

Anne McEnery-Ogle, Mayor

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

May 22, 2023

WORKSHOPS

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

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

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

https://www.cvtv.org/vid_link/35627?startStreamAt=0&stopStreamAt=6136

4:00-5:00 p.m. Quarterly Complete Streets Update

Kate Drennan, Principal Planner, 360-487-7959

Summary

Staff led Council through a discussion of the Quarterly Complete Streets Update.

5:00-6:00 p.m. Transportation System Plan Update

Kate Drennan, Principal Planner, 360-487-7959

Summary

Staff led Council through a discussion of the Transportation System Plan Update.

Councilmembers Fox and Harless were absent from the Workshops.

COUNCIL DINNER / EXECUTIVE SESSION RE: PERSONNEL [RCW 42.30.110(1)(f)] (30 min)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 6:00-6:30 p.m. to discuss Personnel.

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/35629?startStreamAt=0&stopStreamAt=4782

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: Councilmembers Fox and Harless

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to excuse Councilmembers Fox and Harless.

Approval of Minutes

Minutes - April 17, 2023

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of April 17, 2023.

Minutes - April 24, 2023

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of April 24, 2023.

Minutes - May 1, 2023

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried unanimously to approve the meeting minutes of May 1, 2023.

Proclamations: Asian American, Native Hawaiian and Pacific Islander Heritage Month (Indian American and Filipino); Memorial Day at the Vancouver Barracks

Mayor McEnery-Ogle read and presented a proclamation to Pawneet Sethi, member of the Chief's Diversity Advisory Team, and Nanu Iyer, member of SWWICCA, proclaiming May 2023 as Asian American, Native Hawaiian, and Pacific Islander Heritage Month with a spotlight on Indian Heritage.

Mayor McEnery-Ogle read and presented a proclamation to Enrico Tadeo, Honorary Consul to the Philippines Honorary Consulate, proclaiming May 2023 as Asian American, Native Hawaiian, and Pacific Islander Heritage Month with a spotlight on Filipino Heritage.

Mayor McEnery-Ogle read and presented a proclamation to Larry Smith, Retired Army Colonel and Chair of CMAC, proclaiming May 29, 2023 as Memorial Day at Vancouver Barracks.

Community Communications

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

- Heidi Cody, Vancouver
- Kenneth Harrison, Vancouver
- Don Steinke, Vancouver
- Cathryn Chudy, Vancouver
- Kimberlee Goheen Elbon, La Center, WA

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

Consent Agenda (Items 1-7)

Council requested items 1 and 4 be pulled for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried unanimously to approve items 2, 3, 5, 6 and 7 on the Consent Agenda.

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve item 1 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve item 4 on the Consent Agenda.

1. **Approval of donation agreement of east terminus of Renaissance Trail**

improvements

Staff Report: 094-23

The Renaissance Trail along Columbia Shores was originally completed in 1997 and extends the length of this development to its eastern terminus near the Merriweather condominium. Since its opening, this segment of the waterfront trail has been the most heavily used trail segment throughout Clark County, well exceeding 1 million users annually.

Currently, the eastern terminus of this segment ends in approximately 10,000 square foot unused, unimproved, privately owned former industrial parcel, which is open to the trail end, but fenced on its north and east sides.

Since opening, the stub end of this segment of the trail has remained an unattractive, unimproved former industrial site. In 2021, former City employee Jill Brown began exploring with the City Manager's Office and community members the potential of improving this terminus through a beautification project that would enhance the aesthetics and functionality of this terminus, creating a space that reflects and honors the spirit of community and public service that contributes to Vancouver's vibrancy. Improvements would include extension of the trail to the eastern fence, brick pavers, benches to allow for river viewing, as well as landscaping. A conceptual plan for the improvement is included as Attachment A. The final design is expected to incorporate low maintenance amenities plantings and amenities, as well as reflect crime and nuisance prevention through environmental design (CPTED).

The site is currently privately owned by the Evans W VanBuren Trust, and under long term lease to Killian Pacific. Killian Pacific has agreed in concept to donate use of this land for these purposes for the life of their lease. The Parks Foundation of Clark County has agreed to be the "fiscal agent", accepting cash donations and stewardship of the project through completion prior to acceptance by the City. The City is expected to contribute permitting support and accept the final improvements for operations and maintenance upon completion. The attached draft three-party donation agreement contemplates these roles and commitments.

Ms. Brown is organizing a series of in-kind and financial pledges sufficient to complete the project. She has also reached out to adjacent property owners regarding the potential improvement, raising awareness and support. To date, OTAK has contributed design services. Finalization of other contributions is dependent upon confirmation that the City will accept donation of the completed improvements, the purpose of this donation acceptance agreement.

Request: Authorize the City Manager to execute the donation acceptance agreement and any related documents necessary for implementation.

Eric Holmes, City Manager, 360-487-8600

Motion approved the request.

2. **Interlocal Agreement between City of Vancouver and Discovery Clean Water Alliance for Coordination of Columbia River Water Quality Monitoring Program**

Staff Report: 095-23

Water quality monitoring data for the Columbia River reach between River Mile 110

to river mile 88 is limited to the 2018 and 2019 Columbia River Water Quality Monitoring Program. Ecology periodically conducts updates to its water quality condition determinations for water bodies across Washington, including the Columbia River, based on new data submitted to their Environmental Information Management System (EIM). The City and Alliance have an interest to provide updated water quality data to the EIM to ensure that Ecology can make appropriate assessments of the river's water quality.

City staff and their contractor are currently preparing to collect samples at many sites along the Columbia River reach and compiling analytical data in preparation for submittal to the EIM. This activity will occur during the periods June through September during in 2023.

Request: Approve the Interlocal Agreement by and between the City of Vancouver and Discovery Clean Water Alliance as provided in the Attachment.

Frank Dick, Wastewater Engineering Supervisor, 360-487-7179

Motion approved the request.

3. **2023 Affordable Housing Fund recommendations**

Staff Report: 096-23

A RESOLUTION relating to low-income housing; providing for adoption of 2023 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2023 Council approved funding awards; providing for Severability and an Effective Date.

In October 2022, the City accepted AHF applications through the annual CDBG and HOME application process to award 2023 AHF funding for Temporary Shelter and Housing Assistance and Services. The four projects recommended for funding award all remaining funds for the 2017 – 2023 AHF levy for these funding categories. The City will hold an additional application process to award remaining AHF funds for Housing Production and Preservation in June 2023.

The City received a total of five proposals requesting \$2,279,836. Four of these proposals were recommended for funding. The remaining proposal, Bridgeview Resource Center's Housing Assistance and Services program, will be funded through the AHF award for Council for the Homeless' Consortium Rental Assistance project. Bridgeview Resource Center is currently in the process of joining the Consortium.

The Committee recommended AHF funding of \$3,500,000 for Housing Assistance and Services and \$730,000 for Temporary Shelter, totaling \$4,230,000 to serve 1,237 households. In order to ensure continuity of essential housing services, these awards include two-year contracts for the Council for the Homeless' Consortium Rental Assistance project and Share's WHAT Shelter. These recommendations are also consistent with the AHF's administrative goals to award all remaining 2017 – 2023 funds before the renewal of the AHF levy in 2024.

Agency	Project Name	Amount Requested	Recommended funding	Outcomes	Project Description
HOUSING ASSISTANCE & SERVICES					
Council for the Homeless	Consortium Rental Assistance	\$1,500,000	\$3,500,000* *Two-year contract including Bridgeview Resource Center	372+ households	Consortium that assists with security deposits, rent and utilities to help households experiencing, or at risk of, homelessness afford housing.
Bridgeview Resource Center	Rental Assistance	\$250,000	Included above	-	-
TEMPORARY SHELTER					
Council for the Homeless	HSC Motel Voucher Program	\$150,000	\$150,000	575 households	Emergency motel vouchers for households experiencing homelessness when shelters are full.
Share	WHAT Shelter	\$200,250	\$400,500* *Two-year contract	140 households	Shelter for single women experiencing homelessness
YWCA Clark County	SafeChoice Emergency Shelter Motel Vouchers	\$179,586	\$179,500	150 households	Emergency motel vouchers for victims of domestic violence when SafeChoice shelter is full.
Totals		\$2,029,836	\$4,230,000	1,237 households	

AHF Status and Updates

Since its creation through a tax levy approved in 2016, the AHF has awarded \$35.8 million to support 52 projects for construction, rehabilitation, acquisition, and preservation of affordable housing and Temporary Shelter support in the City of Vancouver for residents earning less than 50% AMI. AHF funds are leveraged with tax credits and other funding to support a total housing investment of \$284.5 million.

With these award recommendations, the City has allocated all funding from the Temporary Shelter and Housing Services allocations through the end of the current AHF levy in 2023. Funding from the Housing Production & Preservation allocation will be made available through an application process in June 2023.

Request: Approve a resolution adopting the proposed 2023 Affordable Housing Fund awards for housing acquisition and temporary shelter.

Samantha Whitley, Housing Programs Manager, 360-487-7952

Motion adopted Resolution M-4225 to approve the request.

4. Approval of Contract with Do Good Multnomah for Management of Safe Stay Communities 4 and 5

Staff Report: 097-23

At a recent ECHO meeting, Council for the Homeless shared that there were 1151 individuals on the shelter waitlist, and all existing shelter beds were full, which is the norm in Clark County. An estimated 500-600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to the individuals experiencing unsheltered homelessness, as well as the rest of the community and the environment. At this time, our community does not have an adequate supply of shelter or housing options to meet the growing need. This Council has observed that many individuals who live outdoors on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by outdoor habitation. Single female encampment occupants experience a disproportionately

high incidence of violent crime as compared to other people. Families with children who live outdoors as a result of a lack adequate shelter are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education. In 2022, at least 23 individuals in our community died while experiencing unsheltered homelessness, and there have been at least 6 who have died without shelter from January-March of this year.

Simultaneously, Council has also observed that the City's sensitive ecological areas are adversely impacted by secondary impacts of outdoor habitation. The City's sensitive waterways, water treatment facilities, stormwater and wastewater facilities are particularly vulnerable to impacts of illegal dumping and improper disposal of human waste. In 2022, HART removed more than 700 tons of solid waste from encampments city-wide. Additionally, individuals living outdoors in greenways and wooded areas, who utilize fire as a source of heat, or to cook with, increase the potential for wildfire in those areas, particularly during our dry/summer months. While we've addressed the most vulnerable/sensitive areas through City ordinance, and HART works to mitigate impacts as much as possible, negative environmental impacts from people living outdoors will persist as long as there are not enough indoor options for people experiencing homelessness to be.

In an effort to reduce the aforementioned negative impacts of unsheltered homelessness, provide for greater safety, stability, and access to needed services for individuals experiencing unsheltered homelessness, and to remain in compliance with Martin v. Boise, this Council has approved the establishment of city-sponsored Safe Stay Communities in designated areas. These Communities are managed and supported by contracted service providers who works to:

- ensure safety and sanitation within and immediately surrounding the designated Communities,*
- assist Safe Stay Community residents with obtaining stability, accessing needed resources, and transitioning into more permanent housing situations, and*
- proactively engage with the surrounding neighborhoods to mitigate potential negative impacts to the neighborhoods, facilitate neighborhood participation and volunteer opportunities within the designated Community, and encourage participation in neighborhood/community events, neighborhood association meetings, etc. amongst Safe Stay Community residents.*

Our existing Safe Stay Communities have met those expectations in the neighborhoods they exist in, but because of the number of people still waiting to get indoors, more sites are needed; and because of the shortage in nonprofit providers with the capacity to provide those needed services, growing provider capacity is also still needed.

Do Good Multnomah started in 2015 as a low-barrier shelter for veterans experiencing homelessness. Since that time, the organization has expanded to offer a variety of homeless support services, which include motel shelter programs, permanent supportive housing, micro-shelter/transitional housing villages, and mobile supportive services to both veterans and non-veterans experiencing homelessness. Do Good Multnomah works directly with, and is supported by, City of Portland and the Joint Office of Homeless Services/Multnomah County. Across the months of March and April this year, Do Good Multnomah assisted with housing 41 individuals from their various shelter and transitional housing programs.

Do Good Multnomah was selected through a competitive RFP process, not only because of their experience and success, but because their mission, values, and service delivery model are in alignment with those of the City of Vancouver, as an organization, and with our expectations of service delivery at Safe Stay Communities. Their mission is to inspire dignity, sustainability and purpose; they place great emphasis on community-building both within and outside of their facilities/programs; and they have a clear understanding of the needs and barriers experienced by the individuals served. Do Good Multnomah provides low-barrier services, and those services are paired with a high amount and quality of individualized support and accountability as needed. They have a deep understanding of the fact that housing people before they are ready, without the proper supports, and/or in a housing situation that is not sustainable, can cause greater trauma and barriers to individuals.

City of Vancouver staff has visited St. Johns Village, one of the micro-shelter villages operated by Do Good Multnomah as transitional/bridge housing and closest in type to our Safe Stay Communities and were impressed by everything about it. The village is on privately owned property being leased for this project, it was clean and peaceful, residents were participating in site chores, there were community gardens and other community spaces within the site, and it was obvious that the residents and operator take pride in their space. Additionally, the village fits seamlessly into the surrounding neighborhood, has a great deal of neighborhood and community support, which includes support from the preschool that is very close by, and both Do Good Multnomah and village residents are active participants in neighborhood meetings/events.

Request: Approve a professional services contract with Do Good Multnomah and authorize the City Manager or designee to execute a contract for delivery of supportive services and site management at city-sanctioned Safe Stay Communities 4 & 5.

Jamie Spinelli, Homeless Response Manager, 360-487-8610

Motion approved the request.

5. Moratorium Extension for Large Warehouse and Distribution Centers

Staff Report: 098-23

AN ORDINANCE extending for an additional period of six months the Vancouver City Ordinance M-4406, which declared an emergency and imposed a six-month temporary moratorium upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying such action and adopted by City Council, directing staff to continue efforts to develop recommendations addressing the circumstances necessitating the moratorium, and establishing an immediate effective date.

In December when the moratorium was enacted there were seven pre-development or development applications for large warehouse and distribution facilities between 275,000 square feet up to 680,000 square feet, which are much larger than typical

warehouses, for a total of 3.34 million square feet of proposed new warehouse structures.

Upon more recent review of the seven warehouses initially identified, one warehouse building was completed and issued an occupancy permit, and a second requires a zone change approval, and therefore staff reports that there are a total of five (5) warehouses in the development review or construction process, instead of seven, with a total of 2.8 million square feet of building space.

These extremely large facilities appear to be a growing trend in response to an increased demand for online shopping and parcel delivery, and the size of these new types of facilities and fast pace of this change is a growing concern in other communities throughout the U.S.

Such facilities consume vast amounts of limited industrial land yet provide very few jobs per acre and offer typically low skill and low wage positions and are therefore not a high priority use in the Clark County Economic Development Plan, which the City has adopted.

A primary concern is the land-intensive nature of these large warehouses and low job creation, but other issues such as air pollution, implications on the City's climate action goals, increase in truck traffic to vulnerable neighborhoods, and appropriately locating such warehouses near major arterial routes and highways need to be analyzed.

On February 6, 2023, City Council affirmed the moratorium but, in order to minimize impacts to local manufacturers or business-to-business storage needs, requested that the scope be narrowed as follows: 1) increase the total size of warehouse projects subject to the moratorium from 100,000 square feet to 250,000 square feet; 2) exempt the Port of Vancouver from the moratorium on property owned by the Port and provided that any warehouse is for shipment of bulk goods, not home delivery of retail goods; and 3) exempt warehouse facilities that are exclusively for traded sector goods.

Early analysis indicates that there are very few vacant or underdeveloped industrial parcels that could accommodate a warehouse of 250,000 square feet or larger, however several large parcels would be vulnerable to a large warehouse project becoming vested to existing standards if the moratorium is not extended to allow more time for new land use and development standards to be adopted.

Request: On Monday, May 22, 2023, approve ordinance on first reading, setting date of second reading and public hearing for Monday, June 5, 2023.

*Chad Eiken, Community Development Director, 360-487-7882;
Bryan Snodgrass, Principal Planner, 360-487-7946*

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

Motion approved the request.

6. Appointments to the Transportation and Mobility Commission

The Transportation and Mobility Commission provides advice to Vancouver City Council, the City Manager and city staff on a variety of transportation and mobility-

related projects, programs and policies. It also provides ongoing feedback and guidance on development of citywide transportation policy through the update of the city's Transportation System Plan.

Council Committee 1 recently interviewed nine candidates for the following two mid-term seats on the Transportation and Mobility Commission:

- *Person who drives as their primary mode of transportation*
- *Person with expertise or experience in transportation planning, design, engineering, maintenance or operations*

Committee 1 recommends the appointments of Soroush Mohandessi to the seat representing a driver as primary mode of transportation and Thinh Phan to the seat representing a transportation professional. The position representing the driver will begin immediately and expire Dec. 31, 2025. The term for the position representing a transportation professional would begin immediately and expire Dec. 31, 2023; due to the timing of the appointment and to ensure efficiency and continuity of the Commission's operations, Committee 1 recommends appointing Mr. Phan for a full three-year term following the conclusion of the current mid-term, expiring Dec. 31, 2026.

If there are no objections, we would like to make these appointments at the Monday, May 22, 2023, City Council meeting.

Request: Appoint to the Transportation and Mobility Commission Soroush Mohandessi, term beginning immediately and expiring Dec. 31, 2025, and Thinh Phan, term beginning immediately and expiring Dec. 31, 2026.

Council Committee 1 (Hansen, Paulsen, Perez)

Motion approved the request.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for May 22, 2023.

Motion approved claim vouchers in the amount of \$11,466,154.99.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

State Legislative Wrap Up

Aaron Lande, Program and Policy Development Manager, and Brian Enslow, Contract State Lobbyist, discussed the State Legislative Wrap Up.

Adjournment

7:49 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Comment for #5, May 22 Council Meeting
Date: Monday, May 22, 2023 8:13:19 AM

Hello,

We received this message in the CMO inbox.

Thank you!

City Manager's Office

CITY OF VANCOUVER

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

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Jean M. Avery [REDACTED] >
Sent: Monday, May 22, 2023 4:22 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; City Council <council@cityofvancouver.us>
Subject: Comment for #5, May 22 Council Meeting

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

Please extend the warehouse moratorium.

As noted in the staff report, large warehouses:

- consume vast amounts of limited industrial land
- provide very few jobs per acre
- are land-intensive
- create air pollution and increased truck traffic.

Please vote FOR the extension. Thank you.

Jean M. Avery
Vancouver

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Comment for #5, May 22 Council Meeting
Date: Monday, May 22, 2023 10:32:09 AM

Sarah Dollar | Assistant to the City Council
CITY OF VANCOUVER, WASHINGTON
City Manager's Office
Pronouns: She/Her/Hers
www.cityofvancouver.us

From: Jean M. Avery <[REDACTED]>
Sent: Monday, May 22, 2023 4:22 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; City Council <council@cityofvancouver.us>
Subject: Comment for #5, May 22 Council Meeting

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

Please extend the warehouse moratorium.

As noted in the staff report, large warehouses:

- consume vast amounts of limited industrial land
- provide very few jobs per acre
- are land-intensive
- create air pollution and increased truck traffic.

Please vote FOR the extension. Thank you.

Jean M. Avery
Vancouver

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Please vote to approve Ordinance to Extend Moratorium on Large Warehouses and Distribution Centers (Item #12 on May 22, 2023)
Date: Monday, May 22, 2023 11:05:14 AM

Hello,

We received this message in the CMO inbox.

Thank you!

City Manager's Office

CITY OF VANCOUVER

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

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Cathryn Chudy <[REDACTED]>
Sent: Monday, May 22, 2023 11:00 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Eiken, Chad <Chad.Eiken@cityofvancouver.us>; Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Holmes, Eric <Eric.Holmes@cityofvancouver.us>
Subject: Please vote to approve Ordinance to Extend Moratorium on Large Warehouses and Distribution Centers (Item #12 on May 22, 2023)

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

Dear Mayor and City Council members,

Please vote to approve the Ordinance to Extend the Moratorium on Large Warehouses and Distribution Centers, as requested by staff.

At the urging of business and development interests, the scope of the Moratorium was narrowed in March, and modifying exemptions were granted.

The original timeline has been revised by staff and will actually require only about half of the time needed to complete public outreach and code development. Both of these elements are necessary and community protective.

Given previous concessions already made to business/development interests, it makes sense that our Council provide the requested time for staff to ensure that all community voices have an opportunity to weigh in through the public outreach sessions, and that appropriate limitations and development standards that fully address the impacts and concerns being considered, are completely formulated as planned.

Sincerely,

Cathryn Chudy

Vancouver, WA

[REDACTED]

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Warehouse moratorium vote
Date: Monday, May 22, 2023 11:46:03 AM

Hello,

We received this message in the CMO inbox.

Thank you!

