Nation, Inc.

By: _____

Title: _____

Date: _____

STATE OF WASHINGTON

COUNTY OF _____

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the _____ of Groove Nation, Inc., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that Groove Nation authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and seal the day and year first above written.

.

Notary Public residing at _____

Printed Name: _____

My Commission Expires:

LANDLORD

The City of Vancouver

By: _____

Eric Holmes, City Manager

Date: _____

Approved as to Form:

E. Bronson Potter, City Attorney

STATE OF WASHINGTON
COUNTY OF _____

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric Holmes, to me known to be the City Manager for the City of Vancouver, Washington, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said City, for the uses and purposes therein mentioned, and on oath stated that the City of Vancouver authorized him to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and seal the day and year first above written.

.

Notary Public residing at _____

Printed Name: _____

My Commission Expires:

ROSE SEM, GUARANTOR

By: _____

Date: _____

STATE OF WASHINGTON
COUNTY OF _____

On this day personally appeared before me Rose Sem, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this _____ day of _____, 2018.

Notary Public residing at _____

Printed Name: _____

My Commission Expires:

BEAU SEM, GUARANTOR

By: _____

Date: _____

STATE OF WASHINGTON

COUNTY OF _____

On this day personally appeared before me Beau Sem, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

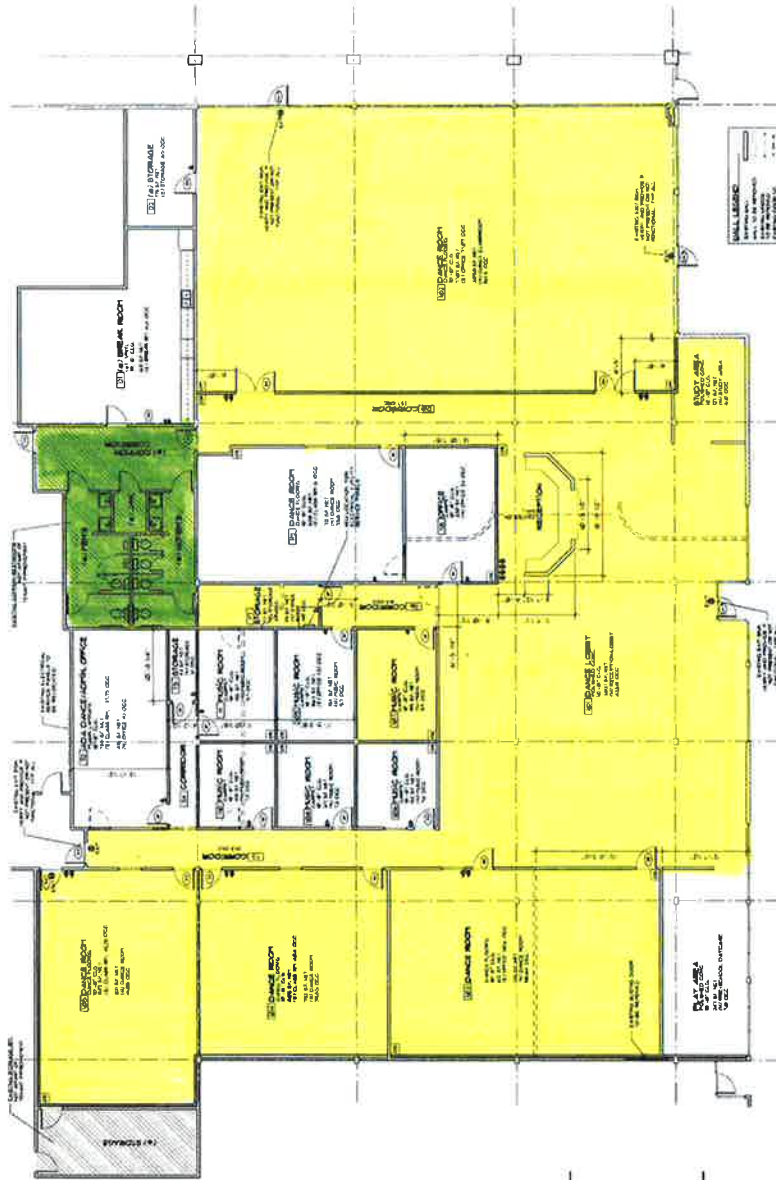
Given under my hand and seal of office this _____ day of _____, 2018.

Notary Public residing at _____

Printed Name: _____

My Commission Expires:

EXHIBIT 1



GROOVE NATION - TENANT FLOOR PLAN
SCALE: 1/8" = 1'-0"
TENANT IMMOVABLE ASSET

8102101/L



SECTION



RIGHT_SIDE_ELEVATION



REAR ELEVATION



FRONT ELEVATION

GROOVE NATION - RECEPTION DESK
SCALE: 1/4" = 1'-0"



Item #9.

TO: Mayor and City Council

FROM: Natasha Ramras, Chief Financial Officer

DATE: 7/16/2018

SUBJECT Approval of Claim Vouchers

Action Requested

Approve claim vouchers for July 16, 2018.

(Copy available upon request)

ATTACHMENTS:

▯ 07.16.18 claim

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:

\$ **2,384,068.53** this 16th day of July 2018.

MAYOR


AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
July 3 - July 9	Accounts Payable Checks (see attached)	\$ 2,374,336.85
July 3 - July 9	Visa Refunds (see attached)	\$ 8,123.50
July 3 - July 9	Payroll Checks (see attached)	\$ 1,608.18
TOTAL		\$ 2,384,068.53

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
119636	03-Jul-2018	87,697.99	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** WEEKLY CLAIMS, WEEK 4 OF JUNE
119637	03-Jul-2018	170.94	HEALTH SMART BENEFITS SOLUTIONS INC	***WIRE*** WEEKLY CLAIMS, WEEK 4 OF JUNE
119639	05-Jul-2018	66,224.84	GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 41393679
119640	05-Jul-2018	532,924.00	REACH ISABELLA COURT LLC	***WIRE*** PROJ 221106 - 18JUL - ISABELLA COURT PHS II - AFFORDABLE HOUSING FUND
592467	05-Jul-2018	(4.00)	A-CHECK AMERICA INC	CREDIT FOR OVERBILL ON INV 59-0537981 IN THIS BATCH - PER VENDOR STATEMENT DATED 05/15/18 - CUST 00178340-0000 - 18JAN - EMPLOYMENT SCREENING SERVICES - HR
592467	05-Jul-2018	2,770.50	A-CHECK AMERICA INC	CUST 00178340-0000 - 18MAY - EMPLOYMENT SCREENING SERVICES - HR
592468	05-Jul-2018	3,162.41	ABM ON-SITE SERVICES WEST INC	JOB 31062242 - CUST 6631793 - EXTRA JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18MAY - OP CENTER
592469	05-Jul-2018	3,300.00	ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 06/02/18 - INFO TECH - RECEIPT 135267 BY J SCHOESSLER PER E-MAIL
592469	05-Jul-2018	4,125.00	ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 06/09/18 - INFO TECH - RECEIPT 135324 BY J SCHOESSLER PER E-MAIL
592470	05-Jul-2018	55.10	ADT LLC	PERMIT WITHDRAWN
592471	05-Jul-2018	28,736.84	ADVANCED BROADCAST SOLUTIONS	SO 13200 - ROSS VIDEO LIMITED/APANTAC PRODUCTS - MEDIA SERVICES
592472	05-Jul-2018	26.88	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 05/10/18 - FIRE STATION 5
592473	05-Jul-2018	6.73	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 POLICE MEDICAL CLAIMS
592474	05-Jul-2018	571.43	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 FIRE MEDICAL CLAIMS
592475	05-Jul-2018	5,971.75	ALTA PLANNING & DESIGN	PROJ 00-2017-425 - SIDEWALK MAINTENANCE PROGRAM DEVELOPMENT - THRU 05/31/18 - CDD - RECEIPT 135393 BY B THOMAS PER E-MAIL
592476	05-Jul-2018	576.00	Anderson, Jack W	CONTACT AND INTERVIEW W/SUSPECT
592477	05-Jul-2018	157.50	ANDREW JEFFERS DBA JEFFERS PHOTOGRAPHY	EDITING/HEADSHOTS/SOURCE PHOTOS - 06/10/18 - CED
592477	05-Jul-2018	285.00	ANDREW JEFFERS DBA JEFFERS PHOTOGRAPHY	EDITING/PHOTO SHOOTING - WATER QUALITY REPORT - THRU 06/10/18 - OP CENTER
592478	05-Jul-2018	3,767.50	ANDREW JEFFERS DBA JEFFERS PHOTOGRAPHY	EDITING/PHOTO SHOOTING/INTERNAL WORK - 18JUN - CMO
592479	05-Jul-2018	243.90	ANNAS CONSULTANTS INC	RE-CALIBRATE CO MONITOR PER 90-DAY SCHEDULE - THRU 06/08/18 - FIRE 4 - PO 89815/ RECEIPT 135391 BY C NELSON PER E-MAIL
592480	05-Jul-2018	324.78	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL/UNIFORM CLEANING SERVICES
592481	05-Jul-2018	379.40	ARBORSCAPE LTD INC	06/01/18 - TRIM FILBERT TREE/REMOVE BLACKBERRY VINES - NEAR 5112 NE 63RD AVE - OP CENTER
592482	05-Jul-2018	15,357.90	ARONSON SECURITY GROUP	SUMMARY: HELP DESK, CAMERA MAINT, SECURITY
592483	05-Jul-2018	134.70	AT&T MOBILITY II LLC	ACCOUNT # 287238238360 - 5/17/18 - 6/16/18 - IT
592484	05-Jul-2018	5,785.00	BAKER CREW CONSULTING	CDR SUPPORT PROJECT - DESIGN/CONFIGURATION - THRU 05/31/18 - CDD - RECEIPT 135367 BY B THOMAS PER E-MAIL
592485	05-Jul-2018	57.75	Beach, Jason M.	RILEA 2018
592486	05-Jul-2018	19,000.00	BERRY DUNN MCNEIL & PARKER LLC	CLIENT 111225.40 - DEVELOPMENT OF STRATEGIC IT PLAN - THRU 06/07/18 - INFO TECH
592487	05-Jul-2018	247.16	Billingsley, Brian D	SUSPECT INTERVIEW IN CALIFORNIA
592488	05-Jul-2018	1,750.00	BOND LOGISTIX LLC AKA BLX GROUP LLC	LIMITED TAX GENERAL OBLIGATION BONDS 2008 - THRU 06/01/18 - TREASURY
592489	05-Jul-2018	1,177.22	BOUND TREE MEDICAL LLC	ACCT 109894 - ORDER 99892720 - MEDICAL SUPPLIES - FIRE
592490	05-Jul-2018	57.75	Brinski, Mark W	RILEA 2018
592491	05-Jul-2018	275.00	BSK ASSOCIATES	CLIENT VANCO8428 - WO V8F0058 - SAMPLE TESTING SERVICES - PCE & TCE ONLY - 06/05/18 - OP CENTER - RECEIPT 135342 BY M CORRELL PER E-MAIL

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
592492	05-Jul-2018	1,239.54	BURLINGTON NORTHERN SANTA FE	CONTR 40231883 - LEASE - SEWER PIPELINE @ VANCOUVER WA SS 3 + 50 - 07/01/18-06/30/19 - MP ENG
592493	05-Jul-2018	355.44	CAMAS SCHOOL DISTRICT #117	05/18/18 - TRANSPORTATION CHARGES - D FOX/PRUNE HILL ELEMENTARY SCHOOLS - WATERSHED CONGRESS - WREC
592494	05-Jul-2018	762.50	CASCADE CENTERS INC	ORGANIZATIONAL DEVELOPMENT MEDIATION - 05/17/18 - HR/CDD - RECEIPT 135490 BY B THOMAS PER E-MAIL
592494	05-Jul-2018	4,848.80	CASCADE CENTERS INC	PROJ EAP AB - MONTHLY EMPLOYEE ASSISTANCE PROGRAM - 18JUL - HR - RECEIPT 135717 BY A BAFUS PER E-MAIL
592495	05-Jul-2018	5,931.65	CASCADE COLUMBIA DISTRIBUTION	CUST 03481 - SODIUM FLORIDE - OPS CENTER
592496	05-Jul-2018	120.00	CASCADE SOUTHEAST NEIGHBORHOOD ASSOCIATION	2018 COMPLETION OF THE RECYCLING 101 PROGRAM - SOLID WASTE
592497	05-Jul-2018	2,692.50	CEDARSCAPE CONSTRUCTION	SCIP CONTRACTOR PMT - DELRIO (12614 SE 11TH ST)
592498	05-Jul-2018	4,749.29	CH2M HILL INC	CUST 003143 - PROJ 667093 - SEWER INTERCEPTOR CONDITION ASSESSMENT - THRU 05/25/18 - MP ENG - RECEIPT 135348 BY L JONES PER E-MAIL
592499	05-Jul-2018	102.00	Chick, Jesse L	CDL RENEWAL ON LICENSE
592500	05-Jul-2018	127.63	CINTAS CORP NO 2	CUST 6587 - ACCT 06587 - LOC F80 - EXTINGUISHER INSPECTION/SERVICE CHARGE - PEARSON AIRFIELD - RECEIPT 135219 BY K PECK
592501	05-Jul-2018	586.87	CITY OF BATTLE GROUND	GRANT 620095 - STATEWIDE DUI - 06/12/18-06/13/18 - VPD - RECEIPT 135641 BY A CARMAN PER E-MAIL
592502	05-Jul-2018	126.50	CITY OF VANCOUVER	REGISTRATIONS AND PLATES FOR MULTIPLE FLEET VEHICLES
592503	05-Jul-2018	1,908.61	CITY OF WASHOUGAL	GRANT 620095 - STATEWIDE DUI - 18JUN - VPD
592504	05-Jul-2018	343.83	CLARK COUNTY	GRANT 620095 - STATEWIDE DUI - 18MAY - VPD - RECEIPT 135639 BY A CARMAN PER E-MAIL
592505	05-Jul-2018	200.00	CLARK COUNTY	CUST 1810 - PUBLIC UTILITY PERMITS - 18MAY - OPS CENTER
592505	05-Jul-2018	10,000.00	CLARK COUNTY	CUST 1814 - 2018 VANCOUVER LAKE WATERSHED PARTNERSHIP CONTRIBUTION - ENGINEERING
592506	05-Jul-2018	100,984.15	CLARK PUBLIC UTILITIES	SUMMARY: ELECTRICITY
592513				
592514	05-Jul-2018	980.73	CLARK REGIONAL EMERGENCY SERVICES AGENCY	SUMMARY: STATEWIDE DUI - VPD
592515	05-Jul-2018	1,772.67	Clary, Tyler Wayne	NATIONAL AWWA CONFERENCE VEGAS
592516	05-Jul-2018	3,600.00	COLLIERS INTL VALUATION & ADVISORY SERVICES LLC	JOB VAN180028 - APPRAISAL SERVICES - COMMERCIAL LAND - SE 192ND AVE & SE 41ST DR - FACILITIES
592517	05-Jul-2018	211.94	COLUMBIA LANGUAGE SERVICES INC	05/02/18 - INTERPRETING SERVICES - CDD - RECEIPT 135395 BY B THOMAS PER E-MAIL
592517	05-Jul-2018	260.00	COLUMBIA LANGUAGE SERVICES INC	05/22/18 - INTERPRETING SERVICES - CDD - RECEIPT 135390 BY B THOMAS PER E-MAIL
592518	05-Jul-2018	28,037.93	COLUMBIA RIVER MENTAL HEALTH	PROJ 414537 - FACILITY PRESERVATION - 18APR - CDBG FUNDING
592519	05-Jul-2018	14,409.64	COMCAST CABLE COMMUNICATIONS INC	SUMMARY: CABLE AND INTERNET SERVICES
592524				
592525	05-Jul-2018	133.55	CONSOLIDATED SUPPLY CO	CUST 23132 - OPERATING SUPPLIES - OPS CENTER
592526	05-Jul-2018	1,476.40	CORE & MAIN LP	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
592527	05-Jul-2018	211.57	CORPORATE TRANSLATION SVCS INC	CLIENT ID 15540 - INTERPRETER SERVICES - 18MAY - VPD
592528	05-Jul-2018	100.00	COUNTRYSIDE WOODS NEIGHBORHOOD ASSN	2018 PARTICIPATION IN THE RESOURCE CONSERATION CHALLENGE - SOLID WASTE
592529	05-Jul-2018	547.50	COVANTA SUSTAINABLE SOLUTIONS LLC	CUST COV36290 - CONFIDENTIAL MATERIAL DISPOSAL - 06/07/18 - VPD
592530	05-Jul-2018	55.10	CROWN ELECTRIC	PERMIT WITHDRAWN
592531	05-Jul-2018	36,235.12	CUES INC	SO000655708 - TM600 TRANSPORTER ASSY - EQUIP SERVICES

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
592532	05-Jul-2018	346.88	DATABAR INC	6X9 ENVELOPES - MP ENGINEERING
592533	05-Jul-2018	129.00	DEPT OF LABOR AND INDUSTRIES	2018 OPERATING PERMIT RENEWAL - 05/01/18-05/01/19 - TOWN PLAZA - 5411 E MILL PLAIN BLVD - OP CENTER
592534	05-Jul-2018	234.80	DEX MEDIA WEST	ADVERTISING-PARK HILL CEMETERY
592535	05-Jul-2018	417.87	DKS ASSOCIATES	PROJ 16117-006 - 42ND & ST JAMES SIGNAL DESIGN - THRU 05/31/18 - TRANSPORTATION - RECEIPT 135404 BY H VASKELIS
592536	05-Jul-2018	1,024.60	DSU PETERBILT & GMC INC	ACCT 53317 - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
592537	05-Jul-2018	3,794.00	EARTHWORKS EXCAVATING	SCIP CONTRACTOR PMT- PINE (12407 NE 81ST ST)
592537	05-Jul-2018	8,346.80	EARTHWORKS EXCAVATING	SCIP CONTRACTOR PMT- REUDI (7116 NE 47TH AVE)
592538	05-Jul-2018	4,158.50	ERICKSON STRUCTURAL CONSULTING ENGINEERS PC	05/31/18 - PLAN REVIEW SERVICES - CMI-238570 - HOTEL INDIGO - CED - RECEIPT 135468 BY B THOMAS PER E-MAIL
592539	05-Jul-2018	44.46	Erickson, Tara M	COV LOCAL MILEAGE
592540	05-Jul-2018	2,236.50	ESIX SPORSTWEAR INC	PUBLIC WORKS UNIFORMS/PROTECTIVE CLOTHING - OP CENTER
592541	05-Jul-2018	199.94	EVERGREEN SCHOOL DISTRICT #114	05/18/18 - FIELD TRIP CHARGES - 1 EA - YORK TO WSU VANCOUVER - WREC
592542	05-Jul-2018	850.00	EXAMWORKS INC	CUST 1-BMWHT - MANDATORY INSURER REPORTING - 18JUN - RISK
592543	05-Jul-2018	11,477.29	EXCELTECH CONSULTING INC	PROJ 1808 - VARIOUS PROJECTS - THRU 05/31/18 - CONSTRUCTION - RECEIPT 135253 BY L PETERSEN PER E-MAIL
592544	05-Jul-2018	644.98	F A BARTLETT TREE EXPERT CO	ACCT 0518935 - APPLY SYSTEMIC ROOT FLARE INJECTION TREATMENT - 2 TREES - THRU 04/18/18 - URBAN FORESTRY - RECEIPT 134575 BY K ELLIOTT PER E-MAIL
592544	05-Jul-2018	1,424.38	F A BARTLETT TREE EXPERT CO	ACCT 0519215 - TREE/PLANT INSTALLATION SERVICES WITH 5-YR GUARANTEE - 2 PLANTS - CENTER MEDIAN AT 15000 MILL PLAIN BLVD - THRU 04/02/18 - URBAN FORESTRY - RECEIPT 134358 BY K ELLIOTT PER E-MAIL
592544	05-Jul-2018	15,230.20	F A BARTLETT TREE EXPERT CO	ACCT 0519215 - TREE/PLANT INSTALLATION SERVICES WITH 5-YR GUARANTEE - 25 TREES - ROOSEVELT ELEMENTARY SCHOOL - THRU 03/30/18 - URBAN FORESTRY - RECEIPT 134222 BY K ELLIOTT PER E-MAIL
592545	05-Jul-2018	790.80	FERGUSON ENTERPRISES INC	CUST 51216 - OPERATING SUPPLIES - OPS CENTER
592546	05-Jul-2018	10,127.97	FERGUSON ENTERPRISES INC	CUST 46835 - OPERATING SUPPLIES
592547	05-Jul-2018	67.78	Fields, James B	GAS REIMBURSEMENT
592548	05-Jul-2018	617.88	FIRST CALL SEPTIC SERVICES	SCIP CONTRACTOR PMT - DELRIO (12614 SE 11TH ST)
592549	05-Jul-2018	10.00	Foster, Amy N	CLARK COLLEGE OVV GRANT
592550	05-Jul-2018	40.69	FRONTIER COMMUNICATIONS	ACCT 253-007-9377-072604-5 - 05/20/18-06/19/18 - FISHERS GROVE LIFT STATION
592550	05-Jul-2018	40.69	FRONTIER COMMUNICATIONS	WESTRIDGE PUMP STATION
592551	05-Jul-2018	6,519.00	GALLAGHER BASSETT SERVICES INC	CONTR 00423500107 - CLIENT C004235000 - MONTHLY CLAIMS ADMIN SERVICE FEE - THRU 07/30/18 - RISK
592552	05-Jul-2018	17,796.68	GENERAL TRAILER PARTS	FABRICATION OF MADE TO FIT TOOLBOXES FOR FIRE APP-77 & APP-77T FOAM TENDER - EQUIP SERVICES
592553	05-Jul-2018	2,156.02	GENUINE PARTS COMPANY	CUST 7970 - 18JUN - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
592553	05-Jul-2018	133.36	GENUINE PARTS COMPANY	CUST 7970 - 18MAY - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
592554	05-Jul-2018	211.39	GEORGE ELEVATOR SERVICE LLC	06/08/18 - TROUBLESHOOT CARD READERS - CITY HALL - OP CENTER - RECEIPT 135336 BY P NEWTON PER E-MAIL
592555	05-Jul-2018	70.00	Gomez, Franklin Nelson	DARC TRAINING
592556	05-Jul-2018	281.66	GORDON TRUCK CENTERS	CUST 96056 - 18JUN - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
592557	05-Jul-2018	43,958.63	HARPER HOUF PETERSON RIGHELLIS INC	SUMMARY: NORTH IMAGE PARK - COMPLETE STREETS PILOT PROJECT

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
592558	05-Jul-2018	1,344.00	HDR ENGINEERING INC	PROJ 10080977 - RIGHT OF WAY ACQUISITION SERVICES-EVERGREEN HWY & 102ND CRT CULVERT REPLACEMENT - THRU 05/26/18 - MP ENG - RECEIPT 135416 BY L JONES
592558	05-Jul-2018	19,492.31	HDR ENGINEERING INC	PROJ 10107594 - 32ND AVE/IND ACCESS FEASIBILITY STUDY - THRU 05/26/18 - CED - RECEIPT 135307 BY B THOMAS PER E-MAIL
592559	05-Jul-2018	7,800.00	HOUSTON ENGINEERING INC	PROJ R010005-0001 - SOFTWARE SUBSCRIPTION/PROFESSIONAL SERVICES - THRU 06/04/18 - INFO TECH
592560	05-Jul-2018	1,570.00	INVINTUS MEDIA INC	SYSTEM MAINTENANCE AGREEMENT/PERSISTENT STREAMING/HOSTING OF CMTV WEBSITE - THRU 05/31/18 - MEDIA SERVICES
592561	05-Jul-2018	3,000.00	JCI JONES CHEMICALS INC	ORDER 559138 - CHLORINE 150 LB CYLINDERS - 15 EA - OP CENTER
592562	05-Jul-2018	105.00	JUDITH L BUFFORD	18APR - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - CITY - WREC
592562	05-Jul-2018	4,011.00	JUDITH L BUFFORD	18APR - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - COUNTY - WREC
592563	05-Jul-2018	4,990.00	KEITHS SPORTING GOODS INC	OPERATING SUPPLIES - VPD
592564	05-Jul-2018	1,458.98	KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 06/24/18 - IT - RECEIPT 135670 BY J SCHOESSLER PER E-MAIL
592565	05-Jul-2018	324.94	LANDMARK FORD	ACCT 5294 - PARTS FOR CITY EQUIPMENT - EQUIP SERVICES
592566	05-Jul-2018	74.67	Lazzaretto, Nicholas M	MERTS SHIPBOARD FIRE TRAINING
592567	05-Jul-2018	594.48	Letarte, Edward	TOP COPS AWARDS
592568	05-Jul-2018	120.00	LINCOLN NEIGHBORHOOD ASSN	2018 COMPLETETION OF THE RECYCLING 101 PROGRAM - SOLID WASTE
592569	05-Jul-2018	636.40	LISA HOWELL DBA STRATEGIC VISUALS	05/09/18 - GRAPHIC DESIGN/LAYOUT/CREATIVE SERVICES - SUMMER PROMO & BEST SUMMER EVER CAMPAIGNS - PARKS
592570	05-Jul-2018	32,641.60	MACKAY & SPOSITO INC	SUMMARY: TRANSPORTATION JUN18
592571	05-Jul-2018	19,730.43	MACKENZIE ENGINEERING INC	PROJ 2160446.00 - VANCOUVER OPERATIONS CENTER - THRU 05/27/18 - FACILITIES - RECEIPT 135493 BY S TURK PER E-MAIL
592571	05-Jul-2018	6,197.54	MACKENZIE ENGINEERING INC	PROJ 2170636.00 - VANCOUVER FACILITIES PROGRAMMING - THRU 05/27/18 - FACILITIES/CITY HALL
592572	05-Jul-2018	1,533.39	MALLORY SAFETY & SUPPLY LLC	CUST 16345 - ORDER 2280271 - OPERATING SUPPLIES - OPS CENTER
592573	05-Jul-2018	585.36	MANS BEST FRIEND INC	K9 OFFICER SUPPLIES - VPD
592573	05-Jul-2018	300.00	MANS BEST FRIEND INC	K9 OFFICER TRAINING - VPD
592574	05-Jul-2018	118.40	Martel, Douglas M	BOOT REIMBURSEMENT
592575	05-Jul-2018	63,869.15	MATHER & SONS PUMP SERVICE INC	INV 0000012301 - 2018 SPRING WELL PUMP REPLACEMENT - EST 1 - THRU 05/30/18
592576	05-Jul-2018	390.00	MAUL FOSTER & ALONGI INC	PROJ 0363.06.03 - 2018 PHA UPDATE - THRU 03/31/18 - MP ENG
592576	05-Jul-2018	765.00	MAUL FOSTER & ALONGI INC	PROJ 0363.06.03 - 2018 PHA UPDATE - THRU 04/30/18 - MP ENG
592577	05-Jul-2018	2,500.00	MAXIMUS CONSULTING SERVICES INC	CUST WA0002 - MAXCARS TRAINING - 06/07/18 - FINANCE/IT
592578	05-Jul-2018	975.63	ME ULTRA LOUNGE	PARCEL 165912-000 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 10409 SE MILL PLAIN BLVD - SITE SEARCH/TIME/MILEAGE - 18JUN - CONSTRUCTION - RECEIPT 135718 BY L PETERSEN PER E-MAIL
592579	05-Jul-2018	20.00	MEGAN MORRELL	REFUND ALARM
592580	05-Jul-2018	265.00	MICHAEL R DOUGLAS	06/25/18 - ENTERTAINMENT SERVICES - DAY CAMP - PARKS
592581	05-Jul-2018	5,372.40	MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
592602				
592603	05-Jul-2018	6,273.00	MISCELLANEOUS	BINDING SITE PLAN WITHDRAWN
592604	05-Jul-2018	1,231.13	MOTUS RECRUITING & STAFFING INTL	MOORE ALAN - W/E 06/03/18 - PAYROLL WORK DAY PROJ
592604	05-Jul-2018	1,470.00	MOTUS RECRUITING & STAFFING INTL	MOORE ALAN - W/E 06/10/18 - PAYROLL WORK DAY PROJ
592605	05-Jul-2018	3,408.30	MUNICIPAL EMERGENCY SERVICES INC	CUST C63793 - POINT BLANK AXIIA AND ACCESSORIES - VPD

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
592606	05-Jul-2018	542.00	NATHANIEL WALLACE DBA NORTHWEST REMODEL & DESIGN	PROJ DOCUMENT ORGANIZATION - ADMINISTRATION SUPPORT - THRU 06/04/18 - OP CENTER
592607	05-Jul-2018	4,090.25	NET TRANSCRIPTS	CUST 20-VANCOUVERPD - TRANSCRIPTION SERVICES - 05/01/18-05/31/18 - VPD - RECEIPT 135708 BY A CARMAN PER E-MAIL
592608	05-Jul-2018	100.00	NORTHFIELD NEIGHBORHOOD ASSN	2018 PARTICIPATION IN THE RESOURCE CONSERATION CHALLENGE - SOLID WASTE
592609	05-Jul-2018	389.72	NORTHWEST CASCADE INC DBA HONEY BUCKET	SUMMARY: PORTA POTTY RENTALS
592610	05-Jul-2018	2,021.60	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 06/10/18
592611	05-Jul-2018	346.86	Nott, Cyler Lee	WWCP SESSION 2 6/25/18-6/27/18
592612	05-Jul-2018	1,972.88	OLDCASTLE PRECAST INC	CUST 020001137 - ORDER S135212 - OPERATING SUPPLIES - OP CENTER
592612	05-Jul-2018	2,811.03	OLDCASTLE PRECAST INC	CUST 020001137 - ORDER S136953 - OPERATING SUPPLIES - OP CENTER
592613	05-Jul-2018	426.83	ORCHARDS TOWING	SUMMARY: TOWING SERVICES
592614	05-Jul-2018	10,855.00	OVERTON SAFETY TRAINING INC	03/21/18-04/25/18 - ON-SITE SERVICE TRUCK CRANE OPERATOR QUALIFICATION - OP CENTER - RECEIPT 135663 BY P NEWTON PER E-MAIL
592615	05-Jul-2018	1,800.00	PACIFIC OUTDOOR ADVERTISING LLC	ACCT 2810 - CONTR 2692 - ADVERTISING SERVICES - BILLBOARD DUI CAMPAIGN ADS - NE ST JOHNS RD 75 FT N/O MIINNEHAHA RD & FOUTH PLAIN BLVD 260 FT E/O STAPLETON RD - 06/11/18-07/08/18 - VPD
592616	05-Jul-2018	238.38	PAPE MACHINERY	CUST 101272 - 18JUN - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
592617	05-Jul-2018	10.79	PETTY CASH CUSTODIAN	PETTY CASH REPLENISHMENT
592618	05-Jul-2018	17.37	PETTY CASH CUSTODIAN	ICE, SYRUP FOR SNOW CONE MAKER FOR TEEN CAMP FCC
592618	05-Jul-2018	19.91	PETTY CASH CUSTODIAN	PLAYGROUND BALLS AND PUMP FOR VTC JR LESSON PROGRAM
592619	05-Jul-2018	2,022.74	PFEIFERS MOBILE CONCRETE	SUMMARY: CONCRETE DELIVERY - OPS CENTER
592620	05-Jul-2018	4,963.62	PHYSIO CONTROL INC	ACCT 07176402 - SO C0249490-00 - QUARTERLY MAINTENANCE - 06/07/18-09/06/18 - AGREEMENT DS014743 - FIRE - RECEIPT 135450 BY C NELSON PER E-MAIL
592621	05-Jul-2018	200.00	PLUS FIVE TRIO	06/10/18 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS
592622	05-Jul-2018	738.00	PORTLAND ADVENTIST MEDICAL CENTER	18MAY - MEDICAL TESTING SERVICES - HR
592623	05-Jul-2018	2,339.72	PORTLAND MECHANICAL CONSTRUCTION INC	BROOKSIDE NORTH STORAGE HVAC REPLACEMENT - RETAINAGE RELEASE
592623	05-Jul-2018	6,721.69	PORTLAND MECHANICAL CONSTRUCTION INC	REPLACE BLOWER PARTS - VPD/EAST - 520 SE 155TH AVE - 05/22/18 - OP CENTER - RECEIPT 135280 BY P NEWTON PER E-MAIL
592624	05-Jul-2018	296.24	POTTER WEBSTER CO	SUMMARY: CUST 8108500 - PARTS FOR VEHICLE REPAIR AND EQUIPMENT - EQUIP SERVICES
592625	05-Jul-2018	218.50	PPC SOLUTIONS INC	CUST 2409 - SECURITY SERVICES - PATROL/LUEPKE CENTER - 06/02/18 - PARKS - RECEIPTED BY C VOGELZANG PER E-MAIL
592625	05-Jul-2018	276.00	PPC SOLUTIONS INC	CUST 2409 - SECURITY SERVICES - PATROL/WATERFRONT PARK - 06/02/18 - PARKS - RECEIPTED BY C VOGELZANG PER E-MAIL
592626	05-Jul-2018	110.00	PUBLIC SAFETY TESTING INC	05/06/18 - AGENCY APPLICANT ADD-ON CHARGES - VPD
592627	05-Jul-2018	698.84	QWEST CORP DBA CENTURY LINK	PDX LINES CITYWIDE
592628	05-Jul-2018	926.43	QWEST CORP DBA CENTURY LINK	ACCOUNT # 83755295 - 5/12/18 - 6/11/18 - CURRENT CHARGES - IT
592629	05-Jul-2018	76,356.96	REXEL INC	CUST 893595 - OPERATING SUPPLIES - OPS CENTER
592630	05-Jul-2018	238.50	RICHARD HEPPER	18JUN - WEEK 1 - SENIOR MESSENGER DELIVERY - MEDIA SERVICES
592631	05-Jul-2018	2,604.00	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - SHICK DAVID - W/E 06/01/18 - FINANCE
592632	05-Jul-2018	736.00	ROTSCHY INC	VAC TRUCK DUMP, ASPHALT IN
592632	05-Jul-2018	22,089.41	ROTSCHY INC	WATER STATION 14-ON SITE CHLORINATION SYSTEM - EST 4 - THRU 05/15/18
592633	05-Jul-2018	8.66	Scharff, Thomas P.U.	FPF IMPLEMENTATION
592634	05-Jul-2018	2,173.42	SCOTT BRABEC DBA BRABEC HOMES INC	18MAY - CONSULTING SERVICES - RE: SEABROOK - 1906 C ST - RISK
592635	05-Jul-2018	1,568.78	SEA REACH LTD	CLARK COUNTY POOR FARM SIGNAGE - SERVICES/PRODUCT - THRU 06/08/18 - CMO

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
592636	05-Jul-2018	4,064.84	SHARON RICE	HEARINGS EXAMINER SERVICES - MULTIPLE PROJECTS - ADVANCED FILE REVIEW/PUBLIC HEARING - THRU 06/08/18 - DRS - RECEIPT 135518 BY B THOMAS
592637	05-Jul-2018	9.09	SHRED IT USA LLC	CUST 13630245 - DOCUMENT DESTRUCTION - 06/01/18 - UTILITIES
592638	05-Jul-2018	139.50	Shrum, Michael E (Mike)	BOOT REIMBURSEMENT
592639	05-Jul-2018	250.00	SLO POKS	2018 GRANT - 2018 UPTOWN VILLAGE SHOW N SHINE HOSTED BY SLO POKS - CMO
592640	05-Jul-2018	340.69	SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47768823 - ACROBAT PROFESSIONAL V2017 NEW LICENSE - 1 EA - AGREEMENT 4600014240 - INFO TECH - RECEIPT 135349 BY J SCHOESSLER PER E-MAIL
592641	05-Jul-2018	4,792.50	SONIA LOPEZ DBA ACTION ONSITE INC	18MAY - INJURY ASSESSMENT TRAINING - OP CENTER - RECEIPT 135216 BY P NEWTON PER E-MAIL
592642	05-Jul-2018	2,276.40	SOUTHRIDGE STEEL FABRICATORS INC	SSF-TDSF TRAILHEAD DIRECTIONAL SIGH FRAMES - 2 EA - WAREHOUSE
592643	05-Jul-2018	810.00	SOUTHWEST OFFICIALS SERVICES INC	05/18/18-06/10/18 - YOUTH BASKETBALL OFFICIATING FEES - PARKS
592644	05-Jul-2018	1,561.00	STATE OF WASHINGTON STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES	PARCEL 38279929 - REAL PROPERTY VOUCHER - BRT CORRIDOR FORT VANCOUVER WAY/MCLOUGHLIN SIDEWALK INFILL/PED SIGNAL UPGRADE - 1800 MCLOUGHLIN BLVD - TCE - 18JUN - CONSTRUCTION
592645	05-Jul-2018	147.01	Sweyer, Douglas J	BOOT REIMBURSEMENT
592646	05-Jul-2018	590,143.17	TAPANI UNDERGROUND INC	WATERFRONT PARK TRAIL - EST 13 - THRU 05/31/18
592647	05-Jul-2018	125.25	Taylor, Denver Allen	TWIC REIMBURSEMENT
592648	05-Jul-2018	14,270.00	TEKSYSTEMS	SUMMARY: INFO TECH
592649	05-Jul-2018	1,075.50	TESTAMERICA LABORATORIES INC	CLIENT 1411092 - PROJ 58010839 - JOB J77383-1 - SAMPLE TESTING SERVICES - 05/18/18 - MP ENG - RECEIPT 135225 BY L JONES
592650	05-Jul-2018	161.00	THOMAS DENNISON	2017 UNCLAIMED PROPERTY
592651	05-Jul-2018	486.00	TILA MCCUTCHEON	18MAY - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - COUNTY - WREC
592652	05-Jul-2018	271.00	TRIPLE J ENTERPRISES	06/07/18 - TOWING - '79 ITASCA SUNDANCER - LIC H939268 - FROM E 39TH ST & P ST TO 2511 NE 65TH AVE #B (LOT 1) - VPD
592653	05-Jul-2018	468.29	UNITED ELECTRIC LLC	UNHOOK/RE-INSTALL POWER TO CARD READER PANEL - THRU 05/30/18 - VPD/EVIDENCE - 2325 W MILL PLAIN - OP CENTER
592654	05-Jul-2018	21.44	UNITED PARCEL SERVICE	18JUN - SHIPPER #856018 - SERVICE CHARGE - OPS CENTER
592655	05-Jul-2018	281.05	UNITED PARCEL SERVICE	18JUN - SHIPPER #856018 - SERVICE CHARGE - OPS CENTER
592656	05-Jul-2018	2,085.29	UNIVAR USA INC	CUST 107817 - ORDER 198911 - CAUSTIC SODA - OPS CENTER
592657	05-Jul-2018	144.50	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	ROUTE 4-1 2 - DEODORIZING SERVICE - THRU 06/05/18 - TOWN PLAZA - 5411 E MILL PLAIN BLVD - OP CENTER - RECEIPT 135506 BY P NEWTON PER E-MAIL
592658	05-Jul-2018	1,758.13	VANCOUVER SCHOOL DISTRICT #37	05/18/17 - SUBSTITUTE TEACHER COSTS - 11 EA - WATERSHED CONGRESS - WREC - RECEIPT 135405 BY K ELLIOTT PER E-MAIL
592658	05-Jul-2018	641.57	VANCOUVER SCHOOL DISTRICT #37	05/18/18 - TRANSPORTATION COSTS - WATERSHED CONGRESS - WREC
592659	05-Jul-2018	8,475.00	VANCOUVER SLOW PITCH UMPIRES ASSN	18JUN - SPORTS OFFICIATING - PARKS
592660	05-Jul-2018	4,000.00	VANCOUVER SYMPHONY ORCHESTRA	2018 SUMMER CONCERT SPONSORSHIP - PARKS ADMIN
592661	05-Jul-2018	11,117.24	VANCOUVERCENTER CONDOMINIUM ASSOCIATION	18MAY - OPERATING EXPENSE REIMBURSEMENT - VANCOUVERCENTER PLAZA - PARKING - RECEIPT 135561 BY T PICCHIONI PER E-MAIL
592662	05-Jul-2018	114.98	Vedantham, Raj P	POWER SUPPLIES REIMBURSEMENT
592663	05-Jul-2018	18,825.66	VERIZON WIRELESS	SUMMARY: IPAD, PHONE CHARGES
592672				
592673	05-Jul-2018	3,271.88	W TODD PASCOE PLLC	2018 CONTRACTURAL SERVICES - 18JUN - CMO
592674	05-Jul-2018	100.00	WA STATE PATROL	ACCT VAN311 - MONTHLY BACKGROUND CHECKS - 18MAY - LAW
592675	05-Jul-2018	7,117.85	WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES

INVOICE PAYMENTS REPORT

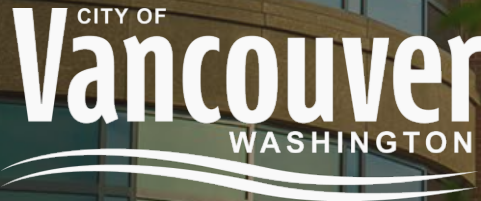
Check Number	Check Date	Amount	Vendor Name	Description
592676	05-Jul-2018	2,121.69	WAPITI NW LLC	2018 ANNUAL SERVICE AND INSPECTION - 1980 OREGON FLATBED - LIC D20393 - UNIT 538 - EQUIP SERVICES
592677	05-Jul-2018	25,229.13	WASHINGTON AUTOMATED INC	WASHER EXTRACTORS/FRAMES & FREIGHT - 3 EA - FIRE
592678	05-Jul-2018	1,000.00	WASHINGTON SELF INSURERS ASSN	2018-2019 MEMBERSHIP RENEWAL - PROGRAM YEAR (JULY 1, 2018 - JUNE 30, 2019) - RISK
592679	05-Jul-2018	41,865.66	WASTE CONNECTIONS INC	18MAY - CURBSIDE RECYCLE PROGRAM - SOLID WASTE
592680	05-Jul-2018	2,968.08	WILCOX & FLEGEL	FUEL FOR OPS - EQUIP SERVICES
592681	05-Jul-2018	9,970.90	WINTERBAUER & DIAMOND PLLC	ACCT 1987-00M - LEGAL SERVICES - INVOKE VMC 3.05.200(2) - THRU 05/29/18 - RISK
592682	05-Jul-2018	368.99	WW GRAINGER INC	ACCT 808802698 - SHOP SUPPLIES - EQUIP SERVICES
592683	05-Jul-2018	59.82	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 06/02/18 - FINANCE/MAILROOM
592684	05-Jul-2018	848.00	WESTERN METAL IND PENSION FUND	PAYROLL
592685	05-Jul-2018	1,097.01	UNITED WAY OF THE COLUMBIA WILLAMETTE	PAYROLL
592686	05-Jul-2018	3,612.00	CHAPTER 13 - TRUSTEE	PAYROLL
592687	05-Jul-2018	7,413.47	LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL
592688	05-Jul-2018	9,297.64	AMERICAN FAMILY LIFE ASSURANCE	PAYROLL
592689	05-Jul-2018	722.50	IAM LOCAL #1374	PAYROLL
592690	05-Jul-2018	18,961.75	IAFF LOCAL #452	PAYROLL
592691	05-Jul-2018	14,577.72	VANCOUVER POLICE OFFICER GUILD	PAYROLL
592692	05-Jul-2018	5,309.10	AFSCME LOCAL #307	PAYROLL
592693	05-Jul-2018	5,120.28	OPEIU LOCAL #11	PAYROLL
592694	05-Jul-2018	2,987.03	WESTERN CONFERENCE OF TEAMSTERS	PAYROLL
592695	05-Jul-2018	550.00	MFS SERVICE CENTER INC	PAYROLL
592696	05-Jul-2018	672.00	TEAMSTERS LOCAL #58	PAYROLL
592697	05-Jul-2018	297.50	UA LOCAL #290	PAYROLL
592698	05-Jul-2018	72.36	LEGAL SHIELD	PAYROLL
20001436	05-Jul-2018	53,958.97	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
	SUBTOTAL	2,374,336.85		
VISA	9-Jul-18	3,547.00	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 07/03/18 - 07/09/18
VISA	10-Jul-18	3,769.00	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 07/03/18 - 07/09/18
VISA	10-Jul-18	-	MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 07/03/18 - 07/09/18
VISA	10-Jul-18	55.00	MISCELLANEOUS	PARKS CLASS REFUNDS - VTC 07/03/18 - 07/09/18
VISA	9-Jul-18	752.50	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 07/03/18 - 07/09/18
	SUBTOTAL	8,123.50		
	TOTAL	2,382,460.35		