City Manager's Office

CITY OF VANCOUVER

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

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Jim Byrne [REDACTED]
Sent: Monday, May 22, 2023 11:40 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Warehouse moratorium vote

You don't often get email from [REDACTED]. [Learn why this is important](#)

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

Dear Mayor and City Council members,

Please vote to approve the Ordinance to Extend the Moratorium on Large Warehouses and Distribution Centers, as requested by staff.

The original timeline has been revised by staff and will actually require only about half of the time needed to complete public outreach and code development. Both of these elements are necessary and community protective.

It makes sense that our Council provide the requested time for staff to ensure that all community voices have an opportunity to weigh in through the public outreach sessions, and that appropriate limitations and development standards that fully address the impacts and concerns being considered, are completely formulated as planned.

Sincerely,

Jim Byrne

Ridgefield WA, 98642

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW:
Date: Monday, May 22, 2023 11:46:50 AM

Hello,

We received this message in the CMO inbox.

Thank you!

City Manager's Office

CITY OF VANCOUVER

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

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Protect our children's future. Vote yes on 1287 and 1091 <[REDACTED]>
Sent: Monday, May 22, 2023 11:32 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject:

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

From Don Steinke

To the Vancouver City Council and staff

Hello everyone, my name is Don Steinke. (I taught science and math for 43 years, mostly at FVHS.)

I support the 6-month Moratorium Extension for Large Warehouse and Distribution Centers and the Action Requested by staff.

Initially I was concerned that your moratorium would drive warehouse development to the outskirts of the City, and yes there are several being proposed there, but as I understand it, they still need to comply with SEPA, and the County needs to comply with HB 1181 which became Washington State law about 3 weeks ago.

HB1181 amends GMA to require the fastest growing Counties and Cities in those Counties with a population over 6000 to reduce greenhouse gas emissions.

We can't reduce emissions if newcomers increase them. With that in mind, I wish to now focus on what your new ordinance should require.

- All new projects should be about 99% electric. That allows some places to have propane as a backup in case of emergency.
- All new parking lots should have enough conduit installed to provide for 100% battery electric trucks, cars, and forklifts.

- The building and parking lot should have enough solar panels to be net zero energy. They could pay for themselves in 12 years, and save money for the next 12. The building probably should also have a large stationary battery. The developer may not even have to pay for the solar panels. Clark Public Utilities right now is developing a Community Solar project on the buildings of the Port of Camas Washougal. The panels will be paid for and owned by businesses, governments, and private citizens. Clark Public Utilities will pay the owners for the energy produced.
- As of Jan 1, 2023, The California Energy Code requires installing solar power and battery storage for new commercial buildings. Vancouver can be the first in Washington to do that.

Our Climate Commitment Act requires polluters to purchase permits to pollute. That program will raise about \$1 billion per year to provide incentives for electric trucks, charging stations, solar panels, and grid improvements. It may also raise the price of fossil gas.

Fossil fuel infrastructure and heating systems are likely to be obsolete before they are paid for.

I support the 6-month Moratorium Extension for Large Warehouse and Distribution Centers and the Action Requested by staff.

Thanks for all you do. Don Steinke

Sent from [Mail](#) for Windows

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: CORRECTED, item # 5 - Please vote to approve Ordinance to Extend Moratorium on Large Warehouses and Distribution Centers (Item #5 on May 22, 2023 Agenda)
Date: Monday, May 22, 2023 11:47:44 AM

Hello,

We received this message in the CMO inbox.

Thank you!

City Manager's Office

CITY OF VANCOUVER

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

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Cathryn Chudy <[REDACTED]>
Sent: Monday, May 22, 2023 11:05 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Eiken, Chad <Chad.Eiken@cityofvancouver.us>; Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Holmes, Eric <Eric.Holmes@cityofvancouver.us>
Subject: Corrected, item # 5 - Please vote to approve Ordinance to Extend Moratorium on Large Warehouses and Distribution Centers (Item #5 on May 22, 2023 Agenda)

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

Please forgive the incorrect item # on previous email - this public comment is for Item #5 on tonight's City Council agenda.

Cathryn Chudy

----- Forwarded Message -----

Subject: Please vote to approve Ordinance to Extend Moratorium on Large Warehouses and Distribution Centers (Item #12 on May 22, 2023)
Date: Mon, 22 May 2023 10:59:57 -0700
From: Cathryn Chudy <[REDACTED]>
To: cmo@cityofvancouver.us
CC: Chad Eiken <chad.eiken@cityofvancouver.us>, Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>, Holmes, Eric <eric.holmes@cityofvancouver.us>

Dear Mayor and City Council members,

Please vote to approve the Ordinance to Extend the Moratorium on Large Warehouses and Distribution Centers, as requested by staff.

At the urging of business and development interests, the scope of the Moratorium was narrowed in March, and modifying exemptions were granted.

The original timeline has been revised by staff and will actually require only about half of the time needed to complete public outreach and code development. Both of these elements are necessary and community protective.

Given previous concessions already made to business/development interests, it makes sense that our Council provide the requested time for staff to ensure that all community voices have an opportunity to weigh in through the public outreach sessions, and that appropriate limitations and development standards that fully address the impacts and concerns being considered, are completely formulated as planned.

Sincerely,

Cathryn Chudy

Vancouver, WA

A solid black rectangular box used to redact the signature of Cathryn Chudy.

United Nations
agendaBlog Not
Constitutional

Live From TEDGlobal

Put on Public Record

Why mayors should rule the world: Benjamin Barber at TEDGlobal 2013

📍 Posted by: Helen Walters June 13, 2013 at 12:30 pm EDT

Radio Fm 101.1
Am 860

Photo: James Duncan Davidson

“Democracy is in trouble,” announces political theorist Benjamin Barber as he makes his way onto the TEDGlobal stage. He continues: “We live in a 21st-century world of interdependence and brutal interdependent problems. Yet when we look for solutions in politics and democracy, we are faced with political institutions designed 400 years ago.”

What can one do about this asymmetry between contemporary challenges and archaic, dysfunctional political institutions? “My suggestion is we change the subject,” says Barber: It’s time to start talking about cities. Urban areas, after all, are the place in which civilization and culture were born, the home of public spaces of culture and protest. Think Zuccotti Park, Tahrir Square, Taksim Square, or even Tiananmen Square in Beijing. (This last mention raises a whoop from the audience.) “Those are the public spaces where we announce ourselves as citizens, participants, as people with the right to write our own narratives,” says Barber, who points out that more than half the world’s population now lives in cities. “Cities are where the action is. Cities are us.”

And given that cities are run by mayors, maybe, just maybe, it might be time for mayors to rule the world. This idea also raises a murmur from the crowd, but Barber promptly pushes the idea further. “Actually they already do.” Now the question is how to create a world in which they play an even more prominent role. He has some reasons for his theory:

Mayors are pragmatists: They get things done, or they’re out of a job. Barber quotes Mayor Michael Nutter of Philadelphia, who described how he would never get away with the paralysis and inaction of Washington. Mayors have to put matters of ideology, religion, or ethnicity aside to draw everyone in a city together. He references Teddy Kollek, legendary mayor of Jerusalem, who quashed religious squabbling in his office by telling the assembled clerics, “Gentlemen, spare me your sermons and I will fix your sewers.” That’s what mayors do, adds Barber. “They fix sewers.”

Mayors are homeboys: In general, mayors are from the city they govern. Barber cites Ed Koch, who legendarily asked New Yorkers how he was doing. “Imagine David Cameron wandering around the UK asking ‘how’m I doing?’ He wouldn’t like the answer,” he says, to laughs from the audience.

Mayors have higher trust levels: In the United States, only 18% of Americans approve of Congress. But rates for mayors are generally over 70%. “A mayor is more likely to get out of car and pull people out of burning building or intervene in a mugging in the street because he sees it,” he says, referring to Cory Booker, mayor of Newark, who legendarily did the former. “No head of state would be permitted by his security detail to do that.”

Cities are profoundly multicultural, open, participatory, and democratic: They

work together on big issues that national leaders are apparently only able to fight about. “There is lots cities can do even when opaque stubborn nations refuse to act,” says Barber.



Photo: James Duncan Davidson

So what's the bottom line? “The bottom line is we still live politically in a world of borders, boundaries, wars — where states refuse to act together,” Barber says. “Yet we know that the reality we experience day to day is a world without borders, a world of diseases without borders, doctors without borders, of economics and technology without borders, of education without borders, of terrorism and war without borders. That is the real world. Unless we find a way to globalize democracy or at least democratize globalization, we will not only risk failure to address transnational problems but risk losing democracy itself, locked up in the old nation-state box and unable to address global problems democratically.”

It's a sobering thought. But Barber is not here to depress us. “Democracy was born in the ancient polis; I believe it can be reborn in the global cosmopolis,” he says, as he calls for the creation of a global parliament of mayors. “I love that idea,” he says. “A parliament of mayors is a parliament of citizens, and that's a parliament of us, of you,



MEMORANDUM

DATE: June 12, 2023

TO: Mayor and City Council

FROM: David Perlick, Interim Parks, Recreation and Cultural Services Director

CC: Stacey Donovan, Cultural Services Manager
Linda Reid, Culture, Arts and Heritage Commission Chair

RE: **Vancouver Arts Hub**

This memo is intended to provide an update on the Vancouver arts hub, a project to repurpose the former community library building located at 1007 E. Mill Plain Blvd. for use as a public hub for arts and culture in Vancouver. This update includes information about community engagement activities, space reuse, a proposed operating framework and next steps.

This project has strong support within the arts community and a broad community engagement campaign has begun to gauge public interest and support. The Vancouver arts hub will make Vancouver a more vibrant city by strengthening community bonds, attracting new businesses, supporting entrepreneurship and enhancing livability.

Introduction

The [Culture, Art and Heritage Plan](#) was approved by City Council on April 16, 2018. The plan lays out three elements in its six-year action plan, one of which is to “Expand Cultural Space.”

The objectives of this plan element include:

- Expanding space available for performances, performing arts rehearsals and classes
- Expanding space available for the making, teaching and display of art
- Facilitating artists successfully securing available space

Several City-owned properties have been explored with the idea to expand cultural space. However, the site and the opportunity did not fully align until the former library building on Mill Plain Blvd. entered the conversation. Repurposing the iconic building is a smart investment that will support and grow Vancouver’s creative economy.

Large, flexible and eye-catching, the building and site are well-suited to a wide variety of arts-focused activities and events. Located near educational resources, the Historic Reserve and the Downtown Arts District, there are many opportunities for partnerships and for an arts ecosystem to flourish.

Community Engagement

The community engagement approach is to provide equitable and accessible engagement opportunities for local artists; arts and culture organizations; businesses and galleries; heritage and education partners; and the broader Vancouver community. Information initially collected under the ArtsHQ concept was a starting point to identify whether the Vancouver arts hub could fulfill currently unmet needs in the Vancouver arts community.

Engagement with artists, partners and businesses has focused on:

- Deepening conversations with potential operating partners
- Outlining opportunities for shared mission
- Assessing potential impacts and build non-competitive understanding with other arts-based businesses and initiatives

The engagement process with artists, partners and businesses included individual conversations with individuals and organizations. An artist-focused facility use survey was created to understand specific space demands.

Engagement with the broader public has focused on:

- Raising public awareness of the opportunity
- Collecting community data on interest in arts and culture activities
- Identifying on-ramps and barriers to arts and culture activities
- Building a network of community support

Broad public engagement included an online survey in English and Spanish; news release; printed materials; email campaign; social media campaign; attendance at a variety of community events; school flyers; and individual outreach from commissioners on the Culture, Arts and Heritage Commission.

There is strong support for the reuse of the building as a community-based arts center, recognizing a long-standing need for arts and culture space in Vancouver. There is a compelling community desire for this project to be realized and successful.

Space Reuse

Preliminary design and construction estimates to update and improve the building were between \$13.5 and \$17.5 million in 2022. As a City-owned property, revitalizing the former community library building provides significant cost savings over new construction. Improvements will focus on improved ADA accessibility and energy performance, seismic enhancements, deferred maintenance and modifications to support the proposed program spaces.

Integrating innovative green building strategies was included in the building evaluation process. Of the strategies considered, adaptive reuse of the existing structure is the most highly sustainable and impactful. The large expanse of the concrete roof structure provides ideal solar orientation which could result in a significant reduction of energy needs. Current estimates are that solar could meet up to 60% of the energy requirements for the building. As the project progresses to the next phase of design, building systems that meet or exceed the City Council priorities on Climate Action will continue to be evaluated.

Operating Framework

Twelve comparable art centers across the country were selected for research. The operating model and financial forecast considered facility user demand, audience demand, existing supply of venues and programs, and community attitudes and aspirations.

The key data points in the economic assumptions are:

- Annual budget
- Class tuition
- Camp tuition
- Studio rental
- Cost recovery

The initial cost recovery estimate for the Vancouver arts hub is based on fees at the mid-point of the comparable market and shows approximate 71% cost recovery, which could be adjusted based on the policy direction. Lines of business with the potential for highest use are teaching spaces, arts studios, rehearsal space and a maker space. Educational programs and classes for children and adults would drive 60% of income. The remaining income would come from studio rentals, memberships, event rentals and retail.

Next Steps

Vancouver arts hub is a smart investment that advances the 2018 Culture, Art and Heritage Plan while directly aligning with City Council's core values of livability; equity and inclusion; innovation; and sustainability and resiliency. The project will move forward and prepare to present a vetted request for funding in the next biennium. The overall timeline for the Vancouver arts hub is:

2023

- Wrap up current reuse study and the first phase of community engagement
- Enter second phase of community engagement to prioritize building use opportunities and strengthen relationships with artists, partners and businesses

2024

- Begin final building design using information gathered from phase 2 engagement
- Develop an interim use plan for the building

2025

- Bidding and construction

2026

- Grand opening
- Cultivate and grow arts hub programming

Attachments: Vancouver Arts Hub Community Engagement Report: Phase 1
Letter: Artstra
Letter: Clark County Arts Commission

Vancouver Arts Hub Update

David Perlick

Interim Director, PRCS

Stacey Donovan

Cultural Services Manager

Bill Blake

AMS Planning & Research



Culture, Arts & Heritage Commission

- Formed in 2019
- Directed to implement the Culture, Arts and Heritage Plan approved in 2018
- Vancouver arts hub is key to achieving Objective 3 of the plan, *Expand Cultural Space*
- Fully supports moving this project forward as presented



Agenda

- Project Review
- Community Engagement
- Reimagining the Space
- Operating Framework
- A Day at the Vancouver Arts Hub
- Community Benefit
- Next Steps



Project Review

Guiding Principles



- Create a unique community asset
- Cultivate and grow space for the arts in Vancouver to support a visible and thriving ecosystem of creative enterprises
- Center diversity, equity and inclusion
- Become a hub for artistic collaboration, imagination, creativity and celebration

Project Review:

Work to Date

- Develop guiding principles
- Identify emerging themes, existing activities, unmet needs and potential community uses
- Outline facility operation and management considerations
- Create a building concept, renderings and cost estimate for the project
- Gauge project support through outreach to artists, businesses, partners and the broader Vancouver community

**The Vancouver arts hub will be a gathering place
where people create and learn together.**



Community

Serves the full spectrum of community members, providing equitable public access



Culture

Creates space for innovative collaboration across disciplines, experiences and cultures



Economy

Supports a visible and thriving ecosystem of creative enterprises in Vancouver

Project Review:

The Opportunity



Large, flexible and eye-catching, the site is well-suited for a wide variety of activities and events.

- Public Transit
- Partnerships/Educational Resources
- Parking

Arts as Economic Driver

- In 2021, creative industries in Vancouver totaled **\$191.3 million** in earnings
 - Approx. **40% increase** since 2011
- In 2022, total direct sales from visitors amounted to **\$674.1 million**
 - **30.5% higher** than 2021
 - **21.8% higher** than 2019





Community Engagement

Artists, Partners & Businesses

Goals

- Deepen conversations with potential operating partners
- Outline opportunities for shared mission
- Assess potential impacts and build non-competitive understanding with other arts-based businesses and initiatives



Artists, Partners & Businesses

What We've Heard

“The Vancouver arts hub will be a transformative asset for our community... The Vancouver’s Downtown Association wholeheartedly supports this effort and looks forward to partnering with the City and adjacent partners in ensuring that it is a success.”

—Michael Walker, Executive Director, Vancouver’s Downtown Association

“The Arts Hub is a rich opportunity to continue defining Vancouver as a great location to live, work, and play... [the arts hub] is an investment in Vancouver’s cultural identity, civic engagement, and an important way to strengthen our economy.”

—LaRae Zawodny, Chair Pro Tempore, Artstra

“The Arts Hub will serve the community at large and support our community of artists by providing a locale for creating, teaching, learning, and appreciation... We do not merely want this project: we need this project.”

—Deborah Nagano, Chair, Clark County Arts Commission

Broad Community Engagement

Goals

- Raise public awareness
- Collect community arts data
- Identify on-ramps & barriers
- Build a network of community support
- Gauge community value for the City to support the arts



Community Engagement

1001
surveys completed



The community believes the City should invest in arts and culture. Repurposing the former library building is strongly supported.



Survey Demographics Snapshot



9% Have a Disability



16% Identify as BIPOC

29%

Are artists or art-focused volunteers

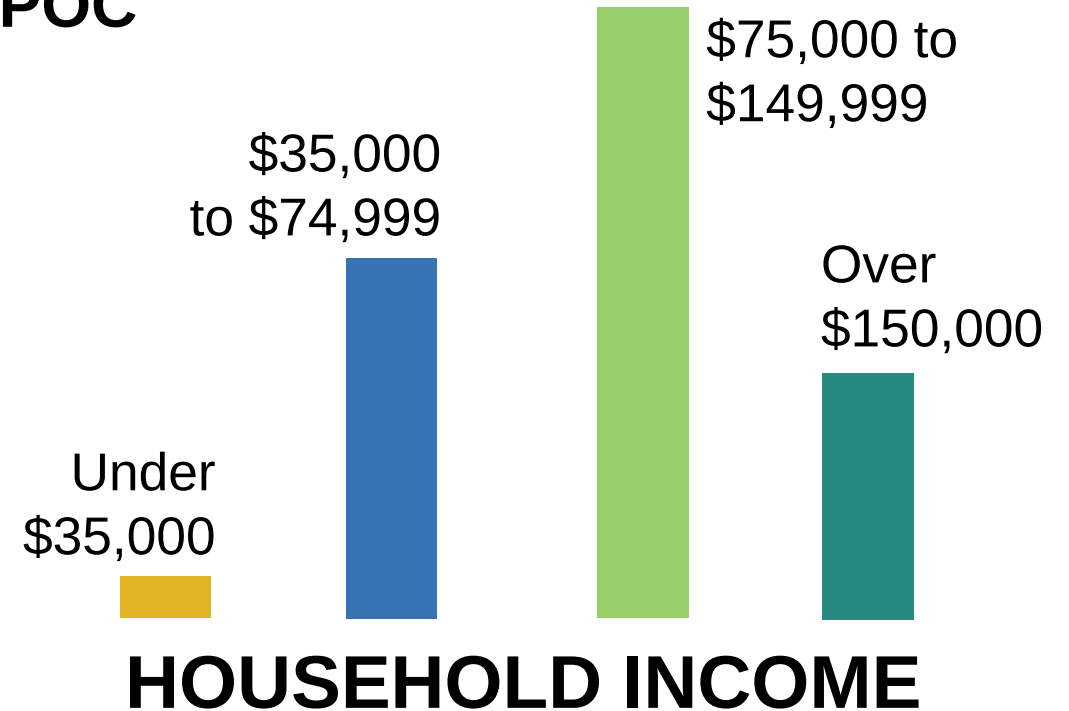
AGE

 Under 25

 25 to 44

 45 to 64

 65+



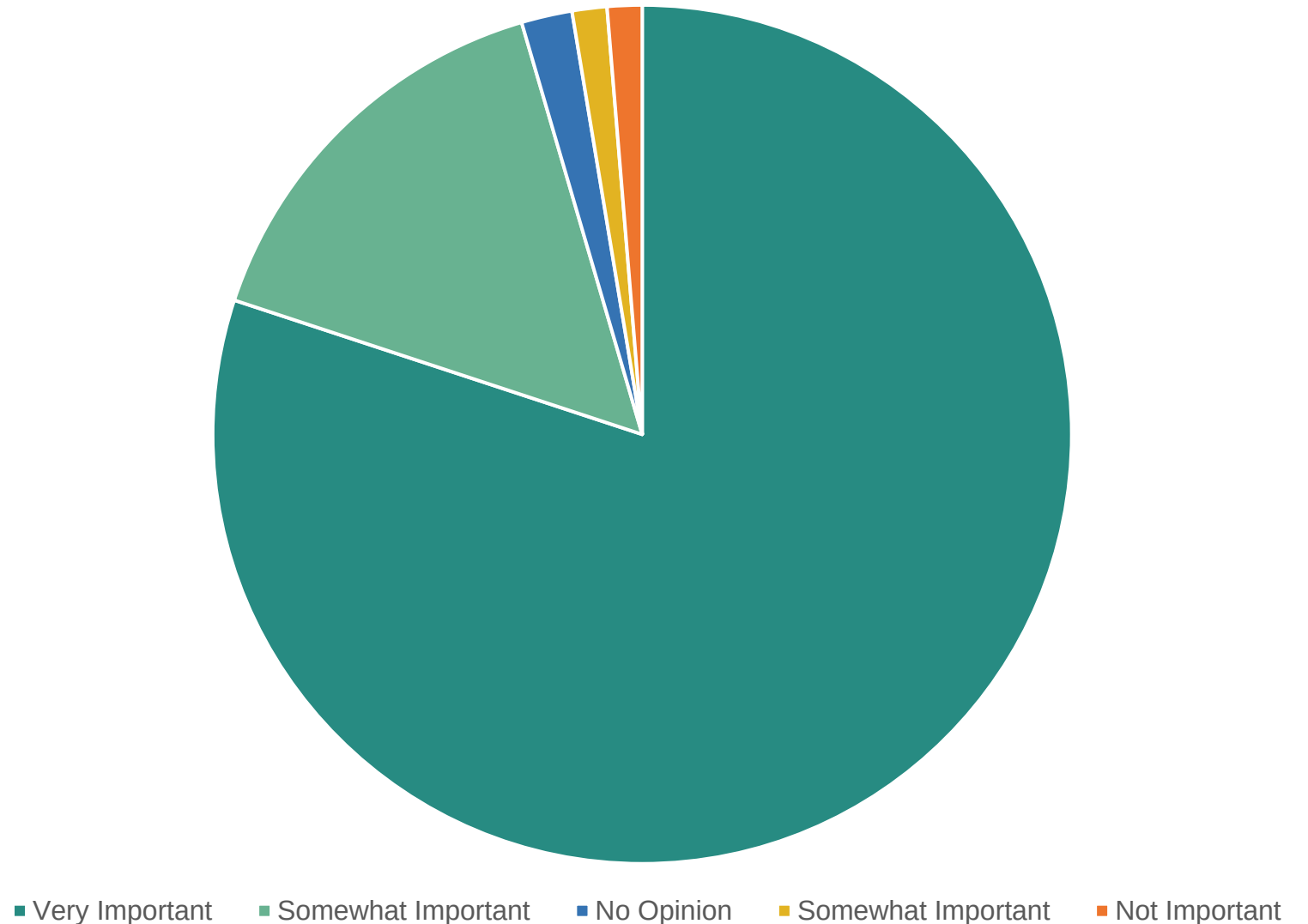
Community Engagement

What We Heard

90%

believe it is
Very Important or
Somewhat Important
for the City to support
arts and cultural activities
in Vancouver

City Government Support of Arts and Culture Programs



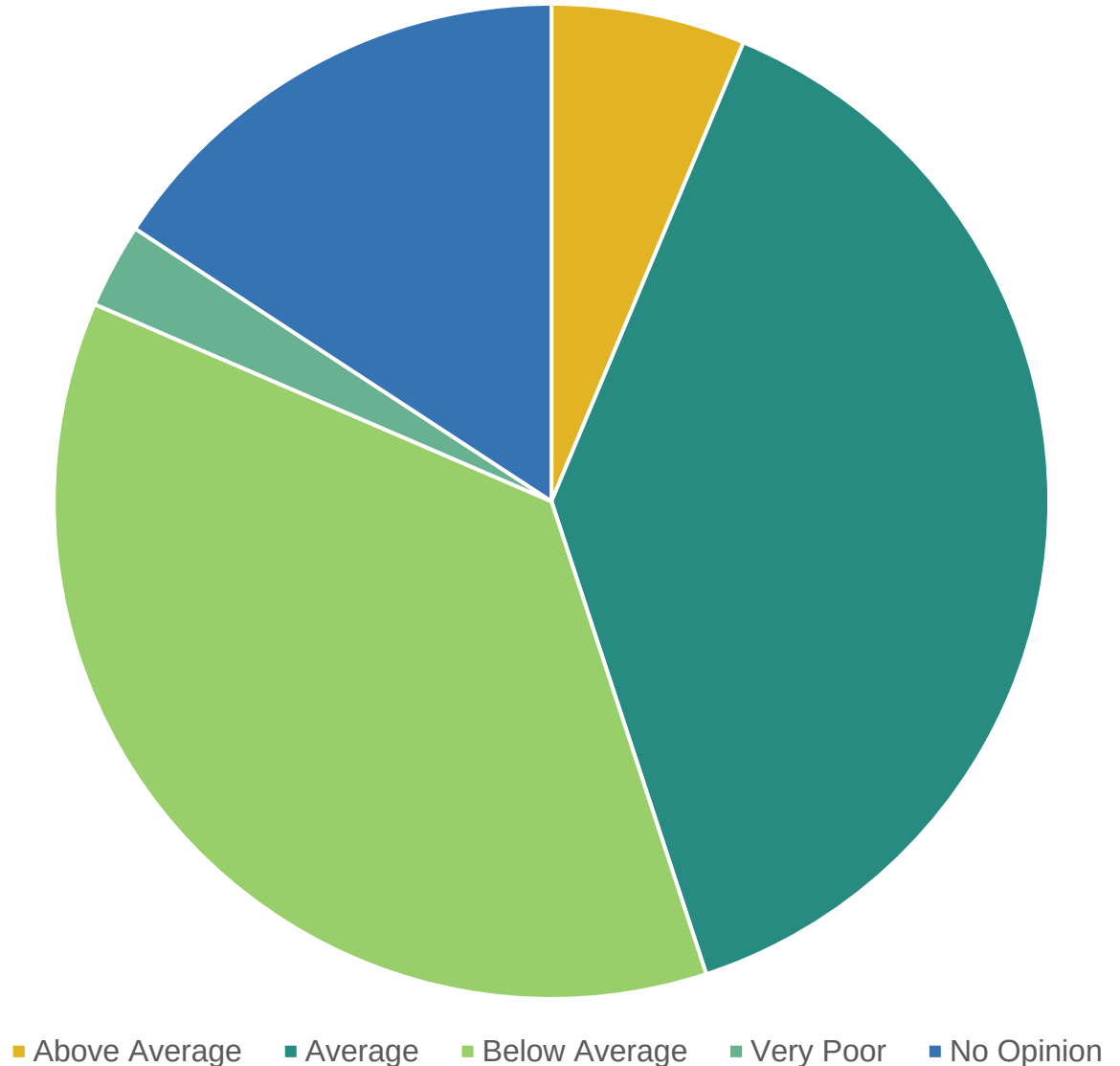
Community Engagement

What We Heard

78%

Rate the current availability of arts and culture activities in Vancouver as **average**, **below average** or **very poor**

Availability of Arts & Culture Activities in Vancouver



Top **motivating factors** when choosing arts & culture activities:

- 1 Experiencing Art**
- 2 Free/Low Cost**
- 3 Learning about another Heritage/Culture**
- 4 Shared Community Experience**
- 5 Making Art**
- 6 Seeing Artists Work**

Community Engagement

The Vancouver arts hub responds to a need being voiced by artists and community members who want the City to invest in growing space for arts & culture.



Reimagining the Space



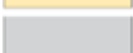


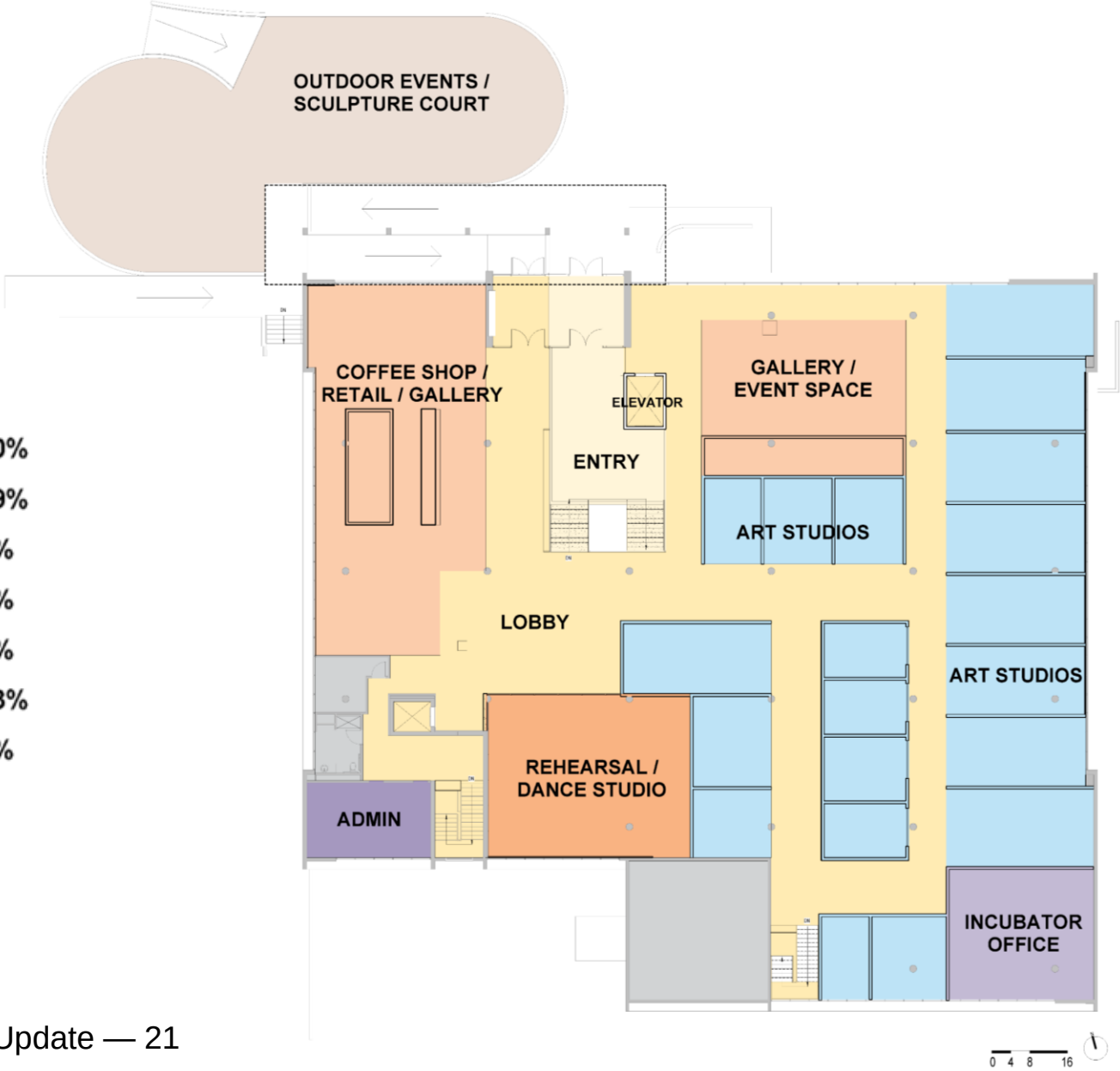
Reimagining the Space

Est. \$13.5 to \$17.5 million in updates and improvements

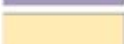
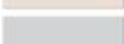
- Improve ADA accessibility
- Energy Performance
- Seismic enhancements
- Maintenance & modifications

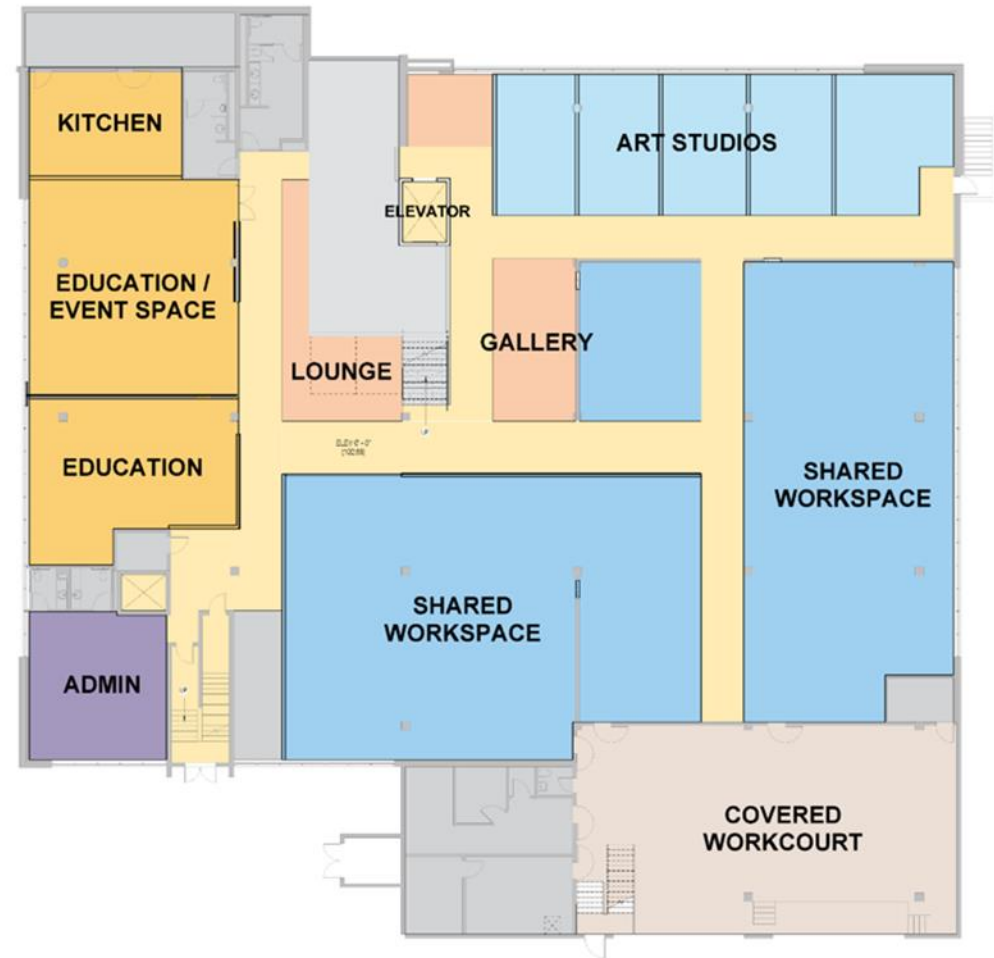
UPPER LEVEL 24,160sf

	ART STUDIOS	30%
	COFFEE SHOP / RETAIL / GALLERY	19%
	REHEARSAL / DANCE STUDIO	7%
	INCUBATOR OFFICE SPACE	4%
	ADMINISTRATIVE OFFICE	2%
	CIRCULATION	33%
	SUPPORT SPACE	5%



LOWER LEVEL 24,300sf

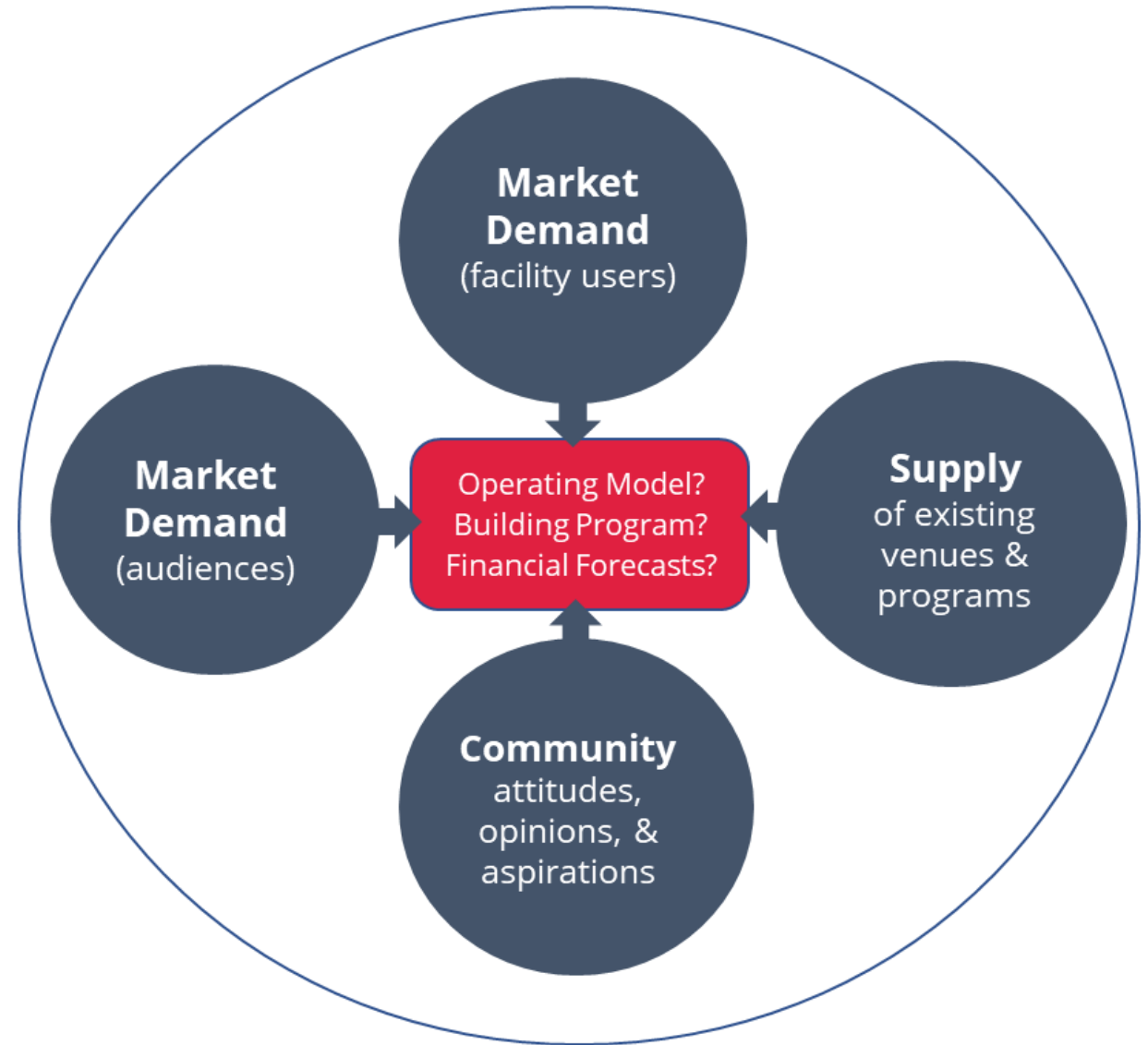
	ART STUDIOS	8%
	SHARED WORKSPACE	30%
	LOUNGE / GALLERY	5%
	EDUCATION / EVENT SPACE	13%
	ADMINISTRATIVE OFFICE	4%
	CIRCULATION	14%
	COVERED WORKCOURT	11%
	SUPPORT SPACE	15%



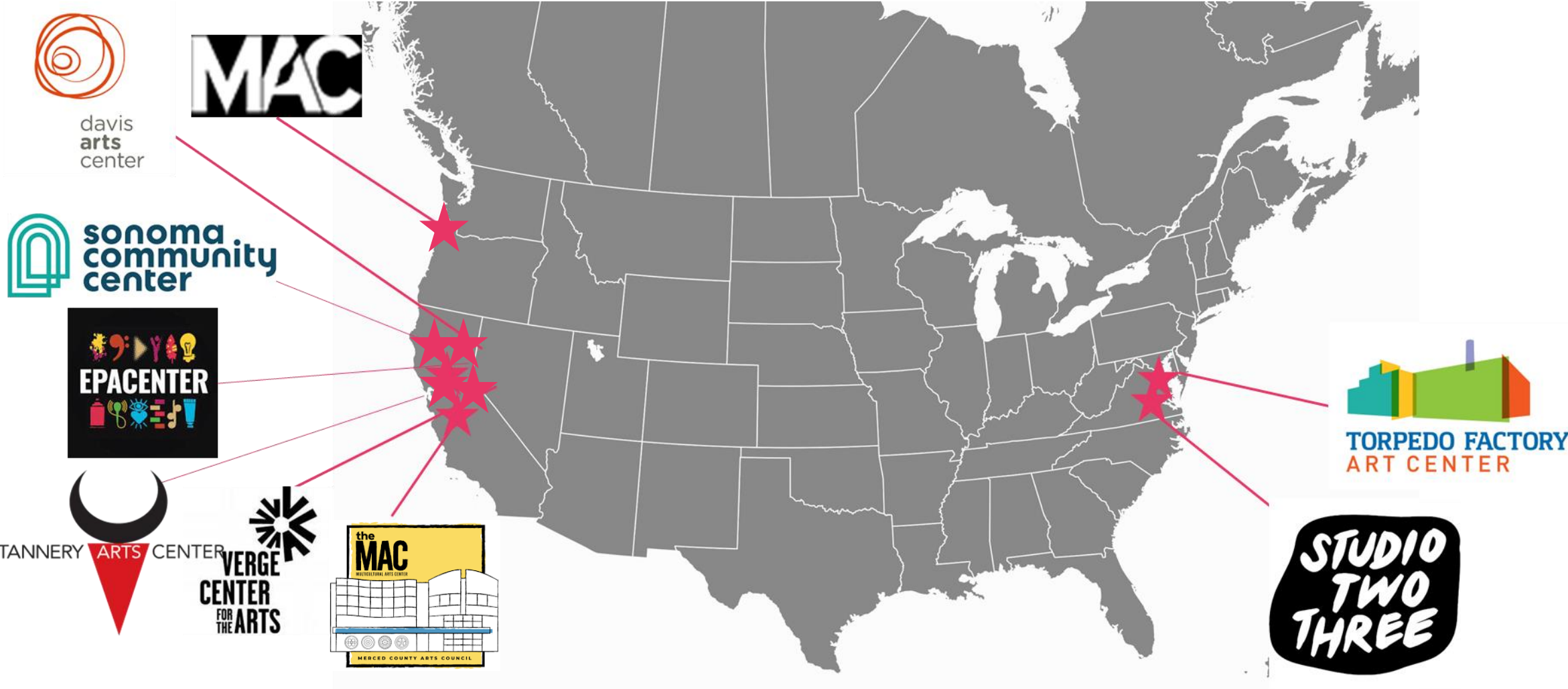


Operating Framework

- **The Approach – Supply, Demand & Aspiration**
 - 45 interviews
 - 127 survey respondents
 - 12 comparable art centers considered (9 up-close)
 - 4 guiding principles
 - 44,000 square feet of space
- **Outcome > An Operating Plan**