**City of Vancouver
Payroll Council Report
July 3, 2018 - July 9, 2018**

[illegible]

\$ 1,608.18

Amendment #3 to Vancouver Waterfront Development Agreement



City Council
July 16, 2018

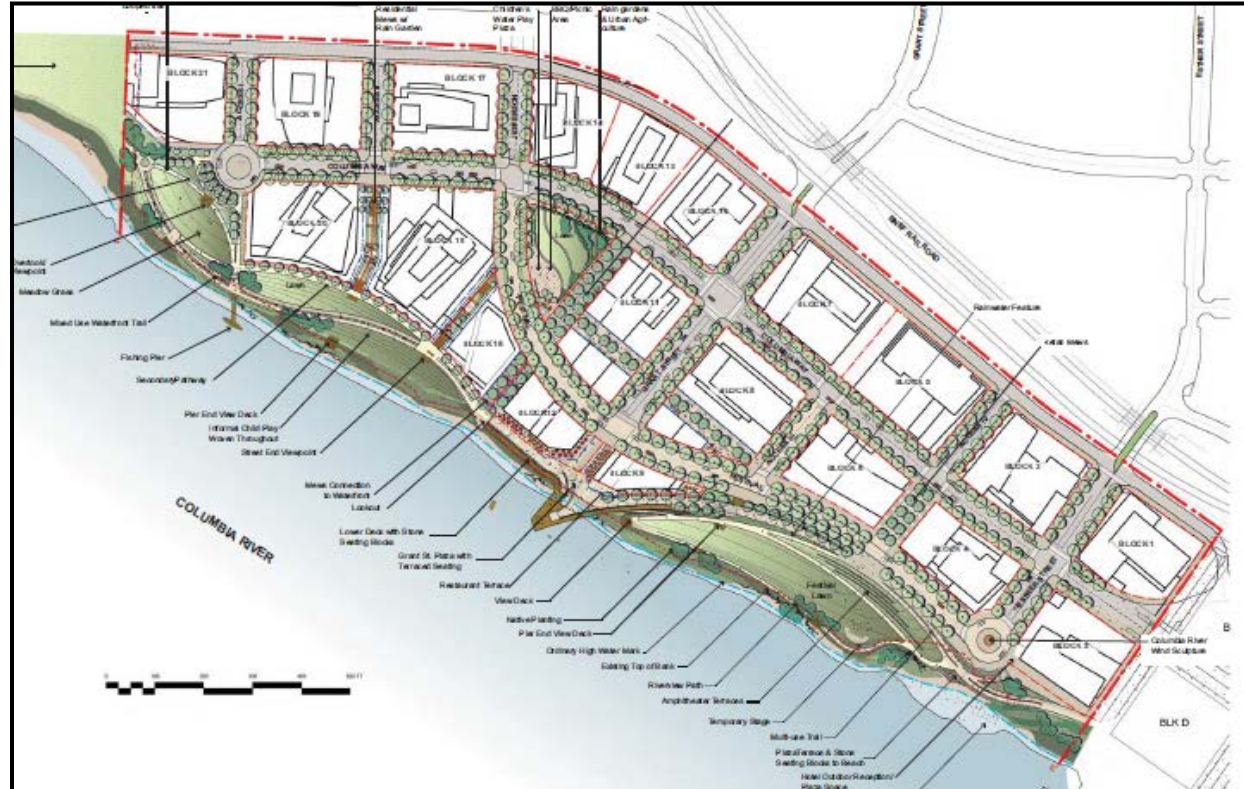
Chad Eiken, CED Director
Julie Hannon, Parks and Recreation Director

Presentation Overview

- Background
- Proposed Changes to Development Agreement
- Approval Process and Next Steps
- Questions/Discussion

Background

- 30-acre redevelopment
- 7-acre city park and pier feature
- CWLLC owns most of the site



Background

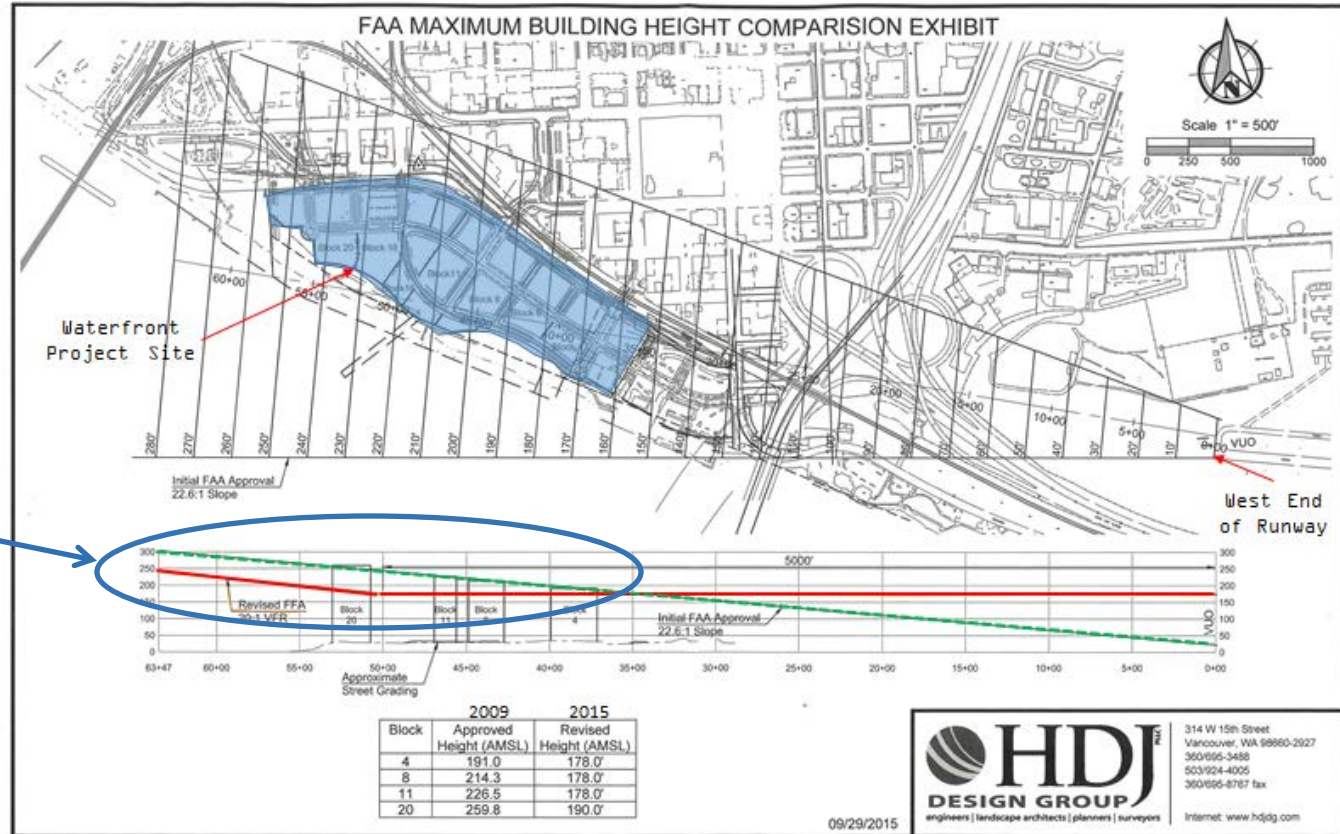
- First D.A. executed in October, 2009; amended in 2011 and 2015
- First phase currently underway (four blocks under construction, park and pier almost completed, two more blocks in review process)
- Unanticipated issues and prior construction delays are prompting current amendments

1. Changes to Minimum Density

1. In 2016, FAA revised its determination of maximum building heights for much of the project
2. Project density (e.g. Floor Area Ratios or F.A.R.s) was set at an average of 4.5:1 minimum F.A.R. in D.A.
3. Reduced heights by FAA (average of 23.6%) results in a corresponding reduction in attainable F.A.R.
4. Proposed D.A. amendment would revise the average minimum F.A.R. to be 3.4:1, and a block-by-block minimum F.A.R. would be included as Exhibit B2

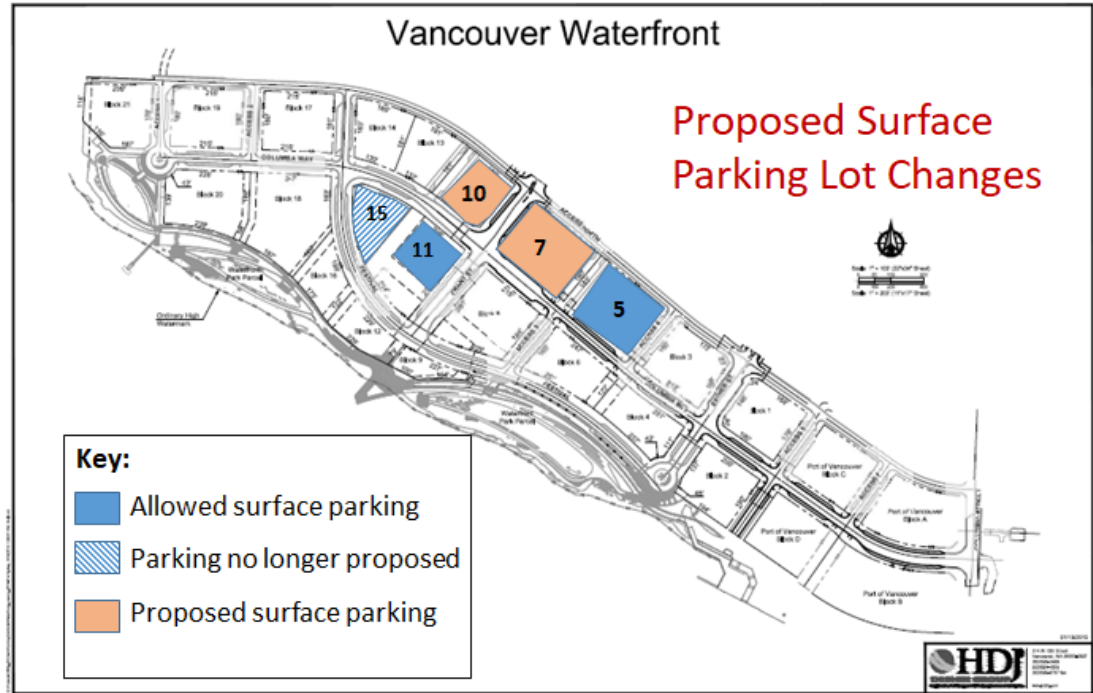
1. Changes to Minimum Density (cont.)

Building
Heights
affected
by FAA
Ruling



2. Proposed Surface Parking Lots

- Interim surface parking allowed on Blocks 5, 11, 15
- Block 15 will become an internal park
- Two additional blocks (7 and 10) requested for surface parking
- Will be replaced with structured parking
- Period: six years, with additional six years if full standards met



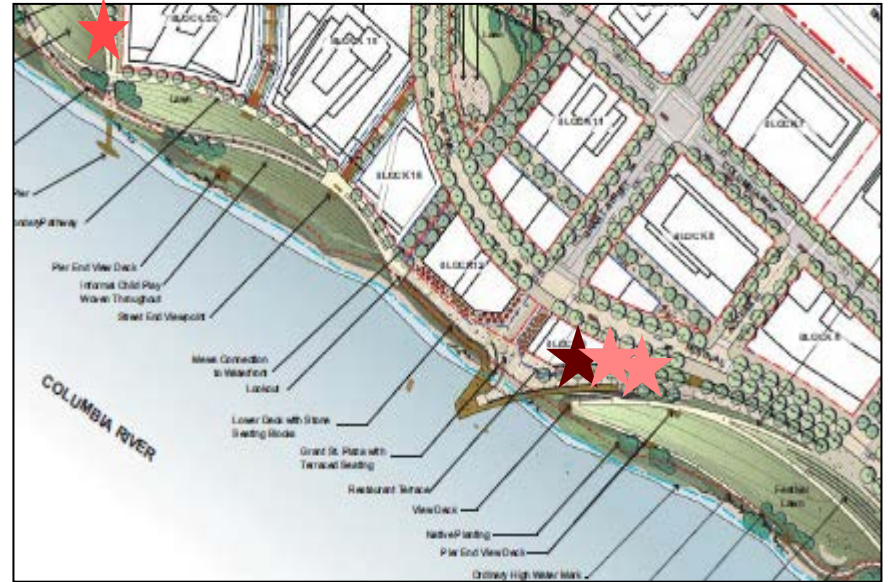
3. Restroom Location and Design

- Current D.A. gives Developer option of building shell space for public restrooms in one of their buildings, or a free-standing structure
- Free-standing “Portland Loo” style restrooms have been selected by Developer and agreed to by Parks



3. Restroom Location and Design (cont.)

- Developer will fund and install one loo now and a loo later at the west end of the park
- A future loo locations near the water feature have been agreed to, with possible installation in the future



4. Developer Contribution to Access

- Current D.A. requires Developer to make annual payments of \$350,000 with a balance payment of \$4.75 million toward the access project
- Proposed amendment would allow the lump sum developer payment to be made in annual installments over 12 years, beginning this September
- Developer wishes to spread out these costs in order to free up funds for more infrastructure and vertical construction

5. Developer Contribution to Park

- Current D.A. requires Developer to construct the core park improvements and contribute \$2.0 million to the park in consideration of the City's construction of Columbia Way
- City has constructed the core park improvements; in lieu, Developer will pay \$1.0 million to the City upon execution of the amendment
- A second \$1.0 million payment will be made 12/31/18 and a third \$1.0 million payment will be made 12/31/19

Additional Amendments

6. Reference is made to recently-approved changes to the Waterfront Master Plan, including new design guidelines, revision to location and amount of open spaces, and reduction in proposed parking due to decrease in density
7. City and Developer will collaborate in preparing a survey of the area between City park and private improvements in order to resolve any encroachments
8. City-owned remnant tract of land will be transferred to Developer in exchange for completion of certain streets

City Remnant Parcel



“Brown parcel:”
Surplus land to be
conveyed to
Developer; possible
transfer to Port of
Vancouver

Approval Process and Next Steps

- Council workshop held June 11, 2018
- City Center Redevelopment Authority has reviewed proposed D.A. amendment for consistency with the vision for the Waterfront, and has recommended approval
- Approval of amendment will be by adoption of a resolution

Questions and Discussion

Chad Eiken, Community and Economic Development Director
Julie Hannon, Parks and Recreation Director





May 2018



Staff Report 113-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/16/2018

SUBJECT Third Amendment to the Development Agreement with Columbia Waterfront, LLC

Key Points

- Unanticipated issues and prior construction delays are prompting City and Columbia Waterfront, LLC to propose several amendments to the Development Agreement;
- The minimum required density for the project would be reduced by approximately 24% due to a revised determination by the Federal Aviation Administration regarding allowable building heights;
- In addition to three previously approved surface parking lots, Blocks 7 and 10 would be allowed to be developed as interim surface parking to serve the project for up to 12 years, at which time structured parking must be provided;
- Developer agrees to pay for and install three free-standing public restroom units, in locations approved by Developer and City, and the location of a fourth future restroom unit would be selected, in lieu of public restrooms being located in one or more of the private buildings;
- Developer would make annual payments to the City for 12 years for the access project, in lieu of a final lump sum payment of \$4.75 million this fall;
- Developer agrees to pay the City \$3 million toward the waterfront park improvements in three \$1 million installments by 12/21/19, according to a payment schedule outlined by the City;
- A small City-owned tract of land north of Port of Vancouver's Terminal One project would be conveyed to the Developer sooner than originally anticipated, in order to facilitate a subsequent transfer to the Port of Vancouver for development.

Strategic Plan Alignment

Goal 7: Build on our status as the largest city on the Columbia River by strengthening connections to the river and the waterfront.

Goal 7, Objective 7.1: Support redevelopment of the Columbia River waterfront.

Present Situation

The City of Vancouver and Columbia Waterfront, LLC (CWLLC) entered into a Downtown Waterfront Development Agreement dated October 19, 2009, addressing a number of development issues relating to the development of a project known as the Waterfront and to be located on the shoreline of the Columbia River in downtown Vancouver, Washington.

Two separate amendments to the Development Agreement were approved by the City Council, on June 6, 2011 and on August 3, 2015.

Currently the first phase of private construction is underway, including restaurants on Blocks 9 and 11, an office tower and apartment tower on Block 6, and an apartment building on Block 8. A seven acre city park with a cable-stay pier structure over the Columbia River is under construction and should be complete later this summer. Additional blocks are in the conceptual design or permitting phases, and several blocks of surface parking have been completed.

The current set of proposed amendments is intended to address changes to the project that were not anticipated at the time of the initial development agreement or amendments, including:

1. A reduction in the minimum density of the project due to a recent revision to the allowable building heights by the Federal Aviation Administration;
2. Allow for two additional blocks to be developed for interim surface parking spaces, for a total of four surface parking lots, until such time as a permanent parking structure can be built, up to a maximum of 12 years;
3. Replace one or more public restroom facilities that were originally intended to be located in one or more of the private buildings near the park with four individual "Portland-Loo-style" restroom units, three of which will be paid for by CWLLC, and establish the locations and timing of their installation;
4. Spread out developer payments to the City for the access project instead of the currently-required final lump sum payment of \$4.75 million;
5. Formalize prior commitments that CWLLC will pay the City \$3 million toward the completion of the public park, according to an agreed upon schedule;
6. Inclusion of a reference to several changes to the adopted Waterfront Master Plan that were approved by the City on September 27, 2016;
7. Formalize a commitment by both parties to work together to survey property lines and easements in areas where City and CWLLC properties abut, in order to determine any encroachments or conflicts, and agreement to work cooperatively in resolving any such encroachments or conflicts; and
8. Allow for a small tract of city-owned land to be transferred to CWLLC upon completion and acceptance of all Phase 1 road and infrastructure improvements, instead of waiting until the road and infrastructure improvements are completed for the entire project as is stated in the current agreement.

Regarding the change in project density, the Federal Aviation Administration issued a new determination that the heights of the buildings in the Project must be lower than was originally approved, which reduces the potential development of the size of buildings and therefore requires reduction in the average floor area ratios (FAR) of the buildings and the minimum number of residential units. City staff met with the FAA and agree that the revised determination, which is final, does reduce the maximum allowable height of most buildings and therefore minimum required floor area ratios should be decreased proportionately.

More specifically, the existing reference to a required minimum overall FAR of 4.5:1 would be substituted with an FAR of 3.4:1, and would reference a new exhibit to the agreement that lists each block and its associated minimum FAR. The overall minimum density of the project would be decreased by approximately 24 percent. CWLLC indicates that the development will still be able to accommodate up to 2.3 million square feet of buildings, with 2,300 residential units.

Regarding parking lots, the approved master plan contemplates that all off-street parking will be provided in parking structures at full build-out. Until later phases can be built, there is not sufficient density to financially support stand-alone parking structures, so CWLLC has proposed interim surface parking lots, which will be phased out as parking structures are built later.

The change to the number of blocks that may be used for interim surface parking is necessary in order to serve the initial development projects as well as the public who will access the park, until such time as structure parking can be constructed. Previously, City and CWLLC agreed that Blocks 5, 11, and 15 could be developed for surface parking, which would be phased out when structured parking is constructed. CWLLC wishes to increase (by one net block) the number of blocks that are allowed to be developed for surface parking on an interim basis, to include Blocks 5, 7, 10, and 11. Block 15, previously allowed to be developed for surface parking, would be developed instead for the internal park.

Regarding public restrooms, the proposed revisions would amend Section 9.6 of the Agreement regarding responsibilities of both CWLLC and City in regard to the provision of public restrooms. The current agreement would require the public restrooms to be located within one or more of the private buildings, with the Developer to construct the shell space and provide utilities, with the City to fund and complete the interior improvements. As plans have evolved, and as both parties are continuing to discuss the final location of the restrooms, City staff and CWLLC are in agreement that public restrooms could be provided in three or four stand-alone restroom units (in the "Portland Loo" style), which are easier to monitor for safety as well as to maintain.

Regarding the timing of the developer's contribution to the access project, CWLLC requests an amendment to Section 8 of the Second Amendment in order to extend deadline for the Developer's Contribution to the Access Project (to be made in annual installments) by one year as well as to spread out the final lump sum payment over 12 years. Per the current agreement, CWLLC has been making a \$350,000 payment to the City every year, but has a \$4.75 million balance remaining which, per the agreement, is to be paid as a final lump sum. Per the proposed agreement, a new series of annual payments of \$392,307.70 would begin September 1, 2018, and would continue for the next 11 years. This revision would free up funds that could be put to use for more infrastructure and vertical construction to keep the momentum going, and would not have any adverse impact on the City's ability to make payments on any outstanding federal loans for the access project.

Regarding the Developer's contribution to the Waterfront Park, a Memorandum of Understanding between the City and CWLLC dated August 13, 2013 states that the Developer will contribute \$2,000,000 to the City for improvements to the Waterfront Park in exchange for the City constructing the Columbia Way improvements, which would be formalized in the proposed amendment. In addition, the Developer would agree to a \$1,000,000 contribution in exchange for the City constructing the core park improvements. Proposed changes to Section 9 of the Second Amendment are intended to clarify what is included in scope of work that triggers the payments, and extends the timeline for making the phased payments, due to weather-related delays in the

park construction. The final payment by CWLLC toward the park will be made by December 31, 2019.

The City Center Redevelopment Authority held a public meeting to consider the requested revisions to the development agreement at their June 15, 2017 meeting, and unanimously recommended that Council approve the amendment.

Advantage(s)

1. The amendment will acknowledge the revised density goals for the overall project in response to corresponding reductions in allowable building heights imposed by the FAA for much of the project;
2. Allowing the Developer to pay their remaining share of access infrastructure costs through annual installments instead of a final lump sum payment provides needed flexibility to invest in more vertical development in the near term;
3. The amendment will formalize commitments made by the Developer to pay \$3 million toward the City park improvements, in three installments;
4. The amendment will provide specifications for the design, location, and responsibility for funding and installation of three individual restroom units, and the location and design of a fourth future restroom unit.

Disadvantage(s)

1. Allowing two additional blocks to be used for interim surface parking lots results in an inefficient use of land and may delay vertical construction on these blocks; however, more density is needed in order for structured parking to be financially feasible, and ensuring sufficient parking for the first phase of construction is considered essential to the long-term success of the area;
2. The change from a public restroom(s) that is built into one or more buildings to three or four separate restroom units will result in fewer toilets, however the units will be more convenient to the public and easier to maintain and monitor than a more traditional enclosed building.

Budget Impact

None. Allowing the Developer to pay the remaining share of access infrastructure costs through annual installments will not affect the ability of the City to meet its obligations on remaining construction loans. The Developer's contribution to the park improvements has already been accounted for in the budget.

Prior Council Review

Council Workshop held June 11, 2018

Action Requested

On July 16, 2018, following a public hearing, adopt a resolution approving the amendments to the development agreement.

Chad Eiken, Community & Economic Development Director, 487-7882; Julie Hannon, Parks & Recreation Director, 487-8309; Bronson Potter, City Attorney, 487-8500

ATTACHMENTS:

- ▣ Resolution
- ▣ Development Agreement Amendment No. 3
- ▣ CCRA Minutes

7/16/18

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Vancouver approving a Third Amendment to the Development Agreement with Columbia Waterfront, LLC for development of the Vancouver Columbia River Waterfront.

WHEREAS, the City of Vancouver and Columbia Waterfront, LLC (CWLLC) entered into a Downtown Waterfront Development Agreement on October 19, 2009, relating to the development of a project known as the Waterfront located on the shoreline of the Columbia River in downtown Vancouver, Washington; and

WHEREAS, such Development Agreement was authorized under RCW 36.70B.170 and VMC 20.250.010; and

WHEREAS, the Development Agreement has been amended twice in 2011 and 2015; and

WHEREAS, the first phase of private construction is underway, including restaurants on Blocks 9 and 11, an office tower and apartment tower on Block 6, an apartment building on Block 8, and a seven acre city park with a cable-stay pier structure over the Columbia; and

WHEREAS, additional blocks are in the conceptual design or permitting phases, and several blocks of surface parking have been completed; and

WHEREAS, the activities of CWLLC have demonstrated a significant commitment to proceeding with development of the Waterfront in an expeditious manner; and

WHEREAS, certain changed circumstances since the execution of the Development Agreement and amendments require revisions to the Agreement; and

RESOLUTION - 1

WHEREAS, those required revisions include: (1) a reduction in minimum density of the project due to a recent Federal Aviation Administration regulatory changes related to maximum building heights, (2) replacement of restroom requirements at the park, (3) spreading out developer payments provided for in the Development Agreement, (4) formalize prior commitments of CWLLC to pay the City \$3.0 million for the completion of a public park, (5) adding references to changes to the Waterfront Master Plan, (6) formalize a commitment to survey property lines, and (7) provide for the transfer of a small tract of city-owned land upon completion Phase I road and infrastructure improvements; and

WHEREAS, Council concludes that the public interest would be served by approval of such Third Amendment.

NOW, THEREFORE,

BE IT RESOLVED BY THE TRANSPORTATION BENEFIT DISTRICT OF THE
CITY OF VANCOUVER:

Section 1. The City Council of the City of Vancouver approves the Third Amendment to the Development Agreement as presented to the Council in the record herein.

Section 2. The City Council authorizes the City Manager to execute such Third Amendment.

DATED this _____ day of _____, 2018.

Anne McEnerney-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 3

THIRD AMENDMENT TO DOWNTOWN WATERFRONT DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DOWNTOWN WATERFRONT DEVELOPMENT AGREEMENT (“**Third Amendment**”) is made and entered into effective July_____, 2018 (“**Effective Date**”), by and between the CITY OF VANCOUVER, a Washington municipal corporation (the “**City**”), and COLUMBIA WATERFRONT LLC, a Washington limited liability company (the “**Developer**”).

RECITALS

A. City and Developer entered into a Downtown Waterfront Development Agreement (“**Agreement**”) dated October 19, 2009, addressing a number of development issues relating to the development of a project known as the Waterfront and to be located on the shoreline of the Columbia River in downtown Vancouver, Washington.

B. On June 6, 2011, City and Developer entered into a First Amendment to the Downtown Waterfront Development Agreement (“**First Amendment**”) making certain changes to the Agreement.

C. On August 3, 2015, City and Developer entered into a Second Amendment to the Downtown Waterfront Development Agreement (“**Second Amendment**”) making certain changes to the Agreement. For the purpose of this Third Amendment, all references to “**Agreement**” shall mean the original Agreement as modified by the First and Second Amendments. Terms using initial capital letters herein that are not otherwise defined shall have the meanings given to them in the Agreement.

D. The Federal Aviation Administration issued its determination that at this time that the heights of the buildings in the Project must be limited which, if unchanged in the future, reduces the potential development of the size of buildings and therefore requires reduction in the average floor area ratios of the buildings and the minimum number of residential units.

E. City and Developer now desire to make further changes and modifications to the Agreement as detailed below. To the extent of an express conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Agreement, the terms and provisions of this Third Amendment shall prevail.

AGREEMENT

NOW, THEREFORE, based upon the foregoing Recitals and the mutual covenants hereinafter set forth, City and Developer agree that the Second Amendment is amended as follows:

1. FAR. Section 4.2.1 of the Agreement is hereby amended by deleting all references to an average FAR of 4.5:1 for the entire Project site and substituting in their places references to an average FAR of 3.4:1 and a replacement Exhibit B2 is attached hereto setting forth the updated FAR Matrix.

Section 4.2.3 of the Agreement is amended to provide that the minimum number of residential units shall be no less than 2,000.

2. Surface Parking. Item 4) of Exhibit I of the Agreement addresses surface parking. On September 27, 2016, the Vancouver Planning Commission approved a request by the Developer to reduce the amount of required underground parking and allow two blocks of temporary surface parking on Blocks 11 and 15 to accommodate parking for the development occurring on Blocks 9 and 12. The Developer no longer wishes to use Block 15 for temporary surface parking. The City hereby approves the use of Blocks 5, 7, 10 and 11 for temporary surface parking as provided by VMC 20.630.080(D)(5). No other Block shall be used for surface parking without the City's approval. The surface parking is needed because the Project is a regional hub with parking needs for the park, the restaurants and the public. The interior landscaping requirements of VMC 20.945.040 are waived for the temporary surface parking; however, all other applicable requirements of VMC 20.945.040 shall apply. The temporary surface parking shall be made available to all members of the public on an equal basis including users of the park except for Block 5 which is subject to reserved parking rights for office tenants between 7:00 a.m. and 5:00 p.m. Monday through Friday for 120 spaces and shall be open to the public at all other times.

The temporary surface parking is authorized to be utilized for a period of six (6) years from the Effective Date of this Third Amendment. The Director of Community and Economic Development shall authorize temporary surface parking for an additional six (6) years if structured parking in the Waterfront is not economically feasible at the end of the first six (6) years based on then current commercial market conditions. If the temporary surface parking continues for more than six (6) years from the Effective Date of this Third Amendment, then the interior landscaping requirements of VMC 20.945.040 shall apply to such surface parking thereafter and Developer or the then current owners of the temporary surface parking Blocks shall have six (6) months thereafter to bring those Blocks into compliance with the interior landscaping requirements of VMC 20.945.040. The temporary surface parking is in all events only authorized to be utilized as temporary surface parking for a period of twelve (12) years from the Effective Date of this Third Amendment (with the second six (6) being subject to approval as detailed above).

A mixed-use project was approved for Block 8 (LUP-62534) on July 14, 2017. The approval required parking spaces to be provided for in the temporary surface parking. Developer provided 10 spaces pursuant to a Parking License Agreement dated September 18, 2017, Recorded October 2, 2017, Recording No. 5448275, AGR Records of Clark County, Washington.

3. Section 3 of the Second Amendment is amended to read as follows:

3. Restrooms, Electrical Building and Exhibit Q. The Second Amendment to the Agreement gave the Developer the option of building shell space for restrooms in one of its buildings or providing stand-alone restrooms. The Developer has chosen to provide stand-alone restrooms. The Developer shall provide and install three "Portland Loo" restrooms at its sole expense. Two of these restrooms shall be installed approximate to the water feature on the location noted as "Site A" on the attached Replacement Exhibit Q. These two restrooms on Site A shall be installed and operational by July 31, 2018. For

these two restrooms, the City shall be responsible for construction of the concrete pads, rough sewer, water and electrical service to the restroom site and the installation of an adjacent seat wall. The Developer shall be responsible for all other costs associated with the purchase, installation and operability of the restrooms.

If the City determines, in its sole discretion, that there is sufficient demand for a third restroom, then a third restroom shall be installed by the Developer within six (6) months of receiving notice from the City for the installation of the third restroom. The third restroom shall be installed at the location noted as “Site B” on the attached Replacement Exhibit Q. With respect to this third restroom, the City shall be responsible for construction of the concrete pad, rough sewer, water and electrical service to the restroom site. The Developer shall provide a utility easement for the benefit of this restroom between Blocks 18 and 20 connecting to Columbia Way as shown on the attached Replacement Exhibit Q and shall be responsible for all other costs associated with the purchase, installation and initial operability of the restroom.

The City shall have the right to install, at its sole expense, a fourth restroom on the location noted as “Site A” on the attached replacement Exhibit Q (for a total of three restrooms at “Site A”). The Developer shall not have any financial obligation for the acquisition or installation of this restroom, its sole obligation being to make the location available for the installation and maintenance of the restroom.

The City shall be responsible for all of the cost of the installation an electrical building that will house all the panels needed for the park, water feature and pier which will be located near the loos at Site A. If Developer elects to make design or aesthetic improvements to the Electrical Building, the Developer shall only pay the added costs to make those design or aesthetic improvements.

All the terms and conditions of Section 9.6 of the Agreement not expressly modified by this Section shall remain in full force and effect.

4. Section 8 of the Second Amendment is amended to read as follows:

8. Developer Contribution. Under Section 7.3.1 of the Agreement, as modified by Section 7.3.1.2 of the First Amendment and Section 8 of the Second Amendment, Developer is required to make a contribution (“**Contribution**”) to the cost of the Access Project and other transportation mitigation measures. City and Developer agree that in lieu of paying as provided in the Agreement, Developer will make these payments as follows:

a. The current balance of the Contribution is Four Million Seven Hundred Fifty Thousand and No/100 Dollars (\$4,750,000.00) after the payment of Three Hundred Fifty Thousand and No/100 Dollars (**\$350,000.00**) made on June 30, 2017.

b. The Contribution shall not bear interest.

c. For the purpose of this Section, “**Commencement of Construction**” has occurred prior to the execution of this Third Amendment.

d. The **\$4,750,000** unpaid balance of the Contribution shall be amortized and paid in equal annual installments of Three Hundred Ninety-Five Thousand Eight Hundred Thirty-Three and 33/100 Dollars (**\$395,833.33**), with the first payment due September 1, 2018, and a like payment due on or before the same day of each of the following eleven (11) calendar years.

e. If the payments have not been made when due then the then-unpaid balance of the Contribution shall be due and payable in full at that time.

5. Section 9 of the Second Amendment is amended to read as follows:

9. Developer’s Contribution to Park. Under Section 9.3 of the Agreement and the August 23, 2013, Memorandum of Understanding (“**MOU**”) between Developer and the City, Developer agreed to dedicate land for the park and make the Core Park Improvements. In addition, in consideration of the City’s construction of Columbia Way, which was the responsibility of Developer, Developer agreed to contribute **\$2,000,000** towards the cost of the improvements to the park.

a. For the purpose of this Section, “**Phase I Work**” means the Phase Work I as set forth in Exhibit R of the Second Amendment with the date changes set forth below. “**Phase II Work**” means the Phase Work II work as set forth in Exhibit R of the Second Amendment with the date changes set forth below. For the purpose of this Section 9, the Phase I Work and the Phase II Work does not include the Columbia River water feature (although such water feature shall eventually be installed) or any planned, designed public art or future art installation or the fishing dock. A map of Phase I Work and Phase II Work is attached as Exhibit R to the Second Amendment.

b. City and Developer now agree that in lieu of Developer making the Core Park Improvements, Developer will make a cash contribution to the park construction in the sum of **\$1,000,000** upon execution of this Third Amendment and City will assume the responsibility for designing and constructing the Core Park Improvements. The date of that first **\$1,000,000** payment is hereinafter referred to as the “**Initial Payment Date**.”

c. City and Developer now agree that Developer will make a second payment of **\$1,000,000** to City on December 31, 2018. City and Developer now agree that Developer will make a third and final payment of **\$1,000,000** to City on December 31, 2019. City and Developer now agree that City shall substantially complete the Phase I Work by August 15, 2018 and Phase II Work by October 31, 2018.

6. Master Plan. The City approved the changes to the Master Plan on September 27, 2016 under City File Number PRJ2008-02040/LUP- 52910 (“**Master Plan Amendments**”) and to the extent of a conflict between the City approved Master Plan Amendments and the Agreement, as amended by this Third Amendment, the Agreement, as amended by this Third Amendment shall

control. In general, the Master Plan Amendments adopted design guidelines, revised the locations and amount of Open Spaces and reduced the amount of total parking shown for the maximum buildout plan of FAR 6.2:1, to delete the number of parking spaces shown under the park and under the streets.

7. Future Survey. Developer and City agree to prepare surveys, or collaborate on a single survey, within one year of the physical completion of the Phase I and II Park Work improvements for the purpose of identifying any public or private improvements that encroach into each other's property and to prepare deeds or easements to resolve such encroachments.

8. Developer Exchange Land. Section 3.2.2 of the Agreement provides for City to convey to Developer the Developer Exchange Land "within sixty (60) days after all rights-of-way within the Developer Exchange Land have been improved with public street improvements which have been completed and accepted by the City." Developer Exchange Land is described in Exhibit H of the Agreement. A replacement Exhibit H is attached to this Third Amendment removing certain public street improvements that must first be improved by Developer as a condition precedent to City's conveyance to Developer of the Developer Exchange Land.

9. Remaining Terms. All of the remaining terms and conditions of the Agreement not expressly amended by the terms of this Third Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, City and Developer executed this Third Amendment with the intent that it be effective as of the Effective Date.

CITY:

CITY OF VANCOUVER, a Washington
municipal corporation

By: _____
Eric Holmes, City Manager

Approved as to form:

By: _____
E. Bronson Potter, City Attorney

Attest:

By: _____
[], City Clerk

DEVELOPER:

COLUMBIA WATERFRONT LLC, a
Washington limited liability company

By: Gramor Columbia Waterfront LLC, a
Washington limited liability company,
its Manager

By: Gramor Investments, Inc., an
Oregon corporation, its Manager

By: _____
Barry A. Cain, President

Exhibit B2

Development Agreement Revised Minimum FAR by Block

March 13, 2017

Block	Revised Reduced Min FAR	Block Size SF	Revised Min Building Area SF
1	3.49	35,770	124,837
2	3.22	35,752	115,251
3	3.20	36,877	118,102
4	3.00	32,229	96,695
5	2.93	45,202	132,451
6	2.82	34,205	96,446
7	2.71	44,315	120,221
8	2.69	48,670	130,726
9	1.14	13,540	15,436
10	4.22	32,288	136,148
11	4.07	54,152	220,566
12	1.62	22,582	36,583
13	3.80	29,183	110,749
14	3.59	28,833	103,368
15	0.00	25,284	0
16	3.27	32,193	105,271
17	3.51	38,722	136,071
18	3.70	56,784	209,955
19	3.60	38,700	139,471
20	3.69	46,187	170,421
21	3.69	36,372	134,087
a	3.19	767,840	2,452,857
b	3.40	706,434	2,400,838

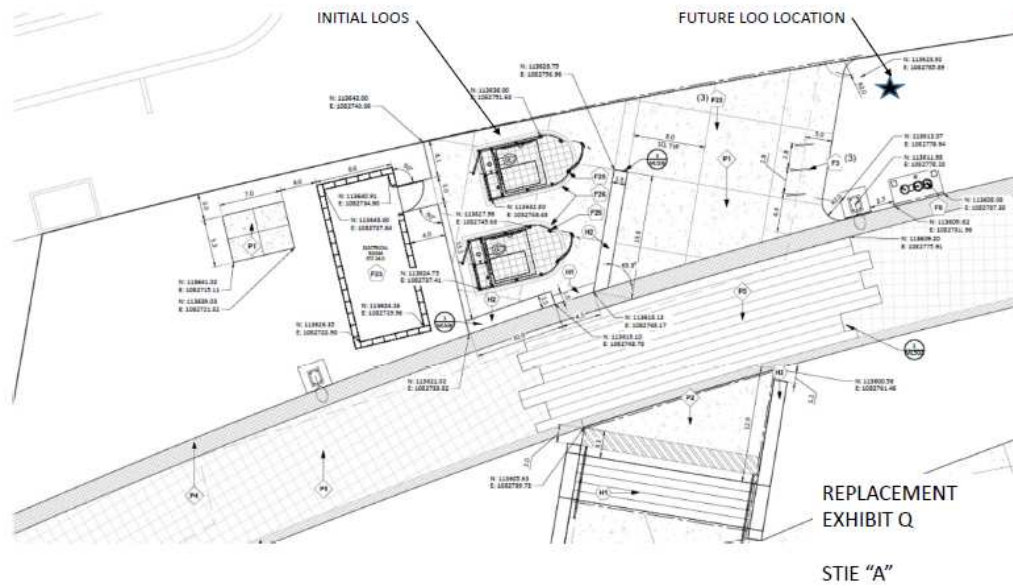
Notes:

a. Totals and FAR with all blocks included

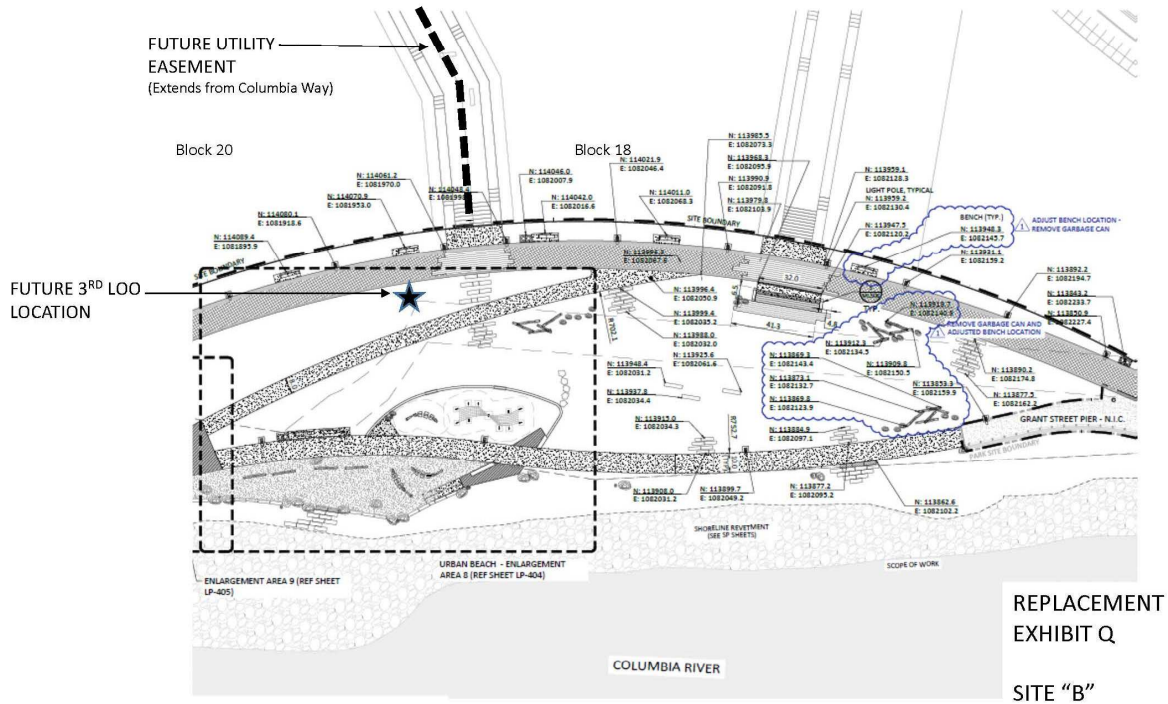
b. Totals and FAR with Blocks 9, 12 and 15 excluded.