Art Centers Selected for Research



The Key Data Points

Source of Economic Assumptions

Annual Budget

\$134k to \$1.7mm
Average: \$756k/year

Class Tuition

\$10 to \$115 per session
Average: \$46

Camp Tuition

\$29 to \$70 per session
Average: \$57

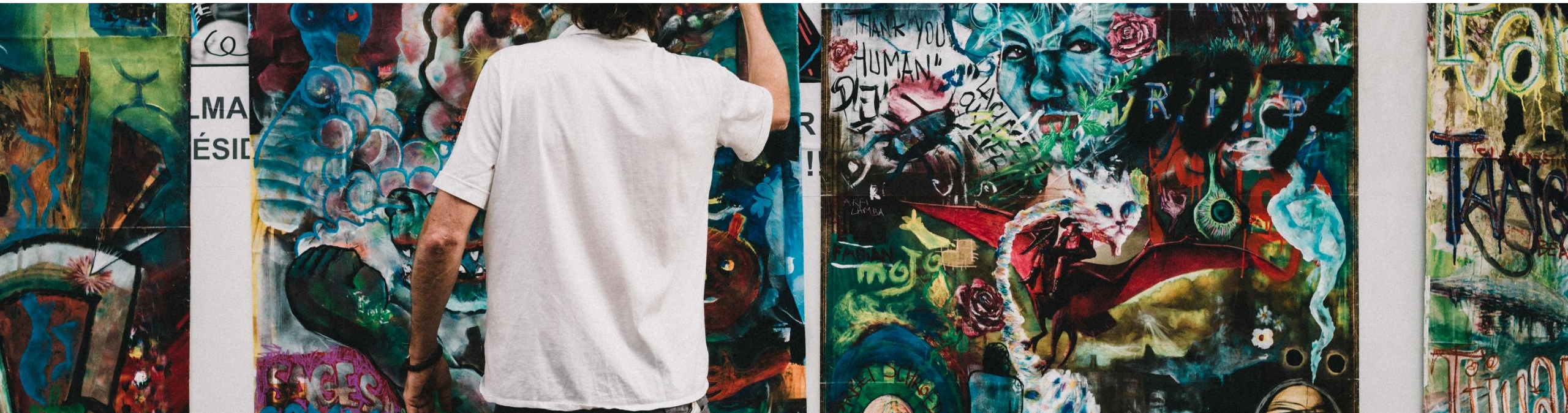
Studio Rental

\$1.41 to \$3.12/SF/MO
Average: \$2.18/SF/MO

Cost Recovery

21% to 96%
Average: 51%



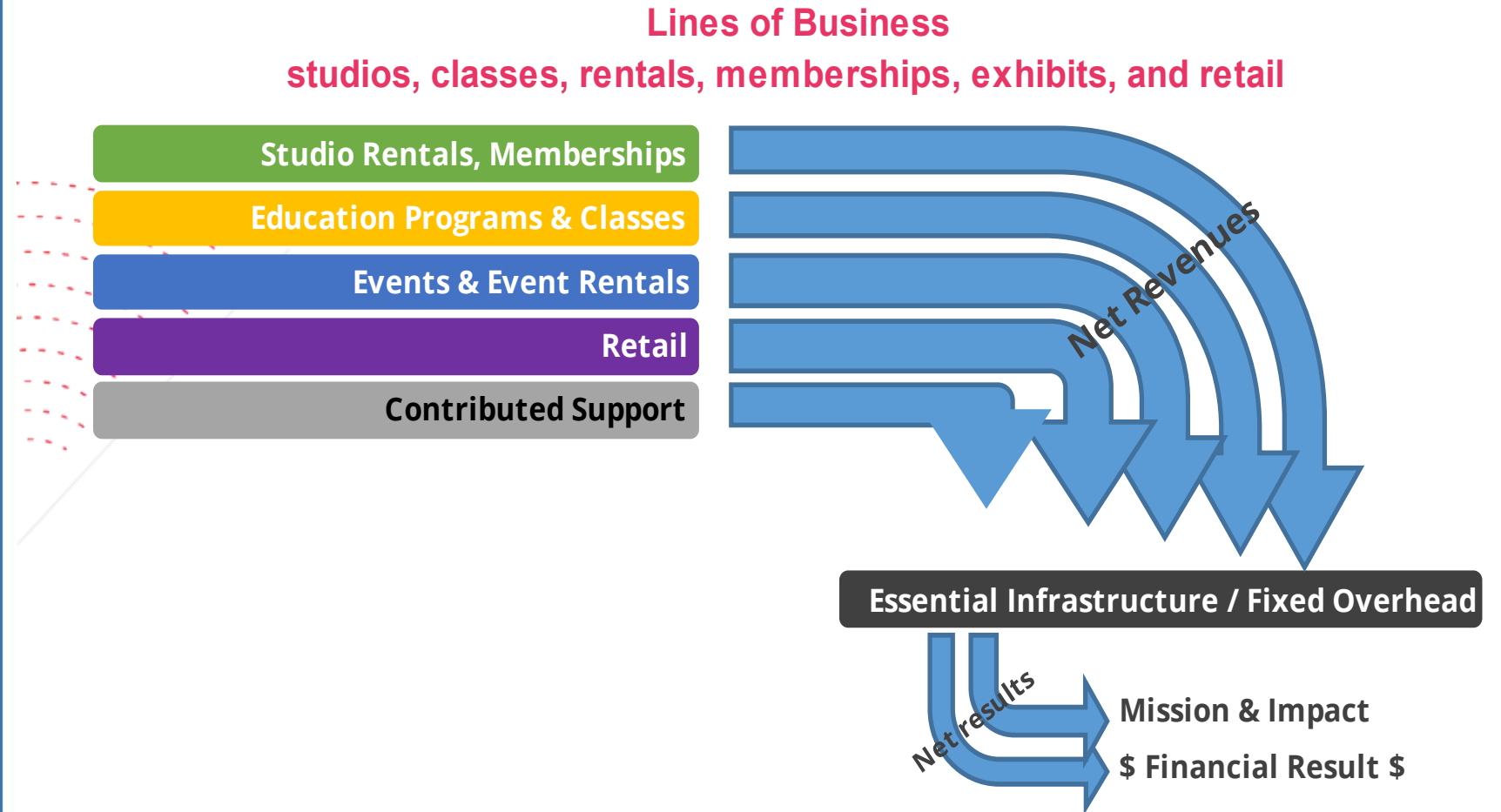


The Operating Forecast

Lines of Business Reflect Activity & Intention

Highest use potential

- teaching spaces
- art studios
- rehearsal space
- maker space



A Very Active Hub!



Classes

- 480 class sessions
- 100 ½ day camp sessions



Members

- 100 members/year
- Shared space & equipment on Level 1



Rentals

- Gallery, rehearsal, event space
- 296 rental use days



Retail

- Lease 2/3 of the Café/Gallery area
- Open regular hours



Studios

- 25 studios
- ~9,000 total sq. ft.
- ~360 SF each



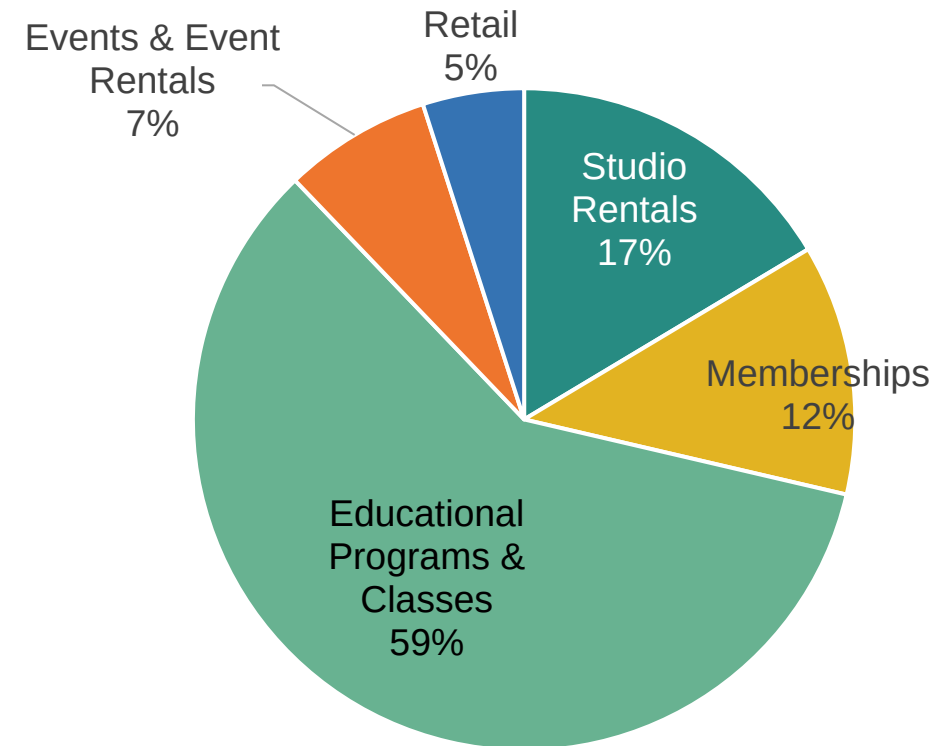
Staff

- 6 full-time City staff
- Partners play a big role

Earned Revenue – Classes Drive 60% of Income

SCHEDULE 2: REVENUE SUMMARY BASE PRO FORMA	
Earned Revenues	
Studio Rentals	\$ 161,000
Memberships	\$ 120,000
Educational Programs & Classes	\$ 581,000
Events & Event Rentals	\$ 71,000
Retail	\$ 49,000
<i>Subtotal, Earned Revenues</i>	<i>\$ 982,000</i>
TOTAL OPERATING REVENUES	\$ 982,000

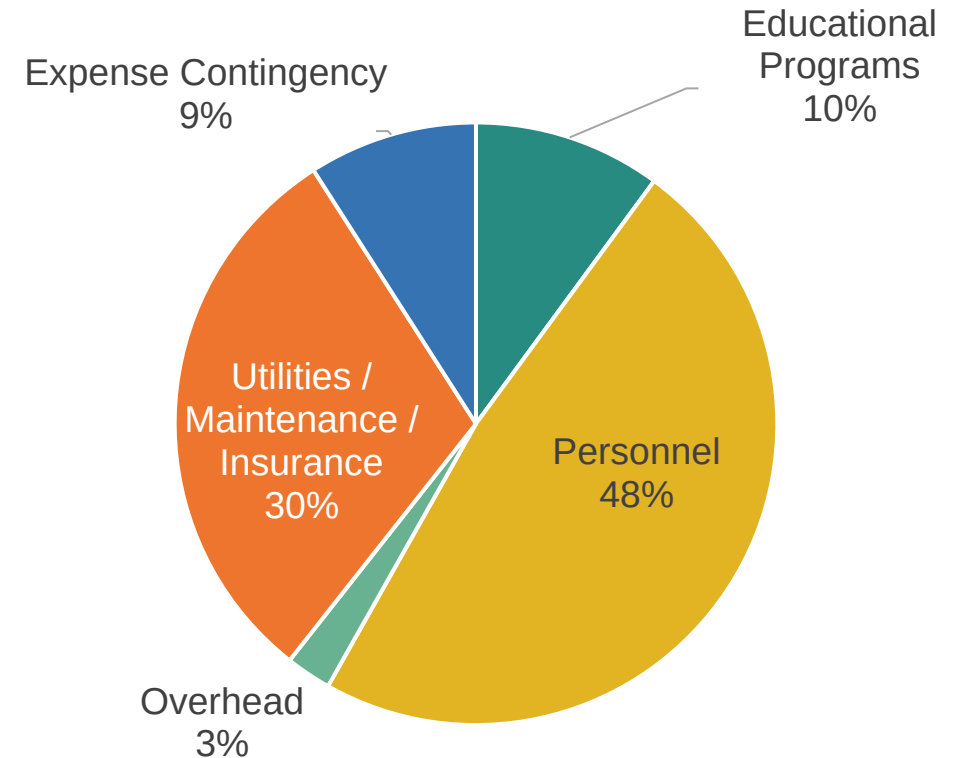
Earned Revenue - \$981,000



Expenses – 80% Staffing & Building Upkeep

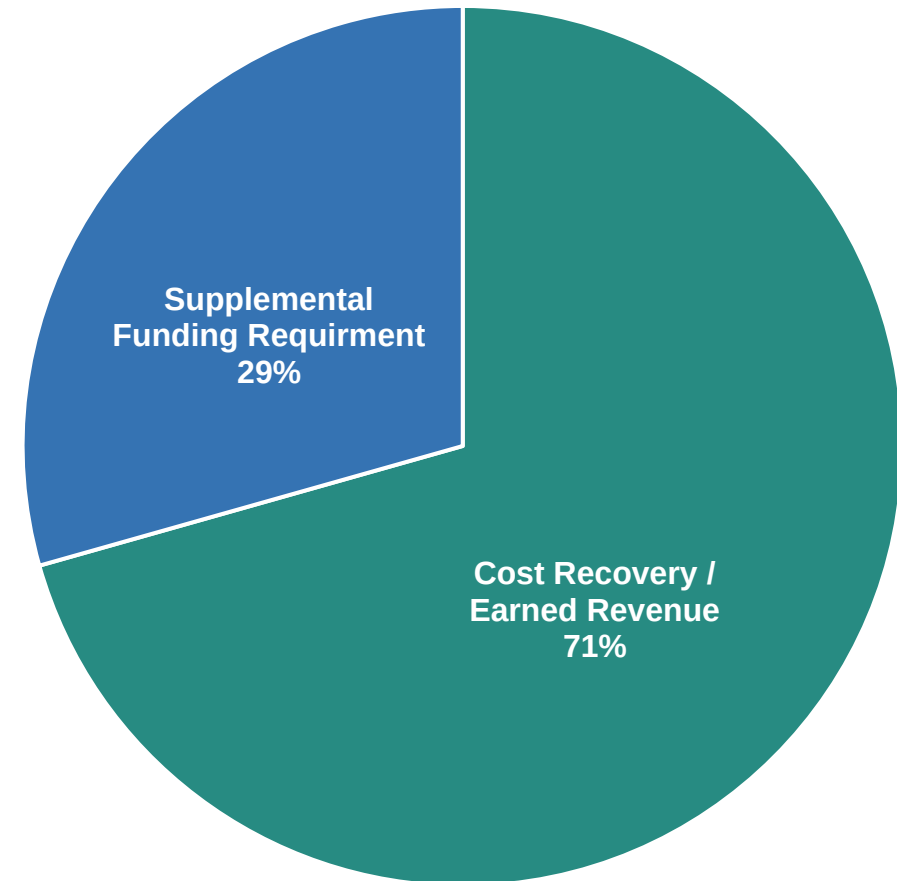
SCHEDULE 3: EXPENSES SUMMARY BASE PRO FORMA	
Program Expenses	
Educational Programs	\$140,000
<i>Subtotal, Program Expenses</i>	<i>\$140,000</i>
General & Administrative Expenses	
Personnel	\$668,000
Overhead	\$34,000
<i>Subtotal, General & Administrative Expenses</i>	<i>\$702,000</i>
Occupancy Expenses	
Utilities / Maintenance / Insurance	\$421,000
<i>Subtotal, Occupancy Expenses</i>	<i>\$421,000</i>
TOTAL OPERATING EXPENSES	\$1,263,000
Expense Contingency	\$126,000
TOTAL EXPENSES	\$1,389,000

Expenses - \$1.4 million



Financial Result In-line w/ Comparables @ 71% Cost Recovery

SCHEDULE 1: SUMMARY BASE YEAR PRO FORMA	
Earned Revenues	
Studio Rentals	\$161,000
Memberships	\$120,000
Educational Programs & Classes	\$581,000
Events & Event Rentals	\$71,000
Retail	\$49,000
<i>Subtotal, Earned Revenues</i>	<i>\$982,000</i>
TOTAL OPERATING REVENUES	\$982,000
Operating Expenses	
Educational Programs	\$140,000
Personnel	\$668,000
Overhead G & A	\$34,000
Occupancy	\$421,000
<i>Subtotal, Operating Expenses</i>	<i>\$1,263,000</i>
Expense Contingency (10%)	\$126,000
TOTAL OPERATING EXPENSES	\$1,389,000
TOTAL ANNUAL RESULT	(\$407,000)





A day at the Vancouver arts hub



















The Vancouver arts hub



Livability



**Equity &
Inclusion**



Innovation



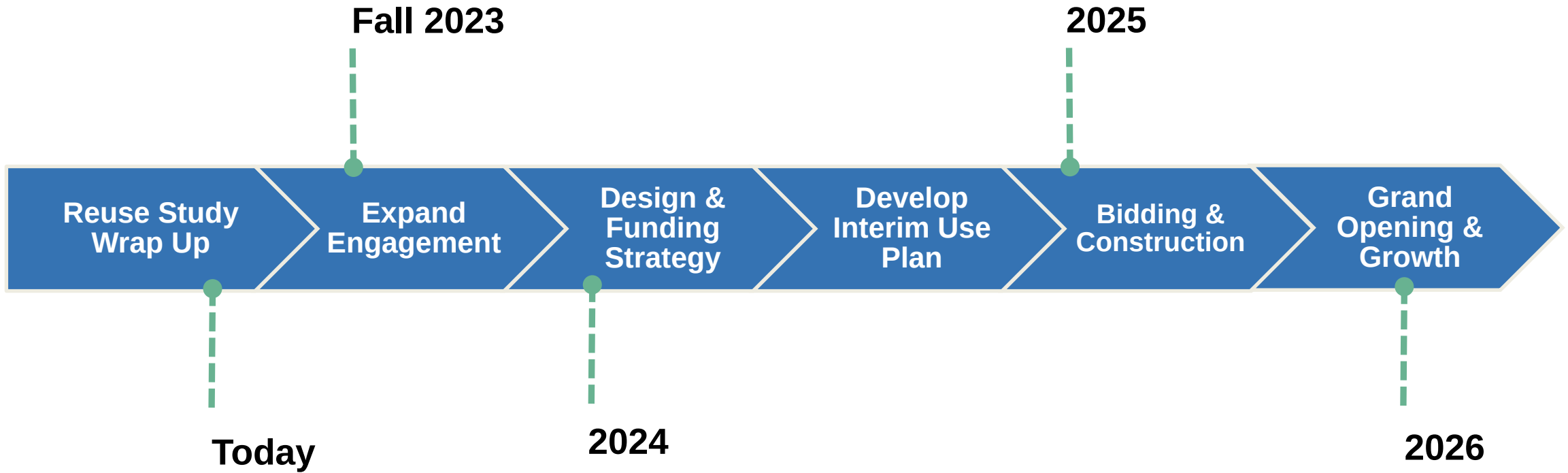
**Sustainability
& Resiliency**



Benefits

- Commitment to DEI
- Support artists and grow emerging talent
- Reuse and climate action
- Built on partnerships
- Responds to community values
- Vancouver is an innovative, livable, thriving community that embraces the arts.

Vancouver Arts Hub Next Steps



Thank You

beheardvancouver.org/Vancouver-arts-hub



Vancouver Arts Hub: Community Engagement Report – Phase 1



Part I: Engagement to Artists, Partners and Businesses

City of Vancouver facilitated conversations with people and organizations directly connected to arts and culture activities in Vancouver. An online survey was also sent to potential users and operating partners to understand the specific space demands that currently exist in the community.