Replacement Exhibit Q – Site A



Replacement Exhibit Q – Site B





Richard Keller
President

Marc Fazio
Secretary/Treasurer

Christine Wamsley
Jack Onder
Deborah Ewing
David Copenhaver
Brad Hutton

Staff
Chad Eiken
Teresa Brum
Brent Boger
Rosemary Armour

**Community and
Economic
Development
Department**

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City of Vancouver City Center Redevelopment Authority

Meeting Summary/Meeting Minutes

June 15, 2017

11:50 a.m.

Council Chambers, City Hall

ROLL CALL

Present: Brad Hutton, David Copenhaver, Marc Fazio, Jack Onder, Deborah Ewing, Richard Keller

Absent: Christine Wamsley

Staff Present: Brent Boger, Chad Eiken, Greg Turner, Rosemary Armour

APPROVAL OF MINUTES

Motion made by Debi Ewing, seconded by David Copenhaver, and passed unanimously to approve the Minutes for May 18, 2017.

EXECUTIVE DIRECTOR'S REPORT

Development activity updates

Chad Eiken, Director, Community and Economic Development, City, reported on changes and updates on the Development Project List. Please see "CCRA Updated Development Project List" dated June 2017.

Chad gave an update on the Building Height Ordinance that was brought before the board back in March and went before Planning Commission on June 13, 2017, for a Public Hearing. There was very lengthy discussion and public testimony, and in the end there was a split vote to recommend approval of the changes to building heights to City Council. One of the main concerns by three of the planning commission members was doing away with the range of heights as they felt it was too limiting on future development in the downtown. Chad's sense was if the range had been left in and the control over the final building height was given to the local authority then they would have been okay with that.

Richard Keller, President, stated wasn't the whole basis for that, that the FAA decision was what the heights needed to be.

Chad responded that the current Ordinance is based on the heights that FAA would allow or could potentially allow. The concern was raised by the Pearson Aviation Advisory Committee that the FAA doesn't necessarily take all the local conditions into consideration from their desk in Renton when they do their computer modeling, it doesn't always take into consideration the cumulative effect of multiple buildings and it just looks at that particular elevation of the building and whether it meets their criteria.

Richard asked if this is completely separate from the issue with the Gramor Waterfront Group's allowable building heights.

Chad responded that was correct.

Richard asked if this was just building heights in regards to Pearson Airport.

Chad responded yes and also concerns raised by the pilots who use Pearson that their safe space has been narrowed because of the waterfront and that pushes them north of the railroad tracks and the FAA had approved a couple of buildings in that corridor that were taller than what Pearson felt was safe. The proposal is to lower the building heights to a maximum height. The input from this board was to make it as predictable as possible, not only to pilots but also developers, so staff came up with just one number and that's what developments will have to meet.

Board member Jack Onder asked if the three dissenting votes would have preferred to keep the maximum height the same but step it down for certain buildings.

Chad responded that they would have preferred to have an option in that each building could be looked at separately and reviewed by Pearson, as well as staff and the FAA, but to allow for the option of additional height and not just cap it.

Jack asked if they wanted the height to be above the maximum.

Chad clarified that it would be above the base height of a range. The low number in the range is what is allowed as of right; to go higher than that you have to get approval from the FAA and now Pearson and the local authority.

Richard asked what is going to happen.

Chad responded that is a good question. There was testimony from the development community as well as the pilots, both made excellent points and it will be up to council to determine whether the concerns about safety in the near term are more important than the long term growth of the downtown. They may decide to take another look at it when staff opens up the VCCV downtown plan for an update in a couple of years.

Board member David Copenhaver asked what is the zone of influx, is it from the waterfront up to 8th or 9th, or is it the entire city core.

Chad responded the real area of concern is essentially a narrow band north of the tracks, south of city hall, extending from I-5, south of City Hall all the way rounding the corner to the north up to about 9th Street.

David asked if this would not apply to Block 10.

Chad responded that is correct; Block 10 would be out of this area.

Board member Debi Ewing asked how it would impact any submittals or development projects that are in the queue now.

Chad responded that the projects that are in for review right now are currently vested under the current regulations as long as the projects keep moving forward to have a taller building than the new regulations would allow.

Richard asked if this impacts the city owned property south of the hotel.

Chad responded primarily yes.

Richard asked how many stories up those buildings can go, per this discussion.

Chad responded the proposal would be to take allowable range of heights from 100 up to 200 feet and reduce it to a flat number between 80 and 95 feet, so it is a pretty significant decrease in stories. Of all the properties that are affected, the city owned properties are the only ones that see a decrease in that allowed height limit.

Richard asked if you could still go up 10 stories.

Chad responded probably more like 6 or 7 stories.

TOWER MALL ACQUISITION OVERVIEW

Chad stated that the board had probably read about the city's recent acquisition of a portion of Tower Mall, which is located on Mill Plain. This was an opportunity that came up and staff conferred with City Council in executive session about whether to put in a bid. This was listed as a distressed property that was up for auction. Chad explained that he wanted to cover some of the slides that were presented to City Council in executive session so the board understands the background on why the city decided to take advantage of this opportunity.

Tower Mall was built in early 1970 to basically serve the residential community up there. It was the first indoor mall in Vancouver. Not long after this mall was built, Vancouver Mall was built further out and ever since Tower Mall has struggled to get decent tenants and has not been a vibrant center since. 12 acres came up for auction, including the main building associated with the mall; there are a number of outlying parcels, some of which are developed but most are underdeveloped or undeveloped. The previous assessed value was \$10 million and the previous sales price was \$12 million; the city purchased it for \$5 million and it will close in a week or two.

The idea behind this is that this property is located pretty centrally between I-5 and 205 and there are a lot of market forces at play that are resulting in development downtown as well as out on the eastern end of the city. There is really nothing happening in the middle part of the city and Tower Mall is basically surrounded by a number of city owned properties, Blandford Canyon, Cemetery to the east, including a portion that could be redeveloped, Burnt Bridge Creek to the north and then a fire station and water station also to the north. It is in close proximity to the Lower Grand Employment Area, Fourth Plain, and Peace Health and under the school levy there are three new replacement schools within a tenth of a mile, so there is a lot of activity in the nearby area.

Most of the properties are owned by LLCs, so they are investor owned properties and council gave authority to pursue acquisition of any other property that made sense in order to really consolidate the ownership of this mall. The thinking is similar to what the city has done in the Esther Short Redevelopment area where they would control a piece of it but create a plan for a larger area; a sub-area plan with an environmental analysis and market analysis. The board will be asked for their advice on the mix of uses that would make the most sense, but it is really to create an environment that will attract private investment. It is a long-term play that could take years or a decade to

come to fruition, but the city felt that it really couldn't pass this opportunity by and try to make a difference in the central part of the city. A total of 38 acres could be redeveloped and assembled, which is enough to create as much as 25 new city blocks.

Debi asked if the other properties are zoned the same as the compliment ownerships.

Chad responded yes, they are all zoned Community Commercial (CC). Some of the properties to the south have a covenant to prevent any residential housing, but residences are allowed above the ground-floor everywhere else in the CC district.

David asked if there was any preliminary analysis done on what this kind of density would do to the transportation corridor.

Chad responded not at this time. This all came up pretty quickly and they had to react and there was assistance from a qualified appraiser. They didn't give an appraisal but gave a ball park range of what a property in this condition might go for.

Jack asked if there were other bids.

Chad responded that there were others bids, in fact the auction was a failure and the city was the top private bidder. It was an online auction, the owner bided up twice after the city put in their bid because under the conditions of the auction it added more time to the clock and they were hoping somebody else would come in with a higher bid. The city did not bid against the property owner and then the city got a call saying that there was someone on the line who was interested at \$6 million and the city said no. The next morning they called and said that bid had fallen through and so they were willing to talk about the city's bid of \$5 million.

Richard asked what kind of revenue this would generate in its current condition.

Chad responded that there was an analysis of the revenue and it is underperforming right now, but it is about 40 percent leased and it is enough to cover the operations and maintenance.

Richard stated that this location was the center of the universe in World War II with all the war housing and when that was all torn down the Tower Mall showed up and it too was the center of the commercial universe for Vancouver. This seems like a unique opportunity and the challenge Richard had when he heard about it is that the board was not consulted at all and that gets back to the CCRA trying to partner with the city and coming up with priorities of where they should spend their time and money and allocating the resources.

Richard noted that this is unfortunately another example where there is a communication disconnect and the only way that the board is going to get on the same page with the city and be involved in key decisions like this is if they are representing the entire city. There are only so many hours in the day for the board members but maybe it would mean that they are just involved in very large projects that come through. He confessed that he was disappointed that the board was not included in this discussion and believes it is to the city's benefit and the board's benefit if they can have regular discussions and regular input as to what the development priorities for the city ought to be and try and get a handle on what kind of resources may be available and then help to allocate them, because you could take \$5 million and buy a big parcel in downtown Vancouver, or maybe get a location for a performing arts center,

or jump start the public parking facility. He is not saying that this is a bad investment of public funds.

Chad responded that there is a long list of needs.

Richard responded he doesn't believe that the board is part of that discussion and there is a risk of losing board members and interest of the people around the table if they are not included in those discussions.

Chad responded that he understands and stated that this was a very sensitive issue as this is a small community and it was very closely held. Council talked about it in an executive session before they came out to give the city manager the direction to move forward with the purchase. Frankly, there wasn't time and it is really the city manager's call who to include in something like this, but he would be happy to arrange a meeting with the city manager to talk about it; but that was the decision that was made.

David asked where the funds are coming from.

Chad stated that it was from undesignated general funds, as revenues came in higher than projected and budgeted for last year. Some of that undesignated set of funds will be used to do some pre-planning for the new operations center on Fourth Plain. Council felt comfortable spending the remainder of that on this project and they know all of the competing interests to, so they are not looking at this in a vacuum.

CCRA Development Subcommittee Report

Chad stated that the subcommittee met on June 1, 2017, and discussed the item on today's Agenda for Gramor Development, who has requested amendments to the development agreement.

WATERFRONT: DRAFT DEVELOPMENT AGREEMENT AMENDMENT #3

Chad Eiken went over his presentation. Please see "Waterfront Development Agreement – Third Amendment" Staff Report, dated June 15, 2017, and "Waterfront D.A. Proposed Third Amendment" Presentation, dated June 15, 2017.

Chad stated that approximately two months ago, Julie Hannon, Parks and Recreation Director, City, was before the board regarding proposed amendments to the waterfront agreement that the city was requesting, and had to do with the timing on when the city's portion of the park improvements would be constructed and moving those deadlines out, mainly because of the weather this winter that have caused some delays. Gramor also had some requested changes, which are before the board.

Julie Hannon, Parks and Recreation Director, stated that right now they are in a little bit of a flux due to the consistent weather we are having. Up until this week the water level was hovering at about 14; 15 is really flood level. It dropped a bit last week pretty dramatically but it is still at about 12.5. The tricky part is some of the floor of the nearby shore way has shifted with the current rain and fast currents. Last week they completed a survey at the bottom of the shoreline and are still waiting to get the data from that before they can decide if there is a change in how they can stagger and stage the construction. Right now Tapani, who is doing the two sides of the park, the east and west side, are on a suspended contract and are not on the site at all. They have put in all utilities they can and have done all the work they can do. They really need the water to get down to about 9.5 before they can get back on site, so

they are still several weeks away from getting restarted. They are hoping that the survey information will give some alternates of staging the equipment and construction, but they don't have enough information yet to look at any firm deadlines.

Richard asked for purposes of the board making a recommendation to the City Council, this is undecided which is a little odd and asked how they can recommend anything.

Chad responded that staff would really like to get the board's input on the first two items and if the board has input on the others that would be great as well.

Richard asked Julie if the basic point was that they need money from Gramor in time to be able to finish the park.

Julie responded that right now the way the schedule is, or the way it is anticipated moving forward, payments would be set back according to the construction that is in the current schedule, so the timing of getting the money and the construction they don't anticipate that relationship changing. It is just when the dates are going to occur, so it's date certain in the contract, but she does not believe there is any disagreement on either party that the funding will have the same relationship to the contract and one payment will come in and the next payment will come in a year later and then one comes in on final completion. So those relationships will still stay intact, it is just when the first trigger point is and that is what they do not know, which triggers the rest of the payments.

Richard asked if how it works is to get the last payment on final completion.

Julie responded that has worked and that has been the understanding from the beginning.

Richard asked Chad if he could define the board's role with regards to this.

Chad responded that staff would like a recommendation from the Board to move forward with the changes to the agreement, to the extent that if the board wants to narrow that to the two items, that would be fine as well. Staff is comfortable working through the remaining details on the other items.

Matt Grady, Gramor Development, stated he was glad to hear these discussions going on today; he and Chad have been working together and he knew that the FAA description of what has happened and what they are asking for would probably be the most complex piece of information to educate people about, so Matt helped Chad work on some of the slides generated and shown today. The line of thinking from the partnership was that the FAA took a difference change. They extended their permits a second time and lasts for 18 months. The whole development agreement and the whole development plan and everybody's investment strategies were all devoted to assuming that there would be that much density in everything on this project site. There was a change in the way the FAA likes to review their rules and regulations and they came back and determined basically that the 178 feet above sea level was what determines the maximum allowable height, pretty much across the site. This impacts the middle to the western part of the site, which is where there is more density and there is also provisions in the development agreement which state maximum and minimum amounts of square-footage. The partners take on that is even though the FAA has limited a number of the stories, they as developers of the site want to be given the opportunity to build as many dwelling units as they can, so the maximum capacity was

3,300 dwelling units. They could lose 500 dwelling units with this exercise that is going on right now by the FAA, but this project is going to keep on going for many years. After these first six blocks get developed there are 15 more blocks to get developed and they want the ability to capture as much density as they can.

Trends may change and people may want smaller units and therefore they build more units so they can get back close to the 3,300 units, but it is going to be a test of time and there are market shifts which may happen and they want to be prepared as a developer. The city has devoted a huge sum of money for the most robust park ever. The roads are going in now, the lift station, which is almost completed and was built on the assumption of close to the maximum build-out, so they are not going to unwind the new lift station which is ready to go online. They believe it is premature to give up on the ranges of numbers of units which are allowed in a certain section within the development agreement, so today we are talking about what we know.

They know the FAA's stance right now and when they go to renew again maybe there will be another change and somebody says there is something different going on and the interpretation is the same regulations they had in 2009. They also do not know where the bridge is going, that bridge design was designed once already and pretty much ready to go and now it is going to go through another redesign and there is push to actually work on that bridge and that will have a huge impact of patterns coming out of Pearson Airfield. That dice has not been thoroughly cast yet and he believes that it is pretty premature of them to give up on the FAA heights that they know today.

Richard asked if they decided as a group not to go through an appeal process, if there is such a process, with the FAA.

Matt responded that they have conferred with consultants they hired out of Chicago and they have accepted the heights only for those blocks that they are developing right now. The rest of them are held in advance so he can go back to the FAA in Seattle and explain they have another buyer for say block 17 and they want a height certain, so they will accept their height and will go with it right now because the options right now do not say anything, which means that they are subject to the city's heights because you cannot go higher than the range that the city has allocated. So they are holding those in advance right now just to let them sit there, because if they actually make a decision on all the rest of the lots right now then they have tainted their ability to go back to Washington DC in front of a whole new committee and actually petition the FAA, which is going to be the next step. Right now they can hold the decision and not actually cast it to go against the FAA, which takes a process. They think with the test of time they can get the density back up to where the city believes it was going to be even with the reductions in stories.

Richard asked if Matt was okay with this interim approach as amended.

Matt responded that they are.

Board member Brad Hutton asked regarding parking where it indicates that the 15-year period was too long, and would it be temporary standards for 5 to 6 years or is the city asking them to fully improve it.

Chad responded that it would be almost fully improved and the one missing piece would be the internal landscaping that would be required typically, which would not apply.

David asked if the waterfront has the option to charge for that parking or is it just free for the use of the retail and the park.

Matt responded that they will be privately owned and operated, so the waterfront will be charging for parking, commensurate with the same amount of parking fees which will be instituted on the streets.

David commented if you have a 7 F.A.R. and you have so much height and you reduce that to 3.5, theoretically the math for the bulk of the building is the same and if there was any analysis in a previous versus now to meet that F.A.R. Do they become squattier or wider or not as much pin tower, as he thought at some point there was a discussion about more view corridors and the idea was with the higher height, a certain max F.A.R. promoted or allowed the use of pin towers and assumes that this would not because they are maximizing that under a lower F.A.R.

Matt responded to a certain degree, as you are talking about buildings which would still be up 14 stories, and whether somebody can actually come up with a design which still maximizes the density. If you have a hallway and you go double-loaded on both sides and come up with a certain width, then soon it becomes uneconomical to build even at a wider platform because you are trying to get bigger more square footage in a lower elevation. So there comes a point where you have to push and pull both of those factors together.

David asked if that maybe opens up the waterfront to opposition from a shoreline issue who want to argue the fact that now the view corridors have been reduced from earlier designs.

Matt responded that they really haven't got into that type of a discussion as nobody has got that far. People are still gulping at the fact that they got chopped down in elevation that nobody has really thought what a collection of towers look like now that they are squattier and fatter.

Jack commented on David's question and Matt's response that it does limit the options and makes for perhaps a less exciting plan overall.

Matt responded that he would have to agree with that.

Board member Marc Fazio stated he was a little disappointed with the FAA as this development agreement is 10 years old.

Motion by Debi Ewing, seconded by Brad Hutton, and passed unanimously to recommend to City Council the proposed changes to the Waterfront Development Agreement with Columbia Waterfront LLC with regard to surface parking lots and F.A.R.

1505 BUILDING (15TH AND MAIN)

Patrick Tiland, Tiland Schmidt Architects, and Albert Angelo, gave a brief presentation on their project on 15th and Main. Please see "1505 Building Plans" document.

Richard asked if this project would be going in this year or is it a next year deal.

Albert responded that it would be this year.

David asked if the current parking meets all the current codes relative to surface parking.

Chad responded yes it does.

Richard asked how they would accommodate bikes.

Patrick responded that they have a secure bike locker in the garage that will serve 12 bikes.

Albert stated that there will be a shower and some other amenities downstairs that could be used for co-op and they want to make this a spot that is synergistic with the uptown development and other folks on Main Street where you are getting that crossover appeal from either retail or office and biking up to the restaurants. They are flexible and have had a few possible tenants already.

Richard asked what types of retail they hoped to get in there.

Albert responded that right now it is looking more office than retail even on the ground floor. There are some new companies coming in from Portland and others that are on second basis and hopefully coming round for third. It might need more than one-story and if they need the full building and they are able to take it all then they can work around and be flexible.

OVERVIEW OF CITY TO CITY VISIT TO MINNEAPOLIS - ST. PAUL

Chad and Richard showed the board slides from their trip to Minneapolis and St. Paul.

OTHER BUSINESS

There was no other business to be addressed.

EXECUTIVE SESSION (AS NEEDED)

No executive session was needed.

PUBLIC TESTIMONY

Richard opened Public Testimony.

- Todd Boulanger, 215 W. 4th Street. Todd stated he had comments on almost every item. Admin meeting housekeeping; it is tough for the public to follow what goes on in these meetings; for example when the March 16th Minutes aren't on the website, meeting materials aren't put up, the Tower Mall item wasn't on the Agenda; the board members got a handout but the public could not see what was going on.

On the 1505 project per circulation, the west driveway entrance maybe too close to SR 500, especially when the Vine is loading. He is not sure that WSDOT really looked into that driveway when the Vine project went in, so the developer may want to check that.

Richard responded that is beyond the board's scope and suggested Todd put it in writing.

Regarding the waterfront development agreement he concurs and believes that Richard and other board members asked about the message and believes the FAA is being tarred unfairly regarding the building height issue. It is a more complex issue; Pearson Pilots and the market not supporting all of the floors that potentially the developers could build and he believes that is missing in the message.

David asked if he could retrace that statement as he is not following.

Todd responded that he had read in the Columbian, and can only know what he reads at this meeting, that for one of the initial buildings the number of floors was lower than what the FAA would allow. That would mean that it is the financial market that is potentially holding that building to reach the F.A.R. Overall he is saddened that the waterfront is proposing about 2,500 people. It has been sold to the public as being a much larger area given the investment. Specifically on the materials handed out, attachment figure H may need to be rechecked. The short-term F.A.R. may be as low as 2.95 based on figure H, and that was the figure with the additional request for more blocks to be surface parking and that F.A.R. of 2.95 is actually 35 percent lower than the minimum in the 2009 development agreement. Additionally, for the development agreement he would recommend massaging the topic of surface parking and maybe put in language regarding mechanical parking as an additional option versus just another parking lot that could be there 6, 10, 15 years. He supports the city's stance that it should not underwrite private parking, which is important given some of the issues in the past. He supports Marc's comments about Gramor seeking to work with FAA legally on raising the heights and maybe the city should request that the building structural design support the addition of additional floors in the future if the FAA changes its mind as it may.

Richard thanked Todd for his feedback and stated that everybody, including the developer, wants the ability to do taller buildings down the road and he is sure they will fight for that. He suggested Todd put his details in a memo for Chad to review.

Richard closed Public Testimony.

NEXT MEETING

There being no additional business, the meeting adjourned at 1:30 p.m.

The next regular meeting will be held on July 20, 2017, at 11:50 a.m. at City Hall, Council Chambers.

Approved:

Richard Keller, President



To request other formats, please contact: Rosemary Armour (360) 487-7813 | WA Relay 711 | TTY: (360) 487-8602 | rosemary.armour@cityofvancouver.us

The background of the slide features a photograph of Vancouver City Hall, a modern building with a curved glass facade and brick accents. The words "VANCOUVER CITY HALL" are visible on the building's exterior. In the foreground, there are vibrant pink and purple flowers, possibly petunias, which are slightly out of focus, adding a natural and colorful element to the design.

Shoreline Master Program Amendments to Chapters 4, 6, and 8



July 16, 2018

Vancouver City Council

Public Hearing

Rebecca Kennedy, Long Range Planning Manager

Jennifer Campos, Principal Planner

Keith Jones, Senior Planner

Presentation Overview

SMP overview and purpose

Review proposed SMP amendments related to:

- Replacement of overwater structures and buildings
- Joint-use docks
- On-water residences
- Live-aboard boats

Replacement of Overwater Structures and Buildings

Current Issues:

- A key element of the City of Vancouver's City Center Vision (VCCV) Plan is the redevelopment of the Columbia West Renaissance District
- The Port of Vancouver's Waterfront Development Plan identified a key mix-used development at the Terminal 1 site



Replacement of Overwater Structures and Buildings

Current Issues (cont.):

- The pier and building are also in the identified right-of-way zone for a replacement I-5 bridge
- While replacement of the pier would likely qualify as normal repair per WAC 173-27-040(2)(b), the existing building on this site would need to be relocated
- The building is a non-conforming building, and the relocation of this building would constitute a new overwater structure for water-enjoyment use

Replacement of Overwater Structures and Buildings

Proposed Amendments:

- Add a Section to 4.3.1.4 (Management Policies for the Aquatic definition) to allow for existing over-water structures in the Aquatic designation to be used for water related and water enjoyment uses
- Amend Table 6-1 (Shoreline Use, Modification and Development Standards) to allow water related and water enjoyment uses for structures in the Aquatic designation on the Columbia River between the I-5 and BNSF railroad bridges as a conditional use and add height limits for the same uses

Replacement of Overwater Structures and Buildings

Proposed Amendments (cont.):

- Add a new section to 6.3.4(8) (Commercial Uses) to provide specific requirements structures would need to meet in the Aquatic designation on the Columbia River between the I-5 and BNSF railroad bridges

Joint-use Docks

Current Issues:

- The current definition of joint-use dock does not specifically state the parcels with access to the joint use dock have to be contiguous to each other
- It also does not indicate if the parcels must be residential, or if the lots are capable of being developed in compliance with the zoning ordinance or the SMP



Joint-use Docks

Proposed Amendments:

- Amend Section 6.3.3.4(6) (Joint Use and Community Moorage Facilities) to clarify new joint-use docks and piers may be allowed only when serving two or more contiguous residential legal lots of record
- Amend Chapter 8 definitions to include an amended definition of Dock, Joint Use, to comply with the proposed revision to Section 6.3.3.4(6).

On-water Residences

Current Issues:

- Effective September 7, 2017, certain definitions were amended in WAC 173-26-020 that added definitions of floating homes and floating on-water residences
- The revisions are intended to clarify that certain floating structures are considered floating on-water residences and not vessels



On-water Residences

Proposed Amendments:

- Amend Sections 6.3.11.1 (Residential Development) and 6.3.11.2 (Floating Home Development) to incorporate the provisions of WAC 173-26-241(3)(j)(iv) relating to the prohibition of on-water residences
- Amend Chapter 8 definitions to include an amended definition of floating on-water residence, to comply with WAC 173-26-020(18)

Live-aboard Boats

Current Issues:

- The Washington SMA and the Vancouver SMP do not allow on-water residences, but do allow live-aboard boats within marinas
- The intent of the state law and the City's SMP is to allow a limited number of live-aboard boats within marina areas and prohibit floating homes
- Clarity is needed with the definition so that all parties are clear on what constitutes a live-aboard vessel

Live-aboard Boats

Proposed Amendments:

- Amend Chapter 8 definitions to provide clarity on what constitutes a live-aboard boat



Next Steps/Timeline

- Planning Commission Workshop – February 27, 2018
- SEPA process completed in February - March
- Planning Commission Hearing – April 24, 2018
- City Council First Reading – July 9, 2018
- City Council Public Hearing – July 16, 2018
- Final review and approval by Department of Ecology – June 2018

Questions and Discussion

- Jennifer Campos, Principal Planner
Jennifer.Campos@cityofvancouver.us



Staff Report 104-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/16/2018

SUBJECT Proposed amendments to the City's Shoreline Master Program (SMP) Chapters 4, 6, and 8

Key Points

- Development along the waterfront that would help meet the goals of the City's Vancouver City Center Vision (VCCV) Subarea Plan is dependent on the ability to move and replace a pier and building due to the physical condition of the pier and the potential future alignment of the Interstate 5 bridge.
- Current SMP language does not allow for relocating the existing structures, so an amendment is needed that would allow existing over-water structures constructed prior to the adoption of the SMP and located from the Interstate 5 Bridge downstream to the railroad bridge (a portion of the Columbia River Shoreline Enhancement Plan District) be used for water-dependent, water related and/or water enjoyment uses.
- Washington Administrative Code (WAC) is one of the guiding documents for the SMP. WAC 173-26 regulations in regards to on-water residences were recently updated. Therefore, corresponding sections in the Vancouver SMP must be revised in order to be compliant with WAC updates.
- Current SMP language needs clarity in regards to joint-use docks and live-aboard boats to ensure compliance with SMP policies and regulations.

Strategic Plan Alignment

Goal 7: Build on our status as the largest city on the Columbia River by strengthening connections to the river and the waterfront.

Present Situation

Overwater Structures and Buildings

A key element of the City of Vancouver's City Center Vision (VCCV) Plan is the redevelopment of the Columbia West Renaissance District, which includes the Port of Vancouver's Terminal 1 site.

In order to complete the planned redevelopment of Terminal 1, the pier and subsequent building would have to be replaced due to the age and deterioration of the supporting piles affecting the long-term structural sufficiency of the pier. The pier and building are also in the identified right-of-way needed for an I-5 replacement bridge, which would mean the structures would need to be removed to accommodate a new bridge.

While replacement of the pier would likely qualify as normal repair per WAC 173-27-040(2)(b), the building on this site would need to be relocated. This building is a non-conforming building, and the relocation of this building would constitute a new overwater structure for water-enjoyment use. Current SMP language prohibits both the relocation of a non-conforming use and building a new overwater structure for water-enjoyment use in the Aquatic shoreline designation.

Joint-use Docks

Some requirements related to joint-use docks are vague or are not compatible with other provisions of the SMP. As currently written, the definition of Dock, Joint-Use does not specifically state if the parcels with access to the joint use dock have to be contiguous to each other, nor does it indicate the parcels must be residential, or if the lots are capable of being developed in compliance with zoning ordinance or SMP. This ambiguity has generated inquiries whether a joint-use dock would be allowed if the lots were separated, were in different zones, or were not on developable lots.

On-water Residences

Effective September 7, 2017, certain definitions were amended in WAC 173-26-020 relating to on-water residences/floating homes. The revisions added definitions of floating homes and floating on-water residences (PERMANENT RULES; Washington State Code Reviser's Office filing number 17-17-016; Order 15-06—Filed August 7, 2017, 2:58 p.m., effective September 7, 2017). The revisions are intended to clarify that certain floating structures are considered floating on-water residences and not vessels.

Live-aboard Boats

The Washington State Shoreline Management Act (SMA) and the Vancouver SMP do not allow on-water residences, but do allow live-aboard boats within marinas (up to 20% of the marina's slips if utilities and restroom facilities are provided). The intent of the state law and the City's SMP is to allow a limited number of live-aboard boats within marina areas and prohibit floating homes. The intent is to allow recreational boats within marinas to be used as live-aboard vessels while not allowing large, unseaworthy vessels.

Advantage(s)

1. Allows needed development in a very targeted and limited way that will still protect shorelines and their functions.
2. Ensures State compliance.
3. Improves clarity to ensure compliance with SMP policies and regulations.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

Workshop on July 2, 2018

Action Requested

On Monday, July 16, 2018, subject to second reading and public hearing, approve the ordinance.

Jennifer Campos, Principal Planner, 487-7728

ATTACHMENTS:

- ▣ Ordinance
- ▣ Chapter 4
- ▣ Chapter 6
- ▣ Chapter 8

This staff report references the terms and conditions of the request for approval. Any document referred to herein and that is not attached may be reviewed prior to the City Council meeting in the office of the City Manager, or online at www.cityofvancouver.us/council. Documents may be reviewed following scheduled Council meetings in the office of Central Records, 415 West 6th Street, Vancouver, WA. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

07/09/18
07/16/18

ORDINANCE NO. _____

AN ORDINANCE relating to the City of Vancouver’s implementation of shoreline management as required by Revised Code of Washington (“RCW”) Chapter 90.58, the Shoreline Management Act; amending the City of Vancouver Shoreline Master Program (SMP) Chapter 4, Shoreline Designations Section 4.3.1.4; Chapter 6, Specific Shoreline Use Regulations Table 6-1; Section 6.3.3.4, Joint Use and Community Moorage Facilities; Section 6.3.4, Commercial Uses; Section 6.3.11, Residential Development; and Chapter 8, Definitions; subject to approval by the Washington State Department of Ecology (Ecology); providing for severability; and providing for an effective date.

WHEREAS, the State of Washington Shoreline Management Act, RCW Chapter 90.58, requires that counties and cities incur certain duties, obligations and responsibilities with regard to implementation of said Act; and

WHEREAS, in 2003 Ecology adopted revised Washington Administrative Code chapters containing state rules (commonly referred to as the “2003 Guidelines” or “Guidelines”) for developing and approving local shoreline master programs; and

WHEREAS, pursuant to RCW 90.58.080, the City of Vancouver reviewed and updated its shoreline master program for consistency with the required elements of the 2003 Guidelines; and

ORDINANCE - 1

WHEREAS, on November 21, 2011, the Vancouver City Council adopted the updated Shoreline Master Program, which became a part of the City's development regulations and was implemented under Vancouver Municipal Code ("VMC") Chapter 20.760; and

WHEREAS, the Vancouver City Center Vision (VCCV) Plan includes the goal of redeveloping the waterfront; and

WHEREAS, the Port of Vancouver's Terminal No. 1 Waterfront Development Master Plan is located within the VCCV boundary and meets the waterfront development goals of the VCCV plan, but requires the replacement of an overwater structure; and

WHEREAS, the City of Vancouver's Shoreline Master Program ("SMP") does not currently allow replacement of overwater structures; therefore it is necessary to amend Section 4.3.1.4, Management Policies, Table 6-1, Shoreline Use, Modification and Development Standards, and Section 6.3.4.8, Commercial Uses; and

WHEREAS, Washington Administrative Code ("WAC") 173-26 was recently updated to prohibit on-water residences/floating homes; therefore the Vancouver Shoreline Master Program Section 6.3.11, Residential Development, and Chapter 8, Definitions, must be amended to ensure consistency with WAC 173-26-241(2)(j)(iv); and

WHEREAS, the City of Vancouver's Shoreline Master Program Section 6.3.3.4(6), Joint Use and Community Moorage Facilities, and Chapter 8, Definitions, should be amended to provide clarity concerning current regulations; and

WHEREAS, the City of Vancouver's Shoreline Master Program Chapter 8, Definitions, should be amended in regards to live-aboard boats to provide clarity on what constitutes a live-aboard boat; and

ORDINANCE - 2

WHEREAS, the proposed amendments are consistent with the Growth Management Act, the City's Comprehensive Plan and development regulations, and Ecology's 2003 Guidelines; and

WHEREAS, the proposed revisions would advance achievement of GMA Goal 10 by incorporating amendments to Shoreline Master Program Chapter 4, Shoreline Designations Section 4.3.1.4; Chapter 6, Specific Shoreline Use Regulations Table 6-1; Section 6.3.3.4, Joint Use and Community Moorage Facilities; Section 6.3.4, Commercial Uses; Section 6.3.11, Residential Development; and Chapter 8, Definitions; and

WHEREAS, the City council adopts this Ordinance as set forth below.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings. The recitals set forth above are adopted as the legislative findings of the City Council of the City of Vancouver in support of adoption of this ordinance to amend The Vancouver Shoreline Master Program.

Section 2. The City of Vancouver Shoreline Master Program, Chapter 4, Shoreline Designations, Section 4.3.1.4, Management Policies, adopted by Ordinance M-3995 and as amended, is hereby amended to read as follows:

4.3.1.4 Management Policies

In addition to the other applicable policies and regulations of this Program the following management policies shall apply:

ORDINANCE - 3

1. New over-water structures should be allowed only for water-dependent uses, public access, recreation, or ecological restoration.
2. Shoreline uses and modifications should be designed and managed to prevent degradation of water quality and natural hydrographic conditions.
3. In-water uses should be allowed where impacts can be mitigated to ensure no net loss of shoreline ecological functions. Permitted in-water uses must be managed to avoid impacts to shoreline ecological functions. Unavoidable impacts must be minimized and mitigated.
4. On navigable waters or their beds, all uses and developments should be located and designed to:
 - a. Minimize interference with surface navigation;
 - b. Consider impacts to public views; and
 - c. Allow for the safe, unobstructed passage of fish and wildlife, particularly species dependent on migration.
5. Multiple or shared use of over-water and water access facilities should be encouraged to reduce the impacts of shoreline development and increase effective use of water resources.
6. Structures and activities permitted should be related in size, form, design, and intensity of use to those permitted in the immediately adjacent upland area. The size of new over-

water structures should be limited to the minimum necessary to support the structure's intended use.

7. Natural light should be allowed to penetrate to the extent necessary to discourage salmonid predation and to support nearshore habitat unless other illumination is required by state or federal agencies.
8. Aquaculture practices should be encouraged in those waters and beds most suitable for such use. Aquaculture should be discouraged where it would adversely affect the strength or viability of native stocks or unreasonably interfere with navigation.
9. When shoreline uses, development, activities, and modifications in the Aquatic shoreline designation require use of adjacent landward property, that landward property should be in a shoreline designation that allows that use, development, activity or modification.
10. Over-water structures constructed prior to the adoption of this Program and located from the Interstate 5 Bridge downstream to the railroad bridge (a portion of the Columbia River Shoreline Enhancement Plan District) may be used for water-dependent, water related and/or water enjoyment commercial uses.
 - a. Permitted development should include designs that are reflective of the local history and/or prior structures on the site.
 - b. Shoreline uses and modifications should be consistent with the policies set forth in the Vancouver City Center Vision (VCCV) Subarea Plan, including providing public access to the shoreline.

Section 3. The City of Vancouver Shoreline Master Program, Chapter 6, Specific Shoreline Use Regulations, Table 6-1, adopted by Ordinance M-3995 and as amended, is hereby amended to read as follows:

Table 6-1. Shoreline Use, Modification and Development Standards

Table 6-1 is to be used and understood together with the related policies and regulations of this Program.

“Uses” refers to uses, structures, and/or developments as applicable.

Setbacks are landward from the OHWM in the NT, UC, MI, HI, RC-RD, & RC-RL shoreline designations and waterward of the OHWM in the AQ Shoreline Designation.

Abbreviations P = Permitted; C = Conditional Use; X = Prohibited; N/A = Not Applicable; UNL = Unlimited.	AQ (Both)	NT (Both)	UC (Urban)	MI (Urban)	HI (Urban)	RC-RD (Rural)	RC-RL (Rural)
Shoreline Designation	Aquatic	Natural	Urban Conservancy	Medium Intensity	High Intensity	RC Residential	RC Resource Lands
Shoreline Uses							
Agriculture							
Agriculture	X	X	C	P	P	P	P
• <i>Setback</i>	N/A	N/A	100'	100'	100'	100'	100'
• <i>Height</i>	N/A	N/A	35'	35'	35'	35'	35'
Aquaculture							
Aquaculture, General	P	X	C	C	C	C	C
• <i>Setback</i>	0'	N/A	50'	50'	50'	50'	50'
Boating Uses							
Motorized Boat Launches	P	X	C	C	P	P	P
• <i>Setback</i>	0'	N/A	0'	0'	0'	0'	0'
Non-motorized Boat Launches	P	C	P	P	P	P	P
• <i>Setback</i>	0'	0'	0'	0'	0'	0'	0'
Marinas	P	X	X	C	P	C	C
• <i>Setback</i>	0'	N/A	N/A	25'	25'	25'	25'
• <i>Height</i>							
- 0'-100' from OHWM	20'	N/A	N/A	25'	35'	25'	35'
- >100' from OHWM	20'	N/A	N/A	35'	45'	35'	45'
Docks, Piers, Mooring Buoys	P¹	X	P¹	P¹	P¹	P¹	P¹

Abbreviations P = Permitted; C = Conditional Use; X = Prohibited; N/A = Not Applicable; UNL = Unlimited.	AQ (Both)	NT (Both)	UC (Urban)	MI (Urban)	HI (Urban)	RC-RD (Rural)	RC-RL (Rural)
Shoreline Designation	Aquatic	Natural	Urban Conservancy	Medium Intensity	High Intensity	RC Residential	RC Resource Lands
• <i>Setback</i>	0'	NA	0'	0'	0'	0'	0'
Commercial Uses							
Water-dependent	C	X	X	P	P	C	C
• <i>Setback</i>	0'	N/A	N/A	0'	0'	0'	0'
• <i>Height</i>							
- 0'-100' from OHWM	45 ³ 35'	N/A	N/A	35'	35' ²³	35'	35'
- >100' from OHWM	45 ³ 35'	N/A	N/A	45'	60' ²³	45'	45'
Water-related, Water-enjoyment	X/C³	X	X	P	P	C	C
• <i>Setback</i>	N/A	N/A	N/A	25'	25' ²³	25'	25'
• <i>Height</i>							
- 0'-100' from OHWM	N/A35' ³	N/A	N/A	25'	35' ²³	35'	35'
- >100' from OHWM	N/A35' ³	N/A	N/A	35'	45' ²³	45'	45'
Non-water-oriented	X	X	X	C³⁴	C³⁴	X	X
• <i>Setback</i>	N/A	N/A	N/A	100'	100' ³	N/A	N/A
• <i>Height</i>	N/A	N/A	N/A	25'	25' ²³	N/A	N/A
Forestry							
Log Storage	C	X	X	X	P	X	P
• <i>Setback</i>	0'	N/A	N/A	N/A	50'	N/A	50'
Timber Harvest	X	X	C	P	P	P	P
• <i>Setback</i>	N/A	N/A	100'	100'	50'	100'	50'
Industrial Uses							
Water-dependent	P	X	X	X	P	X	X
• <i>Setback</i>	0'	N/A	N/A	N/A	0'	N/A	N/A
• <i>Height</i>							
- 0'-100' from OHWM	UNL	N/A	N/A	N/A	UNL	N/A	N/A
- >100' from OHWM	UNL	N/A	N/A	N/A	UNL	N/A	N/A
Water-related	X	X	X	X	P	X	X
• <i>Setback</i>	N/A	N/A	N/A	N/A	50'	N/A	N/A
• <i>Height</i>							
- 0'-100' from OHWM	N/A	N/A	N/A	N/A	UNL	N/A	N/A
- >100' from OHWM	N/A	N/A	N/A	N/A	UNL	N/A	N/A
Non-water-oriented	X	X	X	X	P	X	X
• <i>Setback</i>	N/A	N/A	N/A	N/A	100'	N/A	N/A
• <i>Height</i>	N/A	N/A	N/A	N/A	35'	N/A	N/A
Institutional Uses							
Water-dependent	C	X	C	P	P	C	C
• <i>Setback</i>	0'	N/A	0'	0'	0'	0'	0'
• <i>Height</i>							
- 0'-100' from OHWM	35'	N/A	25'	35'	35'	35'	35'
- >100' from OHWM	35'	N/A	35'	45'	35'	45'	45'

Abbreviations P = Permitted; C = Conditional Use; X = Prohibited; N/A = Not Applicable; UNL = Unlimited.	AQ (Both)	NT (Both)	UC (Urban)	MI (Urban)	HI (Urban)	RC-RD (Rural)	RC-RL (Rural)
Shoreline Designation	Aquatic	Natural	Urban Conservancy	Medium Intensity	High Intensity	RC Residential	RC Resource Lands
Water-related	X	X	X	P	P	C	X
• <i>Setback</i>	N/A	N/A	N/A	25'	25'	50'	NA
• <i>Height</i>							
- 0'-100' from OHWM	N/A	N/A	N/A	35'	45'	35'	N/A
- >100' from OHWM	N/A	N/A	N/A	45'	60'	35'	N/A
Non-water-oriented	X	X	X	C³⁴	C³⁴	X	X
• <i>Setback</i>	N/A	N/A	N/A	100'	100'	N/A	N/A
• <i>Height</i>	N/A	N/A	N/A	35'	35'	N/A	N/A
Mining							
Gravel Mining	C⁴⁵	X	X	X	C⁴⁵	C⁴⁵	C⁴⁵
• <i>Setback</i>	0'	N/A	N/A	N/A	200'	200'	200'
Hard Rock Mining	X	X	X	X	C⁴⁵	C⁴⁵	C⁴⁵
• <i>Setback</i>	N/A	N/A	N/A	N/A	100'	100'	50'
Parking							
Primary Use	X	X	X	X	X	X	X
• <i>Setback</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Accessory Use	X	X	P	P	P	P	P
• <i>Setback</i>	N/A	N/A	100'	100'	50'	100'	100'
• <i>Height</i>	N/A	N/A	35'	35'	35'	35'	35'
Recreational Uses							
Water-dependent	P	P⁵⁶	P	P	P	P	P
• <i>Setback</i>	0'	0'	0'	0'	0'	0'	0'
• <i>Height</i>	15'	15'	15'	35'	35'	35'	35'
Water-related/enjoyment (trails generally parallel to the shoreline, accessory bldgs)	C⁵⁶	C⁵⁶	P	P	P	P	P
• <i>Setback</i>	0'	50' ⁶⁷	50' ⁶⁷	50' ⁶⁷	20'	20'	20'
• <i>Height</i>	15'	15'	15'	35'	35'	35'	35'
Public access connections generally perpendicular to the shoreline to water- related/enjoyment features (viewpoints, fishing piers)							
• <i>Setback</i>	0'	0'	0'	0'	0'	0'	0'
Non-water-oriented (golf courses, sports fields)	X	X	C	C	C	C	X
• <i>Setback</i>	N/A	N/A	100'	100'	100'	200'	N/A
• <i>Height</i>	N/A	N/A	25'	25'	25'	15'	N/A
Residential Uses							
Single-family ⁷⁸	X	X	P	P	X	P	P
• <i>Setback</i>	N/A	N/A	100'	50'	N/A	100'	100'

Abbreviations P = Permitted; C = Conditional Use; X = Prohibited; N/A = Not Applicable; UNL = Unlimited.	AQ (Both)	NT (Both)	UC (Urban)	MI (Urban)	HI (Urban)	RC-RD (Rural)	RC-RL (Rural)
Shoreline Designation	Aquatic	Natural	Urban Conservancy	Medium Intensity	High Intensity	RC Residential	RC Resource Lands
• <i>Height</i>	N/A	N/A	35'	35'	N/A	35'	35'
• <i>Density</i>	N/A	N/A	In accordance with the underlying zoning				
Floating homes (new)	X	N/A	N/A	N/A	N/A	N/A	N/A
• <i>Height</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Floating homes (existing) ⁸⁹	P	N/A	N/A	N/A	N/A	N/A	N/A
• <i>Height</i>	Existing	N/A	N/A	N/A	N/A	N/A	N/A
Multifamily	X	X	X	P	P	X	X
• <i>Setback</i>	N/A	N/A	N/A	35'	35'	N/A	N/A
• <i>Height</i>	N/A	N/A	N/A	35'	35'	N/A	N/A
• <i>Density</i>	N/A	N/A	N/A	In accordance with the underlying zoning		N/A	N/A
Signs							
Sign heights are regulated in accordance with VMC 20.960 or VMC 20.450 as applicable. Free-standing informational signs in the Aquatic SD are limited to 15' ⁹¹⁰ .							
Agricultural	X	X	X	X	P	P	P
Fascia or Wall Signs	X	X	X	P	P	P	P
Free Standing Informational	P	P	P	P	P	P	P
High School Electronic Message	X	X	X	P	P	P	P
Monument	X	P	P	P	P	P	P
Navigation	P	P	P	P	P	P	P
Transportation Uses							
Highways, Arterials, Railroads (parallel to OHWM)	C ⁴⁰¹¹	X	P	P ⁴⁰¹¹	P ⁴⁰¹¹	P	P
• <i>Right-of-Way Setback</i>	0'	N/A	200'	100' ⁴⁰¹¹	100' ⁴⁰¹¹	200'	200'
Secondary/Public Access Roads (parallel to OHWM)	X	X	P	P	P	P	P
• <i>Right-of-Way Setback</i>	NA	N/A	100'	50'	50'	100'	100'
Secondary/Public Access Roads (perpendicular to OHWM)	X	X	P	P	P	P	P
• <i>Setback</i>	N/A	N/A	Limited to the setback for the use the road is serving ⁴¹¹²				
Bridges (perpendicular to shoreline)	C	C	C	P	P	C	C
• <i>Setback</i>	0'	0'	0'	0'	0'	0'	0'
Utility Uses							
Above-ground Utilities (parallel to shoreline)	C	C	P	P	P	P	P
• <i>Right-of-Way Setback</i>	0'	200'	100'	50'	50'	100'	100'
• <i>Structure Height</i>	15'	15'	35'	35'	UNL	15'	15'
• <i>Distribution Pole Height</i>	0'	45'	45'	45'	UNL	45'	45'
Electrical Transmission Lines	C	C	C	C	C	C	C
• <i>Tower Height</i>	UNL	UNL	UNL	UNL	UNL	UNL	UNL
Underground Utilities (parallel to	C	C	P	P	P	P	P

Abbreviations P = Permitted; C = Conditional Use; X = Prohibited; N/A = Not Applicable; UNL = Unlimited.	AQ (Both)	NT (Both)	UC (Urban)	MI (Urban)	HI (Urban)	RC-RD (Rural)	RC-RL (Rural)
Shoreline Designation	Aquatic	Natural	Urban Conservancy	Medium Intensity	High Intensity	RC Residential	RC Resource Lands
shoreline)							
• <i>Right-of-Way Setback</i>	0'	200'	100'	50'	50'	50'	50'
Underground Utilities (perpendicular to shoreline)	C	C	C	C	C	C	C
• <i>Right-of-Way Setback</i>	0'	0'	0'	0'	0'	0'	0'
Unclassified Uses							
Unclassified Uses	C	C	C	C	C	C	C
• <i>Setback</i>	0'	200'	100'	100'	100'	100'	100'
• <i>Height</i>	15'	15'	35'	35'	35'	35'	35'
Shoreline Modification							
Dredging and Dredge Material Disposal							
Non-maintenance Dredging	C	N/A	N/A	N/A	N/A	N/A	N/A
Maintenance Dredging	P	N/A	N/A	N/A	N/A	N/A	N/A
Dredge Material Disposal	C	X	X	C⁴²¹³	C⁴²¹³	C	C
Dredging & Disposal as part of Ecological Restoration/ Enhancement	P	C	P	P	P	P	P
Fill							
Speculative	X	X	X	X	X	X	X
Other	C⁴³¹⁴	P⁴⁴¹⁵	P	P	P	P	P
Flood Control Works and In-stream Structures							
Dams, Dikes, & Levees	C	X	C	C	P	C	C
Instream structures	C	N/A	N/A	N/A	N/A	N/A	N/A
Shoreline Restoration							
Ecological Restoration / Enhancement / Mitigation	P	P	P	P	P	P	P
Shoreline Stabilization							
Bioengineered/Non-Structural	P	P	P	P	P	P	P
Structural	C	X	C	C	C	C	C
Breakwaters, Jetties, Rock Weirs, and Groins	C	X	C	C	C	C	C

¹ Private docks permitted as community or joint-use only. See Section 6.3.3.4.

² See Section 6.3.4(7).

³ See Section 6.3.4(8). Allowed conditionally only on dock or pier structures located on the Columbia River from the Interstate 5 Bridge, downstream to the BNSF railroad bridge. See related policy Section 4.3.1(4).

³⁴ As part of mixed-use development only. See Section 6.3.4(4), 6.3.7(2) and (4).

⁴⁵ In Surface Mining Overlay areas only

⁵⁶ Passive only

⁶⁷ See Section 6.3.10(12, 13, and 14). Water-related/enjoyment features such as viewpoints, gazebos, or fishing piers may have a 0' setback when connected to a public access trail.

⁷⁸ See Section 6.3.11(11) for information about existing residential development on land.

⁸⁹ See Section 6.3.11(4) for information about existing floating homes.

⁹¹⁰ Above Ordinary High Water Mark (OHWM)

⁴⁰¹¹ See 6.3.13(6).

⁴⁴¹² New roads may connect to existing roads within shoreline jurisdiction as long as the connection is landward of the existing road and the ordinary high water mark.

⁴²¹³ Permitted outside of channel migration zones.

⁴³¹⁴ See Section 5.6.2(11).

⁴⁴¹⁵ Permitted for restoration only; otherwise prohibited.

Section 4. The City of Vancouver Shoreline Master Program, Chapter 6, Specific Shoreline Use Regulations, Section 6.3.3.4, Joint Use and Community Moorage Facilities, adopted by Ordinance M-3995 and as amended, is hereby amended to read as follows:

6.3.3.4 Joint Use and Community Moorage Facilities

1. Community and joint use moorage facilities are defined (Chapter 8) and regulated as marinas (Section 6.3.3.3; defined in Chapter 8) if:
 - a. They provide commercial goods or services;
 - b. They have ten (10) or more slips;
 - c. Moorage is proposed to be leased to upland property owners; or
 - d. The proposal includes a boat launching facility other than a ramp.
2. Live-aboards are not allowed at joint-use or community moorages.
3. Covered moorage facilities associated with any residential development shall be prohibited.
4. Existing, legally-established, private recreational docks, piers, and floats for individual single-family developments are considered non-conforming uses and structures. If such dock or

float is abandoned, becomes hazardous, or is removed for any reason, it may be replaced with only one joint-use or community facility that complies with the policies and regulations of this Program. All required permits and approvals shall be obtained prior to commencing construction.

5. A new private dock or pier serving an individual lot is prohibited.
6. New joint-use docks and piers serving two or more contiguous residential lots each ~~with~~ having direct water frontage are allowed if no marina or public boat launch is located within ½-mile upstream or downstream of any property line and all applicable requirements of this Program are met. Each residential lot proposed to have access to the joint-use dock must show development of the lot is capable of meeting the minimum development standards for zoning and the applicable provisions of Vancouver Shoreline Master Program.
7. New residential land divisions with shoreline frontage shall provide for community docks if there is an appropriate location for future construction of a dock. Proposed docks and piers shall include no more than one mooring space per dwelling unit. Where a new moorage facility is proposed within a residential waterfront development, only one community moorage facility may be allowed, but only after demonstrating that such use is appropriate for the waterbody and that no public moorage facility is available to residents within ½-mile of the perimeter of the development. All conditions of approval related to required access easements and dedications shall be identified on the face of the plat. In addition, the community dock easement shall be recorded with the County Auditor.

8. Applicants for community or joint-use residential docks and piers shall demonstrate and document that adequate maintenance of the structure, activities, and associated landward area will be provided by identified responsible parties. The applicant shall file a legally enforceable joint use agreement or other legal instrument prior to the issuance of any building permits. The documents shall at minimum address the following:
 - a. Apportionment of construction and maintenance expenses;
 - b. Easements and liability agreements; and
 - c. Use restrictions.
9. Only a single, community moorage facility shall be permitted in association with hotels, motels, and multi-family residences. No more than one (1) mooring slip per unit shall be allowed.
10. The dimensions of a joint use or community moorage facility dock or pier shall be no greater than necessary, and shall meet the development standards listed below.
 - a. Fixed-piers shall not be permitted for residential use on rivers. Floating docks shall be required in rivers and streams unless it can be demonstrated that fixed docks will result in substantially less impact on geo-hydraulic processes and flood hazards can be minimized or mitigated. A fixed pier, landward of a floating dock, which connects to the shore at one end and to the floating dock by a gangway at the other is allowed.

- b. Piers/anchors and/or ramps shall extend waterward, perpendicular from the ordinary high water mark (OHWM), to a point where the water depth is sufficient to prevent damage to shallow-water habitat (-15 feet CRD on the Columbia River).
- c. The moorage facility may extend into the waterbody the minimum distance necessary to allow for moorage of the boats anticipated but in no instance more than 300' beyond the OHWM.
- d. The bottom of either the pier or landward edge of the ramp shall be elevated at least 2 feet above the plane of OHWM.
- e. Piers and ramps shall be no more than 8 feet in width. Finger piers shall be no more than 8 feet wide and 45 feet long. Piers, ramps and docks shall be constructed to allow a minimum of 60% light penetration over 60% of each structure.
- f. Skirting shall not be placed on piers, ramps, floating docks, or floats. Protective bumper material will be allowed along the outside edge of the float or floating dock as long as the material does not extend below the bottom edge of the float frame or impede light penetration.
- g. Shoreline concrete anchors must be placed at least 10 feet landward from the OHWM, and shall be sized no larger than 4-feet wide by 4-feet long, unless otherwise approved by National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NOAA Fisheries), the US Army Corps of Engineers (Corps), and Washington Department of Fish and Wildlife (WDFW).
- h. Overwater structures shall be located in water sufficiently deep to prevent the structure from grounding out at the lowest low water.

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- i. Docks used for motor boats should be located where the water will be deeper than seven (7) feet at the lowest low water to avoid prop scour.
- j. All docks and floats shall include stops that serve to keep the floats off the lake bottom or river bed at low water levels. If a bulkhead-like base is proposed for a fixed pier or dock where there is net positive littoral drift, the base shall be built landward of the OHWM or protective berms. When plastics or other non-biodegradable materials are used in float, pier, or dock construction, precautions shall be taken to ensure their containment.
- k. Pilings must be structurally sound and cured prior to placement in the water. Pilings employed for docks, piers, or any other structure shall have a minimum vertical clearance of one foot above extreme high water. Pile spacing shall be the maximum feasible to minimize shading and avoid a “wall” effect that would block or baffle wave patterns, currents, littoral drift, or movement of aquatic life forms, or result in structure damage from driftwood impact or entrapment.

Section 5. Ordinance M-3995 and as amended, Chapter 6, Specific Shoreline Use Regulations, Section 6.3.4, Commercial Uses, is hereby amended to read as follows:

6.3.4 Commercial Uses

- 1. Water-oriented commercial uses are preferred over nonwater-oriented commercial uses.
- 2. An applicant for a new commercial use or development shall demonstrate that the use or development will not cause a net loss of ecological function or adversely impact other shoreline resources or uses.

3. Loading, service areas, and other accessory uses shall be located landward of a commercial structure or underground whenever possible, but shall in no case be waterward of the structure. Loading and service areas shall be screened from view with native plants.
4. Where allowed, nonwater-oriented commercial uses may be permitted only as part of a mixed-use development that:
 - a. Has a formally-approved master plan that complies with this Program, including having demonstrated consistency with the policies of Section 3.2 if its proposed location is on a shoreline of statewide significance;
 - b. Includes water-oriented uses; and
 - c. Provides a significant public benefit such as public access and/or ecological restoration.
5. Nonwater-oriented commercial uses meeting the conditions of Section 6.3.4(4) and located in a High Intensity shoreline designation on the Columbia River between the eastern boundary of Wintler Park and the railroad bridge (Columbia River Shoreline Enhancement Plan District) may occupy:
 - a. Up to 85% of the total frontage length of all parcels in the master-planned development (regardless of ownership); or
 - b. Up to 85% of the project area within shoreline jurisdiction of all parcels in the development (regardless of ownership).

6. Nonwater-oriented commercial uses meeting the conditions of Section 6.3.4(4) and not located in a High Intensity shoreline designation on the Columbia River between the eastern boundary of Wintler Park and the railroad bridge (Columbia River Shoreline Enhancement Plan District) may occupy:
 - a. Up to 25% of the total frontage length of all parcels in the master-planned development (regardless of ownership); or
 - b. Up to 25% of the total project area within shoreline jurisdiction of all parcels in the master-planned development (regardless of ownership).
7. When a new, mixed-use commercial development meets all applicable provisions of Section 6.3.4, Section 5.8.1, and this Program and:
 - a. Is located in a High Intensity shoreline designation on the Columbia River between the eastern boundary of Wintler Park and the railroad bridge (Columbia River Shoreline Enhancement Plan District);
 - b. Has a formally-approved master plan that complies with this Program including having demonstrated consistency with the policies of Section 3.2;
 - c. Includes water-oriented uses;
 - d. Provides public access to the shoreline; and
 - e. Restores degraded shorelines.

8. Water oriented commercial use is allowed on a dock or pier as a conditional use only under the follow circumstances:
- a. The commercial dock or pier is located between the I-5 Bridge and the BNSF railroad bridge;
 - b. The commercial use of the dock or pier is included in a formally approved master plan that complies with this Program;
 - c. All uses shall be water-dependent, water-related or for water enjoyment;
 - d. There are design elements that link the site back to historic uses.
 - e. A dock or pier associated with an existing commercial building located on such dock or pier may be maintained, rebuilt, replaced and/or relocated as follows:
 - i. A rebuilt or replaced dock or pier shall not occupy a larger footprint than the dock or pier as it existed on March 15, 2018.
 - ii. A commercial building may be rebuilt, replaced or relocated on top of the dock or pier only when the applicant of a shoreline conditional use permit demonstrates the following:
 - 1. The development shall include design elements that are reflective of the local maritime history and structures on the site, and enhance the public's experience along the city's waterfront.
 - 2. The height of the structure shall not exceed 65 feet measured from ordinary high water mark.
 - 3. The building shall not occupy a footprint that is larger than the footprint of the building existing on March 15, 2018. The building footprint may shift from its current location on the

dock or pier as needed to comply with public access requirements of this program and/or existing or future state highway right-of-ways.

4. The building located on the dock or pier shall be positioned to maintain public access to the dock or pier and to the shoreline consistent with this Program and the policies set forth in the Vancouver City Center Vision (VCCV) Subarea Plan.

Section 6. The City of Vancouver Shoreline Master Program, Chapter 6, Specific Shoreline Use Regulations, Section 6.3.11, Residential Development, adopted by Ordinance M-3995 and as amended, is hereby amended to read as follows:

6.3.11 Residential Development

6.3.11.1 Residential Development

1. Residential developments shall include provisions to ensure preservation of native vegetation and control erosion during construction.
2. New residential construction shall be located so as not to require shoreline stabilization measures.
3. New residential development shall be located and designed to a density that minimizes view obstructions to and from the shoreline.
4. Clustering of residential units shall be allowed where appropriate and in compliance with VMC Title 20 to minimize physical and visual impacts on shorelines.

5. In those areas where only onsite sewage systems are available, density shall be limited to that which can demonstrably accommodate protection of surface and groundwater quality.
6. New residential development, including sewage disposal systems, shall be prohibited in floodways and channel migration zones.
7. Appurtenances, accessory uses, and facilities serving a residential structure shall be located outside setbacks, critical areas, and buffers unless otherwise allowed under this Program to promote community access and recreational opportunities.
8. New residential lots created through land division in shoreline jurisdiction and lot line adjustments shall only be permitted when configured such that the following standards are met:
 - a. Structural flood hazard reduction measures are not required and will not be necessary during the life of the development or use.
 - b. Shoreline stabilization measures will not be required for new development to occur.
 - c. There will be no net loss of shoreline ecological function.
9. Legally-established residential development located landward of the OHWM, including normal appurtenances, existing on the effective date of this Program that do not meet the standards of this Program are considered to be conforming and may be maintained, repaired, replaced, or expanded provided that any future development:
 - a. Does not exceed height limitations;
 - b. Does not encroach farther waterward than the existing primary structure;

ORDINANCE - 20

- c. Does not encroach farther into critical areas or buffers; and.
- d. Will result in no net loss of shoreline ecological functions.

10. New residential development shall be prohibited in, over, or floating on the water, except as provided in 6.3.11.2 (1-5). 6.3.11.2 Floating Home Development

~~1. New residential development shall be prohibited in, over, or floating on the water, except as provided in 6.3.11.2(1-6).~~

1. A floating on-water residence legally established prior to July 1, 2014, is considered a conforming use and may be maintained, repaired and remodeled provided there is no increase in the surface water area covered.

~~12.~~ The floating homes legally established prior to January 1, 2011, are conforming preferred uses under this Program.

~~23.~~ Floating homes legally established prior to January 1, 2011 may be remodeled, rebuilt (home torn down to the float and rebuilt in place), or replaced (existing home and float removed and a new home and float towed in) in situ, PROVIDED:

- a. There is no increase in the number of floating homes beyond the number existing on January 1, 2011;
- b. There is no increase in the surface water area covered by the floating homes existing on January 1, 2011 and accessory structures including cantilevered portions that extend beyond the float;
- c. There is no net loss of shoreline ecological function.

ORDINANCE - 21

34. Any proposal to replace, remodel, or rebuild a floating home shall be accompanied by an accurate, fully-dimensioned site plan along with details about the proposed changes, similar to that required for other land use approvals under VMC Title 20.
45. When remodeling, rebuilding, or replacing a floating home legally established prior to January 1, 2011 the following standards apply in addition to those of Section 6.3.11(1-4):
- a. The total height of the float and the structure from the water surface shall not exceed its existing height;
 - b. The minimum distance between existing adjacent floating home walls shall not be reduced, and if the floating home is being replaced shall not be less than 6 feet;
 - c. Floating homes shall not block views from the waterward end of any pier, more than any existing view blockage;
 - d. No new living or storage spaces shall be located below water level. Existing living or storage spaces below water level may be remodeled or replaced, but not expanded;
 - e. Unenclosed Styrofoam or similar material that has the potential to break apart is prohibited in floats;
 - f. Floats shall be maintained and repaired using the minimum amount of structure below the waterline necessary to maintain floatation. At the time of replacement of a float and/or floating home, any structure below waterline and outside the primary float structure that provides minimal or no floatation shall be removed;

- g. All utilities shall be repaired or replaced to current standards to ensure proper functioning and no net loss of shoreline ecological functions.

Section 7. The City of Vancouver Shoreline Master Program, Chapter 8, Definitions, adopted by Ordinance M-3995 and as amended, is hereby amended to read as follows:

CHAPTER 8 DEFINITIONS

A

1. **Accessory Structure** – a subordinate building or use incidental to the use of the main building or use.
2. **Accessory Use** – any use or activity incidental and subordinate to a primary use or development.
3. **Accretion** – the growth of a beach by the addition of material transported by wind and/or water. Included are such shoreforms as barrier beaches, points, spits, hooks, and tombolos.
4. **Act** - Washington State Shoreline Management Act of 1971, as amended, RCW 90.58.
5. **Adjacent** - having a common end point or border.
6. **Adjacent Lands** – lands adjacent to the shorelines of the state (outside of shoreline jurisdiction) (*RCW 90.58.340*).
7. **Agricultural Activities** - agricultural uses and practices including, but not limited to: producing, breeding or increasing agricultural products; rotating and changing agricultural crops; agricultural crops; allowing land used for agricultural activities to lie fallow in that it is plowed and tilled but left unseeded; allowing land used for agricultural activities to lie

dormant as a result of adverse agricultural market conditions; allowing land used for agricultural activities to lie dormant because the land is enrolled in a local, state, or federal conservation program, or the land is subject to a conservation easement; conducting agricultural operations; maintaining, repairing, and replacing agricultural equipment; maintaining, repairing, and replacing agricultural facilities, provided that the replacement facility is no closer to the shoreline than the original facility; and maintaining agricultural lands under production or cultivation (*WAC 173-26-020(3)(a)*).

8. Agricultural Equipment and Agricultural Facilities – includes, but is not limited to:

- a. The following used in agricultural operations: Equipment; machinery; constructed shelters, buildings, and ponds; fences; upland finfish rearing facilities; water diversion, withdrawal, conveyance, and use equipment and facilities including, but not limited to, pumps, pipes, tapes, canals, ditches, and drains:
- b. Corridors and facilities for transporting personnel, livestock, and equipment to, from, and within agricultural lands
- c. Farm residences and associated equipment, lands, and facilities; and
- d. Roadside stands and on-farm markets for marketing fruit or vegetables.

9. Agricultural Land – those specific land areas on which agricultural activities are conducted as of the date of adoption of this Program, as evidenced by aerial photography or other documentation. After the effective date of this Program, land converted to agricultural use shall comply with the requirements of this Program.

10. **Agricultural Products** – includes, but is not limited to, horticultural, viticultural, floricultural, vegetable, fruit, berry, grain, hops, hay, straw, turf, sod, seed, and apiary products; feed or forage for livestock; Christmas trees; hybrid cottonwood and similar hardwood trees grown as crops and harvested within twenty years of planting; and livestock including both the animals themselves and animal products including, but not limited to, meat, upland finfish, poultry and poultry products, and dairy products.
11. **Aggrieved Person** – a person who is suffering from an infringement or denial of legal rights or claims.
12. **Amendment** - means a revision, update, addition, deletion, and/or reenactment to an existing shoreline master program.
13. **Anadromous fish** -Fish that migrate downstream in their juvenile lifestages; live their adult lives in the ocean; then migrate upstream from the ocean to breed in fresh water.
14. **Appurtenance** - A structure or development necessarily connected to a single-family residence. Normal appurtenances include a garage, a shop, a deck, a pool, a driveway, utilities, fences, grading which does not exceed 250 cubic yards and does not involve placement of fill in any wetland or waterward of the OHWM, and when allowed, installation of a septic tank and drainfield.
15. **Aquaculture** - The culture or farming of food fish, shellfish, or other aquatic plants and animals. Aquaculture does not include the harvest of wild geoduck associated with the state managed wildstock geoduck fishery. (*WAC 173-26-241(3)(b)*).

- 16. Area of Special Flood Hazard** - Land in the flood plain subject to a 1% or greater chance of flooding in any given year. Designations on Flood Insurance Rate Maps always include the letter A. Also referred to as “Frequently Flooded Areas.”
- 17. Associated Wetlands** - Those wetlands that are in proximity to and either influence or are influenced by tidal waters or a lake, river or stream subject to the Shoreline Management Act.
- 18. Average Grade Level** - the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property that will be directly under the proposed building or structure: In the case of structures to be built over water, average grade level shall be the elevation of the ordinary high water mark. Calculation of the average grade level shall be made by averaging the ground elevations at the midpoint of all exterior walls of the proposed building or structure (*WAC 173-27-030(3)*).

B

- 19. Beach Enhancement/Restoration** – process of restoring a beach to a state more closely resembling a natural beach, using beach feeding, vegetation drift sills, and other non-intrusive means as applicable.
- 20. Bedlands** – means those submerged lands, including tidelands where appropriate, underlying navigable waters.
- 21. Berm** – a linear mound or series of mounds of earth, sand and/or gravel generally paralleling the water at or landward of the line of ordinary high water. Also a linear mound

used to screen an adjacent activity, such as a parking lot, from transmitting excess noise and glare.

- 22. **Best Available Science** – use of the most reliable and available scientific information, most often used in the context of local government compliance with the State Growth Management Act (RCW 36.70A.900) for developing policies and development regulations regarding critical areas (WAC 365-195).
- 23. **Best Available Technology (BAT)** – the most effective method, technique, or product available that is generally accepted in the field, and which is demonstrated to be reliable, effective, and preferably low maintenance.
- 24. **Best Management Practices (BMP)** - For the purposes of this Program, BMP means the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by the Washington State Department of Ecology and/or the City of Vancouver that, when used singly or in combination, control, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.
- 25. **Bioengineering** - means project designs or construction methods that use live woody vegetation or a combination of live woody vegetation and specially developed natural or synthetic materials to establish a complex root grid within the existing bank that is resistant to erosion, provides bank stability, and maintains a healthy riparian environment with habitat features important to fish life. Use of wood structures or limited use of clean angular rock may be allowable to provide stability for establishment of the vegetation (*WAC 220-110-020(12)*).

26. **Boat** - means any floating vessel or watercraft, including ships and barges, which is designed and used for navigation and which does not interfere with the normal public use of the water (*WAC 173-27-030(18)*).
27. **Boating Facility** – means any structure or group of structures including but not limited to ramps, marinas, docks, piers, floats, or mooring buoys providing access to or service for boats. Boating facilities may serve hotels, motels, multi-family residences, individual lots or subdivisions, or public recreation uses.
28. **Boathouse** – An over-water structure designed for storage of boats.
29. **Boat Launch Facility** - a facility or structure providing access in and out of the water for boats, such as ramps, rails, or lift stations.
30. **Bog** – A type of wetland where (1) organic (peat or muck) soil layers comprise at least 16 of the first 32 inches of the soil profile; or (2) there is more than 70% cover of mosses at ground level and more than 30% of the total shrub and herbaceous cover consists of species listed in Table 3 – Characteristic Bog Species in Washington State found in Hruby, 2004, Washington State Wetlands Rating System for Western Washington, Ecology publication #04-06-025, or as revised by Ecology. Many bogs have soils classified as peat or muck, are nutrient poor, have a low pH (acidic), and are fed largely by rainfall rather than streams or groundwater.
31. **Breakwater** - a structure aligned parallel to shore, sometimes shore-connected, that provides protection from waves.

32. **Buffer Area** – An area that is contiguous to and protects a critical area and which is required for the continued maintenance, functioning, and/or structural stability of a critical area.
33. **Bulkhead** - a solid, open-pile, or irregular wall of rock, rip-rap, concrete, steel, or timber or combination of these materials erected parallel to and near ordinary high water mark to provide a protective vertical wall resistant to water and wave action.

C

34. **Channel** – an open conduit for water either naturally or artificially created, but does not include artificially created irrigation, return flow, or stockwatering channels (*WAC 173-27-030(8b)*).
35. **Channel Migration Zone (CMZ)** - the area along a river within that the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings.
36. **City** - means the City of Vancouver.
37. **Clean Water Act** – the primary federal law providing water pollution prevention and control, previously known as the Federal Water Pollution Control Act. See 33 USC 1251 et seq.
38. **Clearing** - the destruction or removal of vegetation from a site by physical, mechanical, chemical or other means. This does not include landscape maintenance or pruning consistent with accepted horticultural practices, such as those recommended by the

Washington State University Extension Service, which does not impair the health or survival of the trees or native vegetation.

- 39. **Commercial** - a business use or activity at a scale greater than a home business or cottage industry involving retail or wholesale marketing of goods and services. Examples of commercial uses include restaurants, offices, and retail shops.
- 40. **Commercial Fishing** - is the activity of capturing fish and other seafood under a commercial license.
- 41. **Conditional Use** – a use, development, or substantial development that is classified as a conditional use, or is not classified within the Master Program, and requires a conditional use permit (*WAC 173-27-030(4)*).
- 42. **Covered Moorage** – Boat moorage, with or without walls, that has a roof to protect a boat.
- 43. **Critical Aquifer Recharge Area** - Areas with a critical recharging effect on aquifers used for potable water as designated at VMC 14.26.
- 44. **Critical Areas** - include fish and wildlife habitat conservation areas, frequently flooded areas, geologic hazard areas, and wetlands as designated in Chapter 5A, and critical aquifer recharge areas as designated at VMC 14.26.
- 45. **Critical Habitat**- Specific geographical areas that possess physical or biological features that are essential to the conservation of federally listed species. These designated areas may require special management considerations or protection.

D

- 46. Date of Filing** – means the date of actual receipt by Ecology of the City’s decision. For a variance or conditional use permit, the date of filing is the date Ecology’s decision is transmitted to the City. For a variance or conditional use permit decision in conjunction with a shoreline substantial development permit decision, the date of filing is the date Ecology’s decision is transmitted to the City.
- 47. Development** - a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to this Program at any state of water level.
- 48. Development Regulations** - the controls placed on development or land uses, including, but not limited to, zoning ordinances, critical areas ordinances, all portions of a shoreline master program other than goals and policies approved or adopted under RCW 90.58, planned unit development ordinances, subdivision ordinances, and binding site plan ordinances together with any amendments thereto (*WAC 173-26-020(8)*).
- 49. Dike** - is an artificial embankment normally set back from the bank or channel in the floodplain for the purpose of keeping floodwaters from inundating adjacent land.
- 50. Dock** - a landing or moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances.
- 51. Dock, Community** – a dock serving a subdivision, hotel, motel, or multi-family residential development.

52. **Dock, Joint-Use** – a dock serving two or more lots ~~each of which has water frontage,~~
providing a moorage for pleasure craft and/or landing for water sports for use in common
by shoreline residents on adjacent lots each with water frontage.
53. **Dolphin** – A cluster of piles bound together.
54. **Dredge Material** – the material removed by dredging.
55. **Dredging** - is the removal or displacement of earth or sediments such as gravel, sand, mud, silt, or debris from below the OHWM of any stream, river, lake, water body, or wetland.
56. **Dredging, Maintenance** - dredging for the purpose of maintaining a prescribed minimum depth previously authorized by a federal, state, and/or local permit as part of any specific waterway project. Maintenance dredging also includes dredging that maintains the previously authorized width of a channel, boat basin or berthing area.
57. **Drift Sector** - the extent of the littoral drift area downstream from and caused by a breakwater, jetty, rock weir or groin.

E

58. **Ecology** – the Washington State Department of Ecology.
59. **Ecosystem-wide Processes** - the suite of naturally occurring physical and geologic processes of erosion, transport, and deposition; and specific chemical processes that shape landforms within a specific shoreline ecosystem and determine both the types of habitat and the associated ecological functions (*WAC 173-26-020(14)*).

- 60. Effective Date of Permit** – For Shoreline Substantial Development, Conditional Use and Variance Permits, the date of filing as provided in RCW 90.58.140(6). including completion of all appeals or legal actions.
- 61. Emergency-** is an unanticipated and imminent threat to public health, safety, or the environment that requires immediate action within a time too short to allow full compliance with this Program.
- 62. Emergency Construction** - Emergency construction does not include development of new permanent protective structures where none previously existed. As a general matter, flooding or other seasonal events that can be anticipated and may occur, but are not imminent, are not an emergency (*RCW 90.58.030(3)(e)(iii) and WAC 173-14-040(1)(d), (2), and (3)*).
- 63. Enhancement** - Alterations performed to improve the condition of an existing degraded area so that the functions provided are of a higher quality. Enhancements are to be distinguished from resource creation or restoration projects.
- 64. Erosion** – The general process or the group of processes whereby the material of the earth’s crust are loosened, dissolved, or worn away, and simultaneously moved from one place to another, by natural forces, that include weathering, solution, corrosion, and transportation, but usually exclude mass wasting (American Geological Institute, 1998).
- 65. Exempt/Exemption** - developments that are set forth in Section 2.3 (Exemptions from Substantial Development Permit) of this Program that are not required to obtain a Shoreline Substantial Development Permit, but which must otherwise comply with applicable

provisions of the act and this Program (*WAC 173-27-040; RCW 90.58.030(3)(e), 90.58.147, 90.58.355, and 90.58.515*).

F

- 66. Fair Market Value** - the open market bid price for conducting the work, using the equipment and facilities, and purchase of the goods, services and materials necessary to accomplish the development. This would normally equate to the cost of hiring a contractor to undertake the development from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead and profit. The fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials (*WAC 173-27-030(8)*).
- 67. Feasible** - an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:
- e. The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
 - f. The action provides a reasonable likelihood of achieving its intended purpose; and
 - g. The action does not physically preclude achieving the project's primary intended legal use.

In cases where this Program requires certain actions unless they are infeasible, the burden of proving infeasibility is on the applicant.

In determining an action's infeasibility, the city may weigh the action's relative public costs and public benefits, considered in the short- and long-term time frames. (*WAC 1713-26-020(15)*)

- 68. **Feeder Bluff** - any bluff (or cliff) experiencing periodic erosion from waves, sliding, slumping, whose eroded earth, sand, or gravel material is naturally transported (littoral drift) via a driftway to an accretion shoreform. Feeder bluff exceptional segments lack a backshore, old or rotten logs, and coniferous bluff vegetation.
- 69. **Fill** - means the addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the OHWM, in wetlands, or on shorelands in a manner that raises the elevation or creates dry land (*WAC 173-26-020(16)*).
- 70. **Fill, Speculative** - The placement of fill material not associated with an approved project.
- 71. **Fish and Wildlife Habitat Conservation Areas** - Fish and Wildlife Habitat Conservation Areas as designated at VMC 20.740.110.
- 72. **Float** - a fixed platform structure anchored in and floating upon a water body that does not connect to the shore, and that provides landing for water dependent recreation or moorage for vessels or watercraft.
- 73. **Floating Home** – a single-family dwelling unit constructed on a float, that is moored, anchored, or otherwise secured in waters, and is not a boat, even though it may be capable of being towed.
- 74. **Floating on-water residence** – any floating structure other than a floating home, as defined below:

- a. That is designed or used primarily as a residence on the water and has detachable utilities; and
- b. Whose owner or primary occupant has held an ownership interest in space in a marina, or has held a lease or sublease to use space in a marina, since a date prior to July 1, 2014.

7475. Flood Hazard Reduction - measures taken to reduce flood damage or hazards. Flood hazard reduction measures may consist of nonstructural or indirect measures, such as setbacks, land use controls, wetland restoration, dike removal, use relocation, bioengineering measures, and storm water management programs; and of structural measures, such as dikes, levees, and floodwalls intended to contain flow within the channel, channel realignment, and elevation of structures consistent with the National Flood Insurance Program.

7576. Floodplain - synonymous with the one hundred-year floodplain and area of special flood hazard (frequently flooded areas) and refers to the land subject to a 1% or greater chance of flooding in any given year.

7677. Floodway - means the area, as identified in this Program, that has been established in Federal Emergency Management Agency flood insurance rate maps or floodway maps. The floodway shall not include those lands that can reasonably be expected to be protected from flood waters by flood control devices maintained by or maintained under license from the federal government, the state, or a political subdivision of the state (RCW 90.58.030(2)(b)).

7778. Forb - an herbaceous, non-woody plant other than grass.

7879. Forest Practices – any activity conducted on or directly related to forest land and relating to growing, harvesting, or processing timber. These activities include but are not limited to: road and trail construction, final and intermediate harvesting, pre-commercial thinning, reforestation, fertilization, prevention and suppression of disease and insects, salvage of trees, and brush control (*WAC 222-16-010(21)*).

7980. Frequently Flooded Areas - the areas of special flood hazard as designated at VMC 20.740.120.

8081. Frontage or Water Frontage – the portion of a parcel adjacent to the OHWM between property lines.

G

8182. Gabions – structures composed of masses of rocks, rubble, or masonry held tightly together usually by wire mesh so as to form blocks or walls.

8283. Geologic Hazard Areas - include areas of landslide, liquefaction and dynamic settlement, ground shaking amplification, fault rupture, soil erosion, and bank erosion hazard areas as designated at VMC 20.740.130.

8384. Grading - means the movement or redistribution of the soil, sand, rock, gravel, sediment, or other material on a site in a manner that alters the natural contour of the land (*WAC 173-26-020(20)*).

8485. Grassy Swale – a vegetated drainage channel that is designed to remove various pollutants from stormwater runoff through biofiltration.

8586. Groin - a barrier-type structure extending from the backshore or stream bank into a water body for the purpose of the protection of a shoreline and adjacent upland by influencing the movement of water and/or deposition of material.

8687. Groundwater - means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

H

8788. Harbor Area - the area of navigable waters between the inner and outer harbor lines identified by the Board of Natural Resources acting as the State Harbor Lines Commission and as established by Section 1 of Article XV of the Washington State Constitution.

8889. Harbor Line, Inner - the line established by the State of Washington in navigable tidal waters between the line of ordinary high tide and the outer harbor line and constituting the inner boundary of the harbor area. This line determines the seaward extent of private ownership in tidal or shoreland areas (often corresponds to the “bulkhead line”).

8990. Harbor Line, Outer - the line located and established by the Washington State Department of Natural Resources in navigable waters that delineates the extent of water area that may be leased to private interests.

9091. Hazard Tree - any tree with a combination of structural defect and/or disease and a proximity to persons or property which makes it subject to a high probability of failure, as recommended by a qualified arborist.

9192. Height - the distance measured from the average grade level to the highest point of a structure: Provided that television antennas, chimneys, and similar appurtenances shall not be used in calculating height, except where it obstructs the view of a substantial number of residences on areas adjoining such shorelines (or the master program provides otherwise): Provided further that temporary construction equipment is excluded in this calculation (WAC 173-27-030(9)).

9293. Hook – a spit or narrow cape of sand or gravel that turns landward at its outer end.

I

9394. Institutional Use – A use and related structure(s) for the provision of educational, medical, cultural, social, public safety, and/or recreational services to the community, including but not limited to schools, colleges, museums, community centers, and the relevant essential public facilities identified in WAC 365-196-550

9495. In-stream Structure - a structure placed by humans within a stream or river waterward of the ordinary high-water mark that either causes or has the potential to cause water impoundment or the diversion, obstruction, or modification of water flow. In-stream structures may include those for hydroelectric generation, irrigation, water supply, flood control, transportation, utility service transmission, fish habitat enhancement, or other purpose. Outfalls are not in-stream structures.

9596. Interested Party – means all persons who have notified local government of their desire to receive a copy of the final order on a permit under WAC 173-27-030 (*WAC 173-27-030(12)*).

9697. **Invasive** – means a nonnative plant or animal species that:

- a. causes or may cause significant displacement in range, a reduction in abundance of native species;
- b. Threatens or may threaten natural resources or their use in the state;
- c. Causes or may cause economic damage to commercial or recreational activities that are dependent upon state waters; or
- d. Threatens or harms human health (RCW 77.08.010(28)).

J

9798. **Jetty**- a structure usually projecting out into the water for the purpose of protecting a navigation channel, a harbor, or to influence water currents.

L

9899. **Lakes** – all the surface water areas of the state, including reservoirs; except: (a) Lakes less than twenty acres in size; (b) Streams or rivers (as described in WAC 173-18-030); and (c) Shorelines of statewide significance (*WAC 173-20-030(1)*).

99100. **Lakes of Statewide Significance** - those lakes, whether natural, artificial or a combination thereof, with a surface acreage of one thousand acres or more measured at the ordinary high-water mark (*WAC 173-20-030(2)*).

100101. **Large Woody Debris** - Shrubs, trees, or their branches that have fallen and are on the ground or in, across, or dangling above streams, rivers, lakes, or ponds.

101102. Levee – a large dike or embankment, often having an access road along the top, that is designed as part of a system to protect land from floods.

102103. Limited Utility Extension – the extension of a utility service that is categorically exempt under RCW 43.21C for natural gas, electricity, telephone, water or sewer to service an existing use and will not extend more than twenty-five hundred (2500) linear feet within the shorelines of the state.

103104. Littoral – The area of the shore from the OHWM waterward to a depth of two meters below ordinary low water or to the maximum extent of non-persistent emergent plants.

104105. Littoral Drift –The mud, sand, or gravel material moved parallel to the shoreline in the nearshore zone by waves and current.

105106. Live-aboard boat – ~~a boat principally used as an over-water residence. Principal use as an over-water residence means that it is occupied in a single location for a period exceeding two months in any one calendar year. Live-aboards are licensed and designed for use as a mobile structure with detachable utilities or facilities, anchoring, and the presence of adequate self-propulsion and steering equipment to operate as a boat.~~ A licensed boat designed as a conventional recreational vessel with habitable cabin or quarters that is occupied in a single location for a period exceeding two months in any one calendar year. The live-aboard boat shall have self-propulsion and steering that is sufficient to move the vessel entirely under its own power and shall have detachable utilities or facilities and anchoring. The live-aboard boat must be of a design that is capable of safely navigating the waterway where it is located including being equipped to handle winds, waves, tides and currents. Typical terms for live-aboard

boats are sailboat, cabin cruiser, trawler yacht, tug, motor yacht cruiser, motorsailer, multi-hulled power boat, sport fishing boat or similar vessel.

~~106~~107. Local Government – any county, incorporated city, or town that contains within its boundaries shorelines of the state subject to chapter 90.58 RCW.

~~107~~108. Log Booming – includes the placement or removal of logs and log bundles into and from the water, and the assembly and disassembly of rafts for waterborne transportation.

M

~~108~~109. Marina - a water-dependent commercial use that consists of a system of piers, buoys, or floats which provides moorage for at least ten (10) boats. For the purposes of this Program, large community moorage facilities, yacht club facilities, and camp or resort moorage areas are also considered marinas. Boat launch facilities and supplies and services for small commercial or pleasure craft are often associated with marinas. Uses accessory to marinas may include fuel docks and storage, boating equipment sales and rental, repair services, public launching, bait and tackle shops, potable water, waste disposal, administration, parking, groceries, and dry goods.

“Foreshore marinas” are marinas located waterward of the ordinary high water mark.

“Backshore marinas” are marinas located landward of the ordinary high water mark.

There are two common types of backshore marinas: (1) a wet-moorage marina that is dredged out of the land artificially creating a basin; and (2) a dry-moorage marina that has upland storage with a hoist, marine travel lift, or ramp for water access.

- ~~140~~110. Marine Railway** – a set of steel rails running from the upland area into the water upon which a cart or dolly can carry a boat to be launched.
- ~~140~~111. Marine Travel Lift** – a mechanical device that can hoist vessels off trailers and transport them into the water. Often associated with dry land moorage.
- ~~141~~112. May** - means the action is acceptable, provided it conforms to the provisions of this Program.
- ~~142~~113. Merchantable Trees** - live trees, 6 inches in diameter at breast height (DBH) and larger, unless documentation of current, local market conditions are submitted and accepted by the local jurisdiction indicating non-marketability. "Merchantable trees" shall not include trees smaller than 4 inches DBH.
- ~~143~~114. Mining** - the removal of sand, gravel, soil, minerals, and other earth materials for commercial and other uses (*WAC 173-26-241*).
- ~~144~~115. Mitigation** – to avoid, then minimize and compensate for unavoidable adverse impacts to shoreline ecological functions and processes.
- ~~145~~116. Mitigation, Compensatory** – an action to reduce the severity of effects from an action that may cause potential impacts to functions and values of critical areas and their buffers.
- ~~146~~117. Mixed-use Project** - developments that include a combination of components, such as residential uses, hotels, marinas, habitat improvement actions, public access provisions, and other uses.