Tactics

- 46 individuals participated in facilitated conversations
- 127 individuals responded to an online survey

Themes and Feedback

To achieve success, the project should:

- Provide needed support for artists and creativity of the Vancouver community.
- Create a visible and inclusive hub for the arts.
- Bring people together with cross-pollination of the spectrum of creative endeavors.
- Show the value of arts and culture to the broader community.
- Serve specific City Values, such as supporting diverse members of the community including BIPOC and LGBTQIA+ individuals and groups.

There is high interest in:

- Visual art production/teaching, exhibition and studio space
- Artist retail and gallery space
- Opportunities for collaboration with education institutions such as Clark College and VITA
- Community class offerings in a variety of arts disciplines
- Maker space, co-working and shared specialized equipment facilities
- Avoiding competition with existing performing arts space or planned spaces
- Rehearsal and storage space for community-based performing arts
- Food/beverage in options to invite the public in as a place for conversation and community

Part II: Broad Community Engagement

The City of Vancouver conducted a variety of community engagement activities from March 23 through June 9, 2023, to collect initial feedback on the Vancouver arts hub.

Tactics

- Be Heard Webpage (*English/Spanish*)
- Community Survey (*English/Spanish*)
- News Release and Accompanying Media Interest
- Information Card (*English/Spanish*)
- Fact Sheet (*English/Spanish*)
- Email Campaign
- Social Media Campaign
- Tabling at Community events
 - Earth Day Fair at Bagley Park
 - Esther Short Park Playground Reopening Event
 - May First Friday
 - Latino Community Resource Group Multicultural Resource Fair
- Presentations at Public Meetings
 - April Parks & Recreation Advisory Commission Meeting Presentation
 - Clark County Arts Commission Board Meeting
 - Artstra Board Meeting
- School Flyers
 - Vancouver Public Schools
 - Evergreen Public Schools
- Collaborative Outreach
 - Culture, Arts & Heritage Commissioners
 - Artists and Partners

Themes and Feedback

There were 1001 responses to the community survey, showing overwhelming support of the project. Respondents believe the City should be investing in arts and culture opportunities that are affordable and accessible. There is also strong support for repurposing the former library building, both to preserve a piece of Vancouver's history and to support green infrastructure and climate action goals for the future.



Quotes from the Community

These quotes were collected during in-person engagement events and email correspondence sent through the Vancouver arts hub Be Heard Vancouver project webpage. They are representative of the type of feedback collected during Phase 1 engagement.

Driving to Portland is less and less appealing. We need cultural amenities on this side of the river.

Twenty years ago, the city of Vancouver was working to achieve an Arts Center in the city. I was involved at that time representing the Northwest Oil Painters Guild. It looks like the quest is back on the city agenda. At 86 years old, I may see a cultural center for Vancouver yet. I sincerely hope so. It is way past time.

By creating an arts hub that fosters better awareness 1) among art groups and 2) between arts groups and community members, you will facilitate donation of materials from community residents to arts groups. This will facilitate re-use of items that might otherwise be thrown away and reduce program costs for arts groups.

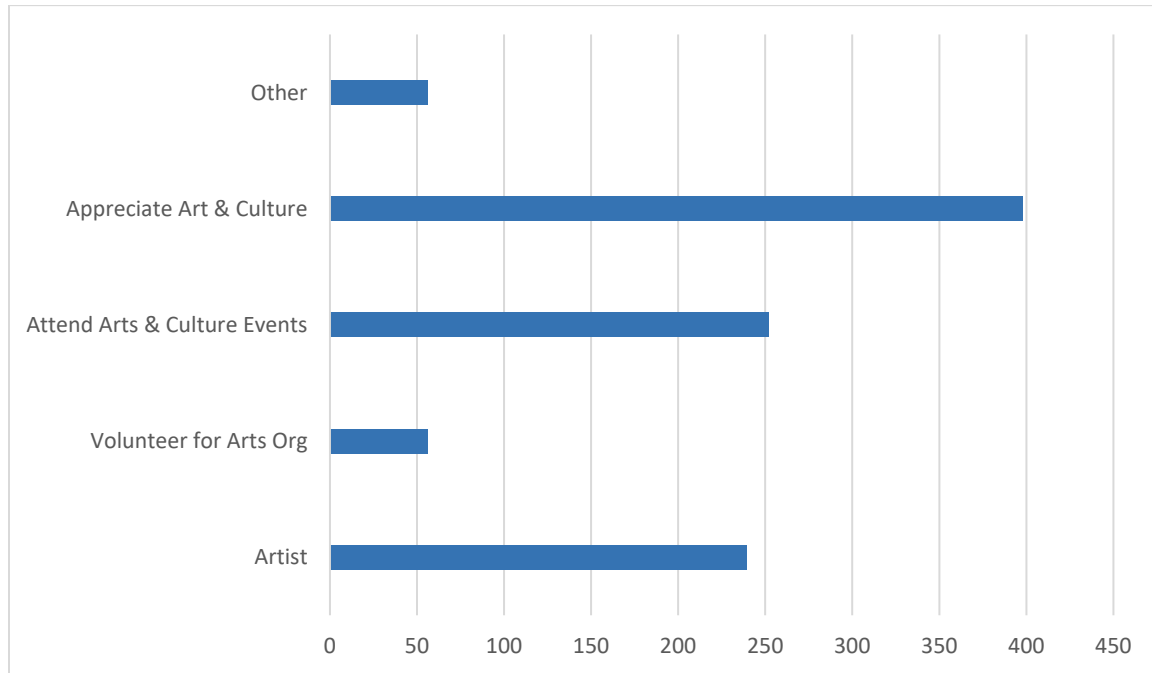
I hope that when all is said and done that it is AFFORDABLE for artists and art groups in the area. I teach at the Oregon Society of Artists, and would love to teach on this side of the river... It would be great to have more programs for children and specifically high school students who are interested in the arts... but again I don't think families can afford expensive classes... I have no doubt that the building needs work, for safety as well as aesthetics, but I just hope this is not going to take 10 years to create an art space that local artists can't afford to use.

I talked to the two older teens who live in my household and got their ideas for what they would like to see. They would like there to be a Maker Space for hands-on art creation. A 3-d printer, a ceramics lab, sewing machines for use, paints, computers for creating things, etc. A recording studio for music would also be fantastic as would frequent Open Mike poetry events.

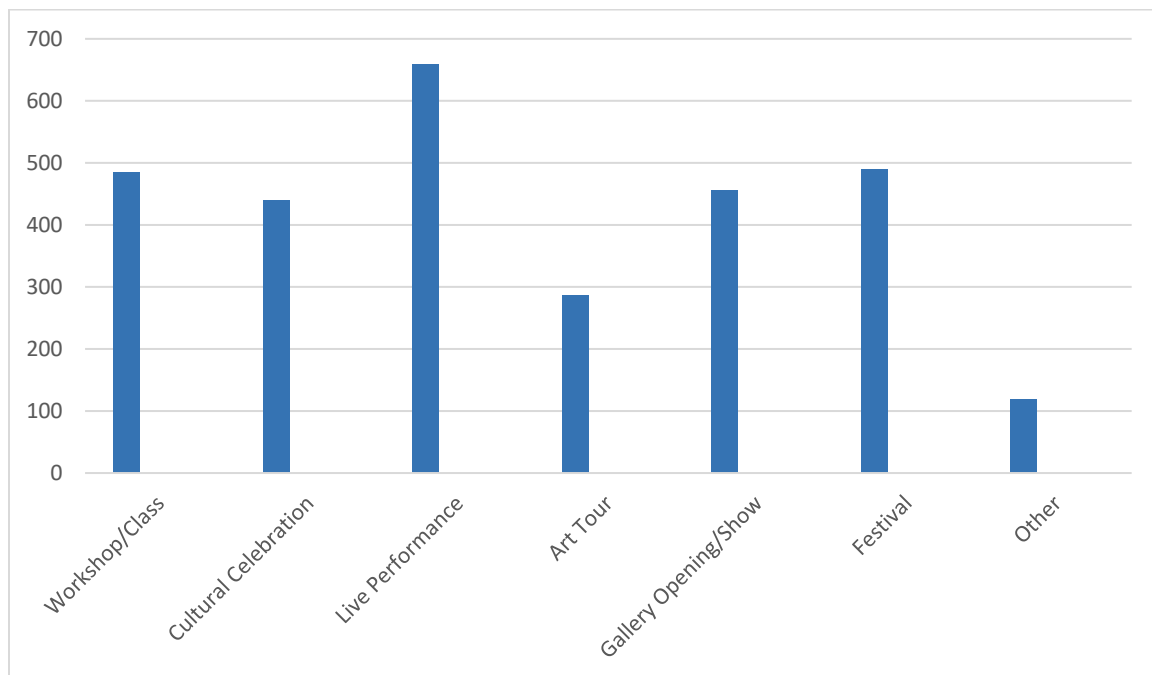
We have a very vibrant art community, with a wide variety of artists within Vancouver and Clark Co. and I hope this building will serve all of us well.

Selected Survey Responses

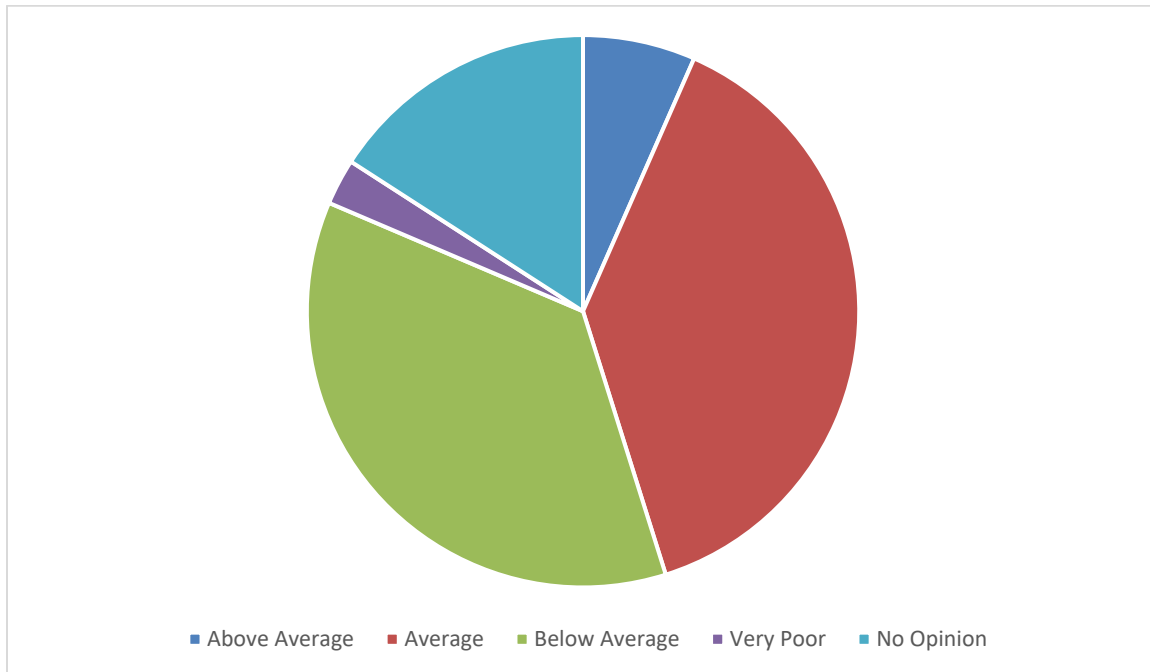
Q. How are you connected to arts and culture in Vancouver?



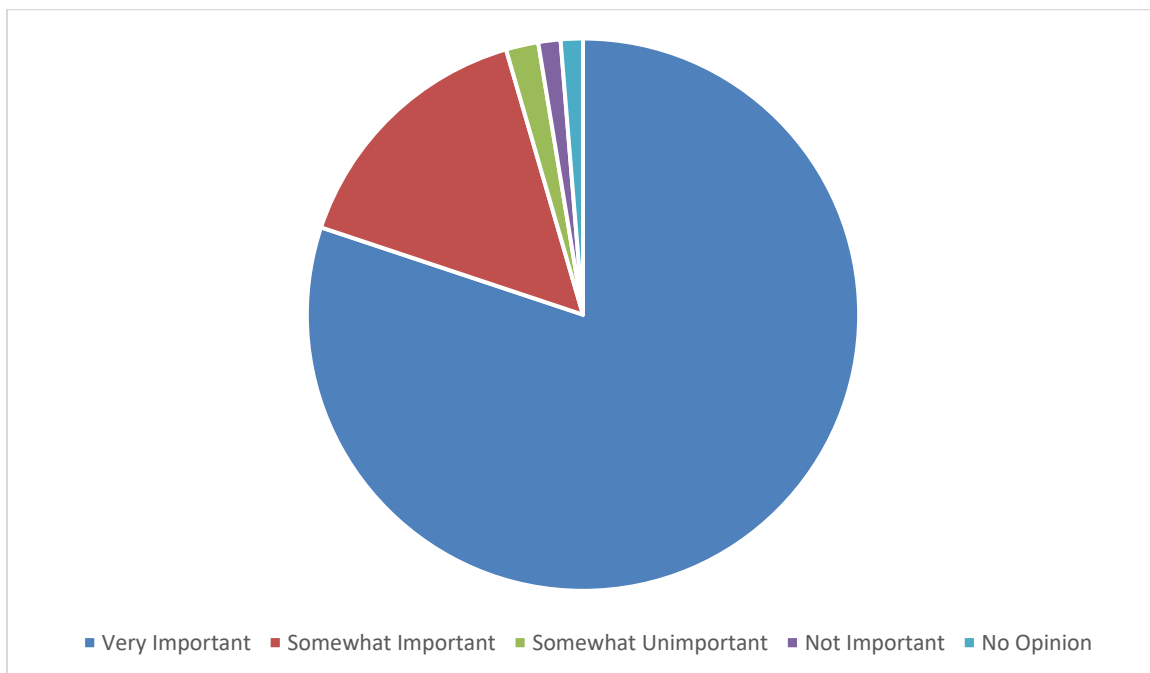
Q. What type of arts and culture activities have you participated in over the last year?



Q. How would you rate the availability of arts and culture activities in Vancouver?



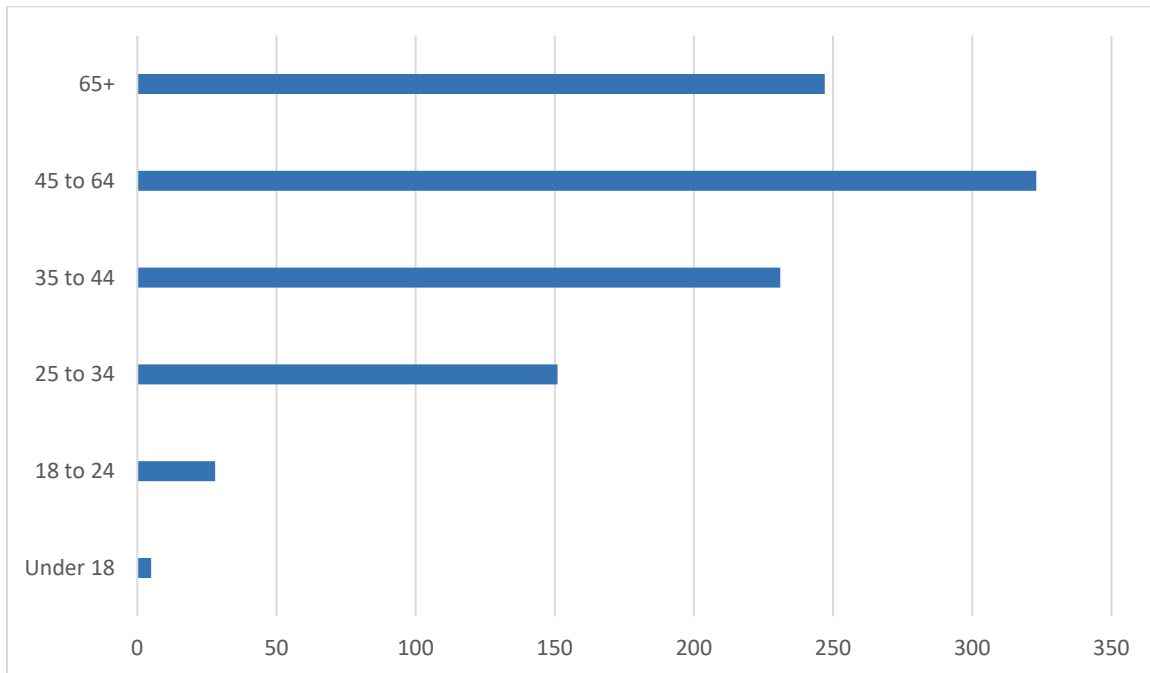
Q. How important is it to you that the city government support arts and culture activities in Vancouver?



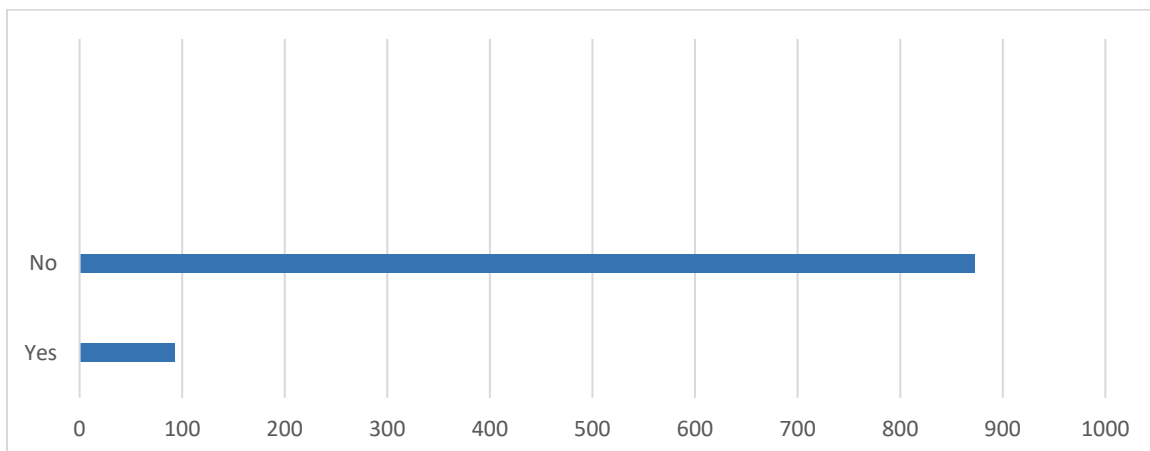
Survey Demographics

Note: Demographic questions were marked optional on the survey.