~~117~~118. Moorage - a pier, dock, buoy or float, either fixed or floating, to which boats may be secured.

~~118~~119. Moorage Facility, Community - a moorage for pleasure craft and/or landing for water sports for use in common by shoreline residents of a certain subdivision, hotel, motel, or multi-family residential development within shoreline jurisdiction; or for use by patrons of a public park or quasi-public recreation area, including rental of non-powered craft. A community moorage facility is a marina (Definition #106) if:

- a. it provides commercial goods or services;
- b. it is of a large scale (more than ten slips);
- c. moorage is proposed to be leased to upland property owners; or
- d. the proposal includes a boat launching facility other than a ramp.

~~119~~120. Moorage Facility, Joint Use - a moorage for pleasure craft and/or landing for water sports for use in common by shoreline residents on adjacent or neighboring lots each with water frontage. A joint-use moorage facility is a marina (Definition #106) if:

- a. it provides commercial goods or services;
- b. it is of a large scale (more than ten slips);
- c. moorage is proposed to be leased to upland property owners; or
- d. the proposal includes a boat launching facility other than a ramp.

~~120~~121. Mooring Buoy - a floating object anchored to the bottom of a water body that provides tie-up capabilities for boats or watercraft.

~~121~~122. Multi-Family Residence - a building containing two or more dwelling units including but not limited to duplexes, apartments, and condominiums.

~~122~~123. Must - means a mandate; the action is required.

N

~~123~~124. Natural/Existing Topography – the topography of the lot, parcel, or tract of real property immediately prior to any site preparation or grading including excavation and filling.

~~124~~125. Navigational Channels - are those routes on the waters of state beyond the outer harbor line, commonly used by ships for useful commerce.

~~125~~126. Navigable Waters - a body of water is capable or susceptible of having been or being used for the transport of useful commerce. The state of Washington considers all bodies of water meandered by government surveyors as navigable unless otherwise declared by a court (*WAC 332-30-106*).

~~126~~127. Non-conforming Structure – a structure that was lawfully constructed or established prior to the effective date of the applicable Act or Program provision, and which no longer conforms to the applicable shoreline provisions (*WAC 173-27-080(1)*).

~~127~~128. Non-conforming Use - use or activity that was lawfully established prior to the effective date of the applicable Act or Program provision, and which no longer conforms to the applicable shoreline provisions. (*WAC 173-27-080(1)*)

~~128~~129. Non-Water-Oriented Use or Activity - a use or activity that is not water-dependent, water-related, or water-enjoyment.

~~129~~130. Normal Maintenance - includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition (*WAC 173-27-040(2)(b)*). See also “normal repair”.

~~130~~131. Normal Repair - to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment (*WAC 173-27-040(2)(b)*). See also “normal maintenance”.

~~131~~132. Noxious Weeds - Non-native plants that are destructive, competitive, and difficult to control as defined by the Washington State Noxious Weed Control Board.

O

~~132~~133. Ordinary High Water Mark (OHWM) - that mark found by examining the bed and banks of a body of water and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that

condition exists on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with permits issued by a local government or Ecology: Provided that in any area where the ordinary high water mark cannot be found, the ordinary high water mark adjoining salt water shall be the line of mean higher high tide and the OHWM adjoining fresh water shall be the line of mean high water (*RCW 90.58.030(2)(b) and WAC 173-22-030(6)*).

~~133~~134. Over-water Structure - a structure or other construction located waterward of the Ordinary High Water Mark (OHWM) or a structure or other construction erected on piling above the surface of the water, or upon a float.

P

~~134~~135. Parking - the temporary storage of automobiles or other motorized vehicles.

Temporary storage of vehicles for import or export in port areas shall not be considered parking.

~~135~~136. Parking, Accessory - is that which directly serves an approved shoreline use.

~~136~~137. Parking, Primary - parking that is the principal use on the property, not accessory to another use.

~~137~~138. Party of Record - includes all persons, agencies or organizations who have submitted written comments in response to a public notice; presented testimony in a formal public hearing; or notified the city of their desire to receive a copy of the final decision; and who have provided a complete, accurate, and current address for delivery of such decision by mail.

~~138~~139. Permitted Use – a use that is allowed under the rules and regulations of this Program.

~~139~~140. Permit - any substantial development, variance, conditional use permit, or revision authorized under this Program (*WAC 173-27-030(13)*).

~~140~~141. Pier - a fixed platform structure supported by piles in a water body that abuts the shore to provide landing for water-dependent recreation or moorage for boats or watercraft or to provide access to a floating dock.

~~141~~142. Pierhead Line - the waterward limit to which open pile work may be constructed as designated by the Federal government.

~~142~~143. Point – a low profile shoreline promontory of more or less triangular shape, the top of which extends seaward. A point may be the wavecut shelf remnant of a headland bluff or a purely accretional deposit that began as a hooked spit and becomes a point by subsequently closing the lagoon gap between the headland and the tip of the hook. Points are characterized by converging berms that normally enclose a lagoon, marsh, or meadow, depending on the point's stage of development.

~~143~~144. Port – a municipal corporation that is a special purpose district of local government authorized by the Washington State Constitution and regulated by RCW Chapter 53.

~~144~~145. Potentially Harmful Materials - means hazardous materials as defined at VMC Section 14.26.110 as well as other materials including, but not limited to, the following which, if discharged or improperly disposed, may present a risk to water resources:

Petroleum products including but not limited to petroleum fuel and petroleum-based coating and preserving materials; oils containing PCBs; antifreeze and other liquid

automotive products; metals, either in particulate or dissolved form, in concentrations above established regulatory standards; flammable or explosive materials; radioactive material; used batteries; corrosives, acids, alkalis or bases; paints, stains, resins, lacquers or varnishes; degreasers; solvents; construction materials; drain cleaners and other toxic liquid household products; pesticides, herbicides, fungicides or fertilizers unless applied in accordance with local, state and federal standards; steam cleaning and carpet cleaning wastes; pressure cleaning wastes; car wash water; laundry wastewater; soaps, detergents, ammonia; swimming pool backwash; chlorine, bromine, and other disinfectants; heated water; domestic animal wastes; sewage; recreational vehicle waste; animal carcasses, excluding salmonids; food wastes; pharmaceuticals and personal care products; collected lawn clippings, leaves or branches; trash or debris; silt, sediment or gravel; dyes; and untreated or unapproved wastewater from industrial processes.

145146. Program - the Shoreline Master Program developed pursuant to the Shoreline Management Act (RCW 90.58), adopted by the city and approved by Ecology.

146147. Project Area – the area which will be directly physically affected by a proposed development.

147148. Provisions - policies, regulations, standards, guideline criteria or environment designations.

148149. Public Access - is the physical ability of the general public to reach, touch and enjoy the water's edge, to travel on the waters of the state, and to view the water and the shoreline from adjacent locations (*WAC 173-26-221*).

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~~149~~150. Public Interest - the interest shared by the citizens of the state or community at large in the affairs of government, or some interest by which their rights or liabilities are affected including, but not limited to, an effect on public property or on health, safety, or general welfare resulting from a use or development (*WAC 173-27-030(14)*).

Q

~~150~~151. Qualified Professional - a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4).

R

~~151~~152. Recreational Use – a use and related structures for the provision of recreational activities, as follows:

a. Active recreational uses/facilities or uses – involve indoor or outdoor activities with a large number of participants or viewers; require a moderate to high level of infrastructure and maintenance; generate high noise levels. Sports fields, golf courses, skate parks, and motorized boating are examples of active recreational uses or facilities.

b. Passive recreational uses/facilities - involve a small number of participants or viewers; require a low to moderate level of infrastructure development and maintenance; generate little noise; and are compatible with open space and natural resource protection. Wildlife viewing, non-vehicular trails, fishing, canoeing and picnicking are examples of passive recreational uses and facilities.

~~152~~153. Recreational Vehicle – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

~~153~~154. Residential Development - is the development on shorelands of single-family and multi-family residences and their normal appurtenances, and the creation of new residential lots through land division.

~~154~~155. Restoration– means to reestablish or upgrade impaired ecological processes or functions. This may be accomplished through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions (*WAC 173-26-020(31)*).

~~155~~156. Revetment - a sloped wall constructed of riprap or other material placed on stream banks or other shorelines to retard bank erosion and minimize lateral stream movement. A revetment typically slopes waterward and has rough or jagged facing. The slope differentiates it from a bulkhead that is a vertical structure.

~~156~~157. Right-of-Way (ROW) - The property held by the city or other governmental jurisdiction for existing and/or future public access including land occupied or intended to be occupied by a street, crosswalk, pedestrian and bike paths, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, street trees or other special use. The usage of the term right-of-way for land division purposes

shall mean that every right-of-way hereafter established and shown on a plat or map is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.

~~157~~158. Rip-Rap - is a foundation or retaining wall of stones or rock placed along the water's edge or on an embankment to prevent erosion.

~~158~~159. Rock Weir – See “Groin.”

S

~~159~~160. Setback –the distance an activity, building, or structure must be located from the Ordinary High Water Mark.

~~160~~161. Shall - a mandate; the action must be done.

~~161~~162. Shorelands - those lands extending landward for two hundred feet in all directions as measured on a horizontal plane from the OHWM; floodways and contiguous floodplain areas landward two hundred feet from such floodways (minimum extent) or to the outer extent of the floodplain (maximum extent); and all wetlands and river deltas associated with the streams, lakes and tidal waters that are subject to the provisions of this program, as may be amended; the same to be designated as to location by Ecology, as defined by RCW 90.58. (See Section 2.1.)

~~162~~163. Shoreline Administrator - is the city’s Planning Official or his/her designee responsible for administering this Program.

~~163~~164. Shoreline Designations - the categories of shorelines established by this Program in order to provide a uniform basis for applying policies and use regulations within distinctively different shoreline areas.

~~164~~165. Shoreline Ecological Functions - the work performed or role played by the physical, chemical, and biological processes that contribute to the maintenance of the aquatic and terrestrial environments which constitute the shoreline's natural ecosystem (*WAC 173-26-200 (2)(c)*).

~~165~~166. Shoreline Jurisdiction - all "shorelines of the state" and "shorelands" as defined in RCW 90.58.030.

~~166~~167. Shoreline Master Program or Program - means the comprehensive use plan for a described area, and the use regulations together with maps, diagrams, charts, or other descriptive material and text, a statement of desired goals, and standards developed in accordance with the policies enunciated in RCW 90.58.020. See Section 1.8 for complete details.

~~167~~168. Shoreline Modifications - those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a dike, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, dredging or application of chemicals.

~~168~~169. Shoreline Restoration Project – a project designed to restore impaired ecological function of a shoreline.

~~169~~170. Shoreline Stabilization – includes actions taken to address erosion impacts to property and structures caused by processes such as current, flood, wind, or waves. These actions include structural and non-structural methods. Structural measures include but are not limited to bulkheads, revetments, and riprap. Non-structural measures include building setbacks, relocation of structures, and bioengineered methods that use vegetation or wood.

~~170~~171. Shoreline Substantial Development Permit - is the permit required by this Program for uses which meet the definition of substantial developments.

~~171~~172. Shorelines - means all of the water areas of the state, including reservoirs, and their associated shorelands, together with the lands underlying them, except: (a) shorelines of statewide significance; (b) shorelines on segments of streams upstream of a point where the mean annual flow is twenty (20) cubic feet per second or less, and the wetlands associated with such upstream segments; and (c) shorelines on lakes less than twenty (20) acres in size and wetlands associated with such small lakes. See RCW 90.58.030(2)(d) and WAC 173-18, 173-26 and 173-22.

~~172~~173. Shorelines Hearing Board (SHB) – a quasi-judicial body established by the Shoreline Management Act of 1971 to hear appeals by any aggrieved party on the issuance of a substantial development permits, conditional uses, variance or, enforcement penalties.

~~173~~174. Shorelines of Statewide Significance –a select category of shorelines of the state, defined in RCW 90.58.030(2)(f), where special policies and regulations apply, and described below:

- a. Those lakes, whether natural, artificial, or a combination thereof, with a surface acreage of 1,000 acres or more, measured at the ordinary high water mark;
- b. Those natural rivers or segments thereof, downstream of a point where the mean annual flow is measured at 1,000 cubic feet per second, or more, and
- c. Their associated shorelands.

~~174~~175. Shorelines of the State – are the total of all “shorelines” and “shorelines of statewide significance” within the state.

~~175~~176. Should - the particular action is required unless there is a demonstrated, compelling reason, based on policy of the Shoreline Management Act and WAC 173-26, against taking the action.

~~176~~177. Sign - A sign is any structure, device, advertisement, advertising device, or visual representation intended to advertise, identify, or communicate information to attract the attention of the public for any reason. Informational signs are non-commercial and intended to communicate safety, directional, navigation, educational, or interpretive information.

~~177~~178. Significant Vegetation Removal – the removal or alteration of trees, shrubs, and /or ground cover by clearing, grading, cutting, burning, chemical means, or other activity that causes significant ecological impacts to functions provided by such vegetation. The removal of invasive or noxious weeds does not constitute significant vegetation removal. Tree pruning, where it does not affect ecological functions does not constitute significant vegetation removal (*WAC 173-26-020(33)*).

~~178~~179. Single-Family Residence - a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are a normal appurtenance.

~~179~~180. Solid Waste Facility - refers to any land or structure where solid waste is stored, collected, transported, or processed in any form, whether loose, baled or containerized, including but not limited to the following: transfer stations, landfills, or solid waste loading facilities. Solid waste handling and disposal facilities do not include the following: handling or disposal of solid waste as an incidental part of an otherwise permitted use; and solid waste recycling and reclamation activities not conducted on the same site as and accessory to the handling and disposal of garbage and refuse.

~~180~~181. Stormwater - runoff during and following precipitation and snowmelt events, including surface runoff and drainage.

~~181~~182. Stream - Water contained within a channel, either perennial or intermittent, and classified according to WAC 222-16-030 or WAC 222-16-031. Streams also include natural watercourses modified by humans. Streams do not include drainage ditches which are not modifications of natural watercourses.

~~182~~183. Structure- a permanent or temporary edifice or building or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels (*WAC 173-27-030(15)*).

~~183~~184. Subdivision – the division or re-division of land, including short subdivision, for the purpose of sale, lease, or conveyance.

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~~184~~185. Substantial Development - "Substantial development" shall mean any development of that the total cost or fair market value exceeds five thousand seven hundred and eighteen dollars (\$5,718), or as adjusted by the State Office of Financial Management, or any development that materially interferes with the normal public use of the water or shorelines of the state, except as specifically exempted pursuant to RCW 90.58.030(3)(e).

~~185~~186. Substantially Degrade - to cause significant ecological impact (*WAC 173-26-020(35)*).

~~186~~187. Surface Water - water that flows across the land surface, in channels, or is contained in depressions in the land surface, including but not limited to ponds, lakes, rivers, and streams.

T

~~187~~188. Terrestrial – of or relating to land as distinct from air and water.

~~188~~189. Transfer Facility – See “Solid Waste Facility.”

~~189~~190. Transmit - to send from one person or place to another by mail or hand delivery. The date of transmittal for mailed items is the date that the document is certified for mailing or, for hand-delivered items, is the date of receipt at the destination (*WAC 173-27-030(16)*).

~~190~~191. Transportation Facility - a road, railway, bridge and related structures such as culverts, fills, embankments, causeways, and the relevant essential public facilities identified in WAC 365-196-550 for the purpose of moving people or freight using motorized or non-motorized means of transport.

U

~~191~~192. Upland – generally described as the dry land area above and landward of the OHWM.

~~192~~193. Utilities - services and facilities that produce, convey, store, or process power, water, wastewater, stormwater, gas, communications, oil, and the like, including the relevant essential public facilities identified in WAC 365-196-550.

~~193~~194. Utilities, Accessory - are on-site utility features serving a primary use, such as a water, sewer, or gas line to a residence, and shall be considered a part of the primary use.

V

~~194~~195. Variance - is a means to grant relief from the specific bulk, dimensional or performance standards set forth in the applicable master program and not a means to vary a use of a shoreline. See RCW 90.58.160. (*WAC 173-27-030(17)*).

~~195~~196. Vegetation Conservation - includes activities to protect and restore vegetation along or near marine and freshwater shorelines that contribute to the ecological functions of shoreline areas. Vegetation conservation provisions include the prevention or restriction of plant clearing and earth grading, vegetation restoration, and the control of invasive weeds and nonnative species (*WAC 173-26-221*).

~~196~~197. Vessel - See “Boat.”

~~197~~198. View Corridor - portion of a viewshed, often between structures or along thoroughfares. View corridors may or may not be specifically identified and reserved through development regulations for the purpose of retaining the ability of the public to

see a particular object (such as a mountain or body of water) or a landscape within a context that fosters appreciation of its aesthetic value.

W

198199. Water-dependent Use or Activity - a use or a portion of a use which requires direct contact with the water and cannot exist at a non-water location due to the intrinsic nature of its operations.

199200. Water-enjoyment Use or Activity - a recreational use or other use that facilitates public access to the shoreline as a primary characteristic of the use; or a use that provides for recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general characteristic of the use and that through location, design, and operation ensures the public's ability to enjoy the physical and aesthetic qualities of the shoreline. In order to qualify as a water-enjoyment use, the use must be open to the general public and the shoreline-oriented space within the project must be devoted to the specific aspects of the use that fosters shoreline enjoyment.

200201. Water-oriented Use or Activity - a use that is water-dependent, water-related, or water-enjoyment, or a combination of such uses.

201202. Water Quality - the characteristics of water within shoreline jurisdiction, including water quantity, hydrological, chemical, aesthetic, recreation-related, and biological characteristics.

202203. Water Quantity - For the purposes of this program, refers only to development and uses affecting water quantity, such as impermeable surfaces and storm water handling

practices. Water quantity, for purposes of this Program, does not mean the withdrawal of ground water or diversion of surface water pursuant to RCW 90.03.250 through 90.03.340 (WAC 173-26-020(42)).

203204. Water-related Use or Activity – a use or portion of use that is not intrinsically dependent on a waterfront location but whose economic viability is dependent upon a waterfront location because:

- a. of a functional requirement for a waterfront location such as the arrival or shipment of materials by water or the need for large quantities of water or,
- b. the use provides a necessary service supportive of the water-dependent uses and the proximity of the use to its customers make its services less expensive and/or more convenient.

204205. Water Resources – Means surface water, stormwater, and groundwater.

205206. Watershed Restoration Plan - a plan, developed or sponsored by WDFW, Ecology, DNR, the Washington Department of Transportation, a federally recognized Indian tribe acting within and pursuant to its authority, a city, a county, a special purpose agency such as the Lower Columbia Fish Recovery Board, or a conservation district that provides a general program and implementation measures or actions for the preservation, restoration, re-creation, or enhancement of the natural resources, character, and ecology of a stream, stream segment, drainage area, or watershed for which agency and public review has been conducted pursuant to chapter 43.21C RCW, the State Environmental Policy Act.

~~206~~207. Watershed Restoration Project - a public or private project authorized by the sponsor of a watershed restoration plan that implements the plan or a part of a the plan and consists of one or more of the following activities (RCW 89.08.460):

- a. A project that involves less than ten miles of stream reach, in which less than twenty-five (25) cubic yards of sand, gravel, or soil is removed, imported, disturbed or discharged, and in which no existing vegetation is removed except as minimally necessary to facilitate additional plantings;
- b. A project for the restoration of an eroded or unstable stream bank that employs the principles of bioengineering, including limited use of rock as a stabilization only at the toe of the bank, and with primary emphasis on using native vegetation to control the erosive forces of flowing water; or
- c. A project primarily designed to improve fish and wildlife habitat, remove or reduce impediments to migration of fish, or enhance the fishery resource available for use by all of the citizens of the state, provided that any structure, other than a bridge or culvert or instream habitat enhancement structure associated with the project, is less than two hundred square feet in floor area and is located above the ordinary high water mark of the stream.

~~207~~208. Weir - a structure in a stream or river for measuring or regulating stream flow.

~~208~~209. Wetlands - areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and which under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those

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artificial wetlands intentionally created from non-wetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate the conversion of wetlands. Wetlands are designated at VMC 20.740.140.

Section 8. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 9. Effective Date. This ordinance shall take effect fourteen days from the date of Ecology's approval and written notice of final action to the City, in accordance with RCW 90.58.090.

Read first time:

Ayes: Councilmembers

Nayes: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nayes: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2018.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By Carrie Lewellen, Deputy City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

ORDINANCE - 63

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the City of Vancouver's implementation of shoreline management as required by Revised Code of Washington (RCW) Chapter 90.58, the Shoreline Management Act; amending the City of Vancouver Shoreline Master Program (SMP) Chapter 4, Shoreline Designations Section 4.3.1.4; Chapter 6, Specific Shoreline Use Regulations Table 6-1; Section 6.3.3.4, Joint Use and Community Moorage Facilities; Section 6.3.4, Commercial Uses; Section 6.3.11, Residential Development; and Chapter 8, Definitions; subject to approval by the Washington State Department of Ecology (Ecology); providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 360-487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

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CHAPTER 4 SHORELINE DESIGNATIONS

4.1 Introduction

The intent of assigning shoreline designations to specific geographies is to encourage development that will enhance the present or desired character of the shoreline. To accomplish this, segments of shoreline are given a shoreline designation based on existing development patterns, natural capabilities and limitations, and the vision of the City. The shoreline designations are intended to work in conjunction with the comprehensive plan and zoning.

Management policies are an integral part of the shoreline designations and are used for determining uses and activities that can be permitted in each shoreline designation. Development regulations specify how and where permitted development can take place within each shoreline designation and govern height and setback.

4.2 Authority

1. Local governments are required under the State Shoreline Management Act of 1971 (RCW 90.58) and the Shoreline Master Program Guidelines (WAC 173-26) to develop and assign a land use categorization system known as “shoreline environment designations” for shoreline areas as a basis for effective shoreline master programs. For purposes of this Program “shoreline designation” is used in place of the term “shoreline environment designation” referred to in WAC 173-26.
2. The method for local government to account for different shoreline conditions is to assign a shoreline designation to each distinct shoreline section in its jurisdiction. The shoreline designation assignments provide the framework for implementing shoreline policies and regulatory measures for environmental protection, use provisions, and other regulatory measures specific to each shoreline designation.

4.3 Shoreline Designations

The City classification system consists of shoreline designations that are consistent with and implement the Act (RCW 90.58), the Shoreline Master Program Guidelines (WAC 173-26) and the City of Vancouver Comprehensive Plan. These designations have been assigned consistent with the corresponding criteria provided for each shoreline designation. In delineating shoreline designations, the City aims to ensure that existing shoreline ecological functions are protected with the proposed pattern and intensity of development. Such designations should be consistent with the policies for restoration of degraded shorelines. All the shoreline designations, even if they are not applied within the City limits or urban growth area are listed here to maintain consistency countywide (See Sections 4.4.5 and 6.2), and are defined in the following sections:

1. Aquatic;

2. Natural;
3. Urban Conservancy;
4. Medium Intensity;
5. High Intensity;

The following shoreline designations are not applied within City limits or the urban growth area:

6. Rural Conservancy – Residential; and
7. Rural Conservancy – Resource Lands.

4.3.1 Aquatic Shoreline Designation

4.3.1.1 Purpose

The purpose of the “Aquatic” shoreline designation is to protect, restore, and manage the unique characteristics and resources of the areas waterward of the ordinary high-water mark (OHWM).

4.3.1.2 Designation Criteria

An Aquatic shoreline designation is assigned to lands and waters waterward of the ordinary high-water mark.

4.3.1.3 Areas Designated

The Aquatic shoreline designation applies to areas as shown on a copy of the Unofficial Shoreline Map in Appendix A.

4.3.1.4 Management Policies

In addition to the other applicable policies and regulations of this Program the following management policies shall apply:

1. New over-water structures should be allowed only for water-dependent uses, public access, recreation, or ecological restoration.
2. Shoreline uses and modifications should be designed and managed to prevent degradation of water quality and natural hydrographic conditions.
3. In-water uses should be allowed where impacts can be mitigated to ensure no net loss of shoreline ecological functions. Permitted in-water uses must be managed to avoid impacts to shoreline ecological functions. Unavoidable impacts must be minimized and mitigated.

4. On navigable waters or their beds, all uses and developments should be located and designed to:
 - a. Minimize interference with surface navigation;
 - b. Consider impacts to public views; and
 - c. Allow for the safe, unobstructed passage of fish and wildlife, particularly species dependent on migration.
5. Multiple or shared use of over-water and water access facilities should be encouraged to reduce the impacts of shoreline development and increase effective use of water resources.
6. Structures and activities permitted should be related in size, form, design, and intensity of use to those permitted in the immediately adjacent upland area. The size of new over-water structures should be limited to the minimum necessary to support the structure's intended use.
7. Natural light should be allowed to penetrate to the extent necessary to discourage salmonid predation and to support nearshore habitat unless other illumination is required by state or federal agencies.
8. Aquaculture practices should be encouraged in those waters and beds most suitable for such use. Aquaculture should be discouraged where it would adversely affect the strength or viability of native stocks or unreasonably interfere with navigation.
9. When shoreline uses, development, activities, and modifications in the Aquatic shoreline designation require use of adjacent landward property, that landward property should be in a shoreline designation that allows that use, development, activity or modification.
10. Over-water structures constructed prior to the adoption of this Program and located from the Interstate 5 Bridge downstream to the railroad bridge (a portion of the Columbia River Shoreline Enhancement Plan District) may be used for water-dependent, water related and/or water enjoyment commercial uses.
 - a. Permitted development should include designs that are reflective of the local history and/or prior structures on the site.
 - b. Shoreline uses and modifications should be consistent with the policies set forth in the Vancouver City Center Vision (VCCV) Subarea Plan, including providing public access to the shoreline.

4.3.2 Natural Shoreline Designation

4.3.2.1 Purpose

The purpose of the “Natural” shoreline designation is to protect those shoreline areas that are relatively free of human influence or that include intact or minimally degraded shoreline ecological functions intolerant of human use. These systems require that only very low intensity uses be allowed in order to maintain the ecological functions and ecosystem-wide processes. Consistent with the policies of the designation, restoration of degraded shorelines within this environment is appropriate.

4.3.2.2 Designation Criteria

The following criteria should be considered in assigning a Natural shoreline designation:

1. The shoreline’s ecological functions are substantially intact and have a high opportunity for preservation and low opportunity for restoration;
2. The shoreline is generally in public or conservancy ownership or under covenant, easement, or a conservation tax program.
3. The shoreline contains little or no development, or is planned for development that would have minimal adverse impacts to ecological functions or risk to human safety;
4. There are low-intensity agricultural uses, and no active forestry or mining uses;
5. The shoreline has a high potential for low-impact or passive or public recreation and is planned for park or open space uses as part of the comprehensive plan; or
6. The shoreline is considered to represent ecosystems and geologic types that have high scientific and educational value.

4.3.2.3 Areas Designated

The Natural shoreline designation applies to areas as shown on a copy of the Unofficial Shoreline Map in Appendix A.

4.3.2.4 Management Policies

In addition to the other applicable policies and regulations of this Program the following management policies shall apply:

1. Any use that would substantially degrade the shoreline ecological functions or natural character of the shoreline area should not be allowed.
2. Scientific, historical, cultural, educational research uses, and low-impact, passive recreational uses may be allowed provided that ecological functions remain intact.

3. Vegetation should remain undisturbed except for removal of noxious vegetation and invasive species. Proposed subdivision or lot line adjustments, new development or significant vegetation removal that would reduce the capability of vegetation to perform normal ecological functions should not be allowed.
4. Uses that would deplete physical or biological resources or impair views to or from the shoreline over time should be prohibited.
5. Only physical alterations that serve to protect a significant or unique physical, biological or visual shoreline feature that might otherwise be degraded or destroyed; or those alterations that are the minimum necessary to support a permitted use should be allowed.
6. Only the following types of signs should be considered for location in the shorelines: interpretive, directional, navigational, regulatory, and public safety.

4.3.3 Urban Conservancy Shoreline Designation

4.3.3.1 Purpose

The purpose of the “Urban Conservancy” shoreline designation is to protect and restore shoreline ecological functions of open space, floodplains, and other sensitive lands, where they exist in urban and developed settings, while allowing a variety of compatible uses.

4.3.3.2 Designation Criteria

The following criteria are used to consider an Urban Conservancy shoreline designation:

1. The shoreline is located within incorporated municipalities and designated urban growth areas;
2. The shoreline has moderate to high ecological function with moderate to high opportunity for preservation and low to moderate opportunity for restoration, or low to moderate ecological function with moderate to high opportunity for restoration;
3. The shoreline has open space or critical areas that should not be more intensively developed;
4. The shoreline is not highly developed and is likely in recreational use. The shoreline has the potential for development that is compatible with ecological restoration. The shoreline is planned for a park, as open space, or for a Master Planned Resort;
5. The shoreline has moderate to high potential for low-impact, passive or active water-oriented recreation where shoreline ecological functions can be maintained or restored.

4.3.3.3 Areas Designated

The Urban Conservancy shoreline designation applies to areas as shown on a copy of the Unofficial Shoreline Map in Appendix A.

4.3.3.4 Management Policies

In addition to the other applicable policies and regulations of this Program the following management policies shall apply:

1. Uses that preserve the natural character of the area or promote preservation of open space or critical areas either directly or over the long term should be the primary allowed uses. Uses that result in restoration of shoreline ecological functions should be allowed if the use is otherwise compatible with the purpose of the Urban Conservancy shoreline designation and the setting.
2. Single family residential development shall ensure no net loss of shoreline ecological functions and preserve the existing character of the shoreline consistent with the purpose of this designation.
3. Encourage regulations that limit lot coverage, provide adequate setbacks from the shoreline, promote vegetation conservation, reduce the need for shoreline stabilization and maintain or improve water quality to ensure no net loss of shoreline ecological functions.
4. Public access and public recreation objectives should be implemented whenever feasible and when significant ecological impacts can be mitigated.
5. Thinning or removal of vegetation should be limited to that necessary to
 - a. Remove noxious vegetation and invasive species;
 - b. Provide physical or visual access to the shoreline; or
 - c. Maintain or enhance an existing use consistent with critical areas protection and maintenance or enhancement of shoreline ecological functions.
6. Public access and public recreation facilities are a preferred use if they will not cause substantial ecological impacts and when restoration of ecological functions is incorporated.
7. Low intensity water-oriented commercial uses may be permitted if compatible with surrounding uses.

4.3.4 Medium Intensity Shoreline Designation

4.3.4.1 Purpose

The purpose of the “Medium Intensity” shoreline designation is to accommodate primarily residential development and appurtenant structures, but to also allow other types of development that are consistent with this chapter. An additional purpose is to provide appropriate public access and recreational uses.

4.3.4.2 Designation Criteria

The following criteria are used to consider a Medium Intensity shoreline:

1. The shoreline is located within incorporated municipalities and designated urban growth areas.
2. The shoreline has low to moderate ecological function with low to moderate opportunity for restoration;
3. The shoreline contains mostly residential development at urban densities and does not contain resource industries (agriculture, forestry, mining);
4. The shoreline is planned or platted for residential uses in the comprehensive plan; or
5. The shoreline has low to moderate potential for low-impact, passive or active water-oriented recreation where ecological functions can be restored.

4.3.4.3 Areas Designated

The Medium Intensity shoreline designation applies to areas as shown on a copy of the Unofficial Shoreline Map in Appendix A.

4.3.4.4 Management Policies

In addition to the other applicable policies and regulations of this Program the following management policies shall apply:

1. Encourage regulations that ensure no net loss of shoreline ecological functions as a result of new development such as limiting lot coverage, providing adequate setbacks from the shoreline, promoting vegetation conservation, reducing the need for shoreline stabilization and maintaining or improving water quality to ensure no net loss of ecological functions.
2. The scale and density of new uses and development should be compatible with sustaining shoreline ecological functions and processes, and the existing residential character of the area.

3. Public access and joint use (rather than individual) of recreational facilities should be promoted.
4. Access, utilities, and public services to serve proposed development within shorelines should be constructed outside shorelines to the extent feasible, and be the minimum necessary to adequately serve existing needs and planned future development.
5. Public or private outdoor recreation facilities should be provided with proposals for subdivision development and encouraged with all shoreline development if compatible with the character of the area. Priority should be given first to water-dependent and then to water-enjoyment recreation facilities.
6. Commercial development should be limited to water-oriented uses. Non-water-oriented commercial uses should only be allowed as part of mixed-use developments where the primary use is residential and where there is a substantial public benefit with respect to the goals and policies of this Program such as providing public access or restoring degraded shorelines.

4.3.5 High Intensity Shoreline Designation

4.3.5.1 Purpose

The purpose of the “High Intensity” shoreline designation is to provide for high-intensity water-oriented commercial, transportation, and industrial uses while protecting existing shoreline ecological functions and restoring ecological functions in areas that have been previously degraded.

4.3.5.2 Designation Criteria

The following criteria are used to consider a High Intensity shoreline designation:

1. The shoreline is located within incorporated municipalities and designated urban growth areas;
2. The shoreline has low to moderate ecological function with low to moderate opportunity for ecological restoration or preservation;
3. The shoreline contains mostly industrial, commercial, port facility, mixed-use, or multi-family residential development at high urban densities and may contain industries that are not designated agriculture, forestry, or mineral resource lands in the comprehensive plan;
4. The shoreline may be or have been identified as part of a state or federal environmental remediation program;
5. The shoreline is planned or platted for high intensity uses in the comprehensive plan; or

6. The shoreline may support public passive or active water-oriented recreation where ecological functions can be restored.

4.3.5.3 Areas Designated

The High Intensity shoreline designation applies to areas as shown on a copy of the Unofficial Shoreline Map in Appendix A.

4.3.5.4 Management Policies

In addition to the other applicable policies and regulations of this Program the following management policies shall apply:

1. Encourage regulations that ensure no net loss of shoreline ecological functions as a result of new development.
2. Promote infill and redevelopment in developed shoreline areas and encourage environmental remediation and restoration of the shoreline, where applicable with the goal of achieving full utilization of designated high-intensity shorelines.
3. Encourage the transition of uses from non-water-oriented to water-oriented uses.
4. Water-oriented uses are encouraged, however new non-water oriented uses may be allowed if that use has limited access to the shoreline and when included in a master plan or part of a mixed-use development.

The following shoreline designations are not applied within City limits or the urban growth area:

4.3.6 Rural Conservancy – Residential Shoreline Designation

4.3.6.1 Purpose

The purpose of the “Rural Conservancy – Residential” shoreline designation is to protect shoreline ecological functions, conserve existing natural resources and valuable historic and cultural areas in order to provide for sustained resource use, achieve natural floodplain processes, and provide recreational opportunities. Examples of uses that are appropriate in a Rural Conservancy - Residential shoreline designation include low-impact, passive recreation uses, water-oriented commercial development, and low-intensity residential development.

4.3.6.2 Designation Criteria

The following criteria are used to consider a Rural Conservancy – Residential shoreline designation:

1. The shoreline is located outside of incorporated municipalities and designated urban growth areas;

2. The shoreline has moderate to high ecological function with moderate to high opportunity for preservation and low to moderate opportunity for restoration or low to moderate ecological function with moderate to high opportunity for restoration;
3. The shoreline is not highly developed and most development is low-density residential;
4. The shoreline is planned or platted Rural Center, Rural, or Master Planned Resort;
5. The shoreline has moderate to high potential for public, water-oriented recreation where ecological functions can be maintained or restored; or
6. The shoreline has high scientific or educational value or unique historic or cultural resources value.

4.3.6.3 Areas Designated

The Rural Conservancy – Residential shoreline designation applies to areas as shown on a copy of the Unofficial Shoreline Map in Appendix A.

4.3.6.4 Management Policies

In addition to the other applicable policies and regulations of this Program the following management policies shall apply:

1. Uses in the Rural Conservancy – Residential shoreline designation should be limited to those that sustain the shoreline area's physical and biological resources and do not substantially degrade shoreline ecological functions or the rural or natural character of the shoreline area.
2. Residential development shall ensure no net loss of shoreline ecological functions and preserve the existing character of the shoreline consistent with the purpose of this designation.
3. Encourage regulations that limit lot coverage, provide adequate setbacks from the shoreline, promote vegetation conservation, reduce the need for shoreline stabilization and maintain or improve water quality to ensure no net loss of shoreline ecological functions.
4. Water-dependent and water-enjoyment recreation facilities that do not deplete the resource over time are preferred uses, provided significant adverse impacts to the shoreline are avoided and unavoidable impacts are minimized and mitigated.
5. Water-oriented commercial uses should be allowed in rural centers and Master Planned Resorts only.

6. Developments and uses that would substantially degrade or permanently deplete the biological resources of the area should not be allowed.

4.3.7 Rural Conservancy – Resource Lands Shoreline Designation

4.3.7.1 Purpose

The purpose of the “Rural Conservancy – Resource Lands” shoreline designation is to protect shoreline ecological functions, conserve existing natural resources and valuable historic and cultural areas in order to provide for sustained resource use, achieve natural floodplain processes, and provide recreational opportunities. Examples of uses that are appropriate in a Rural Conservancy – Resource Lands shoreline designation include low-impact outdoor recreation uses, timber harvesting on a sustained-yield basis, agricultural uses, and other natural resource-based uses.

4.3.7.2 Designation Criteria

The following criteria are used to consider a Rural Conservancy – Resource Lands shoreline designation:

1. The shoreline is located outside of incorporated municipalities and designated urban growth areas;
2. The shoreline has moderate to high ecological function with moderate to high opportunity for preservation and low to moderate opportunity for restoration or low to moderate ecological function with moderate to high opportunity for restoration;
3. The shoreline is not highly developed, but consists primarily of resource operations (agriculture, forestry, mining) and recreation, but may contain Master Planned Resorts;
4. The shoreline is planned or platted Rural Industrial, Forest, Agriculture, Agri-Wildlife, or has a surface mining overlay;
5. The shoreline has a moderate to high potential for low-intensity, passive water-oriented recreation where resource industry-related safety concerns are minimal or mitigated and ecological functions can be maintained or restored; or
6. The shoreline has moderate to high scientific or educational value or unique historic or cultural resources value.

4.3.7.3 Areas Designated

The Rural Conservancy – Resource Lands shoreline designation applies to areas as shown on a copy of the Unofficial Shoreline Map in Appendix A.

4.3.7.4 Management Policies

In addition to the other applicable policies and regulations of this Program the following management policies shall apply:

1. Agriculture, commercial forestry, and mining should be allowed in Rural Conservancy – Resource Lands provided they are allowed in the underlying zoning designation, and adverse impacts to the shoreline are avoided and unavoidable impacts are minimized and mitigated.
2. Encourage regulations that ensure new shoreline uses, development, and activities to sustain the shoreline area's physical and biological resources, do not substantially degrade shoreline ecological functions or the rural or natural character of the shoreline area, and achieve no net loss of shoreline ecological functions.
3. Water-dependent and water-enjoyment recreation facilities that do not deplete the resource over time are preferred uses, provided adverse impacts to the shoreline are avoided and unavoidable impacts are minimized and mitigated.
4. Allow open space and recreational uses consistent with protection of shoreline ecological functions and personal safety considerations.
5. Only water-oriented commercial uses that support permitted uses should be allowed.
6. Residential development shall ensure no net loss of shoreline ecological functions and preserve the existing character of the shoreline consistent with the purpose of this designation.

4.4 Official Shoreline Map

4.4.1 Map Established

1. The location and extent of areas under the jurisdiction of this Program, and the boundaries of various shoreline designations affecting the lands and waters of the City shall be as shown on the maps entitled, “Official Shoreline Designation Map (East), City of Vancouver, Washington” and “Official Shoreline Designation Map (West), City of Vancouver, Washington” which together comprise the “Official Shoreline Designation Map” for the City of Vancouver, Washington. All the notations, references, amendments, and other information shown on the “Official Shoreline Designation Map” are hereby made a part of this Program, as if such information set forth on the map were fully described herein.
2. In the event that new shoreline areas are discovered (including but not limited to, associated wetlands) that are not mapped and/or designated on the Official Shoreline Designation Map, these areas are automatically assigned an Urban Conservancy designation for lands within City limits and urban growth areas, or

Rural Conservancy – Residential if on lands outside urban growth areas until the shoreline can be re-designated through a Program amendment.

3. In the event of a mapping error, the City will rely upon common boundary descriptions and the criteria contained in RCW 90.58.030(2) and WAC 173-22 pertaining to determinations of shorelands, as amended, rather than the incorrect or outdated map.

4.4.2 File Copies

The Official Shoreline Designation Map is in electronic format and shall be kept on file in the office of the City Clerk, on the City website (www.cityofvancouver.us), and at Ecology. Unofficial copies of the Map may be prepared for administrative purposes. To facilitate use of this Program an “unofficial copy” of the Map has been attached in Appendix A.

4.4.3 Map Amendments

The Official Shoreline Designation Map is an integral part of this Program and may not be amended except upon approval by the City and Ecology, as provided under the Act.

4.4.4 Boundary Interpretation

If disagreement develops as to the exact location of a shoreline designation boundary line shown on the Official Shoreline Designation Map, the following rules shall apply:

1. Boundaries indicated as approximately following lot, tract, or section lines shall be so construed;
2. Boundaries indicated as approximately following roads or railways shall be respectively construed to follow their centerlines;
3. Boundaries indicated as approximately parallel to or extensions of features indicated in (1) or (2) above shall be so construed;
4. Whenever existing physical features are inconsistent with boundaries on the Official Shoreline Map, the Shoreline Administrator shall interpret the boundaries with deference to actual conditions. Appeals of such interpretation may be filed according to the applicable appeal procedures described in Chapter 7, Administration and Enforcement.

4.4.5 Shoreline Designation Changes and Urban Growth Boundary Revisions

When a portion of shoreline jurisdiction is brought into or removed from an urban growth area, a new shoreline designation may need to be assigned. Shoreline designations shall be assigned in accordance with Table 4-1, Shoreline Designations for Urban/Rural Boundary Revisions. Where more than one designation could be appropriate according to

Table 4-1, the shoreline designation criteria in this chapter shall be applied and the best-fitting shoreline designation assigned. Shoreline designation assignments shall occur concurrently with the annexation or other legislative action to remove a portion of shoreline jurisdiction from a City or urban growth area and to amend the Official Shoreline Designation Map and shall be effective upon approval by Ecology (see Section 4.4.3).

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Table 4-1. Shoreline Designations for Urban1/Rural2 Boundary Revisions

SENDING Jurisdiction Shoreline Designation	Transfer From/To	RECEIVING Jurisdiction Shoreline Designation(s)
Aquatic	Rural/Urban Urban/Rural	Aquatic Aquatic
Natural	Rural/Urban Urban/Rural	Natural Natural
Rural Conservancy – Residential	Rural/Urban	Urban Conservancy Medium Intensity
Rural Conservancy – Resource Lands	Rural/Urban	Urban Conservancy Medium Intensity High Intensity
Urban Conservancy	Urban/Rural	Rural Conservancy – Residential Rural Conservancy – Resource Lands
Medium Intensity	Urban/Rural	Rural Conservancy – Residential
High Intensity	Urban/Rural	Rural Conservancy – Resource Lands

¹Urban = City or Urban Growth Area

²Rural = Unincorporated Clark County outside Urban Growth Areas

CHAPTER 6 SPECIFIC SHORELINE USE REGULATIONS

6.1 General Provisions

1. This chapter contains the regulations that apply to specific uses, developments, and activities in the shoreline jurisdiction.
2. These regulations are intended to work in concert with all sections of this Program and in particular the Goals and Policies (Chapter 3) and General Use and Development Regulations (Chapters 5 and 5A).

6.2 Shoreline Use, Modification, and Standards Table

1. Each shoreline designation shall be managed in accordance with its designated purpose as described in this Program (Chapter 4). Table 6-1 identifies those uses that are prohibited, may be permitted or permitted with a conditional use approval in each shoreline designation. In the event conflicts exist between the Table 6-1 and the text in this chapter, the text shall apply.
2. Table 6-1 also summarizes general setbacks and building heights for uses within each shoreline designation. These setbacks apply in conjunction with the critical areas requirements established in Chapter 5A of this Program. In the event a conflict exists between Table 6-1 and the requirements of Chapter 5 or 5A, the most protective of shoreline ecological functions shall apply.
3. In Table 6-1, setbacks are measured landward from the ordinary high water mark (OHWM). For transportation facilities and utilities, the setback from OHWM pertains to the right of way and not just the structure or pipeline. Building heights landward of the OHWM are calculated according to WAC 173-27-030(9). In the Aquatic shoreline designation, the setback is waterward of the OHWM and building heights in the Aquatic shoreline designation are measured from the elevation of the OHWM.
4. All the shoreline designations, even if they are not applied within the City limits or urban growth area are included in Table 6-1 to maintain consistency countywide. (See Sections 4.3 and 4.4.5.) Rural Conservancy – Residential and Rural Conservancy – Resource Lands are not applied within the City limits or urban growth area.
5. Classification of a use or development as permitted does not necessarily mean the use/development is allowed. It means the use/development may be allowed subject to review and approval by the City and/or Ecology. The City may attach conditions of approval to any permitted use via a permit or statement of exemption as necessary to assure consistency of a project with the Act and this Program.

Table 6-1. Shoreline Use, Modification and Development Standards

Table 6-1 is to be used and understood together with the related policies and regulations of this Program.

“Uses” refers to uses, structures, and/or developments as applicable.

Setbacks are landward from the OHWM in the NT, UC, MI, HI, RC-RD, & RC-RL shoreline designations and waterward of the OHWM in the AQ Shoreline Designation.

Abbreviations P = Permitted; C = Conditional Use; X = Prohibited; N/A = Not Applicable; UNL = Unlimited.	AQ (Both)	NT (Both)	UC (Urban)	MI (Urban)	HI (Urban)	RC-RD (Rural)	RC-RL (Rural)
Shoreline Designation	Aquatic	Natural	Urban Conservancy	Medium Intensity	High Intensity	RC Residential	RC Resource Lands
Shoreline Uses							
Agriculture							
Agriculture	X	X	C	P	P	P	P
• <i>Setback</i>	N/A	N/A	100'	100'	100'	100'	100'
• <i>Height</i>	N/A	N/A	35'	35'	35'	35'	35'
Aquaculture							
Aquaculture, General	P	X	C	C	C	C	C
• <i>Setback</i>	0'	N/A	50'	50'	50'	50'	50'
Boating Uses							
Motorized Boat Launches	P	X	C	C	P	P	P
• <i>Setback</i>	0'	N/A	0'	0'	0'	0'	0'
Non-motorized Boat Launches	P	C	P	P	P	P	P
• <i>Setback</i>	0'	0'	0'	0'	0'	0'	0'
Marinas	P	X	X	C	P	C	C
• <i>Setback</i>	0'	N/A	N/A	25'	25'	25'	25'
• <i>Height</i>							
- 0'-100' from OHWM	20'	N/A	N/A	25'	35'	25'	35'
- >100' from OHWM	20'	N/A	N/A	35'	45'	35'	45'
Docks, Piers, Mooring Buoys	P ¹	X	P ¹	P ¹	P ¹	P ¹	P ¹
• <i>Setback</i>	0'	NA	0'	0'	0'	0'	0'
Commercial Uses							
Water-dependent	C	X	X	P	P	C	C
• <i>Setback</i>	0'	N/A	N/A	0'	0'	0'	0'
• <i>Height</i>							
- 0'-100' from OHWM	15' 35' ³	N/A	N/A	35'	35' ²³	35'	35'
- >100' from OHWM	15' 35' ³	N/A	N/A	45'	60' ²³	45'	45'
Water-related, Water-enjoyment	X/C ³	X	X	P	P	C	C
• <i>Setback</i>	N/A	N/A	N/A	25'	25' ²³	25'	25'
• <i>Height</i>							
- 0'-100' from OHWM	N/A 35' ³ A ³	N/A	N/A	25'	35' ²³	35'	35'

Abbreviations P = Permitted; C = Conditional Use; X = Prohibited; N/A = Not Applicable; UNL = Unlimited.	AQ (Both)	NT (Both)	UC (Urban)	MI (Urban)	HI (Urban)	RC-RD (Rural)	RC-RL (Rural)
Shoreline Designation	Aquatic	Natural	Urban Conservancy	Medium Intensity	High Intensity	RC Residential	RC Resource Lands
- >100' from OHWM	N/A ³⁵ N/A ³ A ³	N/A	N/A	35'	45' ²³	45'	45'
Non-water-oriented	X	X	X	C ³⁴	C ³⁴	X	X
• Setback	N/A ³	N/A	N/A	100'	100' ³	N/A	N/A
• Height	N/A ³	N/A	N/A	25'	25' ²³	N/A	N/A
Forestry							
Log Storage	C	X	X	X	P	X	P
• Setback	0'	N/A	N/A	N/A	50'	N/A	50'
Timber Harvest	X	X	C	P	P	P	P
• Setback	N/A	N/A	100'	100'	50'	100'	50'
Industrial Uses							
Water-dependent	P	X	X	X	P	X	X
• Setback	0'	N/A	N/A	N/A	0'	N/A	N/A
• Height							
- 0'-100' from OHWM	UNL	N/A	N/A	N/A	UNL	N/A	N/A
- >100' from OHWM	UNL	N/A	N/A	N/A	UNL	N/A	N/A
Water-related	X	X	X	X	P	X	X
• Setback	N/A	N/A	N/A	N/A	50'	N/A	N/A
• Height							
- 0'-100' from OHWM	N/A	N/A	N/A	N/A	UNL	N/A	N/A
- >100' from OHWM	N/A	N/A	N/A	N/A	UNL	N/A	N/A
Non-water-oriented	X	X	X	X	P	X	X
• Setback	N/A	N/A	N/A	N/A	100'	N/A	N/A
• Height	N/A	N/A	N/A	N/A	35'	N/A	N/A
Institutional Uses							
Water-dependent	C	X	C	P	P	C	C
• Setback	0'	N/A	0'	0'	0'	0'	0'
• Height							
- 0'-100' from OHWM	35'	N/A	25'	35'	35'	35'	35'
- >100' from OHWM	35'	N/A	35'	45'	35'	45'	45'
Water-related	X	X	X	P	P	C	X
• Setback	N/A	N/A	N/A	25'	25'	50'	NA
• Height							
- 0'-100' from OHWM	N/A	N/A	N/A	35'	45'	35'	N/A
- >100' from OHWM	N/A	N/A	N/A	45'	60'	35'	N/A
Non-water-oriented	X	X	X	C ³⁴	C ³⁴	X	X
• Setback	N/A	N/A	N/A	100'	100'	N/A	N/A
• Height	N/A	N/A	N/A	35'	35'	N/A	N/A
Mining							
Gravel Mining	C ⁴⁵	X	X	X	C ⁴⁵	C ⁴⁵	C ⁴⁵
• Setback	0'	N/A	N/A	N/A	200'	200'	200'
Hard Rock Mining	X	X	X	X	C ⁴⁵	C ⁴⁵	C ⁴⁵

Abbreviations P = Permitted; C = Conditional Use; X = Prohibited; N/A = Not Applicable; UNL = Unlimited.	AQ (Both)	NT (Both)	UC (Urban)	MI (Urban)	HI (Urban)	RC-RD (Rural)	RC-RL (Rural)
Shoreline Designation	Aquatic	Natural	Urban Conservancy	Medium Intensity	High Intensity	RC Residential	RC Resource Lands
• Setback	N/A	N/A	N/A	N/A	100'	100'	50'
Parking							
Primary Use	X	X	X	X	X	X	X
• Setback	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Accessory Use	X	X	P	P	P	P	P
• Setback	N/A	N/A	100'	100'	50'	100'	100'
• Height	N/A	N/A	35'	35'	35'	35'	35'
Recreational Uses							
Water-dependent	P	P ⁵⁶	P	P	P	P	P
• Setback	0'	0'	0'	0'	0'	0'	0'
• Height	15'	15'	15'	35'	35'	35'	35'
Water-related/enjoyment (trails generally parallel to the shoreline, accessory bldgs)	C ⁵⁶	C ⁵⁶	P	P	P	P	P
• Setback	0'	50' ⁶⁷	50' ⁶⁷	50' ⁶⁷	20'	20'	20'
• Height	15'	15'	15'	35'	35'	35'	35'
Public access connections generally perpendicular to the shoreline to water- related/enjoyment features (viewpoints, fishing piers)							
• Setback	0'	0'	0'	0'	0'	0'	0'
Non-water-oriented (golf courses, sports fields)	X	X	C	C	C	C	X
• Setback	N/A	N/A	100'	100'	100'	200'	N/A
• Height	N/A	N/A	25'	25'	25'	15'	N/A
Residential Uses							
Single-family ⁷⁸	X	X	P	P	X	P	P
• Setback	N/A	N/A	100'	50'	N/A	100'	100'
• Height	N/A	N/A	35'	35'	N/A	35'	35'
• Density	N/A	N/A	In accordance with the underlying zoning				
Floating homes (new)	X	N/A	N/A	N/A	N/A	N/A	N/A
• Height	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Floating homes (existing) ⁸⁹	P	N/A	N/A	N/A	N/A	N/A	N/A
• Height	Existing	N/A	N/A	N/A	N/A	N/A	N/A
Multifamily	X	X	X	P	P	X	X
• Setback	N/A	N/A	N/A	35'	35'	N/A	N/A
• Height	N/A	N/A	N/A	35'	35'	N/A	N/A
• Density	N/A	N/A	N/A	In accordance with the underlying zoning		N/A	N/A
Signs							
Sign heights are regulated in accordance with VMC 20.960 or VMC 20.450 as applicable. Free-standing informational signs in the Aquatic SD are limited to 15' ⁹¹⁰ .							
Agricultural	X	X	X	X	P	P	P

Abbreviations P = Permitted; C = Conditional Use; X = Prohibited; N/A = Not Applicable; UNL = Unlimited.	AQ (Both)	NT (Both)	UC (Urban)	MI (Urban)	HI (Urban)	RC-RD (Rural)	RC-RL (Rural)
Shoreline Designation	Aquatic	Natural	Urban Conservancy	Medium Intensity	High Intensity	RC Residential	RC Resource Lands
Fascia or Wall Signs	X	X	X	P	P	P	P
Free Standing Informational	P	P	P	P	P	P	P
High School Electronic Message	X	X	X	P	P	P	P
Monument	X	P	P	P	P	P	P
Navigation	P	P	P	P	P	P	P
Transportation Uses							
Highways, Arterials, Railroads (parallel to OHWM)	C ¹⁰¹¹	X	P	P ¹⁰¹¹	P ¹⁰¹¹	P	P
• <i>Right-of-Way Setback</i>	0'	N/A	200'	100' ¹⁰¹¹	100' ¹⁰¹¹	200'	200'
Secondary/Public Access Roads (parallel to OHWM)	X	X	P	P	P	P	P
• <i>Right-of-Way Setback</i>	NA	N/A	100'	50'	50'	100'	100'
Secondary/Public Access Roads (perpendicular to OHWM)	X	X	P	P	P	P	P
• <i>Setback</i>	N/A	N/A	Limited to the setback for the use the road is serving ¹⁴¹²				
Bridges (perpendicular to shoreline)	C	C	C	P	P	C	C
• <i>Setback</i>	0'	0'	0'	0'	0'	0'	0'
Utility Uses							
Above-ground Utilities (parallel to shoreline)	C	C	P	P	P	P	P
• <i>Right-of-Way Setback</i>	0'	200'	100'	50'	50'	100'	100'
• <i>Structure Height</i>	15'	15'	35'	35'	UNL	15'	15'
• <i>Distribution Pole Height</i>	0'	45'	45'	45'	UNL	45'	45'
Electrical Transmission Lines	C	C	C	C	C	C	C
• <i>Tower Height</i>	UNL	UNL	UNL	UNL	UNL	UNL	UNL
Underground Utilities (parallel to shoreline)	C	C	P	P	P	P	P
• <i>Right-of-Way Setback</i>	0'	200'	100'	50'	50'	50'	50'
Underground Utilities (perpendicular to shoreline)	C	C	C	C	C	C	C
• <i>Right-of-Way Setback</i>	0'	0'	0'	0'	0'	0'	0'
Unclassified Uses							
Unclassified Uses	C	C	C	C	C	C	C
• <i>Setback</i>	0'	200'	100'	100'	100'	100'	100'
• <i>Height</i>	15'	15'	35'	35'	35'	35'	35'
Shoreline Modification							
Dredging and Dredge Material Disposal							
Non-maintenance Dredging	C	N/A	N/A	N/A	N/A	N/A	N/A
Maintenance Dredging	P	N/A	N/A	N/A	N/A	N/A	N/A
Dredge Material Disposal	C	X	X	C ¹²¹³	C ¹²¹³	C	C
Dredging & Disposal as part of Ecological Restoration/ Enhancement	P	C	P	P	P	P	P

Abbreviations P = Permitted; C = Conditional Use; X = Prohibited; N/A = Not Applicable; UNL = Unlimited.	AQ (Both)	NT (Both)	UC (Urban)	MI (Urban)	HI (Urban)	RC-RD (Rural)	RC-RL (Rural)
Shoreline Designation	Aquatic	Natural	Urban Conservancy	Medium Intensity	High Intensity	RC Residential	RC Resource Lands
Fill							
Speculative	X	X	X	X	X	X	X
Other	C ¹³¹⁴	P ¹⁴¹⁵	P	P	P	P	P
Flood Control Works and In-stream Structures							
Dams, Dikes, & Levees	C	X	C	C	P	C	C
Instream structures	C	N/A	N/A	N/A	N/A	N/A	N/A
Shoreline Restoration							
Ecological Restoration / Enhancement / Mitigation	P	P	P	P	P	P	P
Shoreline Stabilization							
Bioengineered/Non-Structural	P	P	P	P	P	P	P
Structural	C	X	C	C	C	C	C
Breakwaters, Jetties, Rock Weirs, and Groins	C	X	C	C	C	C	C

¹ Private docks permitted as community or joint-use only. See Section 6.3.3.4.

² See Section 6.3.4(7).

³ See Section 6.3.4(8). Allowed conditionally only on dock or pier structures located on the Columbia River from the Interstate 5 Bridge, downstream to the BNSF railroad bridge. See related policy Section 4.3.1(4).

³⁴ As part of mixed-use development only. See Section 6.3.4(4), 6.3.7(2) and (4).

⁴⁵ In Surface Mining Overlay areas only

⁵⁶ Passive only

⁶⁷ See Section 6.3.10(12, 13, and 14). Water-related/enjoyment features such as viewpoints, gazebos, or fishing piers may have a 0' setback when connected to a public access trail.

⁷⁸ See Section 6.3.11(11) for information about existing residential development on land.

⁸⁹ See Section 6.3.11(4) for information about existing floating homes.

⁹¹⁰ Above Ordinary High Water Mark (OHWM)

¹⁰¹¹ See 6.3.13(6).

¹¹¹² New roads may connect to existing roads within shoreline jurisdiction as long as the connection is landward of the existing road and the ordinary high water mark.

¹²¹³ Permitted outside of channel migration zones.

¹³¹⁴ See Section 5.6.2(11).

¹⁴¹⁵ Permitted for restoration only; otherwise prohibited.

6.3 Use-specific Development Regulations

6.3.1 Agriculture

1. Agricultural practices shall prevent erosion of soils and bank materials within shoreline areas and minimize siltation, turbidity, pollution, and other environmental degradation of watercourses and wetlands.
2. Stream banks and water bodies shall be protected from damage due to concentration and overgrazing of livestock by providing the following:
 - a. Suitable bridges, culverts or ramps for stock crossing;
 - b. Ample supplies of clean water in tanks on dry land for stock watering; and
 - c. Fencing or other grazing controls to prevent damage to riparian vegetation, bank compaction or bank erosion.
3. New confinement lots, feeding operations, lot wastes, stockpiles of manure solids, manure lagoons, and storage of noxious chemicals are prohibited.
4. The disposal of farm wastes, chemicals, fertilizers and associated containers and equipment within shoreline jurisdiction is prohibited. Composted organic wastes may be used for fertilization or soil improvement.
5. New uses proposed as part of a conversion of agricultural lands shall comply with the provisions of VMC Title 20 and this Program.

6.3.2 Aquaculture

1. No aquatic species shall be introduced into City waters without prior written approval of the appropriate state or federal regulatory agency for the species proposed for introduction. Such approval(s) shall be submitted in writing to the City as part of the shoreline permit application.
2. Aquaculture facilities shall only be permitted where impacts to existing water-dependent uses can be fully mitigated.
3. Fish net-pens shall not occupy more than one (1) surface acre of water, excluding booming and anchoring equipment and shall not be located within one (1) mile of any other aquaculture facility.
4. No processing of any aquaculture product, except for the sorting or culling of the cultured species and the washing or removal of surface materials or species after harvest, shall occur in or over the water. All other processing activities and facilities shall be located on land.

5. If uncertainty exists regarding potential impacts of a proposed aquaculture activity, baseline and periodic operational monitoring by a City-approved consultant (unless otherwise provided for) may be required, at the applicant's expense, and shall continue until adequate information is available to determine the success of the project and/or the magnitude of any probable significant adverse environmental impacts. Permits for such activities shall include specific performance measures and provisions for adjustment or termination of the project at any time if monitoring indicates significant, adverse environmental impacts that cannot be adequately mitigated.
6. Aquacultural uses and facilities not involving substantial substrate modification shall be located at least six hundred (600) feet from any wildlife refuge lands; those involving substantial substrate modification shall be located at least fifteen hundred (1,500) feet from such areas. Lesser distances may be authorized without a variance if (1) it is demonstrated by the applicant that the fish and wildlife habitat resources will be protected; and (2) if the change is supported by the reviewing resource agencies. Greater distances may be required if recommended by the reviewing resource agencies.
7. Aquacultural structures and activities that are not water-dependent (including but not limited to, warehouses for storage of products, parking and loading facilities) shall be located landward of the OHWM and landward of water dependent portions of the project, and shall minimize detrimental impacts to the shoreline.
8. For aquaculture projects using over-water structures, storage of necessary tools and apparatus waterward of the OHWM shall be limited to containers of not more than three (3) feet in height, as measured from the surface of the raft or dock. Materials, which are not necessary for the immediate and regular operation of the facility, shall not be stored waterward of the OHWM.
9. No garbage, wastes or debris shall be allowed to accumulate at the site of any aquaculture operation. All wastes shall be disposed of in a manner that will ensure strict compliance with all applicable waste disposal standards.
10. When feasible, the cleaning of nets and other apparatus shall be accomplished by air drying, spray washing or hand washing, rather than chemical treatment and application.
11. Prior to use of any agents such as antibiotics, vaccines, growth stimulants, or anti-fouling agents, approval must be obtained from all appropriate state and federal agencies, including but not limited to the U.S. Food and Drug Administration, Ecology, WDFW, and the Department of Agriculture, as required, and proof thereof is submitted to the City.
12. Only non-lethal, non-abusive predator control methods shall be used. Double netting for seals, overhead netting for birds, and three-foot high fencing or netting for otters are approved methods of predator control. The use of other nonlethal,

non-abusive predator control measures shall be contingent upon receipt of written approval from the National Marine Fisheries Service and/or the U.S. Fish and Wildlife Service, as required.

6.3.3 Boating Uses

6.3.3.1 General Requirements

1. All boating uses, development and facilities shall protect the rights of navigation.
2. Boating uses, developments, and facilities shall locate on stable shorelines in areas where:
 - a. There is adequate water mixing and flushing;
 - b. Such facilities will not adversely affect flood channel capacity or otherwise create a flood hazard;
 - c. Water depths are adequate to minimize spoil disposal, filling, beach enhancement, and other channel maintenance activities; and
 - d. Water depths are adequate to prevent the structure from grounding out at the lowest low water.
3. Boating uses, developments and facilities shall not be located:
 - a. Along braided or meandering river channels where the channel is subject to change in alignment;
 - b. On point bars or other accretion beaches; or
 - c. Where new or maintenance dredging will be required;
 - d. In areas with important bank margin habitat for all life stages of aquatic species; or
 - e. Where wave action caused by boating use would increase bank erosion rates.
4. Marinas shall be designed to:
 - a. Provide thorough flushing of all enclosed water areas;
 - b. Allow the free movement of aquatic life in shallow water areas; and
 - c. Avoid and minimize any interference with geo-hydraulic processes and disruption of existing shore forms.
 - d. All moorage facilities shall be constructed and maintained in a safe and sound condition. Those that are abandoned or unsafe shall be removed or repaired promptly by the owner or lessee.

5. Boating facilities shall be sited and designed to ensure no net loss of shoreline ecological functions, and shall meet DNR requirements and other state guidance if located in or over state-owned aquatic lands. On the Columbia River, boating facilities shall be sited waterward of -15 feet CRD to protect shallow water habitat unless shallow water habitat will be created as mitigation.
6. Boating facilities shall locate where access roads are adequate to handle the traffic generated by the facility and shall be designed so that lawfully existing or planned public shoreline access is not unnecessarily blocked, obstructed nor made dangerous.
7. Boating uses and facilities shall be located far enough from public swimming beaches, fishing, aquaculture harvest areas, and waterways used for commercial navigation to alleviate any adverse impacts, safety concerns and potential use conflicts.
8. Accessory uses at boating facilities shall be:
 - a. Limited to water-oriented uses, including uses that provide physical or visual shoreline access for substantial numbers of the general public; and
 - b. Located as far landward as possible while still serving their intended purposes.
9. Parking and storage areas shall be landscaped or screened to provide visual and noise buffering between adjacent dissimilar uses or scenic areas.
10. All marinas and public launch facilities shall provide restrooms/hand-sanitizing facilities for boaters' use that are designed, constructed and maintained to be clean, well lighted, safe and convenient for public use. One restroom and hand sanitizing facility shall be provided for every seventy-five (75) marina moorage slips or twenty (20) boat launch parking spaces.
11. Installation of boat waste discharge and disposal facilities such as pump-outs and portable dump stations shall be required at all marinas and public moorage facilities, and shall be provided at public boat launches to the extent possible. Such facilities shall include oil containment barriers when required by the US Coast Guard under provisions of the Clean Water Act. The locations of such facilities shall be considered on an individual basis in consultation with the Washington Departments of Health, Ecology, Natural Resources, Parks, and Fish and Wildlife, as necessary.
12. All utilities shall be placed at or below the dock surface, or below ground, as appropriate.
13. All signage shall adhere to the standards for signs in this chapter, VMC 20.960, and VMC 20.450, except that a marina or boat launch may have one advertising sign oriented towards the water that does not exceed twenty four (24) square feet in area and fifteen (15) feet in height above the OHWM.

14. Where appropriate, marinas and boat launch facilities shall install public safety signs, to include the locations of fueling facilities, pump-out facilities, and locations for proper waste disposal.
15. Boating facilities shall be constructed of materials that will not adversely affect water quality or aquatic plants and animals. Materials used for submerged portions, decking and other components that may come in contact with water shall be approved by applicable state agencies for use in water to avoid discharge of pollutants from wave splash, rain or runoff. Wood treated with creosote, copper chromium, arsenic, pentachlorophenol or other similarly toxic materials is prohibited.
16. Boats shall be restricted from extended mooring on waters of the state except as allowed by state regulations and provided that lease or permission is obtained from the state and impacts to navigation and public access are mitigated.
17. No more than one private community or joint-use boating facility (boat launch, float, dock, pier, dock/pier combination, or mooring buoy) is allowed on a parcel or lot when a public facility is unavailable within ½-mile upstream or downstream of any property line and all applicable requirements are met.

6.3.3.2 Boat Launch Facilities

1. Boat launch facilities shall be designed and constructed using methods/technology that have been recognized and approved by state and federal resource agencies as the best currently available.
2. A private boat launch shall be allowed on a parcel or lot only when public boat launches are unavailable within ½-mile upstream or downstream of any property line.
3. No more than one (1) private boat launch facility or structure shall be permitted on a single residential parcel or lot.
4. Boat launch and haul-out facilities, such as ramps, marine travel lifts and marine railways, and minor accessory buildings shall be designed and constructed in a manner that minimizes adverse impacts on fluvial processes, biological functions, aquatic and riparian habitats, water quality, navigation and neighboring uses.

6.3.3.3 Marinas

1. Open pile or floating breakwater designs shall be used unless it can be demonstrated that riprap or other solid construction would not result in any greater net impacts to shoreline ecological functions, processes, fish passage, or shore features.
2. Wet-moorage marinas shall locate a safe distance from domestic sewage or industrial waste outfalls.

3. To the maximum extent possible, marinas and accessory uses shall share parking facilities and those facilities shall be located landward of critical area buffers to the extent practicable.
4. New marina development shall provide public access amenities such as viewpoints, interpretive displays, and public access to accessory water-enjoyment uses such as restaurants.
5. If a marina is to include gas and oil handling facilities, such facilities shall be separate from main centers of activity in order to minimize the fire and water pollution hazard, and to facilitate fire and pollution control. Marinas shall have adequate facilities and procedures for fuel handling and storage, and the containment, recovery, and mitigation of spilled petroleum, sewage, and other potentially harmful or hazardous materials, and toxic products.
6. Live-aboards are restricted to marinas that provide potable water, waste handling, and other sanitary services. Live-aboards may occupy up to twenty (20) percent of the slips at such a marina and shall be connected to utilities that provide potable water and wastewater conveyance to an approved disposal facility.
7. The marina operator shall be responsible for the collection and proper disposal of sewage, solid waste, and petroleum waste.
8. No commercial or sport fish-processing discharge or discarding of unused bait, scrap fish, or viscera shall be permitted within any marina.
9. Bulk storage (non-portable storage in fixed tanks) for gasoline, oil and other petroleum products for any use or purpose is prohibited on docks and piers.
10. Covered moorage shall be limited to the number of covered moorage slips legally established prior to January 1, 2011 and to the amount of water surface area covered.
11. The restrictions in 6.3.3.3(10) shall not apply to over-water structures housing water-dependent emergency response equipment for public agency use to protect people, property, and the environment in and adjacent shoreline jurisdiction. However, such new, remodeled, rebuilt, or relocated structures shall be constructed to allow 60% light penetration over 60% of the structure whether enclosed or not.
12. Commercial covered moorage facilities may be permitted only where boat construction or repair work is to be the primary activity and covered work areas are demonstrated to be the minimum necessary over water, including a demonstration that adequate landside sites are not feasible. When permitted, commercial covered moorage facilities must be constructed to allow 60% light penetration over 60% of the structure, whether enclosed or not.
13. Marina development must also meet the standards of 6.3.3.4(10)(a-k).

6.3.3.4 Joint Use and Community Moorage Facilities

1. Community and joint use moorage facilities are defined (Chapter 8) and regulated as marinas (Section 6.3.3.3; defined in Chapter 8) if:
 - a. They provide commercial goods or services;
 - b. They have ten (10) or more slips;
 - c. Moorage is proposed to be leased to upland property owners; or
 - d. The proposal includes a boat launching facility other than a ramp.
2. Live-aboards are not allowed at joint-use or community moorages.
3. Covered moorage facilities associated with any residential development shall be prohibited.
4. Existing, legally-established, private recreational docks, piers, and floats for individual single-family developments are considered non-conforming uses and structures. If such dock or float is abandoned, becomes hazardous, or is removed for any reason, it may be replaced with only one joint-use or community facility that complies with the policies and regulations of this Program. All required permits and approvals shall be obtained prior to commencing construction.
5. A new private dock or pier serving an individual lot is prohibited.
6. New joint-use docks and piers serving two or more contiguous residential lots each with having direct water frontage are allowed if no marina or public boat launch is located within ½-mile upstream or downstream of any property line and all applicable requirements of this Program are met. Each residential lot proposed to have access to the joint-use dock must show development of the lot is capable of meeting the minimum development standards for zoning and the applicable provisions of Vancouver Shoreline Master Program.
7. New residential land divisions with shoreline frontage shall provide for community docks if there is an appropriate location for future construction of a dock. Proposed docks and piers shall include no more than one mooring space per dwelling unit. Where a new moorage facility is proposed within a residential waterfront development, only one community moorage facility may be allowed, but only after demonstrating that such use is appropriate for the waterbody and that no public moorage facility is available to residents within ½-mile of the perimeter of the development. All conditions of approval related to required access easements and dedications shall be identified on the face of the plat. In addition, the community dock easement shall be recorded with the County Auditor.

8. Applicants for community or joint-use residential docks and piers shall demonstrate and document that adequate maintenance of the structure, activities, and associated landward area will be provided by identified responsible parties. The applicant shall file a legally enforceable joint use agreement or other legal instrument prior to the issuance of any building permits. The documents shall at minimum address the following:
 - a. Apportionment of construction and maintenance expenses;
 - b. Easements and liability agreements; and
 - c. Use restrictions.
9. Only a single, community moorage facility shall be permitted in association with hotels, motels, and multi-family residences. No more than one (1) mooring slip per unit shall be allowed.
10. The dimensions of a joint use or community moorage facility dock or pier shall be no greater than necessary, and shall meet the development standards listed below.
 - a. Fixed-piers shall not be permitted for residential use on rivers. Floating docks shall be required in rivers and streams unless it can be demonstrated that fixed docks will result in substantially less impact on geo-hydraulic processes and flood hazards can be minimized or mitigated. A fixed pier, landward of a floating dock, which connects to the shore at one end and to the floating dock by a gangway at the other is allowed.
 - b. Piers/anchors and/or ramps shall extend waterward, perpendicular from the ordinary high water mark (OHWM), to a point where the water depth is sufficient to prevent damage to shallow-water habitat (-15 feet CRD on the Columbia River).
 - c. The moorage facility may extend into the waterbody the minimum distance necessary to allow for moorage of the boats anticipated but in no instance more than 300' beyond the OHWM.
 - d. The bottom of either the pier or landward edge of the ramp shall be elevated at least 2 feet above the plane of OHWM.
 - e. Piers and ramps shall be no more than 8 feet in width. Finger piers shall be no more than 8 feet wide and 45 feet long. Piers, ramps and docks shall be constructed to allow a minimum of 60% light penetration over 60% of each structure.
 - f. Skirting shall not be placed on piers, ramps, floating docks, or floats. Protective bumper material will be allowed along the outside edge of the float or floating dock as long as the material does not extend below the bottom edge of the float frame or impede light penetration.

- g. Shoreline concrete anchors must be placed at least 10 feet landward from the OHWM, and shall be sized no larger than 4-feet wide by 4-feet long, unless otherwise approved by National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NOAA Fisheries), the US Army Corps of Engineers (Corps), and Washington Department of Fish and Wildlife (WDFW).
- h. Overwater structures shall be located in water sufficiently deep to prevent the structure from grounding out at the lowest low water.
- i. Docks used for motor boats should be located where the water will be deeper than seven (7) feet at the lowest low water to avoid prop scour.
- j. All docks and floats shall include stops that serve to keep the floats off the lake bottom or river bed at low water levels. If a bulkhead-like base is proposed for a fixed pier or dock where there is net positive littoral drift, the base shall be built landward of the OHWM or protective berms. When plastics or other non-biodegradable materials are used in float, pier, or dock construction, precautions shall be taken to ensure their containment.
- k. Pilings must be structurally sound and cured prior to placement in the water. Pilings employed for docks, piers, or any other structure shall have a minimum vertical clearance of one foot above extreme high water. Pile spacing shall be the maximum feasible to minimize shading and avoid a “wall” effect that would block or baffle wave patterns, currents, littoral drift, or movement of aquatic life forms, or result in structure damage from driftwood impact or entrapment.

6.3.3.5 Moorage Facilities: Docks, Piers, and Mooring Buoys

- 1. Mooring buoys shall be used instead of docks and piers whenever feasible.
- 2. Mooring buoys shall be placed as specified by WDFW, DNR, and the U.S. Coast Guard to balance the goals of protecting nearshore habitat and minimizing obstruction to navigation. Anchors and other design features shall meet WDFW standards.
- 3. Mooring buoys shall be discernible from a distance of at least one hundred (100) yards. One (1) mooring buoy for each waterfront lot shall be permitted unless greater need is demonstrated by the applicant and documented by the City. In cases such as those of a community park with recreational users or a residential development with lot owners both on and away from the shoreline needing moorage, community moorage facilities shall be used instead of mooring buoys.
- 4. Docks and piers for water-dependent commercial and industrial uses shall be allowed to the outer harbor line or combined U.S. Pierhead/Bulkhead line but no more than that required for the draft of the largest vessel expected to moor at the

facility. These provisions are also applicable to multiple-use facilities where the majority use is water-dependent and public access can safely be provided.

5. Bulk storage (non-portable storage in fixed tanks) for gasoline, oil and other petroleum products for any use or purpose is prohibited on docks and piers.
6. Recreational floats shall be designed and constructed to meet the following standards:
 - a. They shall be located as close to the shore as possible, and no farther waterward than any existing floats and established swimming areas.
 - b. They shall be constructed so that the deck surface is a minimum of one (1) foot above the water surface and with reflectors for night-time visibility.
 - c. Floats serving the public, a subdivision, a multi-family development, a hotel, motel, or multiple property owners shall not exceed one hundred sixty (160) square feet and shall be constructed to allow a minimum of 60% light penetration over 60% of the structure.

6.3.4 Commercial Uses

1. Water-oriented commercial uses are preferred over nonwater-oriented commercial uses.
2. An applicant for a new commercial use or development shall demonstrate that the use or development will not cause a net loss of ecological function or adversely impact other shoreline resources or uses.
3. Loading, service areas, and other accessory uses shall be located landward of a commercial structure or underground whenever possible, but shall in no case be waterward of the structure. Loading and service areas shall be screened from view with native plants.
4. Where allowed, nonwater-oriented commercial uses may be permitted only as part of a mixed-use development that:
 - a. Has a formally-approved master plan that complies with this Program, including having demonstrated consistency with the policies of Section 3.2 if its proposed location is on a shoreline of statewide significance;
 - b. Includes water-oriented uses; and
 - c. Provides a significant public benefit such as public access and/or ecological restoration.
5. Nonwater-oriented commercial uses meeting the conditions of Section 6.3.4(4) and located in a High Intensity shoreline designation on the Columbia River

between the eastern boundary of Wintler Park and the railroad bridge (Columbia River Shoreline Enhancement Plan District) may occupy:

- a. Up to 85% of the total frontage length of all parcels in the master-planned development (regardless of ownership); or
 - b. Up to 85% of the project area within shoreline jurisdiction of all parcels in the development (regardless of ownership).
6. Nonwater-oriented commercial uses meeting the conditions of Section 6.3.4(4) and not located in a High Intensity shoreline designation on the Columbia River between the eastern boundary of Wintler Park and the railroad bridge (Columbia River Shoreline Enhancement Plan District) may occupy:
- a. Up to 25% of the total frontage length of all parcels in the master-planned development (regardless of ownership); or
 - b. Up to 25% of the total project area within shoreline jurisdiction of all parcels in the master-planned development (regardless of ownership).
7. When a new, mixed-use commercial development meets all applicable provisions of Section 6.3.4, Section 5.8.1, and this Program and:
- a. Is located in a High Intensity shoreline designation on the Columbia River between the eastern boundary of Wintler Park and the railroad bridge (Columbia River Shoreline Enhancement Plan District);
 - b. Has a formally-approved master plan that complies with this Program including having demonstrated consistency with the policies of Section 3.2;
 - c. Includes water-oriented uses;
 - d. Provides public access to the shoreline; and
 - e. Restores degraded shorelines.
8. Water oriented commercial use is allowed on a dock or pier as a conditional use only under the follow circumstances:
- a. The commercial dock or pier is located between the I-5 Bridge and the BNSF railroad bridge;
 - b. The commercial use of the dock or pier is included in a formally approved master plan that complies with this Program;
 - c. All uses shall be water-dependent, water-related or water-enjoyment;
 - d. There are design elements that link the site back to historic uses.

- e. A dock or pier associated with an existing commercial building located on such dock or pier may be maintained, rebuilt, replaced and/or relocated as follows:
 - i. A rebuilt or replaced dock or pier shall not occupy a larger footprint than the dock or pier as it existed on March 15, 2018.
 - ii. A commercial building may be rebuilt, replaced or relocated on top of the dock or pier only when the applicant of a shoreline conditional use permit demonstrates the following:
 - 1. The development shall include design elements that are reflective of the local maritime history and structures on the site, and enhance the public's experience along the city's waterfront.
 - 2. The height of the structure shall not exceed 65 feet measured from ordinary high water mark.
 - 3. The building shall not occupy a footprint that is larger than the footprint of the building existing on March 15, 2018. The building footprint may shift from its current location on the dock or pier as needed to comply with public access requirements of this program and/or existing or future state highway right-of-ways.
 - 4. The building located on the dock or pier shall be positioned to maintain public access to the dock or pier and to the shoreline consistent with this Program and the policies set forth in the Vancouver City Center Vision (VCCV) Subarea Plan.

6.3.5 Forest Practices

- 1. Commercial harvest of timber undertaken on shorelines shall comply with the applicable policies and provisions of the Forests and Fish Report (U.S. Fish and Wildlife Service, et al., 1999) and the Forest Practices Act, RCW 76.09 as amended, and any regulations adopted pursuant thereto (WAC 222), as administered by the Department of Natural Resources.
- 2. When timberland is to be converted to another use, such conversion shall be clearly indicated on the Forest Practices application. Failure to indicate the intent to convert the timberland to another use on the application will result in subsequent conversion proposals being reviewed pursuant to Conversion Option Harvest Plan. Failure to declare intent to convert on the application shall provide adequate grounds for denial of subsequent conversion proposals for a period of six years from date of Forest Practices application approval per RCW 76.09.060(3)(d), (e) and (f), RCW 76.09.460, and RCW 76.09.470.

3. With respect to timber situated within two hundred (200) feet landward of the OHWM within shorelines of the statewide significance, Ecology or the City shall allow only selective commercial timber cutting, so that no more than thirty percent (30%) of the merchantable trees may be harvested in any ten- (10-) year period of time; provided that other timber harvesting methods may be permitted in those limited instances where the topography, soil conditions, or silviculture practices necessary for regeneration render selective logging ecologically detrimental; and provided further, that clear cutting of timber which is solely incidental to the preparation of land for other uses authorized by this chapter may be permitted. Exceptions to this standard shall be allowed by conditional use only.
4. For the purposes of this Program, preparatory work associated with the conversion of land to non-forestry uses and/or developments shall not be considered forest practices and shall be reviewed in accordance with the provisions for the proposed non-forestry use, the general provisions of this Program, including vegetation conservation.

6.3.6 Industrial Uses

6.3.6.1 General Requirements

1. Water-oriented industrial uses and development are preferred over nonwater-oriented industrial uses and development.
2. Water-related uses shall not displace existing water-dependent uses or occupy space designated for water-dependent uses identified in a substantial development permit or other approval.
3. Water-enjoyment uses shall not displace existing water-dependent or water-related uses or occupy space designated for water-dependent or water-related uses identified in a substantial development permit or other approval.
4. Waterward expansion of existing non-water-oriented industry is prohibited.
5. Proposed developments shall maximize the use of legally-established existing industrial facilities and avoid duplication of dock or pier facilities before expanding into undeveloped areas or building new facilities. Proposals for new industrial and port developments shall demonstrate the need for expansion into an undeveloped area.
6. Proposed large-scale industrial developments or major expansions shall be consistent with an officially-adopted comprehensive scheme of harbor improvement and/or long-range port development plan.
7. New facilities for shallow-draft shipping shall not be allowed to preempt deep-draft industrial sites.

8. Ship, boat-building, and repair yards shall employ best management practices (BMPs) with regard to the various services and activities they perform and their impacts on surrounding water quality.
9. Industrial water treatment and water reclamation facilities may be permitted only as conditional uses and only upon demonstrating that they cannot be located outside of shoreline jurisdiction. They shall be designed and located to be compatible with recreational, residential, or other public uses of the water and shorelands.

6.3.6.2 Log Storage

1. Log booming, rafting and storage in the Aquatic shoreline designation shall comply with WAC 332-30-145 or its successor.
2. Log storage shall be permitted in public waters only where:
 - a. water quality standards can be met at all times;
 - b. grounding will not occur;
 - c. associated activities will not hinder other beneficial uses of the water, such as small craft navigation; and
 - d. fish and wildlife habitat conservation areas can be avoided.
3. No log raft shall remain in the Aquatic shoreline designation for more than one year, unless specifically authorized in writing by DNR.
4. Log storage facilities shall be sited to avoid and minimize the need for dredging in order to accommodate new barging and shall be located in existing developed areas to the greatest extent feasible. If a new log storage facility is proposed along an undeveloped shoreline, an alternatives analysis shall be required that demonstrates that it is not feasible to locate the facility within an existing developed area.
5. A Debris Management Plan describing the removal and disposal of wood waste must be approved by the City. Debris monitoring reports shall be provided, where stipulated. Positive control, collection, treatment, and disposal methods for keeping leachate, bark, and wood debris (both floating and sinking particles) out of surface water and groundwater shall be employed at log storage areas, log dumps, raft building areas, and mill-side handling zones. In the event that bark or wood debris accidentally enters the water, it shall be immediately removed. Surface runoff from log storage areas shall be collected and discharged at only one point, if possible.
6. Existing in-water log storage and log booming facilities in critical habitats utilized by threatened or endangered species classified under the Endangered Species Act

(ESA) shall be re-evaluated if use is discontinued for one (1) year, or if substantial repair or reconstruction is required. The evaluation shall include an alternatives analysis in order to determine if logs can be stored upland and out of the water, or if the site should be used for other purposes that would have lesser impacts on ESA-listed species. The alternatives analysis shall include evaluation of the potential for moving all, or portions of, log storage and booming to uplands.

7. Non-aquatic log storage areas shall meet the following requirements:
 - a. The ground surface of any unpaved log storage area underlain by permeable soils shall be separated from the highest seasonal water table by at least four (4) feet in order to reduce waste buildup and impacts on ground water and surface water;
 - b. Stormwater shall be managed consistent with VMC Chapter 14.25; and
 - c. A berm must be located around the outer edge of the upland sort surface using rocks, or other suitable materials to prevent loss of wood debris into the water.