AGE

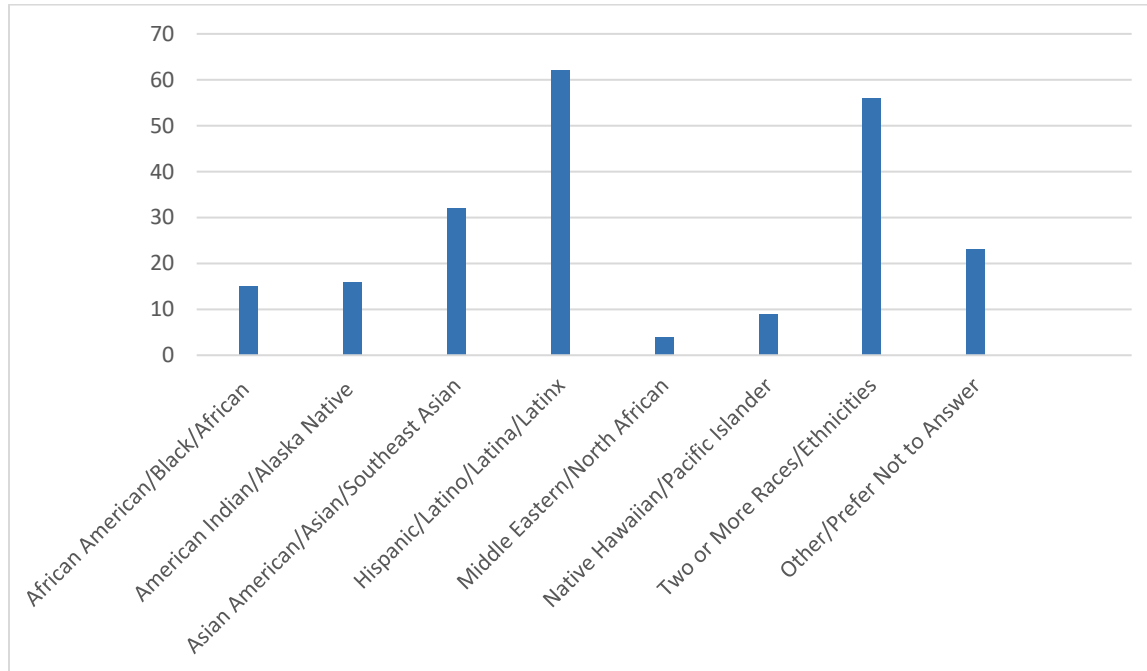


DISABILITY

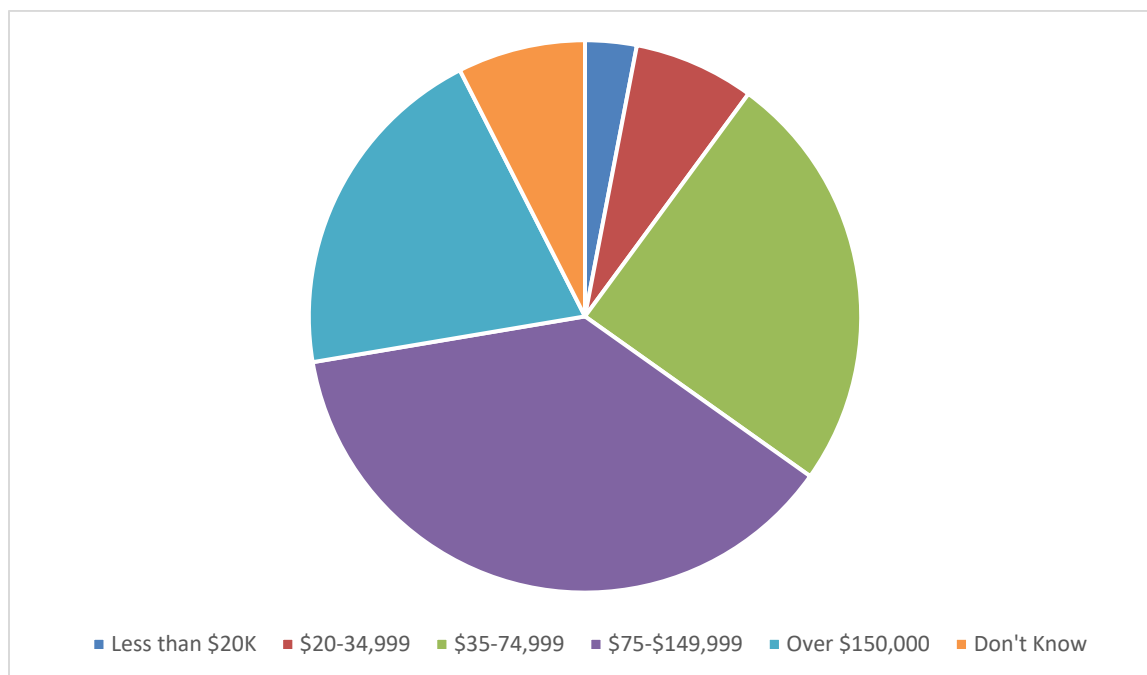


RACE/ETHNICITY

There were 979 responses to this question. European American/White was selected by 821 respondents (84%). The other 158 responses (16%) are indicated below.



HOUSEHOLD INCOME



Engagement Collateral Examples

VANCOUVER —ARTS HUB

The **Vancouver arts hub** is a plan to bring new life to the former Vancouver library building on Mill Plain as a vibrant art center that will serve the entire community.

As the City of Vancouver becomes the steward of this building, there is an unprecedented opportunity to create a hub for arts in a space that is already important to the community.

Emphasizing visual arts, the arts hub will be a gathering place where people can **create and learn together.**





Parks, Recreation & Cultural Services

PO Box 1995 | Vancouver, WA 98668-1995

The Vancouver arts hub:

- Is a much-needed community-based center for arts and culture.
- Provides a variety of spaces for making art, creating, learning and sharing.
- Brings people together to inspire creativity, build skills, contribute to the local economy and celebrate the spirit that makes Vancouver unique.



Go online to learn more
and take the survey!

BeHeardVancouver.org/Vancouver-Arts-Hub

CENTRO DE ARTES —DE VANCOUVER

El **centro de artes de Vancouver** es un plan para dar nueva vida a la antigua biblioteca de Vancouver en Mill Plain como un vibrante centro de artes para servir a toda la comunidad.

Con el rol de la ciudad de Vancouver como guardiana de este edificio, se presenta una oportunidad sin precedentes para crear el nuevo centro de artes en un espacio que ya es importante para nuestra comunidad.

Enfocándose en las artes visuales, el centro de artes será un lugar de reunión para que las personas **creen y aprendan juntas**.





Servicios de Parques, Recreación y Cultura

PO Box 1995 | Vancouver, WA 98668-1995

El centro de artes de Vancouver:

- Es un centro basado en la comunidad muy necesario para el arte y la cultura.
- Ofrece una variedad de espacios para generar arte, crear, aprender y compartir.
- Reúne a las personas para inspirar la creatividad, desarrollar habilidades, contribuir a la economía local y celebrar el espíritu que hace de Vancouver un lugar único.



Visite el sitio web para
conocer más y completar
la encuesta.

BeHeardVancouver.org/Vancouver-Arts-Hub

VANCOUVER —ARTS HUB

The Vancouver arts hub will give new life to the former Vancouver library on Mill Plain as a vibrant art center that will serve the entire community.

Emphasizing a broad range of visual arts, the Vancouver arts hub will be a gathering place where people can create and learn together.



Architectural concept art for the entry plaza to the Vancouver arts hub building at 1007 E. Mill Plain Blvd.

As the City of Vancouver becomes the steward of the former library building on Mill Plain, there is an unprecedented opportunity to create this new arts hub in a space that is already important to our community.

Large, flexible and eye-catching, the building can support a wide variety of activities and events. Located near educational resources, the Historic Reserve and the Downtown Arts District, there are many opportunities for partnerships that will support a flourishing arts ecosystem.

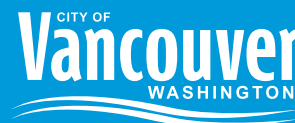
- The **Vancouver arts hub** is a much-needed community-based center for arts and culture.
- The **Vancouver arts hub** provides a variety of space for making art, creating, learning and sharing.
- The **Vancouver arts hub** is important because it brings all kinds of people together to inspire creativity, build skills, strengthen community connections, contribute to the local economy and celebrate the spirit that makes Vancouver unique.



Get Involved

We are looking for a wide range of perspectives and ideas to help shape the future of the Vancouver arts hub!

Visit the Vancouver arts hub webpage and subscribe to the project to receive information on upcoming surveys, events and updates.





Architectural concept art for a community café and gallery space at the Vancouver arts hub building.



The Vancouver arts hub strengthens the community, connecting people through arts and culture in shared activities, creative collaboration, public discussions, festivals and events. The arts hub will be a source of community pride and a beacon for Vancouver's cultural expression and artistic spirit.



The Vancouver arts hub is good for the economy for both individual artists and for the vitality of Vancouver. Reusing the iconic building is a smart investment that will support Vancouver's creative economy and generate a visible and thriving ecosystem of artistic enterprises.



The Vancouver arts hub is good for artists because it provides facilities for artists and helps fulfill a long-recognized need for studios and exhibit space in Vancouver. A central home for the arts will increase the visibility of Vancouver's artists in the region and help build successful careers.



The Vancouver arts hub provides many learning opportunities for people of all ages to experience and participate in the spectrum of art forms. Partnerships will reinforce educational programs for a wide variety of audiences and participants.



The Vancouver arts hub centers diversity, inviting the entire community to explore ideas, learn new skills and share diverse cultures. The mission of the Vancouver arts hub includes recognizing and reducing the barriers to access for historically underserved communities.



The Vancouver arts hub is flexible, with the ability to adapt to community needs and opportunities over time. The collaborative and inclusive vision, from facility design through community use, allows the arts hub to be responsive both in terms of the physical spaces and its organizational structure.

Next Steps

The Vancouver Culture, Arts & Heritage Commission is working with City staff to create a concept plan for the building and research sustainable options for managing, operating and financing the arts hub project. A project report with information collected through surveys and community conversations will be presented to City Council in June.

VANCOUVER
—ARTS HUB

CITY OF
Vancouver
WASHINGTON

BeHeardVancouver.org/Vancouver-Arts-Hub

CENTRO DE ARTES —DE VANCOUVER

El centro de artes de Vancouver dará nueva vida a la antigua biblioteca de Vancouver en Mill Plain como un vibrante centro de artes para servir a toda la comunidad.

Enfocándose en un amplio rango de artes visuales, el centro de artes de Vancouver será un lugar de reunión para que las personas creen y aprendan juntas.



Diseño del concepto arquitectónico para la explanada de entrada al edificio del centro de artes de Vancouver en 1007 E. Mill Plain Blvd.

Con el rol de la ciudad de Vancouver como guardiana del antiguo edificio de la biblioteca en Mill Plain, se presenta una oportunidad sin precedentes para crear el nuevo centro de artes en un espacio que ya es importante para nuestra comunidad.

Amplio, flexible y atractivo, el edificio puede apoyar una amplia variedad de actividades y eventos. La ubicación próxima a recursos educativos, la reserva histórica y el distrito de las artes del centro ofrece muchas oportunidades para crear asociaciones que apoyen un ecosistema artístico próspero.

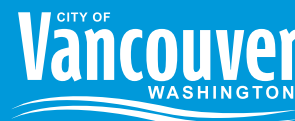
- El **centro de artes de Vancouver** es un centro basado en la comunidad muy necesario para el arte y la cultura.
- El **centro de artes de Vancouver** ofrece una variedad de espacios para generar arte, crear, aprender y compartir.
- El **centro de artes de Vancouver** es importante porque reúne a distintos tipos de personas para inspirar la creatividad, desarrollar habilidades, fortalecer los vínculos comunitarios, contribuir a la economía local y celebrar el espíritu que hace de Vancouver un lugar único.



Participe

Queremos conocer un amplio rango de perspectivas e ideas para ayudar a diseñar el futuro del centro de artes de Vancouver.

Visite el sitio web del centro de artes de Vancouver y suscríbase al proyecto para recibir información sobre próximas encuestas, eventos y actualizaciones.





Diseño del concepto arquitectónico para un café y espacio de galería comunitarios en el edificio del centro de artes de Vancouver.



El centro de artes de Vancouver fortalece la comunidad, conectando a las personas a través del arte y la cultura en actividades compartidas, colaboraciones creativas, conversaciones públicas, festivales y eventos. El centro de artes será una fuente de orgullo comunitario y un símbolo de la expresión cultural y el espíritu artístico de Vancouver.



El centro de artes de Vancouver es bueno para los artistas porque proporciona instalaciones para artistas y ayuda a cumplir con la necesidad de larga data de estudios y espacio de exposición en Vancouver. Contar con una casa central de las artes aumentará la visibilidad de los artistas de Vancouver en la región y ayudará a construir carreras exitosas.



El centro de artes de Vancouver se enfoca en la diversidad, invitando a toda la comunidad a explorar ideas, aprender nuevas habilidades y compartir culturas diversas. La misión del centro de artes de Vancouver incluye reconocer y reducir los obstáculos de acceso de comunidades históricamente marginadas.



El centro de artes de Vancouver es bueno para la economía, tanto para los artistas individuales como para la vitalidad de Vancouver. Reutilizar el icónico edificio es una excelente inversión que apoyará la economía creativa de Vancouver y generará un ecosistema visible y próspero de emprendimientos artísticos.



El centro de artes de Vancouver ofrece muchas oportunidades de aprendizaje para que personas de todas las edades experimenten y participen en el espectro de las formas de arte. Los programas educativos para una amplia variedad de audiencias y participantes se reforzarán con asociaciones.



El centro de artes de Vancouver es flexible, con capacidad de adaptarse a las necesidades y oportunidades de la comunidad a lo largo del tiempo. La visión colaborativa e inclusiva, desde el diseño de las instalaciones hasta el uso comunitario, permite que el centro de artes sea adecuado tanto en lo que se refiere a los espacios físicos como a la estructura organizacional.

Siguientes pasos

La Comisión de Cultura, Arte y Patrimonio de Vancouver se encuentra trabajando con el personal de la ciudad en la creación de un plan conceptual para el edificio y en la evaluación de opciones sustentables para administrar, operar y financiar el proyecto. En junio, se presentará ante el Concejo Municipal un informe del proyecto con base en la información reunida en encuestas y conversaciones comunitarias.

CENTRO DE ARTES
—DE VANCOUVER





Artstra
Post Office Box 191
Vancouver, WA 98666

June 11, 2023

Mayor McEnerny-Ogle
City of Vancouver
PO Box 1965
Vancouver, WA 98668

Dear Mayor McEnerny-Ogle and Council Members,

Many thanks to Stacey Donovan for her recent informative and exciting presentation to the Artstra Board. Artstra enthusiastically supports the Vancouver Arts Hub project! Such initiatives cultivate unique cultural identity, enriching community life while also attracting visitors to Vancouver.

Developments such as the Vancouver waterfront have contributed notably to the quality of life in our area. Projects like the Vancouver Art and Music Festival also identify the City as a leader in supporting regional arts and culture. The Arts Hub is a rich opportunity to continue defining Vancouver as a great location to live, work, and play.

Vancouver and Clark County have long been in need of community spaces for nurturing creativity. The location, historic import, and availability of the former library make it an ideal site to host this community enriching project.

The Arts Hub will provide a gathering space for people to share ideas, cultures, and points of view, welcoming people to create, learn, and interact with art and artists of many genres. By providing a bridge for understanding cultural and generational differences, the arts address challenges of equity and inclusion.

The arts are a significant economic driver. In the state of Washington, the Arts & Culture sector represents 10.3% of the state's GDP and 180,262 jobs. (<https://www.artsactionfund.org/sites/artsactionfund.org/files/2022-03/WA%202022.pdf>)

Supporting the Arts Hub is an investment in Vancouver's cultural identity, civic engagement, and an important way to strengthen our economy. Thank you for your consideration.

On behalf of Artstra,

LaRae Zawodny, Chair Pro Tempore
Michele Hanlon, Vice Chair

Clark County Arts Commission



1300 Franklin Street, Sixth Floor, Vancouver, WA 98660

June 8, 2023

Stacey Donovan
Cultural Services Manager
City of Vancouver, Washington
PO Box 1965
Vancouver, WA 98668

Dear Stacey,

Thank you so much for your recent presentation to the Clark County Arts Commission concerning the Vancouver Arts Hub project. The Commission members were thrilled to hear about these wonderful plans and we are writing to express our full support for the project. The Arts Hub presents an exciting opportunity for City and County residents. Creating a space for the arts to flourish is an important first step to providing the arts infrastructure that is so desperately needed in our region. We have talented artists of all types in Clark County who need support to thrive and flourish. The Arts Hub will serve the community at large and support our community of artists by providing a locale for creating, teaching, learning, and appreciation that is centered around shared experiences in the arts. As the second fastest growing county in Washington, growth in the arts sector is vital for continued long term cultural and economic well-being.

Since 2000, the population of Clark County has grown from 345,230 to the current population of 526,696: a population growth of well over fifty percent. With this growth comes the opportunity to develop our creative economy and cultural impact. We do not merely want this project: we need this project. Cultures unite through the arts. Through the arts (visual, performing, and literary), we build better and more empathetic communities. Through the arts, we build a unique cultural identity and attract more innovators and entrepreneurs to our communities. This is what we all want for both our cultural and economic well-being.

With the beautiful new Vancouver waterfront development, Vancouver and Clark County are becoming destinations in our own right; we are no longer just an extension of Portland. As Aristotle put it, *A great city is not to be confounded with a populous one*. Supporting the creation of the Vancouver Arts Hub is an important step towards becoming a world class city.

Thank you for everything that you do. We look forward to working with you to support the arts in Vancouver and Clark County.

Sincerely,

Deborah Nagano
Chair, Clark County Arts Commission

Michele Hanlon
Vice Chair, Clark County Arts Commission

cc. Mayor Anne McEnerny-Ogle

OUR VANCOUVER

OUR FUTURE 2045

Council Work Session: Community Partnership Framework

Monday, June 26, 2023

Agenda



Introduction

- Purpose
- Key objectives, context setting

The "How"

- Deliverables
- Phases
- Equity team structure

The "Who"

- Community partners
- Key audiences for overall engagement

Discussion

- Key questions for Council

City Staff Presenting:

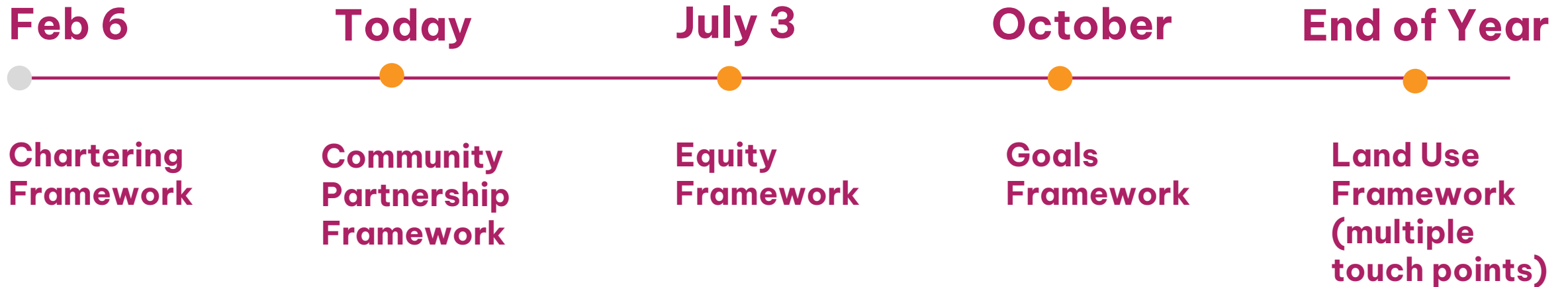
William Cooley

Community Engagement Manager, CMO
William.Cooley@cityofvancouver.us

Dom Martinelli

Senior Long Range Planner, CDD
Domenic.Martinelli@cityofvancouver.us

Where we are at today - 2023



An aerial night photograph of an industrial facility, likely a water treatment plant. A large, illuminated cylindrical storage tank stands prominently in the center. To its right, a large rectangular building features a glowing neon sign that reads "You belong here" in a cursive script. The facility is surrounded by parking lots filled with cars and other industrial structures. The sky is dark with some clouds, and the overall scene is lit by the facility's lights and the neon sign. A large, semi-transparent purple and orange geometric shape is overlaid on the left side of the image, partially obscuring the parking lot and the word "Purpose".

Purpose

Co-creation: This is a chance for us to learn from one another, to hear the stories of our community members, and to ensure that the City truly reflects their needs and aspirations.

The intent of the community partnership framework will be to provide the details on *how* we inform, consult, collaborate, and empower co-creative partners.

Changing Demographics

How has our community changed since 2010?

↑ 18%

Population increase

↑ 64%

Communities of color increase

↑ 34%

Median income increase

↑ 129%

Average home value increase

37 years old

is the median age of Vancouver's population

29.2%

of residents hold a bachelor's degree

9.7%

of residents live with a disability

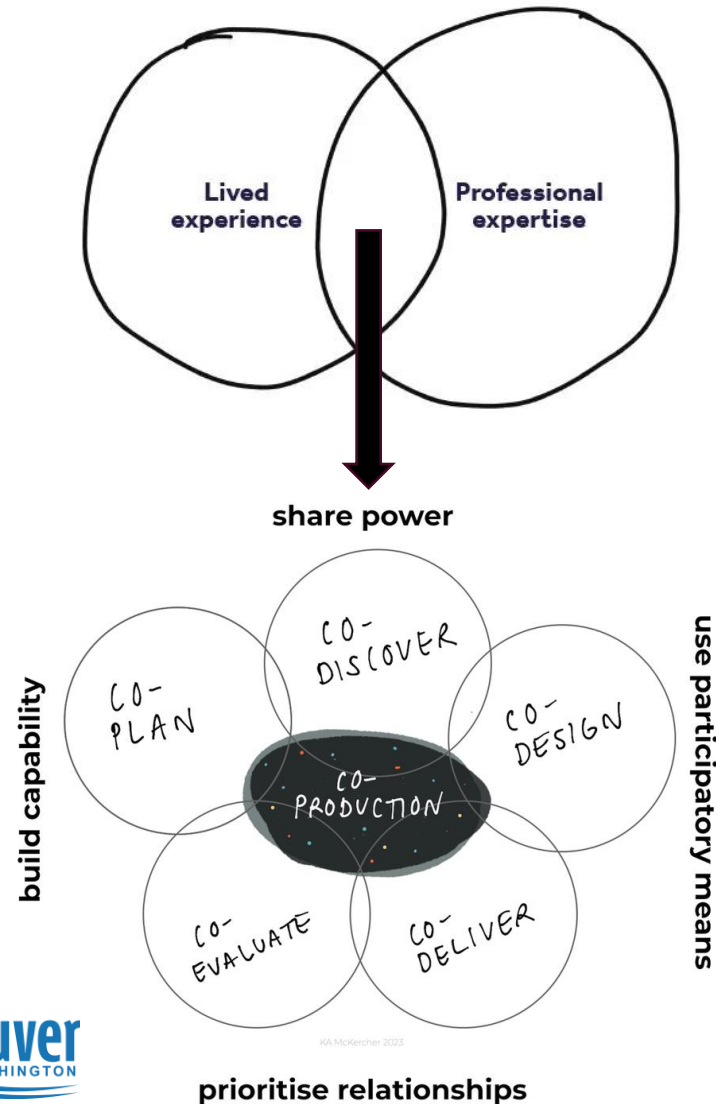
10.7%

of adults in Vancouver identify as LGBTQ

12.7%

Speak a language other than English at home

Co-Design



Intent of our process

- Moving away from top-down decision making: the City *and* the community collectively design policy, instead of the City asking for input in an advisory capacity.
- Challenging and changing inequitable power structures and ensure equitable outcomes are delivered through an equitable process.