6.3.7 Institutional Uses

1. Water-oriented institutional uses and developments are preferred.
2. Where allowed, nonwater-oriented institutional uses may be permitted as part of a mixed-use development provided that a significant public benefit such as public access and/or ecological restoration are provided.
3. Loading, service areas, and other accessory uses shall be located landward of a primary structure or underground whenever possible, but shall in no case be waterward of the structure. Loading and service areas shall be screened from view with native plants.
4. Where institutional uses are allowed as a conditional use, the following must be demonstrated:
 - a. A water dependent use is not reasonably expected to locate on the proposed site due to topography, surrounding land uses, physical features of the site, or due to the site's separation from the water;
 - b. The proposed use does not displace a current water-oriented use and will not interfere with adjacent water-oriented uses; and
 - c. The proposed use will be of substantial public benefit by increasing the public use, enjoyment, ecological function, and/or access to the shoreline.

5. Over-water structures housing public safety equipment for public agency use to protect people, property, and the environment may be allowed as a conditional use and may be increased in number or expanded. See Section 6.3.3.3(10) and (11).

6.3.8 Mining

1. An applicant for mining and associated activities within shoreline jurisdiction shall demonstrate that the proposed activities are dependent on a shoreline location consistent with this Program and WAC 173-26-201(2)(a).
2. Mining and associated activities shall be designed and conducted to result in no net loss of shoreline ecological functions and processes, and will only be allowed if they will not cause:
 - a. Damage to or potential weakening of the structural integrity of the shoreline zone that would change existing aquatic habitat or aquatic flow characteristics;
 - b. Changes in the water or exchange of water to or from adjacent water bodies that would damage aquatic or shoreline habitat; and
 - c. Changes in groundwater or surface water flow that would be detrimental to aquatic habitat, shoreline habitat, or ground water.
3. Mining within the active channel(s) or channel migration zone of a stream shall not be permitted unless:
 - a. Removal of specified quantities of sand and gravel or other materials at specific locations will not adversely affect instream habitat or the natural processes of gravel transport for the stream system as a whole.
 - b. The mining and any associated permitted activities, such as flood hazard reduction, will not have significant adverse impacts to habitat for priority species nor cause a net loss of shoreline ecological functions.
4. The applicant shall obtain and comply fully with all required local, state, and federal permits and approvals, including but not limited to, Hydraulic Project Approvals (HPA) from WDFW.
5. A reclamation plan that complies with the format and detailed minimum standards of RCW 78.44 and WAC 332-18 and that meets the provisions of this Program shall be included with any shoreline permit application for mining. The proposed subsequent use of mined property must be consistent with the provisions of the shoreline designation in which the property is located and the applicant shall obtain and fully comply with all required permits and approvals. Reclamation of disturbed shoreline areas shall provide appropriate ecological functions consistent with the setting.

6. Aggregate washing and ponding of waste water are prohibited in floodways.
7. Disposal of overburden or other mining spoil or non-organic solid wastes shall comply with fill policies and regulations of this Program and other applicable regulations.
8. In considering renewal, extension or reauthorization of gravel bar and other in-channel mining operations in locations where they have previously been conducted, the City shall require compliance with this Program.
9. Where a lawfully-established mining operation has resulted in the creation of a lake(s) greater than 20-acres and such lake(s) is subject to the provisions of the Shoreline Management Program and the Act, such lake(s) shall be given a shoreline designation of Rural Conservancy – Resource Lands or as otherwise adopted. Notwithstanding any other applicable regulations, such mining operations shall be permitted to continue and may be expanded subject to approval of a shoreline conditional use permit.
10. The provisions of this section do not apply to dredging of authorized navigation channels when conducted in accordance with WAC 173-26-231.

6.3.9 Parking

1. Parking as a primary use is prohibited in all shoreline areas.
2. Temporary storage of vehicles for import or export in port areas shall not be considered parking.
3. Temporary storage of vehicles for import or export in port areas is prohibited over water.
4. Where parking is allowed as accessory to a permitted use, it shall be located landward of the primary structure as far as possible or within the primary structure.

6.3.10 Recreational Uses

1. Recreational developments shall provide facilities for non-motorized access to the shoreline such as pedestrian and bicycle paths.
2. The minimum width of public access easements for trails shall be twenty (20) feet when a trail is not located within a public right-of-way, unless the Shoreline Administrator determines that undue hardship would result, or that it is impractical or environmentally unsound. In such cases, easement width may be reduced only by the minimum extent necessary to meet public access standards.

3. Recreation areas or facilities on the shoreline shall provide physical or visual public access to the shoreline. Trails or other facilities may traverse the setback to provide public access to the shoreline.
4. Parking areas shall be located upland away from the immediate shoreline, with pedestrian trails or walkways providing access to the water.
5. All permanent, substantial, recreational structures and facilities shall be located outside officially mapped floodways. The Shoreline Administrator may grant administrative exceptions for non-intensive minor accessory uses (including but not limited to, picnic tables, playground equipment).
6. Recreational sites with active uses shall be provided with restrooms and hand sanitizing facilities in accordance with public health standards and without adversely altering the natural features attractive for recreational uses.
7. Recreational facilities shall include features such as buffer strips, screening, fences, and signs to protect the value and enjoyment of adjacent or nearby private properties and natural areas from trespass, overflow and other possible adverse impacts.
8. Where fertilizers and pesticides are used in recreational developments, waters in and adjacent to such developments shall be protected from drainage and surface runoff.
9. Golf course structures (clubhouses and maintenance buildings) that are non water-oriented shall be located no closer than one hundred (100) feet from the OHWM of any shorelines of the state.
10. Tees, greens, fairways, golf cart routes, and other site development features shall be located no closer than one hundred (100) feet from the OHWM of any shorelines of the state to the extent practicable. Where unavoidable, such development shall be designed to minimize impacts to shoreline and critical areas and their buffers and mitigate impacts by including ecological restoration and enhancement.
11. Golf course water hazards and stormwater drainage basins shall be managed for wildlife through appropriate plantings and measures to maintain or enhance water quality.
12. The setback for water-related and water-enjoyment recreational development in Natural, Urban Conservancy, and Medium Intensity shoreline designations is 50 feet, except for trails which may meander between 20 and 50 feet landward of the OHWM to:
 - a. Respond to site characteristics such as natural topography and existing vegetation; or

- b. Take advantage of opportunities for visual or physical access to the shoreline;
or
 - c. Connect existing trail easements; or
 - d. Create an interesting experience for trail users.
13. A trail project, any portion of which encroaches closer than 50 feet, shall maintain no net loss, and include shoreline restoration where feasible.
14. The following trail types as described in the Vancouver-Clark Parks & Recreation Regional Trails and Bikeway Systems Plan (2006) and the Paths & Trails Element of the Vancouver Walking and Bicycling Master Plan (2004) are preferred in the Natural shoreline designation:
- a. Type A3: Primitive Trails or Paths
 - b. Type C2: Walking Trails or Paths
 - c. Type D1: Equestrian Trails or Paths
15. When regional or local shared-use or other impervious surface trails are proposed in the Natural or Urban Conservancy shoreline designations, to respond to Americans with Disabilities Act (ADA) requirements or other circumstances or conditions, the project shall maintain no net loss, and include shoreline restoration where feasible.

6.3.11 Residential Development

6.3.11.1 Residential Development

- 1. Residential developments shall include provisions to ensure preservation of native vegetation and control erosion during construction.
- 2. New residential construction shall be located so as not to require shoreline stabilization measures.
- 3. New residential development shall be located and designed to a density that minimizes view obstructions to and from the shoreline.
- 4. Clustering of residential units shall be allowed where appropriate and in compliance with VMC Title 20 to minimize physical and visual impacts on shorelines.
- 5. In those areas where only onsite sewage systems are available, density shall be limited to that which can demonstrably accommodate protection of surface and groundwater quality.

6. New residential development, including sewage disposal systems, shall be prohibited in floodways and channel migration zones.
7. Appurtenances, accessory uses, and facilities serving a residential structure shall be located outside setbacks, critical areas, and buffers unless otherwise allowed under this Program to promote community access and recreational opportunities.
8. New residential lots created through land division in shoreline jurisdiction and lot line adjustments shall only be permitted when configured such that the following standards are met:
 - a. Structural flood hazard reduction measures are not required and will not be necessary during the life of the development or use.
 - b. Shoreline stabilization measures will not be required for new development to occur.
 - c. There will be no net loss of shoreline ecological function.
9. Legally-established residential development located landward of the OHWM, including normal appurtenances, existing on the effective date of this Program that do not meet the standards of this Program are considered to be conforming and may be maintained, repaired, replaced, or expanded provided that any future development:
 - a. Does not exceed height limitations;
 - b. Does not encroach farther waterward than the existing primary structure;
 - c. Does not encroach farther into critical areas or buffers; and
 - d. Will result in no net loss of shoreline ecological functions.

~~10. New residential development shall be prohibited in, over, or floating on the water, except as provided in 6.3.11.2 (1-5).~~

6.3.11.2 Floating Home Development

~~1. New residential development shall be prohibited in, over, or floating on the water, except as provided in 6.3.11.2(1-6).~~

1. A floating on-water residence legally established prior to July 1, 2014, is considered a conforming use and may be maintained, repaired and remodeled provided there is no increase in the surface water area covered.

~~12.~~ The floating homes legally established prior to January 1, 2011, are conforming preferred uses under this Program.

23. Floating homes legally established prior to January 1, 2011 may be remodeled, rebuilt (home torn down to the float and rebuilt in place), or replaced (existing home and float removed and a new home and float towed in) in situ, PROVIDED:

- a. There is no increase in the number of floating homes beyond the number existing on January 1, 2011;
- b. There is no increase in the surface water area covered by the floating homes existing on January 1, 2011 and accessory structures including cantilevered portions that extend beyond the float;
- c. There is no net loss of shoreline ecological function.

34. Any proposal to replace, remodel, or rebuild a floating home shall be accompanied by an accurate, fully-dimensioned site plan along with details about the proposed changes, similar to that required for other land use approvals under VMC Title 20.

45. When remodeling, rebuilding, or replacing a floating home legally established prior to January 1, 2011 the following standards apply in addition to those of Section 6.3.11(1-4):

- a. The total height of the float and the structure from the water surface shall not exceed its existing height;
- b. The minimum distance between existing adjacent floating home walls shall not be reduced, and if the floating home is being replaced shall not be less than 6 feet;
- c. Floating homes shall not block views from the waterward end of any pier, more than any existing view blockage;
- d. No new living or storage spaces shall be located below water level. Existing living or storage spaces below water level may be remodeled or replaced, but not expanded;
- e. Unenclosed Styrofoam or similar material that has the potential to break apart is prohibited in floats;
- f. Floats shall be maintained and repaired using the minimum amount of structure below the waterline necessary to maintain floatation. At the time of replacement of a float and/or floating home, any structure below waterline and outside the primary float structure that provides minimal or no floatation shall be removed;
- g. All utilities shall be repaired or replaced to current standards to ensure proper functioning and no net loss of shoreline ecological functions.

6.3.12 Signs

1. Free-standing signs shall be for only informational purposes such as directional, navigational, educational/interpretive, and safety purposes, unless otherwise allowed under this Program and as specified in Table 6-1.
2. Signs for commercial purposes shall be limited to fascia or wall signs and as regulated by VMC Chapter 20.960, unless otherwise provided for in this chapter for specific uses.
3. All signs shall be located and designed to minimize interference with vistas, viewpoints, and visual access corridors to the shoreline.
4. Overwater signs or signs on floats or pilings shall be prohibited, except when related to navigation or a water-dependent use.
5. Illuminated signs shall be limited to informational, directional, navigational or safety purposes and shielded so as to eliminate glare when viewed from surrounding properties or watercourses.

6.3.13 Transportation Uses

1. All transportation facilities in shoreline areas shall be constructed and maintained to cause the least possible adverse impacts on the land and water environments, shall respect the natural character of the shoreline, and make every effort to preserve wildlife, aquatic life and their habitats.
2. New or expanded surface transportation facilities not related to and necessary for the support of shoreline activities shall be located outside the shoreline jurisdiction wherever possible, or set back from the ordinary high water mark far enough to make shoreline stabilization, such as rip rap, bulkheads or jetties, unnecessary.
3. Transportation facilities shall not adversely impact existing or planned water-dependent uses by impairing access to the shoreline.
4. All roads shall be set back from water bodies and shall provide buffer areas of compatible, self-sustaining native vegetation. Shoreline scenic drives and viewpoints may provide breaks in the vegetative buffer to allow open views of the water.
5. Transportation facilities that are allowed to cross over water bodies and associated wetlands shall utilize elevated, open pile or pier structures whenever feasible to reduce shade impacts. All bridges shall be built high enough to allow the passage of debris and anticipated high water flows.
6. Transportation facility development shall not be permitted in the Aquatic shoreline designation including associated wetlands or in the setbacks of adjacent

Medium Intensity or High Intensity shoreline designations except as a conditional use when:

- a. All structural or upland alternatives have proven infeasible; and
 - b. The transportation facility is necessary to support water-dependent uses or essential public facilities consistent with this program.
7. Transportation and utility facilities shall be required to make joint use of rights-of-way and to consolidate crossing of water bodies.

6.3.14 Utilities Uses

These provisions apply to services and facilities that produce, convey, store, or process power, gas, wastewater, communications, and similar services and functions. On-site utility features serving a primary use, such as a water, sewer or gas line to a residence or other approved use are “accessory utilities” and shall be considered a part of the primary use.

1. Whenever feasible, all utility facilities shall be located outside shoreline jurisdiction. Where distribution and transmission lines (except electrical transmission lines) must be located in the shoreline jurisdiction they shall be located underground.
2. Where overhead electrical transmission lines must parallel the shoreline, they shall be outside of the two hundred (200) foot shoreline environment unless topography or safety factors would make it unfeasible.
3. Utilities, including limited utility extensions shall be designed, located and installed in such a way as to preserve the natural landscape, minimize impacts to scenic views, and minimize conflicts with present and planned land and shoreline uses.
4. Transmission, distribution, and conveyance facilities shall be located in existing rights of way and corridors or shall cross shoreline jurisdictional areas by the shortest, most direct route feasible, unless such route would cause significant environmental damage.
5. Utility production and processing facilities, such as power plants and wastewater treatment facilities, or parts of those facilities that are nonwater-oriented shall not be allowed in the shoreline jurisdiction unless it can be demonstrated that no other feasible option is available.
6. Stormwater control facilities, limited to detention / retention / treatment ponds, media filtration facilities, and lagoons or infiltration basins, within the shoreline jurisdiction shall only be permitted when the stormwater facility is designed to mimic and resemble natural wetlands, ponds, or closed depressions, and meets the requirements of VMC 14.25, Stormwater Control.

7. New outfalls and modifications to existing outfalls shall be designed and constructed to avoid impacts to existing native aquatic vegetation attached to or rooted in substrate. Outfalls may require bank hardening to prevent failure of the outfall structure or erosion of the shoreline. Diffusers or discharge points must be located offshore at a distance beyond the nearshore area to avoid impacts to nearshore habitats.
8. Water reclamation discharge facilities such as injection wells or activities such as land application are prohibited in the shoreline jurisdiction, unless the discharge water meets State Department of Ecology Class A reclaimed water standards. An applicant for discharge of Class A reclaimed water in the shoreline jurisdiction shall demonstrate habitat benefits of such discharge.
9. Where allowed under this program, construction of underwater utilities or those within the wetland perimeter shall be scheduled to avoid major fish migratory runs or use construction methods that do not cause disturbance to the habitat or migration.
10. All underwater pipelines transporting liquids intrinsically harmful to aquatic life or potentially detrimental to water quality shall be equipped with automatic shut off valves.
11. Upon completion of utility installation/maintenance projects on shorelines, banks shall, at a minimum, be restored to pre-project configuration, replanted and provided with maintenance care until the newly planted vegetation is fully established. Plantings shall be native species and/or be similar to vegetation in the surrounding area.

6.4 Shoreline Modification Regulations

6.4.1 General Requirements

1. Structural shoreline modifications shall only be allowed where it can be demonstrated that the proposed activities are necessary to support or protect legally existing shoreline use or primary structure that is in danger of loss or substantial damage or are necessary for reconfiguration of the shoreline or bedlands for an allowed water-dependent use or for shoreline mitigation or enhancement purposes.
2. Modifications shall only be allowed when impacts are avoided, minimized, and mitigated to assure no net loss of shoreline ecological functions.
3. In-water work shall be scheduled to protect biological productivity (including but not limited to fish runs, spawning, and benthic productivity). In-water work shall not occur in areas used for commercial fishing during a fishing season unless specifically addressed and mitigated for in the permit.
4. Public access shall be provided in accordance with public access policies and regulations of this Program (See Section 5.4(1-2)).

6.4.2 Dredging and Dredge Material Disposal

6.4.2.1 General

1. Dredging and dredge disposal shall be prohibited on or in archaeological sites that are listed on the National Register of Historic Places, the Washington Heritage Register, and/or the Clark County Historic Register until such time that they have been reviewed and approved by the appropriate agency.
2. Dredging and dredge disposal shall be scheduled to protect biological productivity (including but not limited to, fish runs, spawning, and benthic productivity) and to minimize interference with fishing activities. Dredging activities shall not occur in areas used for commercial fishing (including but not limited to, drift netting and crabbing) during a fishing season unless specifically addressed and mitigated for in the permit.

6.4.2.2 Dredging

1. Dredging shall be avoided where possible. Dredging shall be permitted only where it is demonstrated that the proposed water-dependent or water-related uses will not result in significant or ongoing adverse impacts to water quality, fish and wildlife habitat conservation areas and other critical areas, flood holding capacity, natural drainage and water circulation patterns, significant plant communities, prime agricultural land, and public access to shorelines unless one or more of these impacts cannot be avoided. When such impacts are unavoidable, they shall be minimized and mitigated such that they result in no net loss of shoreline ecological functions.
2. Maintenance dredging of established navigation channels and basins shall be restricted to managing previously dredged and/or existing authorized location, depth and width.
3. Dredging shall be prohibited between the OHWM and minus fifteen (-15) feet CRD, unless shallow water habitat will be created to mitigate for the dredging project.
4. Dredging activity is prohibited in the following locations:
 - a. Along net positive drift sectors and where geohydraulic-hydraulic processes are active and accretion shore forms would be damaged, altered, or irretrievably lost;
 - b. In shoreline areas with bottom materials that are prone to significant sloughing and refilling due to currents or tidal activity which result in the need for continual maintenance dredging;
 - c. In habitats identified as critical to the life cycle of officially designated or protected fish, shellfish, or wildlife.

5. Dredging techniques that cause minimum dispersal and broadcast of bottom material shall be used, and only the amount of dredging necessary shall be permitted.
6. Dredging shall be permitted only:
 - a. For navigation or navigational access;
 - b. In conjunction with a water-dependent use of water bodies or adjacent shorelands;
 - c. As part of an approved habitat improvement project;
 - d. To improve water flow or water quality, provided that all dredged material shall be contained and managed so as to prevent it from reentering the water;
 - e. In conjunction with a bridge, navigational structure or wastewater treatment facility for which there is a documented public need and where other feasible sites or routes do not exist; or
 - f. To acquire sand and gravel for commercial purposes from within the Columbia River.
7. Dredging for fill is prohibited except where the material is necessary for restoration of shoreline ecological functions.

6.4.2.3 Dredge Material Disposal

1. Dredge material disposal shall be avoided where possible. Dredge disposal shall be permitted only where it is demonstrated that the proposed water-dependent or water-related uses will not result in significant or ongoing adverse impacts to water quality, fish and wildlife habitat conservation areas and other critical areas, flood holding capacity, natural drainage and water circulation patterns, significant plant communities, prime agricultural land, and public access to shorelines. When such impacts are unavoidable, they shall be minimized and mitigated such that they result in no net loss of shoreline ecological functions.
2. Near shore or landside disposal of dredge materials shall not be located upon, adversely affect, or diminish:
 - a. Stream mouths, wetlands, or significant plant communities (approved mitigation plans may justify exceptions);
 - b. Prime agricultural land except as enhancement;
 - c. Natural resources including but not limited to sand and gravel deposits, timber, or natural recreational beaches and waters except for enhancement purposes;

- d. Designated or officially recognized wildlife habitat and concentration areas;
 - e. Water quality, quantity, and drainage characteristics; and
 - f. Public access to shorelines and water bodies.
3. Dredged material shall be disposed of on land only at sites reviewed and approved by the USACOE and the Shoreline Administrator. Applicants shall demonstrate that the proposed site will ultimately be suitable for a use permitted by this Program. Disposal shall be undertaken such that:
- a. The smallest possible land area is affected, unless dispersed disposal is authorized as a condition of permit approval for soil enhancement or other purposes;
 - b. Shoreline ecological functions and processes will be preserved, including protection of surface and ground water;
 - c. Erosion, sedimentation, floodwaters or runoff will not increase adverse impacts to shoreline ecological functions and processes or property; and
 - d. Sites will be adequately screened from view of local residents or passersby on public right-of-ways to the maximum extent practicable.
4. The following conditions shall apply to land disposal sites:
- a. Springs and aquifers shall be identified and protected.
 - b. Containment dikes and adequate settling basins shall be built and maintained so that the water discharged from the site carries a minimum of suspended sediment. Required basins shall be designed to maintain at least one foot of standing water at all times to encourage proper settling.
 - c. Proper diversion of surface discharge shall be provided to maintain the integrity of the natural streams, wetlands, and drainage ways.
 - d. There shall be a single point of ingress and egress for removal of the de-watered material.
 - e. Runoff shall be directed through grassy swales or other treatment features that assures protection of water quality and a location that maximizes circulation and fishing.
 - f. Sites shall be revegetated with appropriate native species as soon as possible to retard erosion and restore wildlife habitat and other critical areas functions;
 - g. Vegetation shall be maintained by the property owner;

- h. Dredge materials deposited upland and not part of a permitted dike or levee shall constitute fill, and when deposited within shoreline jurisdiction, shall comply with the fill regulations; and
 - i. The applicable requirements of VMC 14.24, 14.25, and 14.26 shall be met.
- 5. Dredged material shall be disposed of in water only at sites approved by the USACOE and the Shoreline Administrator. Disposal techniques that cause minimum dispersal and broadcast of bottom material shall be used, and only if:
 - a. Land disposal is infeasible, less consistent with this Program, or prohibited by law;
 - b. Nearshore disposal as part of a program to restore or enhance shoreline ecological functions and processes is not feasible;
 - c. Offshore habitat will be protected, restored, or enhanced;
 - d. Adverse effects on water quality or biologic resources from contaminated materials will be mitigated;
 - e. Shifting and dispersal of spoil will be minimal; and
 - f. Water quality will not be adversely affected.
- 6. The deposition of dredged materials in water or wetlands shall be permitted only in approved, open water disposal sites and:
 - a. To improve wildlife habitat;
 - b. To correct material distribution problems adversely affecting fish habitat;
 - c. To create, expand, rehabilitate, or enhance a beach when permitted under this Program and any required state or federal permit; or
 - d. When land deposition is demonstrated to be more detrimental to shoreline resources than water deposition.

6.4.3 Flood Control Works and In-stream Structures

6.4.3.1 Flood Control Works

- 1. Dikes and levees shall only be authorized by conditional use permit only when it can be demonstrated by a scientific and engineering analysis that:
 - a. They are necessary to protect existing development;
 - b. Nonstructural measures are not feasible;

- c. Impacts on ecological functions and critical areas can be successfully mitigated so as to assure no net loss; and
 - d. Appropriate vegetation conservation actions are undertaken.
2. Dikes and levees shall protect the natural processes and resource values associated with streamways and deltas including but not limited to wildlife habitat.
 3. Springs and aquifers shall be identified and protected.
 4. Public access shall be provided in accordance with public access policies and regulations of this Program (See Section 5.4(1-2)).
 5. Dikes and levees shall be limited in size to the minimum height required to protect adjacent lands from the protected flood stage as identified in the applicable comprehensive flood control management plan or as required by FEMA for dike recertification.
 6. Dikes and levees shall not be constructed with material dredged from the adjacent wetland or stream area unless part of a comprehensive flood and habitat enhancement plan, and the only by conditional use.
 7. Removal of gravel for flood management purposes shall be consistent with an adopted flood hazard reduction plan and with this Program, and allowed only after a biological and geomorphological study shows that extraction has a long-term benefit to flood hazard reduction, does not result in a net loss of shoreline ecological functions, and is part of a comprehensive flood management solution.

6.4.3.2 Flood Control Works – Design

1. Dikes and levees shall be designed, constructed, and maintained in accordance with Hydraulic Project Approval, and in consideration of resource agency requirements and recommendations.
2. Dikes and levees shall be set back at convex (inside) bends to allow streams to maintain point bars and associated aquatic habitat through normal accretion. Where bank dikes have already cut off point bars from the edge of the floodway, consideration should be given to their relocation in order to lower flood stages and current velocities.
3. Where dikes are necessary in intermediate gradient floodways to protect fringe areas, tangent diking is preferred over bank levees. Dikes and levees shall be located near the tangent to outside meander bends so that the stream can maintain normal meander progression and utilize most of its natural flood water storage capacity.

4. Proper diversion of surface discharge shall be provided to maintain the integrity of the natural streams, wetlands, and drainages.
5. The outside face of dikes shall be sloped at 1.5:1 (horizontal to vertical) or flatter, and seeded with native grasses.
6. Structural flood hazard reduction measures shall be placed landward of associated wetlands and vegetation conservation areas unless there is no other feasible alternative to reduce flood hazard to existing development.

6.4.3.3 In-stream Structures

1. In-stream structures shall be constructed and maintained in a manner that does not degrade the quality of affected waters. The City may condition the permit to achieve this objective by requiring that the development include features such as setbacks, buffers, or storage basins.
2. Natural in-stream features such as snags, uprooted trees, or stumps should be left in place unless it can be demonstrated that they are not enhancing shoreline ecological function or are a threat to public safety.
3. In-stream structures shall provide for adequate upstream or downstream migration of anadromous fish, where applicable.
4. In-stream structures shall preserve valuable recreation resources and aesthetic values such as point and channel bars, islands, and braided banks.

6.4.3.4 In-stream Structures – Design & Placement

1. In-stream structures and their support facilities shall be located and designed to avoid the necessity for shoreline defense structures. Shoreline defense structures shall be minimized and any impacts mitigated. All diversion structures shall be designed to permit natural transport of bedload materials.
2. Materials adequate to immediately correct emergency erosion situations shall be maintained on-site.
3. All debris, overburden and other waste materials from construction shall be disposed of in such a manner so as to prevent their entry into a water body, including a wetland, by erosion, from drainage, high water, or other vectoring mechanisms.
4. All heavy construction equipment, and fuel storage, repair, and construction material staging areas shall be located as far landward as necessary to avoid and minimize impacts to shoreline ecological functions. Powerhouses, but not raceways, shall be located farther than one hundred (100) feet from the OHWM unless there is no feasible alternative and any unavoidable impacts are minimized and mitigated. Penstocks shall be located, designed, and constructed so as to

present as low a profile as possible. Powerhouses and penstocks shall be located and designed to return flow to the stream in as short a distance as possible.

5. A mitigation plan that details the objectives of the mitigation activities shall be prepared by the applicant, and be subject to approval by the appropriate authority.

6.4.4 Shoreline Restoration and Enhancement

1. Shoreline restoration and enhancement activities designed to restore shoreline ecological functions and processes and/or shoreline features should be targeted toward meeting the needs of sensitive and/or regionally important plant, fish, and wildlife species and shall be given priority. Implementation of restoration projects on shorelines of statewide significance take precedence over implementation of restoration projects on other shorelines of the state.
2. Shoreline restoration, enhancement, and mitigation activities designed to create dynamic and sustainable ecosystems to assist the city in achieving no net loss of shoreline ecological functions are preferred.
3. Restoration activities shall be carried out in accordance with an approved shoreline restoration plan, and in accordance with the provisions of this Program.
4. To the extent possible, restoration, enhancement, and mitigation activities shall be integrated and coordinated with other parallel natural resource management efforts. Implementation of restoration projects identified in the Shoreline Restoration Plan that are focused on restoring degraded habitat in shoreline jurisdiction take precedence over other restoration projects.
5. Habitat and beach creation, expansion, restoration, and enhancement projects may be permitted subject to required state or federal permits when the applicant has demonstrated that:
 - a. The project will not adversely impact spawning, nesting, or breeding fish and wildlife habitat conservation areas;
 - b. Upstream or downstream properties or fish and wildlife habitat conservation areas will not be adversely affected.
 - c. Water quality will not be degraded;
 - d. Flood storage capacity will not be degraded;
 - e. Streamflow will not be reduced;
 - f. Impacts to critical areas and buffers will be avoided and where unavoidable, minimized and mitigated; and

- g. The project will not interfere with the normal public use of the navigable waters of the state.

6.4.5 Shoreline Stabilization – General

1. New shoreline stabilization to protect new residential development is prohibited. For other types of new development new shoreline stabilization is prohibited unless it can be demonstrated through a geotechnical analysis by a qualified professional that:
 - a. The proposed use cannot be developed without shore protection; or
 - b. Shore protection is necessary to restore ecological functions; or
 - c. Shore protection is necessary for a hazardous substance remediation project.
2. New or expanded shore stabilization shall:
 - a. Be designed using best available science and in accordance with applicable Ecology and WDFW guidelines;
 - b. Not result in a net loss of shoreline ecological functions;
 - c. Not cause significant erosion or beach starvation;
 - d. Not be located where valuable geohydraulic, hydraulic, or biological processes are sensitive to interference and critical to shoreline conservation;
 - e. Document that alternative solutions (including relocation or reconstruction of existing structures) are not feasible or do not provide sufficient protection;
 - f. Demonstrate that future stabilization measures would not be required on the project site or adjacent properties; and
 - g. Be certified by a qualified professional.
3. New or expanded structural shoreline stabilization for existing primary structures, including roads, railroads, and public facilities is prohibited unless there is conclusive evidence documented by a geotechnical analysis that there is a significant possibility that the structure will be damaged within three years as a result of shoreline erosion caused by stream processor waves, and only when significant adverse impacts are mitigated to ensure no net loss of shoreline ecological functions and/or processes.
4. Where a geotechnical analysis confirms a need to prevent potential damage to a primary structure, but the need is not as immediate as three years, the analysis may still be used to justify more immediate authorization for shoreline stabilization using bioengineering approaches.

5. Replacement of an existing shoreline stabilization structure with a similar structure is permitted if there is a demonstrated need to protect existing primary uses, structures or public facilities including roads, bridges, railways, and utility systems from erosion caused by stream undercutting or wave action; provided that, the existing shoreline stabilization structure is removed from the shoreline as part of the replacement activity. Replacement walls or bulkheads shall not encroach waterward of the ordinary high-water mark or existing structure unless the structure is a residence that was occupied prior to January 1, 1992, and there are overriding safety or environmental concerns. New or expanded shore stabilization shall be designed in accordance with applicable Ecology and WDFW guidelines and certified by a qualified professional.
6. Shoreline stabilization projects that meet the criteria of Section 2.3.2(18) require a statement of exemption (Section 2.3.3) and if exempt will be regulated under RCW 77.55.181. Stabilization projects that do not meet these criteria will be regulated by this Program.
7. Small-scale or uncomplicated shoreline stabilization projects (for example, tree planting projects) shall be reviewed by a qualified professional to ensure that the project has been designed using best available science.
8. Large-scale or more complex shoreline stabilization projects (for example, projects requiring fill or excavation, placing objects in the water, or hardening the bank) shall be designed by a qualified professional using best available science. The applicant may be required to have a qualified professional oversee construction or construct the project.
9. Standards for new stabilization structures when found to be necessary include limiting the size to the minimum necessary to achieve the stabilization objective, using measures to assure no net loss of shoreline ecological functions, using soft approaches, and mitigating for impacts.

6.4.6 Bioengineered Stabilization

1. Naturally regenerating systems for the prevention and control of shoreline erosion shall be used instead of structural solutions where:
 - a. The length and configuration of shoreline will accommodate such systems;
 - b. Such protection is a reasonable solution to the needs of the specific site; and
 - c. The project will:
 - i. Recreate or enhance natural shoreline conditions;
 - ii. Create or enhance natural habitat;
 - iii. Reverse erosional conditions; or

- iv. Enhance access to the shoreline, especially to public shorelines.
- 2. All bioengineered projects shall be designed in accordance with best available science and use a diverse variety of native plant materials including but not limited to trees, shrubs, forbs, and grasses, unless demonstrated infeasible for the particular site.
- 3. All cleared areas shall be replanted following construction and irrigated (if necessary) to ensure that within three years time all vegetation is fully re-established. Areas that fail to adequately reestablish vegetation shall be replanted with approved plant materials until such time as the plantings are viable.
- 4. Bank protection in the form of a buffer zone shall be provided for a minimum of three (3) years. The buffer zone shall exclude livestock, vehicles, and/or other activities that could disturb the site.
- 5. All bioengineered projects shall be monitored and maintained as necessary. Areas damaged by pests and/or the elements shall be promptly repaired.
- 6. All construction and planting activities shall be scheduled to minimize impacts to water quality and fish and wildlife aquatic and upland habitat, and to optimize survival of new vegetation.

6.4.7 Structural Stabilization

- 1. Structural stabilization may be allowed when:
 - a. The requirements of Section 6.4.5 are met;
 - b. Alternative measures are demonstrated to be infeasible or insufficient through a geotechnical analysis by a qualified professional;
 - c. The structural stabilization is designed and installation overseen by a qualified professional;
 - d. The structural stabilization is designed so that future stabilization measures will not be necessary on the subject property or other properties;
 - e. The size of the shoreline stabilization structure is limited to the minimum necessary; and
 - f. Impacts are mitigated to result in no net loss of shoreline ecological functions.

6.4.8 Bulkheads

6.4.8.1 Bulkheads - General

- 1. All bulkheads must be in support of an allowable shoreline use that is in conformance with the provisions of this master program, unless it can be

demonstrated that such activities are necessary and in the public interest for the maintenance of shoreline environmental resources.

2. Bulkheads shall be allowed only when evidence is presented that conclusively demonstrates that one of the following conditions exists:
 - a. Serious wave erosion threatens an established primary use or existing primary building(s) on upland property;
 - b. Bulkheads are necessary to the operation and location of water-dependent and water-related activities consistent with this master program, provided that all alternatives have proven infeasible (i.e., use relocation, use design, nonstructural shore stabilization options), and that such bulkheads meet other policies and regulations of this chapter; or
 - c. Proposals for bulkheads have first demonstrated that use of natural materials and processes and nonstructural solutions to bank stabilization are unworkable in protecting existing development.
3. Use of a bulkhead to protect a platted lot where no structure presently exists is prohibited.
4. Natural materials and processes such as protective berms, drift logs, brush, beach feeding, or vegetative stabilization shall be utilized to the maximum extent possible.
5. The construction of a bulkhead for the primary purpose of retaining or creating dry land that is not specifically authorized as a part of the permit shall be prohibited.
6. Bulkheads are prohibited for any purpose if they will cause significant erosion or beach starvation.

6.4.8.2 Bulkhead Location

1. Bulkheads shall not be located on shores where valuable geohydraulic-hydraulic or biological processes are sensitive to interference and critical to shoreline conservation, such as feeder bluffs, marches, wetlands, or accretion shoreforms such as spits, hooks, bars, or barrier beaches.
2. Bulkheads are to be permitted only where local physical conditions such as foundation bearing material, surface, and subsurface drainage are suitable.
3. On all shorelines, bulkheads shall be located landward of the OHWM, landward of protective berms (artificial or natural), and generally parallel to the natural shoreline. In addition:

- a. On bluff or bank shorelines where no other bulkheads are adjacent, the construction of a bulkhead shall be as close to the bank as possible, and in no case shall it be more than three (3) feet waterward from the toe of the natural bank; and
 - b. Bulkheads may tie in flush with existing bulkheads on adjoining properties, provided that (1) the adjoining bulkheads were built at or near the OHWM, and (2) the new bulkhead does not extend more than three feet waterward of OHWM at any point. If there is an existing bulkhead on only one of the adjacent properties, the proposed bulkhead may tie in flush with the adjacent bulkhead at or landward of the OHWM, and shall be contoured to minimize the land area waterward of the required setback, that shall be met on the side not abutting an existing bulkhead.
4. Replacement bulkheads may be located immediately in front of and abutting (sharing a common surface) an existing bulkhead, provided that replacement bulkheads shall not be authorized abutting an abandoned or neglected bulkhead, or a bulkhead in serious disrepair that is located more than three feet waterward of OHWM. Replacement of such bulkheads shall be located at OHWM.

6.4.8.3 Bulkhead Design

1. Bulkhead design and development shall conform to all other applicable state agency policies and regulations, including the WDFW criteria governing the design of bulkheads.
2. When a bulkhead is required at a public access site, provision for safe access to the water shall be incorporated into bulkhead design.
3. Bulkheads shall be designed with the minimum dimensions necessary to adequately protect the development for the expected life of the development.
4. Bulkheads shall be designed to permit the passage of surface or ground water without causing ponding or saturation of retained soil/materials.
5. Adequate toe protection consisting of proper footings, a fine retention mesh, etc., shall be provided to ensure bulkhead stability without relying on additional riprap.
6. Stairs or other permitted structures may be built into a bulkhead, but shall not extend waterward of it.
7. Materials used in bulkhead construction shall meet the following standards:
 - a. Bulkheads shall utilize stable, non-erosional, homogeneous materials such as concrete, wood, rock riprap, or other suitable materials that will accomplish the desired end with the maximum preservation of natural shoreline characteristics.

- b. Beach materials shall not be used for fill behind bulkheads unless it is specifically authorized by the permit, and then only when it is demonstrated that leaving the material on the beach would be detrimental to shoreline resources.
8. Gabions (wire mesh filled with concrete or rocks) shall not be used in bulkhead construction where alternatives more consistent with this Program are feasible, because of their limited durability and the potential hazard to shore users and the shoreline environment.
9. Fill behind bulkheads shall meet the requirements of Section 5.6.2.

6.4.9 Revetments

6.4.9.1 Revetments - General

1. Revetments must be in support of an allowable shoreline use that is in conformance with the provisions of this Program, unless it can be demonstrated that such activities are necessary and in the public interest for the maintenance of shoreline environmental resources.
2. Design of revetments shall include and provide improved access to public shorelines whenever possible and appropriate. All forms of revetments shall be constructed and maintained in a manner that does not reduce water quality and/or fisheries habitat.
3. Design of the proposed revetment shall incorporate proper consideration of:
 - a. Data on local geophysical conditions;
 - b. Data on stream flow, velocity, and/or flood capacity; and
 - c. Effects on adjacent properties.
4. Bank revetments, where permitted, shall be placed at the extreme edge or bank of the shoreline.
5. Revetments shall only be used when habitat-friendly alternatives are not feasible.

6.4.9.2 Revetment - Design

1. When permitted, the siting and design of revetments shall be performed using appropriate engineering principles, including guidelines of the Natural Resources Conservation Service and the U. S. Army Corps of Engineers.
2. Revetment shall be constructed using techniques and materials that will enhance natural shoreline values and functions, including fish and wildlife habitat, water

quality, vegetation, and aesthetics. The following techniques and materials shall be used:

- a. Riprap material shall consist of clean quarried rock, free of loose dirt and any pollutants, and shall be of sufficient size and weight to prevent movement by wave or current action. Tires, automobile bodies, scrap metal paper products, and other inappropriate solid waste materials shall not be used for riprap.
 - b. Use of downed logs, snags, or rock-work to enhance habitat and to provide a more natural appearance to the shoreline shall be incorporated into the design where appropriate.
 - c. Where on-site environmental conditions allow, vegetation shall be integrated into the riprap design to reduce erosion, provide cover, shade and habitat, and improve the natural appearance of the shoreline, consistent with the applicable vegetation management provisions of this Program.
3. If an armored revetment is employed, the following design criteria shall be met.
 - a. The size and quantity of the material shall be limited to only that necessary to withstand the estimated energy intensity of the hydraulic system;
 - b. Filter cloth must be used to aid drainage and help prevent settling; and
 - c. The toe reinforcement or protection must be adequate to prevent a collapse of the system from river scouring or wave action for the anticipated life of the project.
 4. The area shall be restored as nearly as possible to pre-project condition, including replanting with native species and maintenance care until the newly planted vegetation is established.

6.4.10 Breakwaters, Jetties, Rock Weirs, and Groins

6.4.10.1 Breakwaters, Jetties, Rock Weirs, and Groins - General

1. All breakwaters, jetties, rock weirs, and groins are allowed only by conditional use and where necessary to support water-dependent uses, public access, shoreline stabilization, or other specific public purpose.
2. Applicants proposing groins, jetties, and solid breakwaters shall notify all shoreline landowners within the same drift sector. If it is not possible to make a reasonable determination of the drift sector, all shoreline land owners within one mile of the project proposal shall be notified.
3. The effect of proposed breakwaters, jetties, rock weirs, and groins on sand movement shall be evaluated during permit review. The beneficiaries and/or owners of large-scale defense works that substantially alter, reduce, or block

littoral drift, and cause new erosion of downdrift shores shall be required to establish and maintain an adequate long term beach feeding program either by artificially transporting sand to the downdrift side of an inlet with jetties or by artificial beach feeding in the case of groins, breakwaters, and rock weirs.

4. The effect of proposed breakwaters, jetties, rock weirs, and groins on bank margin habitat, channel migration, and floodplain processes should be evaluated during permit review.

6.4.10.2 Breakwaters, Jetties, Rock Weirs, and Groins - Location

1. Breakwaters shall be prohibited in lakes.
2. Jetty, rock weir, or groin development that would result in a net adverse impact on adjacent and nearby properties and shorelines is prohibited.

6.4.10.3 Breakwaters, Jetties, Rock Weirs, and Groins – Design

1. Proposed designs for new or expanded breakwaters, jetties, rock weirs, and groins shall be designed and certified by a registered civil engineer.
2. The design of breakwaters, jetties, rock weirs, and groins shall conform to all applicable requirements established by the Washington Departments of Fish and Wildlife, and the U.S. Army Corps of Engineers. Breakwaters, jetties, rock weirs, and groins shall be designed and constructed in a manner that will prevent detrimental impacts on water circulation, sand movement, and aquatic life. The design shall also minimize impediments to navigation and to visual access from the shoreline.
3. The design of new breakwaters, groins, and jetties shall incorporate provisions for public access such as sightseeing and public fishing if it is determined such access is feasible and desirable. Open-pile or floating breakwaters shall be the only type allowed unless it can be shown that solid breakwaters will have no significant adverse effect on the aquatic biology and shore processes, or that such adverse effects can be adequately mitigated.
4. Materials used for the construction of breakwaters, jetties, rock weirs, and groins shall exhibit the qualities of long-term durability, ease of maintenance, and compatibility with local shore features, processes, and aesthetics. The use of solid waste, junk, or abandoned automobiles, asphalt, or any building demolition debris is prohibited.
5. Floating breakwaters shall be used in place of solid, rubble mound types wherever they can withstand anticipated wave action in order to maintain sand movement and protect fish and aquatic habitat.