Co-Design is circular, not linear

- Establish shared understanding, get familiar with the context
- Get comfortable being in the grey
- Explore choices individually and collectively
- Make choices together
- Iterate, change course, and refine as necessary.

Key Objectives

Demonstrate how

- Information is shared
- The community will be engaged, and when
- The voices of equity priority communities and people who may not typically participate in the planning process will be prioritized and elevated

Account for

- Potential power dynamics within all methods of obtaining, receiving, and incorporating community input.
- The varying types of input that will be received and demonstrate accountability for meaningful incorporation into tangible outcomes.

Set expectations

- About the influence community member's feedback will have on the process at varying times
- About the level of change expected with this plan and how it will affect people today and in the future.
- The level of involvement: *Inform, Consult, Involve, Collaborate, Empower*

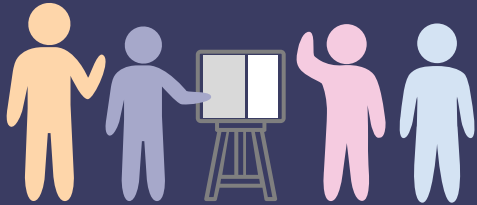
Incorporate

- Feedback, input, and insights received from vast amount of community input already been received from other recent engagement efforts in the City.

Public Involvement Phases

- **Phase 1: Visioning**
 - Project awareness, establishing presence, input for individual vision statements for each Comprehensive Plan element
- **Phase 2: Land Use Scenarios**
 - Interactive workshops and surveys to gain feedback on land use scenarios
- **Phase 3: Policy Development / Implementation**
 - Reporting back and demonstrating how input was incorporated into outcomes, relationship building for long term implementation

Public Involvement Goals

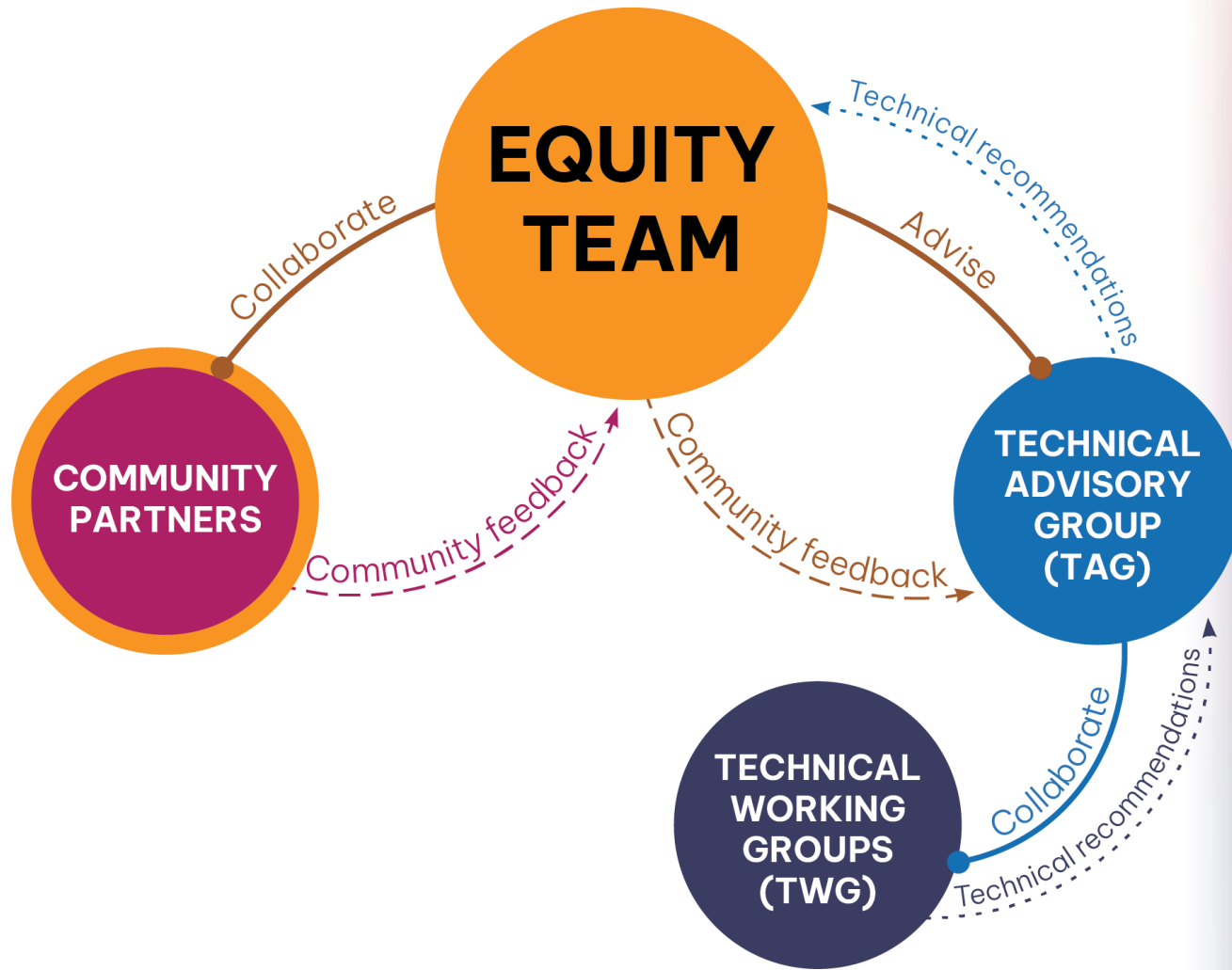


- **Establish a co-creative process between the City and the Vancouver community that shifts power dynamics and elevates the voices of equity-priority communities.**
- **Build trust through transparent two-way communication channels that humanize the project, advance community knowledge, create community ownership, and build long-lasting relationships.**
- **Emphasize Vancouver pride to highlight future benefits at a personal, community, and city level to encourage participation throughout the process.**
- **Establish comprehensive plan policies that are reflective of community and agency input and will advance the implementation of the plan.**

Equity Team & Community Partners

Community Partners will be members of the Equity Team

Equity Team conversations will ensure Community Partners are connected to the technical work, and vice versa in a co-creative model for policy development



Community Partners



Community Contact

Community Partners are a major point of contact for elevating community voices.

Event Attendance

They attend Equity Team meetings, host Envision Events, and participate in Community Partner Working Groups.

2-year Commitment

If Community Partners are not able to complete the 2-year term of this role, we have flexible time commitment options.

Community Partner Cohort

Community-Based Organizations

- Queer Youth Resource Center
- Family-Community Resource Coordinator, Fruit Valley Elementary
- Latino Leadership Northwest
- Next Success
- Pasitos Gigantes
- Sakura 39ers
- PICA-WA
- Odyssey World International Education Services

Liaisons with community focuses in

- Slavic, Russian, Ukrainian communities
- Vietnamese, Chinese
- Pacific Islander communities
- Seniors
- Youth
- Spanish speaking communities;
- Housing Insecurity

City Boards & Commission Representation

- Planning Commission
- Transportation and Mobility Commission



Community Partners will co-create events with the City to meet the needs of the communities they engage.

The visioning phase will have ways for folks to dream about their community together.

What is an Envision Event?

Purpose:

- Engage in conversations with the community to *envision* OUR VANCOUVER
- Sequenced around key project milestones
- Ask meaningful questions that allow community members to influence the development of plans.
- Ensure our community's needs are being met!

Attendance

- 10-20 community members recruited for each Envision Event

Format

- Creativity is encouraged.
- Meet people where they already are.
- Focus on the opportunity for dialogue not on the event itself.

Overall Engagement – Key Audiences

- BIPOC communities
- Childcare Partners
- Culturally Specific Organizations
- Neighborhood Organizations
- Building and Development Community
- City Advisory Boards and Commissions
- City Staff
- Community Development Organizations
- Economic Development Community
- Education Providers
- Environmental Community
- Faith Based Community
- Food Security / Food Banks
- Healthcare, Behavioral health, addiction service providers
- Historic Preservation
- Housing Agencies
- Immigrants and refugees
- LGBTQ+ Communities
- Older adults
- People living with disabilities
- People living without permanent housing
- People with low income or who are cost burdened
- Partner agencies and utility providers
- Veterans
- Youth

Upcoming Event Schedule

Phase 1: Visioning		
July		
July 7	Movie in the Park	Bagley Community Park
July 8	Vancouver USA Pride	Esther Short Park
July 21	Movie in the Park	Fruit Valley Park
July 28	Movie in the Park	Leroy Haagen Memorial Park
TBD	Community Partner Working Group – Envision Event Prep	Virtual
Ongoing	Community Partner Envision Events	Various
TBD	Equity Team Meeting	Virtual
August		
August 1	National Night Out	Various
August 4	Movie in the Park	Fort Vancouver
August 11	Movie in the Park	Marshall Park
August 18-20	Latino Festival	Esther Short Park
TBD	Community Partner Working Group - Phase 1 Report Out	Virtual
TBD	Equity Team Meeting	Virtual

Phase 2: Land Use Scenarios		
September		
September 9	Peace and Justice Fair	Esther Short Park
September 23	Harpers Playground Fundraiser	Marshall Park
TBD	Community Partner Working Group – Conversation Kit Prep	Virtual
Ongoing	Community Partner Envision Events	Various
TBD	Equity Team Meeting	Virtual
October		
October 7	Old Appletree Festival	Appletree Park
Ongoing	Community Partner Envision Events	Various
October 22 or 28 (TBD)	Dias de Muertos	Esther Short Park
November		
Ongoing	Community Partner Envision Events	Various
TBD	Community Partner Working Group - Phase 2 Report Out	Virtual
TBD	Equity Team Meeting	Virtual/In-Person



Next Steps

- Staff will incorporate Council input into guiding Community Partnership outline.
- Staff will return with an adopting resolution for both the **Community Partnership Framework** and the *Equity Framework*.
- Community partners will have an opportunity to weigh in and shape these frameworks before Council considers for approval.

Next Steps

July 3

Council Workshop
Equity Framework

July 18

**Community Partner
Meeting #3**
Equity Framework

Early August

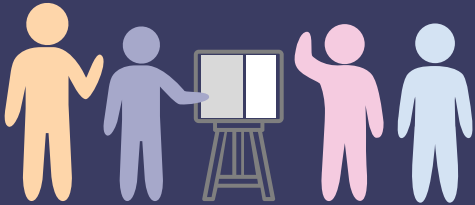
Council Resolution
Formal endorsement
of Community Partnership
Framework,
Equity Framework

Ongoing Community Engagement



Discussion

Questions for Council



- **Does the proposed approach account for key audiences within the City?**
- **Who else should be incorporated into the process and at what level of involvement?**
- **Does this approach account for creative and unique methods to reach underserved populations?**
- **What other considerations would help create a more robust framework to return to Council with for formal adoption of a resolution?**



Thank you!

Public Involvement Plan Summary

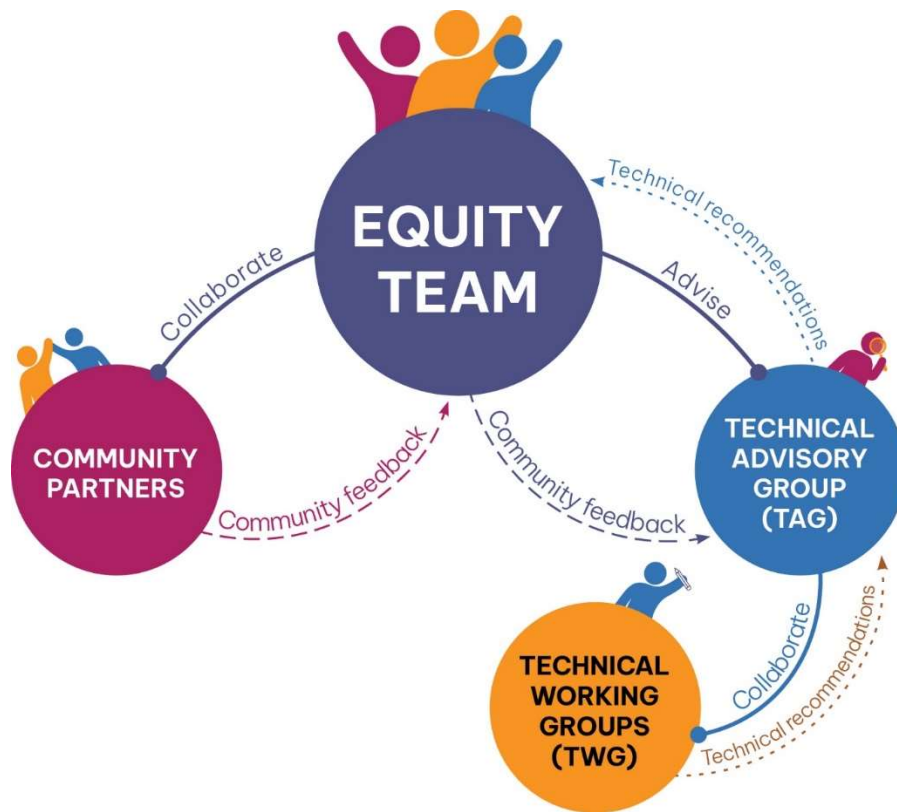
OUR VANCOUVER is a two- and a half-year initiative where community members and the City will embark on a co-creative process to update the City's Comprehensive Plan and Title 20 of the City's Municipal Code. The OUR VANCOUVER Public Involvement Plan is a strategic document that outlines the methods and strategies for engaging and involving the public in the decision-making processes, policy development, and project implementation. Through this process, the City is committed to equity, transparency, and meaningful engagement with the public to foster trust and create equitable outcomes for all Vancouver residents.

This framework summarizes the co-creative process described in the Public Involvement Plan, the key advisory groups engaged in the project, the public involvement goals, the tools that will be used throughout the project to engage community members, how input will be tracked and inform the process, and a general schedule of engagement events. Additional details are provided in the Public Involvement Plan.

Co-Creative Process

As part of the project's commitment to engage in a co-creative process and center equitable engagement, the project team has implemented strategies to partner with community representatives. These **Community Partners** have deep connections with local communities and strong existing relationships that will help facilitate engagement and lead to a co-creative process. Community Partners help facilitate engagement, bridge communication gaps, and provide valuable insights into the needs and priorities of the communities they serve.

Co-creation through the comprehensive plan update means Community Partners work directly with the project team as members of the OUR VANCOUVER Equity Team and as community engagement liaisons to facilitate conversations with community members and lead "Envision Events" (described further below). Co-creation will shift power dynamics and give community members a direct link to influence the technical analysis and policy development included in the comprehensive plan.



The **Equity Team** includes Community Partners and project team staff. Their role is to ensure integration between the technical recommendations, community feedback and the **OUR VANCOUVER** Equity Framework. The Equity Team will review technical recommendations, analyze community feedback collected during Envision Events and report back to the project team to ensure equity is centered throughout the project and community priorities are amplified, evaluated, and included, to the extent possible, in the final plan.

The **Technical Advisory Group** will collaborate closely with the Technical Working Groups to identify and share technical recommendations with the Equity Team. The Technical Advisory Group will include project team staff, partner agency staff, and other interested parties that have technical expertise or knowledge that will help inform the technical analysis and plan development.

The **Technical Working Groups** will include city and consultant technical staff. Technical Working Groups will be topic-area focused (housing, land use, transportation, public services, etc.) and meetings will occur throughout the project to inform existing conditions analyses and drive the technical work.

Public Involvement Goals

1. Establish a co-creative process between the City and the Vancouver community that shifts power dynamics and elevates the voices of equity-priority communities.
2. Build trust through transparent two-way communication channels that humanize the project, advance community knowledge, create community ownership, and build long-lasting relationships.
3. Emphasize Vancouver pride to highlight future benefits at a personal, community, and city level to encourage participation throughout the process.
4. Establish comprehensive plan policies that are reflective of community and agency input and will advance the implementation of the plan.

Communication and Engagement Tools

The table below identifies the communications and engagement tools that will be used specific to each audience involved in the comprehensive plan update process. The communications and engagement tools are divided into three categories:

- **Informational tools:** designed as one-way communication to deliver information about the project to all interested parties.
- **Envision Events:** is a broad term used to describe in-person and online events to engage the populations elevated by Community Partners during each project phase and gain feedback to shape the vision, land use scenarios, and policy development and implementation. Envision events will be designed to engage people in the project and seek feedback from a broad cross section of the community and events focused on gaining input from equity-priority communities.
- **Meetings:** designed to collect and report out on input received. Project working and advisory groups will be internal to the project. Planning Commission and City Council meetings and workshops will be external and provide additional opportunities for public input.

Key Audience	Informational Tools				Envision Events		Meetings				
	Emails	Social media	Paid media	Earned media	Be Heard	In-person events (i.e., tabling, interactive workshops, presentations, community conversations)	Community Working Group Meetings	Equity Team Meetings	Technical Working Group Meetings	Technical Advisory Meetings	PC/CC Workshops/ Meetings
Equity priority communities*	X	X	X	X	X	X					X
Local Businesses	X	X	X	X	X	X					X
Neighborhood Associations	X	X			X	X					X
General Public	X	X	X	X	X	X					X
Community Partners	X	X			X	X	X	X		X	X
Equity Team	X	X					X	X	X		X
Project Team Staff (City and Consultant)	X	X	X	X	X	X	X	X	X	X	X
City Elected and Appointed Officials	X				X	X					X
Technical Advisory Group	X						X	X	X	X	X
Technical Working Group	X								X		X

*Equity-priority communities are those that have historically been excluded from or who have not participated in City planning processes. These groups must be centered in the engagement and planning process and include BIPOC community, people with low incomes, people with disabilities, including neurodivergent, youth and children, LGBTQ+ individuals, renters, people without an address or experiencing homelessness, small business owners.

PC = Planning Commission

CC = City Council

Digital Engagement

The Be Heard website (<https://www.beheardvancouver.org/plan2045>) will be used throughout the project to share information about the process, details on upcoming events, and to interact with the community. Project information and engagement tools will be

updated and added to the Be Heard website at key milestones. **OUR VANCOUVER** will leverage existing City of Vancouver social media channels to inform the public of project milestones, public-facing events, and opportunities to provide feedback.

Data Analysis, Reporting, and Evaluation

The **OUR VANCOUVER** Accountability Matrix has been designed to collect data and feedback throughout the planning process. The matrix will track comments received by mail, email, at community events, and at Envision Events. The accountability matrix will be updated following events and reviewed with Community Partners to ensure underrepresented communities are being engaged and their feedback prioritized. This information will be used by the Technical Working Groups to ensure community feedback is being incorporated into planning scenarios. The final matrix will be included as an appendix to the Comprehensive Plan Update.

Evaluation surveys will be administered before and after Envision Events to ensure participants find the information relevant and accessible.

Engagement Calendar

Phase 1: Visioning		
May		
Timeline	Event	Location
May 13	Alley Market	Kindred Home Supply
June		
June 3	Farmers Market and Multicultural Resource Fair	Esther Short Park
June 12	Equity Team Meeting: Community Partner Onboarding	In-Person
June 10	Pride Block Party	7 th Street
June 17	Juneteenth	Esther Short Park
June 28	Equity Team Meeting	Virtual
July		
July 7	Movie in the Park	Bagley Community Park
July 8	Vancouver USA Pride	Esther Short Park
July 21	Movie in the Park	Fruit Valley Park
July 28	Movie in the Park	Leroy Haagen Memorial Park
TBD	Community Partner Working Group – Envision Event Prep	Virtual
Ongoing	Community Partner Envision Events	Various

July 18	Equity Team Meeting	Virtual
August		
August 1	National Night Out	Various
August 4	Movie in the Park	Fort Vancouver
August 11	Movie in the Park	Marshall Park
August 18-20	Latino Festival	Esther Short Park
TBD	Community Partner Working Group - Phase 1 Report Out	Virtual
TBD	Equity Team Meeting	Virtual
Phase 2: Land Use Scenarios		
September		
September 9	Peace and Justice Fair	Esther Short Park
September 23	Harpers Playground Fundraiser	Marshall Park
TBD	Community Partner Working Group - Conversation Kit Prep	Virtual
Ongoing	Community Partner Envision Events	Various
TBD	Equity Team Meeting	Virtual
October		
October 7	Old Appletree Festival	Appletree Park
Ongoing	Community Partner Envision Events	Various
October 22 or 28 (TBD)	<i>Dias de Muertos</i>	Esther Short Park
November		
Ongoing	Community Partner Envision Events	Various
TBD	Community Partner Working Group - Phase 2 Report Out	Virtual
TBD	Equity Team Meeting	Virtual/In-Person
Phase 3: Policy Development and Implementation		
Q2 2024		
TBD	Equity Team - Agenda Setting	Virtual
TBD	Community Partner Working Group - Conversation Kit Prep	Virtual
TBD	Community Partner Working Group - Phase 3 Report Out	Virtual
TBD	Equity Team Meeting	Virtual/In-Person
Ongoing	Community Partner Envision Events	In-Person and Virtual



Staff Report: 111-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Final Construction Acceptance of the NW Daniels Water Main Replacement - 39th to 46th St Project, per ITB #22-43

Key Points

- 1,876 feet of new water main was constructed to replace older water mains and improve system integrity.
- Acceptance of construction improvements facilitates the release of the contractor's retainage.