CHAPTER 8 DEFINITIONS

A

1. **Accessory Structure** – a subordinate building or use incidental to the use of the main building or use.
2. **Accessory Use** – any use or activity incidental and subordinate to a primary use or development.
3. **Accretion** – the growth of a beach by the addition of material transported by wind and/or water. Included are such shoreforms as barrier beaches, points, spits, hooks, and tombolos.
4. **Act** - Washington State Shoreline Management Act of 1971, as amended, RCW 90.58.
5. **Adjacent** - having a common end point or border.
6. **Adjacent Lands** – lands adjacent to the shorelines of the state (outside of shoreline jurisdiction) (*RCW 90.58.340*).
7. **Agricultural Activities** - agricultural uses and practices including, but not limited to: producing, breeding or increasing agricultural products; rotating and changing agricultural crops; agricultural crops; allowing land used for agricultural activities to lie fallow in that it is plowed and tilled but left unseeded; allowing land used for agricultural activities to lie dormant as a result of adverse agricultural market conditions; allowing land used for agricultural activities to lie dormant because the land is enrolled in a local, state, or federal conservation program, or the land is subject to a conservation easement; conducting agricultural operations; maintaining, repairing, and replacing agricultural equipment; maintaining, repairing, and replacing agricultural facilities, provided that the replacement facility is no closer to the shoreline than the original facility; and maintaining agricultural lands under production or cultivation (*WAC 173-26-020(3)(a)*).
8. **Agricultural Equipment and Agricultural Facilities** – includes, but is not limited to:
 - a. The following used in agricultural operations: Equipment; machinery; constructed shelters, buildings, and ponds; fences; upland finfish rearing facilities; water diversion, withdrawal, conveyance, and use equipment and facilities including, but not limited to, pumps, pipes, tapes, canals, ditches, and drains;
 - b. Corridors and facilities for transporting personnel, livestock, and equipment to, from, and within agricultural lands
 - c. Farm residences and associated equipment, lands, and facilities; and
 - d. Roadside stands and on-farm markets for marketing fruit or vegetables.
9. **Agricultural Land** – those specific land areas on which agricultural activities are conducted as of the date of adoption of this Program, as evidenced by aerial

photography or other documentation. After the effective date of this Program, land converted to agricultural use shall comply with the requirements of this Program.

10. **Agricultural Products** – includes, but is not limited to, horticultural, viticultural, floricultural, vegetable, fruit, berry, grain, hops, hay, straw, turf, sod, seed, and apiary products; feed or forage for livestock; Christmas trees; hybrid cottonwood and similar hardwood trees grown as crops and harvested within twenty years of planting; and livestock including both the animals themselves and animal products including, but not limited to, meat, upland finfish, poultry and poultry products, and dairy products.
11. **Aggrieved Person** – a person who is suffering from an infringement or denial of legal rights or claims.
12. **Amendment** - means a revision, update, addition, deletion, and/or reenactment to an existing shoreline master program.
13. **Anadromous fish** -Fish that migrate downstream in their juvenile lifestages; live their adult lives in the ocean; then migrate upstream from the ocean to breed in fresh water.
14. **Appurtenance** - A structure or development necessarily connected to a single-family residence. Normal appurtenances include a garage, a shop, a deck, a pool, a driveway, utilities, fences, grading which does not exceed 250 cubic yards and does not involve placement of fill in any wetland or waterward of the OHWM, and when allowed, installation of a septic tank and drainfield.
15. **Aquaculture** - The culture or farming of food fish, shellfish, or other aquatic plants and animals. Aquaculture does not include the harvest of wild geoduck associated with the state managed wildstock geoduck fishery. (WAC 173-26-241(3)(b)).
16. **Area of Special Flood Hazard** - Land in the flood plain subject to a 1% or greater chance of flooding in any given year. Designations on Flood Insurance Rate Maps always include the letter A. Also referred to as “Frequently Flooded Areas.”
17. **Associated Wetlands** - Those wetlands that are in proximity to and either influence or are influenced by tidal waters or a lake, river or stream subject to the Shoreline Management Act.
18. **Average Grade Level** - the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property that will be directly under the proposed building or structure: In the case of structures to be built over water, average grade level shall be the elevation of the ordinary high water mark. Calculation of the average grade level shall be made by averaging the ground elevations at the midpoint of all exterior walls of the proposed building or structure (WAC 173-27-030(3)).

B

19. **Beach Enhancement/Restoration** – process of restoring a beach to a state more closely resembling a natural beach, using beach feeding, vegetation drift sills, and other non-intrusive means as applicable.

20. **Bedlands** – means those submerged lands, including tidelands where appropriate, underlying navigable waters.
21. **Berm** – a linear mound or series of mounds of earth, sand and/or gravel generally paralleling the water at or landward of the line of ordinary high water. Also a linear mound used to screen an adjacent activity, such as a parking lot, from transmitting excess noise and glare.
22. **Best Available Science** – use of the most reliable and available scientific information, most often used in the context of local government compliance with the State Growth Management Act (RCW 36.70A.900) for developing policies and development regulations regarding critical areas (WAC 365-195).
23. **Best Available Technology (BAT)** – the most effective method, technique, or product available that is generally accepted in the field, and which is demonstrated to be reliable, effective, and preferably low maintenance.
24. **Best Management Practices (BMP)** - For the purposes of this Program, BMP means the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by the Washington State Department of Ecology and/or the City of Vancouver that, when used singly or in combination, control, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.
25. **Bioengineering** - means project designs or construction methods that use live woody vegetation or a combination of live woody vegetation and specially developed natural or synthetic materials to establish a complex root grid within the existing bank that is resistant to erosion, provides bank stability, and maintains a healthy riparian environment with habitat features important to fish life. Use of wood structures or limited use of clean angular rock may be allowable to provide stability for establishment of the vegetation (WAC 220-110-020(12)).
26. **Boat** - means any floating vessel or watercraft, including ships and barges, which is designed and used for navigation and which does not interfere with the normal public use of the water (WAC 173-27-030(18)).
27. **Boating Facility** – means any structure or group of structures including but not limited to ramps, marinas, docks, piers, floats, or mooring buoys providing access to or service for boats. Boating facilities may serve hotels, motels, multi-family residences, individual lots or subdivisions, or public recreation uses.
28. **Boathouse** – An over-water structure designed for storage of boats.
29. **Boat Launch Facility** - a facility or structure providing access in and out of the water for boats, such as ramps, rails, or lift stations.
30. **Bog** – A type of wetland where (1) organic (peat or muck) soil layers comprise at least 16 of the first 32 inches of the soil profile; or (2) there is more than 70% cover of mosses at ground level and more than 30% of the total shrub and herbaceous cover consists of species listed in Table 3 – Characteristic Bog Species in Washington State found in Hruby, 2004, Washington State Wetlands Rating System for Western Washington, Ecology publication #04-06-025, or as revised by

Ecology. Many bogs have soils classified as peat or muck, are nutrient poor, have a low pH (acidic), and are fed largely by rainfall rather than streams or groundwater.

- 31. **Breakwater** - a structure aligned parallel to shore, sometimes shore-connected, that provides protection from waves.
- 32. **Buffer Area** – An area that is contiguous to and protects a critical area and which is required for the continued maintenance, functioning, and/or structural stability of a critical area.
- 33. **Bulkhead** - a solid, open-pile, or irregular wall of rock, rip-rap, concrete, steel, or timber or combination of these materials erected parallel to and near ordinary high water mark to provide a protective vertical wall resistant to water and wave action.

C

- 34. **Channel** – an open conduit for water either naturally or artificially created, but does not include artificially created irrigation, return flow, or stockwatering channels (WAC 173-27-030(8b)).
- 35. **Channel Migration Zone (CMZ)** - the area along a river within that the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings.
- 36. **City** - means the City of Vancouver.
- 37. **Clean Water Act** – the primary federal law providing water pollution prevention and control, previously known as the Federal Water Pollution Control Act. See 33 USC 1251 et seq.
- 38. **Clearing** - the destruction or removal of vegetation from a site by physical, mechanical, chemical or other means. This does not include landscape maintenance or pruning consistent with accepted horticultural practices, such as those recommended by the Washington State University Extension Service, which does not impair the health or survival of the trees or native vegetation.
- 39. **Commercial** - a business use or activity at a scale greater than a home business or cottage industry involving retail or wholesale marketing of goods and services. Examples of commercial uses include restaurants, offices, and retail shops.
- 40. **Commercial Fishing** - is the activity of capturing fish and other seafood under a commercial license.
- 41. **Conditional Use** – a use, development, or substantial development that is classified as a conditional use, or is not classified within the Master Program, and requires a conditional use permit (WAC 173-27-030(4)).
- 42. **Covered Moorage** – Boat moorage, with or without walls, that has a roof to protect a boat.
- 43. **Critical Aquifer Recharge Area** - Areas with a critical recharging effect on aquifers used for potable water as designated at VMC 14.26.

- 44. **Critical Areas** - include fish and wildlife habitat conservation areas, frequently flooded areas, geologic hazard areas, and wetlands as designated in Chapter 5A, and critical aquifer recharge areas as designated at VMC 14.26.
- 45. **Critical Habitat**- Specific geographical areas that possess physical or biological features that are essential to the conservation of federally listed species. These designated areas may require special management considerations or protection.

D

- 46. **Date of Filing** – means the date of actual receipt by Ecology of the City’s decision. For a variance or conditional use permit, the date of filing is the date Ecology’s decision is transmitted to the City. For a variance or conditional use permit decision in conjunction with a shoreline substantial development permit decision, the date of filing is the date Ecology’s decision is transmitted to the City.
- 47. **Development** - a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to this Program at any state of water level.
- 48. **Development Regulations** - the controls placed on development or land uses, including, but not limited to, zoning ordinances, critical areas ordinances, all portions of a shoreline master program other than goals and policies approved or adopted under RCW 90.58, planned unit development ordinances, subdivision ordinances, and binding site plan ordinances together with any amendments thereto (WAC 173-26-020(8)).
- 49. **Dike** - is an artificial embankment normally set back from the bank or channel in the floodplain for the purpose of keeping floodwaters from inundating adjacent land.
- 50. **Dock** - a landing or moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances.
- 51. **Dock, Community** – a dock serving a subdivision, hotel, motel, or multi-family residential development.
- 52. **Dock, Joint-Use** – a dock serving two or more lots ~~each of which has water frontage, providing a moorage for pleasure craft and/or landing for water sports for use in common by shoreline residents on adjacent lots each with water frontage.~~
- 53. **Dolphin** – A cluster of piles bound together.
- 54. **Dredge Material** – the material removed by dredging.
- 55. **Dredging** - is the removal or displacement of earth or sediments such as gravel, sand, mud, silt, or debris from below the OHWM of any stream, river, lake, water body, or wetland.
- 56. **Dredging, Maintenance** - dredging for the purpose of maintaining a prescribed minimum depth previously authorized by a federal, state, and/or local permit as part

of any specific waterway project. Maintenance dredging also includes dredging that maintains the previously authorized width of a channel, boat basin or berthing area.

57. **Drift Sector** - the extent of the littoral drift area downstream from and caused by a breakwater, jetty, rock weir or groin.

E

58. **Ecology** – the Washington State Department of Ecology.
59. **Ecosystem-wide Processes** - the suite of naturally occurring physical and geologic processes of erosion, transport, and deposition; and specific chemical processes that shape landforms within a specific shoreline ecosystem and determine both the types of habitat and the associated ecological functions (*WAC 173-26-020(14)*).
60. **Effective Date of Permit** – For Shoreline Substantial Development, Conditional Use and Variance Permits, the date of filing as provided in RCW 90.58.140(6), including completion of all appeals or legal actions.
61. **Emergency**- is an unanticipated and imminent threat to public health, safety, or the environment that requires immediate action within a time too short to allow full compliance with this Program.
62. **Emergency Construction** - Emergency construction does not include development of new permanent protective structures where none previously existed. As a general matter, flooding or other seasonal events that can be anticipated and may occur, but are not imminent, are not an emergency (*RCW 90.58.030(3)(e)(iii)* and *WAC 173-14-040(1)(d), (2), and (3)*).
63. **Enhancement** - Alterations performed to improve the condition of an existing degraded area so that the functions provided are of a higher quality. Enhancements are to be distinguished from resource creation or restoration projects.
64. **Erosion** – The general process or the group of processes whereby the material of the earth's crust are loosened, dissolved, or worn away, and simultaneously moved from one place to another, by natural forces, that include weathering, solution, corrosion, and transportation, but usually exclude mass wasting (American Geological Institute, 1998).
65. **Exempt/Exemption** - developments that are set forth in Section 2.3 (Exemptions from Substantial Development Permit) of this Program that are not required to obtain a Shoreline Substantial Development Permit, but which must otherwise comply with applicable provisions of the act and this Program (*WAC 173-27-040; RCW 90.58.030(3)(e), 90.58.147, 90.58.355, and 90.58.515*).

F

66. **Fair Market Value** - the open market bid price for conducting the work, using the equipment and facilities, and purchase of the goods, services and materials necessary to accomplish the development. This would normally equate to the cost of hiring a contractor to undertake the development from start to finish, including

the cost of labor, materials, equipment and facility usage, transportation and contractor overhead and profit. The fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials (WAC 173-27-030(8)).

- 67. Feasible** - an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:
- e. The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
 - f. The action provides a reasonable likelihood of achieving its intended purpose; and
 - g. The action does not physically preclude achieving the project's primary intended legal use.

In cases where this Program requires certain actions unless they are infeasible, the burden of proving infeasibility is on the applicant.

In determining an action's infeasibility, the city may weigh the action's relative public costs and public benefits, considered in the short- and long-term time frames. (WAC 1713-26-020(15))

- 68. Feeder Bluff** - any bluff (or cliff) experiencing periodic erosion from waves, sliding, slumping, whose eroded earth, sand, or gravel material is naturally transported (littoral drift) via a driftway to an accretion shoreform. Feeder bluff exceptional segments lack a backshore, old or rotten logs, and coniferous bluff vegetation.
- 69. Fill** - means the addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the OHWM, in wetlands, or on shorelands in a manner that raises the elevation or creates dry land (WAC 173-26-020(16)).
- 70. Fill, Speculative** - The placement of fill material not associated with an approved project.
- 71. Fish and Wildlife Habitat Conservation Areas** - Fish and Wildlife Habitat Conservation Areas as designated at VMC 20.740.110.
- 72. Float** - a fixed platform structure anchored in and floating upon a water body that does not connect to the shore, and that provides landing for water dependent recreation or moorage for vessels or watercraft.
- 73. Floating Home** – a single-family dwelling unit constructed on a float, that is moored, anchored, or otherwise secured in waters, and is not a boat, even though it may be capable of being towed.
- 74. Floating on-water residence** – any floating structure other than a floating home, as defined below:
- a. That is designed or used primarily as a residence on the water and has detachable utilities; and

- b. Whose owner or primary occupant has held an ownership interest in space in a marina, or has held a lease or sublease to use space in a marina, since a date prior to July 1, 2014.

- 7475. Flood Hazard Reduction** - measures taken to reduce flood damage or hazards. Flood hazard reduction measures may consist of nonstructural or indirect measures, such as setbacks, land use controls, wetland restoration, dike removal, use relocation, bioengineering measures, and storm water management programs; and of structural measures, such as dikes, levees, and floodwalls intended to contain flow within the channel, channel realignment, and elevation of structures consistent with the National Flood Insurance Program.
- 7576. Floodplain** - synonymous with the one hundred-year floodplain and area of special flood hazard (frequently flooded areas) and refers to the land subject to a 1% or greater chance of flooding in any given year.
- 7677. Floodway** - means the area, as identified in this Program, that has been established in Federal Emergency Management Agency flood insurance rate maps or floodway maps. The floodway shall not include those lands that can reasonably be expected to be protected from flood waters by flood control devices maintained by or maintained under license from the federal government, the state, or a political subdivision of the state (RCW 90.58.030(2)(b)).
- 7778. Forb** - an herbaceous, non-woody plant other than grass.
- 7879. Forest Practices** – any activity conducted on or directly related to forest land and relating to growing, harvesting, or processing timber. These activities include but are not limited to: road and trail construction, final and intermediate harvesting, pre-commercial thinning, reforestation, fertilization, prevention and suppression of disease and insects, salvage of trees, and brush control (WAC 222-16-010(21)).
- 7980. Frequently Flooded Areas** - the areas of special flood hazard as designated at VMC 20.740.120.
- 8081. Frontage or Water Frontage** – the portion of a parcel adjacent to the OHWM between property lines.

G

- 8182. Gabions** – structures composed of masses of rocks, rubble, or masonry held tightly together usually by wire mesh so as to form blocks or walls.
- 8283. Geologic Hazard Areas** - include areas of landslide, liquefaction and dynamic settlement, ground shaking amplification, fault rupture, soil erosion, and bank erosion hazard areas as designated at VMC 20.740.130.
- 8384. Grading** - means the movement or redistribution of the soil, sand, rock, gravel, sediment, or other material on a site in a manner that alters the natural contour of the land (WAC 173-26-020(20)).
- 8485. Grassy Swale** – a vegetated drainage channel that is designed to remove various pollutants from stormwater runoff through biofiltration.

- 8586. Groin** - a barrier-type structure extending from the backshore or stream bank into a water body for the purpose of the protection of a shoreline and adjacent upland by influencing the movement of water and/or deposition of material.
- 8687. Groundwater** - means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

H

- 8788. Harbor Area** - the area of navigable waters between the inner and outer harbor lines identified by the Board of Natural Resources acting as the State Harbor Lines Commission and as established by Section 1 of Article XV of the Washington State Constitution.
- 8889. Harbor Line, Inner** - the line established by the State of Washington in navigable tidal waters between the line of ordinary high tide and the outer harbor line and constituting the inner boundary of the harbor area. This line determines the seaward extent of private ownership in tidal or shoreland areas (often corresponds to the “bulkhead line”).
- 8990. Harbor Line, Outer** - the line located and established by the Washington State Department of Natural Resources in navigable waters that delineates the extent of water area that may be leased to private interests.
- 9091. Hazard Tree** - any tree with a combination of structural defect and/or disease and a proximity to persons or property which makes it subject to a high probability of failure, as recommended by a qualified arborist.
- 9192. Height** - the distance measured from the average grade level to the highest point of a structure: Provided that television antennas, chimneys, and similar appurtenances shall not be used in calculating height, except where it obstructs the view of a substantial number of residences on areas adjoining such shorelines (or the master program provides otherwise): Provided further that temporary construction equipment is excluded in this calculation (WAC 173-27-030(9)).
- 9293. Hook** – a spit or narrow cape of sand or gravel that turns landward at its outer end.

I

- 9394. Institutional Use** – A use and related structure(s) for the provision of educational, medical, cultural, social, public safety, and/or recreational services to the community, including but not limited to schools, colleges, museums, community centers, and the relevant essential public facilities identified in WAC 365-196-550
- 9495. In-stream Structure** - a structure placed by humans within a stream or river waterward of the ordinary high-water mark that either causes or has the potential to cause water impoundment or the diversion, obstruction, or modification of water flow. In-stream structures may include those for hydroelectric generation, irrigation, water supply, flood control, transportation, utility service transmission, fish habitat enhancement, or other purpose. Outfalls are not in-stream structures.

9596. Interested Party – means all persons who have notified local government of their desire to receive a copy of the final order on a permit under WAC 173-27-030 (WAC 173-27-030(12)).

9697. Invasive – means a nonnative plant or animal species that:

- causes or may cause significant displacement in range, a reduction in abundance of native species;
- Threatens or may threaten natural resources or their use in the state;
- Causes or may cause economic damage to commercial or recreational activities that are dependent upon state waters; or
- Threatens or harms human health (RCW 77.08.010(28)).

J

9798. Jetty- a structure usually projecting out into the water for the purpose of protecting a navigation channel, a harbor, or to influence water currents.

L

9899. Lakes – all the surface water areas of the state, including reservoirs; except: (a) Lakes less than twenty acres in size; (b) Streams or rivers (as described in WAC 173-18-030); and (c) Shorelines of statewide significance (WAC 173-20-030(1)).

99100. Lakes of Statewide Significance - those lakes, whether natural, artificial or a combination thereof, with a surface acreage of one thousand acres or more measured at the ordinary high-water mark (WAC 173-20-030(2)).

100101. Large Woody Debris - Shrubs, trees, or their branches that have fallen and are on the ground or in, across, or dangling above streams, rivers, lakes, or ponds.

101102. Levee – a large dike or embankment, often having an access road along the top, that is designed as part of a system to protect land from floods.

102103. Limited Utility Extension – the extension of a utility service that is categorically exempt under RCW 43.21C for natural gas, electricity, telephone, water or sewer to service an existing use and will not extend more than twenty-five hundred (2500) linear feet within the shorelines of the state.

103104. Littoral – The area of the shore from the OHWM waterward to a depth of two meters below ordinary low water or to the maximum extent of non-persistent emergent plants.

104105. Littoral Drift –The mud, sand, or gravel material moved parallel to the shoreline in the nearshore zone by waves and current.

105106. Live-aboard boat – ~~a boat principally used as an over water residence. Principal use as an over water residence means that it is occupied in a single location for a period exceeding two months in any one calendar year. Live-aboards are licensed and designed for use as a mobile structure with detachable utilities or facilities, anchoring, and the presence of adequate self-propulsion and steering equipment to operate as a boat. A licensed boat designed as a~~

conventional recreational vessel with habitable cabin or quarters that is occupied in a single location for a period exceeding two months in any one calendar year. The live-aboard boat shall have self-propulsion and steering that is sufficient to move the vessel entirely under its own power and shall have detachable utilities or facilities and anchoring. The live-aboard boat must be of a design that is capable of safely navigating the waterway where it is located including being equipped to handle winds, waves, tides and currents. Typical terms for live-aboard boats are sailboat, cabin cruiser, trawler yacht, tug, motor yacht cruiser, motorsailer, multi-hulled power boat, sport fishing boat or similar vessel.

- ~~106~~107. Local Government** – any county, incorporated city, or town that contains within its boundaries shorelines of the state subject to chapter 90.58 RCW.
- ~~107~~108. Log Booming** – includes the placement or removal of logs and log bundles into and from the water, and the assembly and disassembly of rafts for waterborne transportation.

M

- ~~108~~109. Marina** - a water-dependent commercial use that consists of a system of piers, buoys, or floats which provides moorage for at least ten (10) boats. For the purposes of this Program, large community moorage facilities, yacht club facilities, and camp or resort moorage areas are also considered marinas. Boat launch facilities and supplies and services for small commercial or pleasure craft are often associated with marinas. Uses accessory to marinas may include fuel docks and storage, boating equipment sales and rental, repair services, public launching, bait and tackle shops, potable water, waste disposal, administration, parking, groceries, and dry goods.
- “Foreshore marinas” are marinas located waterward of the ordinary high water mark.
- “Backshore marinas” are marinas located landward of the ordinary high water mark. There are two common types of backshore marinas: (1) a wet-moorage marina that is dredged out of the land artificially creating a basin; and (2) a dry-moorage marina that has upland storage with a hoist, marine travel lift, or ramp for water access.
- ~~109~~110. Marine Railway** – a set of steel rails running from the upland area into the water upon which a cart or dolly can carry a boat to be launched.
- ~~140~~111. Marine Travel Lift** – a mechanical device that can hoist vessels off trailers and transport them into the water. Often associated with dry land moorage.
- ~~141~~112. May** - means the action is acceptable, provided it conforms to the provisions of this Program.
- ~~142~~113. Merchantable Trees** - live trees, 6 inches in diameter at breast height (DBH) and larger, unless documentation of current, local market conditions are submitted and accepted by the local jurisdiction indicating non-marketability. "Merchantable trees" shall not include trees smaller than 4 inches DBH.

- ~~113~~114. Mining** - the removal of sand, gravel, soil, minerals, and other earth materials for commercial and other uses (*WAC 173-26-241*).
- ~~114~~115. Mitigation** – to avoid, then minimize and compensate for unavoidable adverse impacts to shoreline ecological functions and processes.
- ~~115~~116. Mitigation, Compensatory** – an action to reduce the severity of effects from an action that may cause potential impacts to functions and values of critical areas and their buffers.
- ~~116~~117. Mixed-use Project** - developments that include a combination of components, such as residential uses, hotels, marinas, habitat improvement actions, public access provisions, and other uses.
- ~~117~~118. Moorage** - a pier, dock, buoy or float, either fixed or floating, to which boats may be secured.
- ~~118~~119. Moorage Facility, Community** - a moorage for pleasure craft and/or landing for water sports for use in common by shoreline residents of a certain subdivision, hotel, motel, or multi-family residential development within shoreline jurisdiction; or for use by patrons of a public park or quasi-public recreation area, including rental of non-powered craft. A community moorage facility is a marina (Definition #106) if:
- it provides commercial goods or services;
 - it is of a large scale (more than ten slips);
 - moorage is proposed to be leased to upland property owners; or
 - the proposal includes a boat launching facility other than a ramp.
- ~~119~~120. Moorage Facility, Joint Use** - a moorage for pleasure craft and/or landing for water sports for use in common by shoreline residents on adjacent or neighboring lots each with water frontage. A joint-use moorage facility is a marina (Definition #106) if:
- it provides commercial goods or services;
 - it is of a large scale (more than ten slips);
 - moorage is proposed to be leased to upland property owners; or
 - the proposal includes a boat launching facility other than a ramp.
- ~~120~~121. Mooring Buoy** - a floating object anchored to the bottom of a water body that provides tie-up capabilities for boats or watercraft.
- ~~121~~122. Multi-Family Residence** - a building containing two or more dwelling units including but not limited to duplexes, apartments, and condominiums.
- ~~122~~123. Must** - means a mandate; the action is required.

N

- ~~123~~124. Natural/Existing Topography** – the topography of the lot, parcel, or tract of real property immediately prior to any site preparation or grading including excavation and filling.

- 124125. Navigational Channels** - are those routes on the waters of state beyond the outer harbor line, commonly used by ships for useful commerce.
- 125126. Navigable Waters** - a body of water is capable or susceptible of having been or being used for the transport of useful commerce. The state of Washington considers all bodies of water meandered by government surveyors as navigable unless otherwise declared by a court (WAC 332-30-106).
- 126127. Non-conforming Structure** – a structure that was lawfully constructed or established prior to the effective date of the applicable Act or Program provision, and which no longer conforms to the applicable shoreline provisions (WAC 173-27-080(1)).
- 127128. Non-conforming Use** - use or activity that was lawfully established prior to the effective date of the applicable Act or Program provision, and which no longer conforms to the applicable shoreline provisions. (WAC 173-27-080(1))
- 128129. Non-Water-Oriented Use or Activity** - a use or activity that is not water-dependent, water-related, or water-enjoyment.
- 129130. Normal Maintenance** - includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition (WAC 173-27-040(2)(b)). See also “normal repair”.
- 130131. Normal Repair** - to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment (WAC 173-27-040(2)(b)). See also “normal maintenance”.
- 131132. Noxious Weeds** - Non-native plants that are destructive, competitive, and difficult to control as defined by the Washington State Noxious Weed Control Board.

O

- 132133. Ordinary High Water Mark (OHWM)** - that mark found by examining the bed and banks of a body of water and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition exists on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with permits issued by a local government or Ecology: Provided that in any area where the ordinary high water mark cannot be found, the ordinary high

water mark adjoining salt water shall be the line of mean higher high tide and the OHWM adjoining fresh water shall be the line of mean high water (RCW 90.58.030(2)(b) and WAC 173-22-030(6)).

133134. Over-water Structure - a structure or other construction located waterward of the Ordinary High Water Mark (OHWM) or a structure or other construction erected on piling above the surface of the water, or upon a float.

P

134135. Parking - the temporary storage of automobiles or other motorized vehicles. Temporary storage of vehicles for import or export in port areas shall not be considered parking.

135136. Parking, Accessory - is that which directly serves an approved shoreline use.

136137. Parking, Primary - parking that is the principal use on the property, not accessory to another use.

137138. Party of Record - includes all persons, agencies or organizations who have submitted written comments in response to a public notice; presented testimony in a formal public hearing; or notified the city of their desire to receive a copy of the final decision; and who have provided a complete, accurate, and current address for delivery of such decision by mail.

138139. Permitted Use – a use that is allowed under the rules and regulations of this Program.

139140. Permit - any substantial development, variance, conditional use permit, or revision authorized under this Program (WAC 173-27-030(13)).

140141. Pier - a fixed platform structure supported by piles in a water body that abuts the shore to provide landing for water-dependent recreation or moorage for boats or watercraft or to provide access to a floating dock.

141142. Pierhead Line - the waterward limit to which open pile work may be constructed as designated by the Federal government.

142143. Point – a low profile shoreline promontory of more or less triangular shape, the top of which extends seaward. A point may be the wavecut shelf remnant of a headland bluff or a purely accretional deposit that began as a hooked spit and becomes a point by subsequently closing the lagoon gap between the headland and the tip of the hook. Points are characterized by converging berms that normally enclose a lagoon, marsh, or meadow, depending on the point's stage of development.

143144. Port – a municipal corporation that is a special purpose district of local government authorized by the Washington State Constitution and regulated by RCW Chapter 53.

144145. Potentially Harmful Materials - means hazardous materials as defined at VMC Section 14.26.110 as well as other materials including, but not limited to, the following which, if discharged or improperly disposed, may present a risk to water resources:

Petroleum products including but not limited to petroleum fuel and petroleum-based coating and preserving materials; oils containing PCBs; antifreeze and other liquid automotive products; metals, either in particulate or dissolved form, in concentrations above established regulatory standards; flammable or explosive materials; radioactive material; used batteries; corrosives, acids, alkalis or bases; paints, stains, resins, lacquers or varnishes; degreasers; solvents; construction materials; drain cleaners and other toxic liquid household products; pesticides, herbicides, fungicides or fertilizers unless applied in accordance with local, state and federal standards; steam cleaning and carpet cleaning wastes; pressure cleaning wastes; car wash water; laundry wastewater; soaps, detergents, ammonia; swimming pool backwash; chlorine, bromine, and other disinfectants; heated water; domestic animal wastes; sewage; recreational vehicle waste; animal carcasses, excluding salmonids; food wastes; pharmaceuticals and personal care products; collected lawn clippings, leaves or branches; trash or debris; silt, sediment or gravel; dyes; and untreated or unapproved wastewater from industrial processes.

- 145146. Program** - the Shoreline Master Program developed pursuant to the Shoreline Management Act (RCW 90.58), adopted by the city and approved by Ecology.
- 146147. Project Area** – the area which will be directly physically affected by a proposed development.
- 147148. Provisions** - policies, regulations, standards, guideline criteria or environment designations.
- 148149. Public Access** - is the physical ability of the general public to reach, touch and enjoy the water's edge, to travel on the waters of the state, and to view the water and the shoreline from adjacent locations (WAC 173-26-221).
- 149150. Public Interest** - the interest shared by the citizens of the state or community at large in the affairs of government, or some interest by which their rights or liabilities are affected including, but not limited to, an effect on public property or on health, safety, or general welfare resulting from a use or development (WAC 173-27-030(14)).

Q

- 150151. Qualified Professional** - a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4).

R

- 151152. Recreational Use** – a use and related structures for the provision of recreational activities, as follows:
- a. Active recreational uses/facilities or uses** – involve indoor or outdoor activities with a large number of participants or viewers; require a moderate to high level of infrastructure and maintenance; generate high noise levels. Sports

fields, golf courses, skate parks, and motorized boating are examples of active recreational uses or facilities.

b. Passive recreational uses/facilities - involve a small number of participants or viewers; require a low to moderate level of infrastructure development and maintenance; generate little noise; and are compatible with open space and natural resource protection. Wildlife viewing, non-vehicular trails, fishing, canoeing and picnicking are examples of passive recreational uses and facilities.

152153. Recreational Vehicle – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

153154. Residential Development - is the development on shorelands of single-family and multi-family residences and their normal appurtenances, and the creation of new residential lots through land division.

154155. Restoration– means to reestablish or upgrade impaired ecological processes or functions. This may be accomplished through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions (WAC 173-26-020(31)).

155156. Revetment - a sloped wall constructed of riprap or other material placed on stream banks or other shorelines to retard bank erosion and minimize lateral stream movement. A revetment typically slopes waterward and has rough or jagged facing. The slope differentiates it from a bulkhead that is a vertical structure.

156157. Right-of-Way (ROW) - The property held by the city or other governmental jurisdiction for existing and/or future public access including land occupied or intended to be occupied by a street, crosswalk, pedestrian and bike paths, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, street trees or other special use. The usage of the term right-of-way for land division purposes shall mean that every right-of-way hereafter established and shown on a plat or map is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.

157158. Rip-Rap - is a foundation or retaining wall of stones or rock placed along the water's edge or on an embankment to prevent erosion.

158159. Rock Weir – See “Groin.”

S

159160. Setback –the distance an activity, building, or structure must be located from the Ordinary High Water Mark.

- ~~160~~161. Shall** - a mandate; the action must be done.
- ~~161~~162. Shorelands** - those lands extending landward for two hundred feet in all directions as measured on a horizontal plane from the OHWM; floodways and contiguous floodplain areas landward two hundred feet from such floodways (minimum extent) or to the outer extent of the floodplain (maximum extent); and all wetlands and river deltas associated with the streams, lakes and tidal waters that are subject to the provisions of this program, as may be amended; the same to be designated as to location by Ecology, as defined by RCW 90.58. (See Section 2.1.)
- ~~162~~163. Shoreline Administrator** - is the city's Planning Official or his/her designee responsible for administering this Program.
- ~~163~~164. Shoreline Designations** - the categories of shorelines established by this Program in order to provide a uniform basis for applying policies and use regulations within distinctively different shoreline areas.
- ~~164~~165. Shoreline Ecological Functions** - the work performed or role played by the physical, chemical, and biological processes that contribute to the maintenance of the aquatic and terrestrial environments which constitute the shoreline's natural ecosystem (*WAC 173-26-200 (2)(c)*).
- ~~165~~166. Shoreline Jurisdiction** - all "shorelines of the state" and "shorelands" as defined in RCW 90.58.030.
- ~~166~~167. Shoreline Master Program or Program** - means the comprehensive use plan for a described area, and the use regulations together with maps, diagrams, charts, or other descriptive material and text, a statement of desired goals, and standards developed in accordance with the policies enunciated in RCW 90.58.020. See Section 1.8 for complete details.
- ~~167~~168. Shoreline Modifications** - those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a dike, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, dredging or application of chemicals.
- ~~168~~169. Shoreline Restoration Project** – a project designed to restore impaired ecological function of a shoreline.
- ~~169~~170. Shoreline Stabilization** – includes actions taken to address erosion impacts to property and structures caused by processes such as current, flood, wind, or waves. These actions include structural and non-structural methods. Structural measures include but are not limited to bulkheads, revetments, and riprap. Non-structural measures include building setbacks, relocation of structures, and bioengineered methods that use vegetation or wood.
- ~~170~~171. Shoreline Substantial Development Permit** - is the permit required by this Program for uses which meet the definition of substantial developments.
- ~~171~~172. Shorelines** - means all of the water areas of the state, including reservoirs, and their associated shorelands, together with the lands underlying them, except: (a)

shorelines of statewide significance; (b) shorelines on segments of streams upstream of a point where the mean annual flow is twenty (20) cubic feet per second or less, and the wetlands associated with such upstream segments; and (c) shorelines on lakes less than twenty (20) acres in size and wetlands associated with such small lakes. See RCW 90.58.030(2)(d) and WAC 173-18, 173-26 and 173-22.

172173. Shorelines Hearing Board (SHB) – a quasi-judicial body established by the Shoreline Management Act of 1971 to hear appeals by any aggrieved party on the issuance of a substantial development permits, conditional uses, variance or, enforcement penalties.

173174. Shorelines of Statewide Significance – a select category of shorelines of the state, defined in RCW 90.58.030(2)(f), where special policies and regulations apply, and described below:

- a. Those lakes, whether natural, artificial, or a combination thereof, with a surface acreage of 1,000 acres or more, measured at the ordinary high water mark;
- b. Those natural rivers or segments thereof, downstream of a point where the mean annual flow is measured at 1,000 cubic feet per second, or more, and
- c. Their associated shorelands.

174175. Shorelines of the State – are the total of all “shorelines” and “shorelines of statewide significance” within the state.

175176. Should - the particular action is required unless there is a demonstrated, compelling reason, based on policy of the Shoreline Management Act and WAC 173-26, against taking the action.

176177. Sign - A sign is any structure, device, advertisement, advertising device, or visual representation intended to advertise, identify, or communicate information to attract the attention of the public for any reason. Informational signs are non-commercial and intended to communicate safety, directional, navigation, educational, or interpretive information.

177178. Significant Vegetation Removal – the removal or alteration of trees, shrubs, and /or ground cover by clearing, grading, cutting, burning, chemical means, or other activity that causes significant ecological impacts to functions provided by such vegetation. The removal of invasive or noxious weeds does not constitute significant vegetation removal. Tree pruning, where it does not affect ecological functions does not constitute significant vegetation removal (WAC 173-26-020(33)).

178179. Single-Family Residence - a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are a normal appurtenance.

179180. Solid Waste Facility - refers to any land or structure where solid waste is stored, collected, transported, or processed in any form, whether loose, baled or containerized, including but not limited to the following: transfer stations,

landfills, or solid waste loading facilities. Solid waste handling and disposal facilities do not include the following: handling or disposal of solid waste as an incidental part of an otherwise permitted use; and solid waste recycling and reclamation activities not conducted on the same site as and accessory to the handling and disposal of garbage and refuse.

- 180181**. **Stormwater** - runoff during and following precipitation and snowmelt events, including surface runoff and drainage.
- 181182**. **Stream** - Water contained within a channel, either perennial or intermittent, and classified according to WAC 222-16-030 or WAC 222-16-031. Streams also include natural watercourses modified by humans. Streams do not include drainage ditches which are not modifications of natural watercourses.
- 182183**. **Structure**- a permanent or temporary edifice or building or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels (WAC 173-27-030(15)).
- 183184**. **Subdivision** – the division or re-division of land, including short subdivision, for the purpose of sale, lease, or conveyance.
- 184185**. **Substantial Development** - "Substantial development" shall mean any development of that the total cost or fair market value exceeds five thousand seven hundred and eighteen dollars (\$5,718), or as adjusted by the State Office of Financial Management, or any development that materially interferes with the normal public use of the water or shorelines of the state, except as specifically exempted pursuant to RCW 90.58.030(3)(e).
- 185186**. **Substantially Degrade** - to cause significant ecological impact (WAC 173-26-020(35)).
- 186187**. **Surface Water** - water that flows across the land surface, in channels, or is contained in depressions in the land surface, including but not limited to ponds, lakes, rivers, and streams.

T

- 187188**. **Terrestrial** – of or relating to land as distinct from air and water.
- 188189**. **Transfer Facility** – See “Solid Waste Facility.”
- 189190**. **Transmit** - to send from one person or place to another by mail or hand delivery. The date of transmittal for mailed items is the date that the document is certified for mailing or, for hand-delivered items, is the date of receipt at the destination (WAC 173-27-030(16)).
- 190191**. **Transportation Facility** - a road, railway, bridge and related structures such as culverts, fills, embankments, causeways, and the relevant essential public facilities identified in WAC 365-196-550 for the purpose of moving people or freight using motorized or non-motorized means of transport.

U

- 191192. Upland** – generally described as the dry land area above and landward of the OHWM.
- 192193. Utilities** - services and facilities that produce, convey, store, or process power, water, wastewater, stormwater, gas, communications, oil, and the like, including the relevant essential public facilities identified in WAC 365-196-550.
- 193194. Utilities, Accessory** - are on-site utility features serving a primary use, such as a water, sewer, or gas line to a residence, and shall be considered a part of the primary use.

V

- 194195. Variance** - is a means to grant relief from the specific bulk, dimensional or performance standards set forth in the applicable master program and not a means to vary a use of a shoreline. See RCW 90.58.160. (WAC 173-27-030(17)).
- 195196. Vegetation Conservation** - includes activities to protect and restore vegetation along or near marine and freshwater shorelines that contribute to the ecological functions of shoreline areas. Vegetation conservation provisions include the prevention or restriction of plant clearing and earth grading, vegetation restoration, and the control of invasive weeds and nonnative species (WAC 173-26-221).
- 196197. Vessel** - See “Boat.”
- 197198. View Corridor** - portion of a viewshed, often between structures or along thoroughfares. View corridors may or may not be specifically identified and reserved through development regulations for the purpose of retaining the ability of the public to see a particular object (such as a mountain or body of water) or a landscape within a context that fosters appreciation of its aesthetic value.

W

- 198199. Water-dependent Use or Activity** - a use or a portion of a use which requires direct contact with the water and cannot exist at a non-water location due to the intrinsic nature of its operations.
- 199200. Water-enjoyment Use or Activity** - a recreational use or other use that facilitates public access to the shoreline as a primary characteristic of the use; or a use that provides for recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general characteristic of the use and that through location, design, and operation ensures the public's ability to enjoy the physical and aesthetic qualities of the shoreline. In order to qualify as a water-enjoyment use, the use must be open to the general public and the shoreline-oriented space within the project must be devoted to the specific aspects of the use that fosters shoreline enjoyment.

- 200201**. **Water-oriented Use or Activity** - a use that is water-dependent, water-related, or water-enjoyment, or a combination of such uses.
- 201202**. **Water Quality** - the characteristics of water within shoreline jurisdiction, including water quantity, hydrological, chemical, aesthetic, recreation-related, and biological characteristics.
- 202203**. **Water Quantity** - For the purposes of this program, refers only to development and uses affecting water quantity, such as impermeable surfaces and storm water handling practices. Water quantity, for purposes of this Program, does not mean the withdrawal of ground water or diversion of surface water pursuant to RCW 90.03.250 through 90.03.340 (WAC 173-26-020(42)).
- 203204**. **Water-related Use or Activity** – a use or portion of use that is not intrinsically dependent on a waterfront location but whose economic viability is dependent upon a waterfront location because:
- a. of a functional requirement for a waterfront location such as the arrival or shipment of materials by water or the need for large quantities of water or,
 - b. the use provides a necessary service supportive of the water-dependent uses and the proximity of the use to its customers make its services less expensive and/or more convenient.
- 204205**. **Water Resources** – Means surface water, stormwater, and groundwater.
- 205206**. **Watershed Restoration Plan** - a plan, developed or sponsored by WDFW, Ecology, DNR, the Washington Department of Transportation, a federally recognized Indian tribe acting within and pursuant to its authority, a city, a county, a special purpose agency such as the Lower Columbia Fish Recovery Board, or a conservation district that provides a general program and implementation measures or actions for the preservation, restoration, recreation, or enhancement of the natural resources, character, and ecology of a stream, stream segment, drainage area, or watershed for which agency and public review has been conducted pursuant to chapter 43.21C RCW, the State Environmental Policy Act.
- 206207**. **Watershed Restoration Project** - a public or private project authorized by the sponsor of a watershed restoration plan that implements the plan or a part of a the plan and consists of one or more of the following activities (RCW 89.08.460):
- a. A project that involves less than ten miles of stream reach, in which less than twenty-five (25) cubic yards of sand, gravel, or soil is removed, imported, disturbed or discharged, and in which no existing vegetation is removed except as minimally necessary to facilitate additional plantings;
 - b. A project for the restoration of an eroded or unstable stream bank that employs the principles of bioengineering, including limited use of rock as a stabilization only at the toe of the bank, and with primary emphasis on using native vegetation to control the erosive forces of flowing water; or

- c. A project primarily designed to improve fish and wildlife habitat, remove or reduce impediments to migration of fish, or enhance the fishery resource available for use by all of the citizens of the state, provided that any structure, other than a bridge or culvert or instream habitat enhancement structure associated with the project, is less than two hundred square feet in floor area and is located above the ordinary high water mark of the stream.

207208. **Weir** - a structure in a stream or river for measuring or regulating stream flow.

208209. **Wetlands** - areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and which under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from non-wetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate the conversion of wetlands. Wetlands are designated at VMC 20.740.140.