Strategic Plan Alignment

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

Present Situation

Halme Excavating, Incorporated of Battle Ground, Washington has completed construction of 1,876 feet of new ductile iron water main and installed new fire hydrants in Northwest Daniels Street from West 39th Street to the northern end past West 46th Street. The new main renews and improves the system integrity by replacing older pipelines that had become weak and brittle over time. Pavement restoration was completed to restore the roadway where utility work occurred.

The work was completed satisfactorily in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$434,895.37
Sales Tax	\$37,501.98
Total	\$472,397.35
Retainage	\$21,744.77

The original bid amount was \$443,781.28 and the final amount is \$472,397.35 with a 6% increase in cost. The additional cost can be attributed to having to replace older mainline valves found within the project area that were broken and inoperable during construction.

This project fell below the threshold for an apprenticeship utilization goal.

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

The funds for this project had been included in the 2021-2022 Water Capital Budget as project number PRJ100577. Funds were carried forward to the 2023-2024 Water Capital Budget to allow for completion.

Prior Council Review

Bid Award on November 21, 2022

Action Requested

On June 12, 2023, accept the NW Daniels Water Main Replacement – 39th St to 46th St project as constructed by Halme Excavating, Inc. of Battle Ground, Washington, and authorize release of retainage in the amount of \$21,744.77, subject to receipt of all documentation required by law.

Michelle Henry, Senior Civil Engineer, 360-487-7155



Staff Report: 112-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Professional services agreements (PSAs) for on-call transportation engineering planning and design services

Key Points

- On-call, task order contracts allow for the efficient procurement of scope-specific professional assistance during times of peak workload.
- A Request for Qualifications (RFQu #17-23) was issued by the City for transportation planning and design with responses received by eleven firms. Responses were evaluated for responsiveness, team qualifications, team experience, and project approach.
- Based on this, five firms were selected to provide on-call transportation planning and design services.
- The contracts will be in place for a period of four years plus an option for a one-year extension (up to five years total), with varying task order-specific amounts to be determined dependent on the specific work needed.

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

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

Present Situation

The City's Streets and Transportation division of Public Works has numerous projects identified in its six-year Transportation Improvement Program (TIP). The TIP projects vary in scope 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, planning, and construction staff.

As a result, the City issued RFQu #17-23 for on-call transportation engineering planning and

design services in February 2023 and received eleven responses in March 2023. Anticipated projects will likely come with a variety of funding sources but typically will be locally funding, so the contracts will allow the use of these services on projects. Anticipated projects are the annual Neighborhood Traffic Safety projects, Active Transportation projects, Pavement Management projects (surface seals, overlays and associated curb ramp improvements), Mobility and Safety projects, Sidewalk Management Program projects, planning level designs, and other civil design project work as needed.

All proposing firms were evaluated for team qualifications, team experience, and approach to projects. After this evaluation, five 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).

Engineering Firm	Contract Amount
Conсор North America Inc.	\$1,500,000
Harper Houf Peterson Righellis Inc.	\$1,500,000
Kittelson & Associates, Inc	\$1,500,000
MacKay Sposito Inc.	\$1,500,000
PBS Engineering and Environmental Inc.	\$1,500,000

Utilizing on-call contracts for these projects allows the City flexibility in staffing projects during times of peak workload or where specialty services are required.

Advantage(s)

1. Provides immediate transportation engineering planning and design services needed to assist City staff with the execution of both planned and unplanned projects.
2. Provides maximum flexibility to streets and transportation engineering, planning, and construction staff to ensure all projects are adequately and professionally staffed.
3. Establishing on-call contracts now and subsequent task orders as needed reduces staff time required by the project manager, selection committee, and procurement staff to facilitate the consultant hiring process for each task.
4. Allows for the hiring of consultants that are specialized in specific fields that meet project needs of the transportation system and can be used on projects with any type of funding.

Disadvantage(s)

Using consultants can be more costly than using City staff; however, the short-term nature of on-call task assignments creates an as-needed, short-term supplement to City staff during peak workloads at a reasonable cost as well as providing services in specialized fields.

Budget Impact

None. Projects identified for completion are within the City's Six-Year Transportation Improvement Program. Expenditures for task orders executed from these on-call contracts will be funded from the applicable project's budget.

Prior Council Review

None

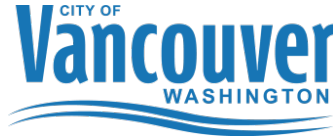
Action Requested

Authorize the City Manager or his designee to execute Professional Service Agreements in an amount not to exceed \$1,500,000 each with Consor North America Inc, Harper Houf Peterson Righellis Inc., Kittleson & Associates, MacKay Sposito Inc, and PBS Engineering and Environmental Inc., 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 to accomplish the objectives set forth above.

Ryan Miles, Engineering Program Manager, 360-487-7708

ATTACHMENTS:

- ▣ Draft Contract Mackay Sposito
- ▣ Draft Contract HHPR
- ▣ Draft Contract Kittleson
- ▣ Draft Contract PBS
- ▣ Draft Contract Consor



CITY OF VANCOUVER

ON-CALL ENGINEERING SERVICES - TRANSPORTATION SERVICES AGREEMENT

No. C-101227

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and MacKay Sposito Inc (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 17-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City with on-call professional engineering services and other related professional services set forth below and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

General Planning and Engineering Services

- Project Scope, Budget Development and Project Management
- Planning Level Design and Analysis
- Traffic Counts, Modeling and Analysis
- Preparation of Plans, Specifications, Schedules and Estimates

- Roadway Design
- Water/Sewer Design
- Storm Water Systems
- Sidewalks and Ramps
- Pavement Resurfacing and Reconstruction Projects
- Striping and Traffic Marking
- Signal, Lighting and Fiber Interconnect Design
- Computer Aided Drafting
- Construction Management and Inspection

Other related professional services may be added at the City's sole discretion and with the agreement of the consultant, including public outreach and engagement, environmental permitting, hazmat evaluation and geotechnical analysis.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,500,00.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

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

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel

time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment "A", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2027. City reserves the option to extend the contract one additional year. Contract shall not exceed five years in total. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City

employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
11. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.
12. **TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing

written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

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

14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

16. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident

to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

IV. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel

For the Contractor:
Mahsa Eshghi

City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

MacKay Sposito Inc
18405 SE Mill Plain Blvd, #100
Vancouver, WA 98683
Email: meshghi@mackaysposito.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 20. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and

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

25. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

MacKay Sposito Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

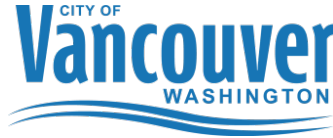
Approved as to form:

Jonathan Young, City Attorney

Attachment "A" Hourly Rate Sheet

Actuals Not To Exceed Table (ANTE)

MacKay & Sposito, Inc 18405 SE Mill Plain Blvd Ste 100 Vancouver, WA 98683				
Job Classifications (Empty Types)	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		178.02%	30.00%	
Accounting Manager	55.29	\$98.43	\$16.59	\$170.30
Administrative Assistant	30.00	\$53.41	\$9.00	\$92.41
Administrative Coordinator	33.50	\$59.64	\$10.05	\$103.19
Administrative Manager	54.81	\$97.57	\$16.44	\$168.83
Public Involvement Coordinator	30.00	\$53.41	\$9.00	\$92.41
Public Involvement Associate/Mgr.	62.50	\$111.26	\$18.75	\$192.51
Creative Designer	24.50	\$43.61	\$7.35	\$75.46
Clerical	24.00	\$42.72	\$7.20	\$73.92
Construction Inspector I	40.00	\$71.21	\$12.00	\$123.21
Construction Inspector II	44.00	\$78.33	\$13.20	\$135.53
Construction Inspector III	52.00	\$92.57	\$15.60	\$160.17
Construction Inspector IV	60.00	\$106.81	\$18.00	\$184.81
Construction Inspector V	65.00	\$115.71	\$19.50	\$200.21
Construction Manager I	43.00	\$76.55	\$12.90	\$132.45
Construction Manager II	53.85	\$95.86	\$16.16	\$165.87
Construction Manager III	55.00	\$97.91	\$16.50	\$169.41
Design Technician I	30.50	\$54.30	\$9.15	\$93.95
Design Technician II	32.50	\$57.86	\$9.75	\$100.11
Design Technician III	34.50	\$61.42	\$10.35	\$106.27
Design Technician IV	38.00	\$67.65	\$11.40	\$117.05
Engineer I	33.65	\$59.90	\$10.10	\$103.65
Engineer II	36.00	\$64.09	\$10.80	\$110.89
Engineer III	40.00	\$71.21	\$12.00	\$123.21
Engineer IV	45.00	\$80.11	\$13.50	\$138.61
Engineering Manager	62.50	\$111.26	\$18.75	\$192.51
Environmental Manager I	53.00	\$94.35	\$15.90	\$163.25
Environmental Manager II	66.35	\$118.12	\$19.91	\$204.37
Environmental Specialist I	38.00	\$67.65	\$11.40	\$117.05
Environmental Specialist II	40.00	\$71.21	\$12.00	\$123.21
Environmental Specialist III	42.00	\$74.77	\$12.60	\$129.37
Environmental Specialist IV	44.00	\$78.33	\$13.20	\$135.53
GIS Mapping Specialist I	39.50	\$70.32	\$11.85	\$121.67
GIS Mapping Specialist II	41.50	\$73.88	\$12.45	\$127.83
IT Technician/Support	33.00	\$58.75	\$9.90	\$101.65
Land Surveyor I	43.00	\$76.55	\$12.90	\$132.45
Land Surveyor II	47.00	\$83.67	\$14.10	\$144.77
Land Surveyor III	53.00	\$94.35	\$15.90	\$163.25
Land Surveyor IV	67.31	\$119.83	\$20.19	\$207.33
Landscape Architect I	39.00	\$69.43	\$11.70	\$120.13
Landscape Architect II	41.00	\$72.99	\$12.30	\$126.29
Landscape Designer I	28.00	\$49.85	\$8.40	\$86.25
Landscape Designer II	30.00	\$53.41	\$9.00	\$92.41
Landscape Designer III	42.00	\$74.77	\$12.60	\$129.37
Landscape Manager	65.87	\$117.26	\$19.76	\$202.89
Natural Resource Specialist I	23.50	\$41.83	\$7.05	\$72.38
Natural Resource Specialist II	30.00	\$53.41	\$9.00	\$92.41
Natural Resource Specialist III	40.50	\$72.10	\$12.15	\$124.75
Natural Resource Specialist IV	43.00	\$76.55	\$12.90	\$132.45
Planner I	35.00	\$62.31	\$10.50	\$107.81
Planner II	34.00	\$60.53	\$10.20	\$104.73
Planner III	41.00	\$72.99	\$12.30	\$126.29
Planning Director	72.12	\$128.39	\$21.64	\$222.14
Planning Technician	33.50	\$59.64	\$10.05	\$103.19
Principal	81.73	\$145.50	\$24.52	\$251.74
Project Accountant	38.00	\$67.65	\$11.40	\$117.05
Project Controls Manager	35.58	\$63.33	\$10.67	\$109.58
Project Coordinator	29.50	\$52.52	\$8.85	\$90.87
Project Engineer	52.88	\$94.14	\$15.86	\$162.88
Project Manager - Design	62.50	\$111.26	\$18.75	\$192.51
Project Manager - Landscape	45.19	\$80.45	\$13.56	\$139.19
Project Manager - Planning	62.41	\$111.10	\$18.72	\$192.24
Project Manager - Survey	63.46	\$112.97	\$19.04	\$195.47
Senior Planner	40.00	\$71.21	\$12.00	
Senior Principal	115.38	\$205.41	\$34.62	\$355.41
Stormwater Analyst	38.00	\$67.65	\$11.40	\$117.05
Survey Instrument Person	34.00	\$60.53	\$10.20	\$104.73
Survey Manager	63.46	\$112.97	\$19.04	\$195.47
Survey Party Chief	45.00	\$80.11	\$13.50	\$138.61
Survey Technician I	28.00	\$49.85	\$8.40	\$86.25
Survey Technician II	32.00	\$56.97	\$9.60	\$98.57
Survey Technician III	36.00	\$64.09	\$10.80	\$110.89
Survey Technician IV	39.00	\$69.43	\$11.70	\$120.13



CITY OF VANCOUVER
ON-CALL ENGINEERING SERVICES - TRANSPORTATION SERVICES AGREEMENT
No. C-101228

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Harper Houf Peterson Righellis Inc (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 17-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City with on-call professional engineering services and other related professional services set forth below and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

General Planning and Engineering Services

- Project Scope, Budget Development and Project Management
- Planning Level Design and Analysis
- Traffic Counts, Modeling and Analysis
- Preparation of Plans, Specifications, Schedules and Estimates

- Roadway Design
- Water/Sewer Design
- Storm Water Systems
- Sidewalks and Ramps
- Pavement Resurfacing and Reconstruction Projects
- Striping and Traffic Marking
- Signal, Lighting and Fiber Interconnect Design
- Computer Aided Drafting
- Construction Management and Inspection

Other related professional services may be added at the City's sole discretion and with the agreement of the consultant, including public outreach and engagement, environmental permitting, hazmat evaluation and geotechnical analysis.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,500,00.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

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

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel

time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment "A", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2027. City reserves the option to extend the contract one additional year. Contract shall not exceed five years in total. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City

employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
11. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.
12. **TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing

written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

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

14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

16. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident

to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

IV. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel

For the Contractor:
Bruce Haunreiter

City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

Harper Houf Peterson Righellis Inc
1220 Main Street, Suite 150
Vancouver, WA 98660
Email: bruce@hhpr.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 20. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and

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

25. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Harper Houf Peterson Righellis Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment "A"
Hourly Rate Sheet

Fee Schedule

City of Vancouver On-Call Traffic Engineering Services

Harper Houf Peterson Righellis Inc.

May 23, 2023

Discipline or Job Title	AVG Hourly Rate \$	Overhead @ %	Labor + Overhead \$	Profit (% of AVG Hr Rate) @ %	Profit \$	Billing Rate Per Hour \$
Project Manager	\$79.12	147.77%	\$196.04	30.00%	\$23.74	\$219.78
Project Engineer	\$60.18	147.77%	\$149.11	30.00%	\$18.05	\$167.17
Civil Engineer	\$46.75	147.77%	\$115.84	30.00%	\$14.03	\$129.87
Civil Engineer / Sr. Structural	\$47.60	147.77%	\$117.93	30.00%	\$14.28	\$132.21
Civil Engineer / Structural	\$40.83	147.77%	\$101.17	30.00%	\$12.25	\$113.42
Civil Designer	\$40.04	147.77%	\$99.21	30.00%	\$12.01	\$111.22
Senior Civil Designer	\$47.10	147.77%	\$116.70	30.00%	\$14.13	\$130.83
CAD Technician	\$36.38	147.77%	\$90.14	30.00%	\$10.91	\$101.05
Structural Manager	\$60.34	147.77%	\$149.50	30.00%	\$18.10	\$167.60
Structural Engineer	\$53.69	147.77%	\$133.02	30.00%	\$16.11	\$149.12
Structural Designer	\$35.06	147.77%	\$86.86	30.00%	\$10.52	\$97.38
BIM Specialist	\$37.40	147.77%	\$92.66	30.00%	\$11.22	\$103.87
Senior Scientist	\$45.67	147.77%	\$113.17	30.00%	\$13.70	\$126.87
Scientist	\$34.23	147.77%	\$84.81	30.00%	\$10.27	\$95.08
Natural Resources Technician	\$23.70	147.77%	\$58.73	30.00%	\$7.11	\$65.84
Construction Manager	\$60.10	147.77%	\$148.90	30.00%	\$18.03	\$166.93
Landscape Architect	\$40.87	147.77%	\$101.26	30.00%	\$12.26	\$113.52
Senior Planner	\$57.69	147.77%	\$142.94	30.00%	\$17.31	\$160.25
Planner	\$46.63	147.77%	\$115.55	30.00%	\$13.99	\$129.54
Assistant Planner	\$31.25	147.77%	\$77.43	30.00%	\$9.38	\$86.80
Inspector	\$43.61	147.77%	\$108.04	30.00%	\$13.08	\$121.12
Survey Operations Manager	\$57.50	147.77%	\$142.47	30.00%	\$17.25	\$159.72
Project Surveyor	\$50.48	147.77%	\$125.08	30.00%	\$15.14	\$140.22
Survey Technician	\$41.02	147.77%	\$101.65	30.00%	\$12.31	\$113.95
Survey Crew (Crew Chief)	\$34.22	147.77%	\$84.79	30.00%	\$10.27	\$95.05
Survey Crew (Instrument Person)	\$32.53	147.77%	\$80.60	30.00%	\$9.76	\$90.36
Senior Clerical	\$48.86	147.77%	\$121.07	30.00%	\$14.66	\$135.73
Project Coordinator	\$39.42	147.77%	\$97.68	30.00%	\$11.83	\$109.51
Clerical	\$30.17	147.77%	\$74.74	30.00%	\$9.05	\$83.79

EXHIBIT B – 2023 Professional Services Schedule of Fees

GEOTECHNICAL AND ENVIRONMENTAL SERVICES

➤ Personnel

	<u>TYPE</u>	<u>RATE</u>
Principal Engineer	hourly	\$225
Associate Engineer	hourly	\$205
Senior Project Engineer / Geologist	hourly	\$180
Project Engineer / Geologist	hourly	\$160
Senior Staff Engineer / Geologist	hourly	\$140
Staff Engineer / Geologist	hourly	\$125
Senior Engineering Technician	hourly	\$105
Engineering Technician	hourly	\$95
Laboratory Manager	hourly	\$135
Laboratory Technician	hourly	\$75
Administrative Assistant	hourly	\$75

SPECIAL INSPECTION SERVICES

➤ Services

	<u>TYPE</u>	<u>RATE</u>
Special Inspection (reinforced concrete, shotcrete)	hourly	\$90
Special Inspection (proprietary anchors, lateral wood, and cold-formed steel)	hourly	\$90
Special Inspection (masonry, grout, CMU)	hourly	\$90
Special Inspection (fireproofing)	hourly	\$90
Special Inspection (post-tensioned concrete, floor flatness)	hourly	\$100
Special Inspection (structural steel, bolting, and welding)	hourly	\$100
Non-Destructive Testing Inspector	hourly	\$105
Project Manager	hourly	\$135

MATERIALS TESTING SERVICES

➤ Soils & Aggregate

	<u>TYPE</u>	<u>RATE</u>
Atterberg Limits	each	\$185
California Bearing Ratio	each	\$475
Clay Lumps & Friable Particles	each	\$125
Direct Shear	each	\$485
Flat & Elongated particles	each	\$145
Fractured Face Determination	each	\$75
Hydrometer Analysis	each	\$155
Los Angeles Abrasion	each	\$350
Moisture Content	each	\$40
One-dimensional Consolidation	each	\$520
Organic Content	each	\$105
Percent Passing No. 200 by Washing	each	\$95
Percent Wood Waste	each	\$95
Permeability (Constant Head)	each	\$410
Permeability (Falling Head)	each	\$360
pH (soil)	each	\$85
Proctor Moisture-Density	each	\$285
Sand Equivalent	each	\$135
Sieve Analysis < ¾ inch maximum particle size	each	\$145
Sieve Analysis ¾ inch to 3-inch maximum particle size	each	\$195
Sieve Analysis > 3-inch maximum particle size	each	\$375
Soil Classification	each	\$40
Soil Resistivity	each	\$240
Soundness of Aggregate	each	\$500
Specific Gravity of Coarse Aggregate	each	\$105
Specific Gravity of Fine Aggregate	each	\$150
Uncompacted Void Content	each	\$165
Unconfined Compression	each	\$170
Unit Weight of Aggregate	each	\$135
Unit Weight of Soil	each	\$50

	<u>TYPE</u>	<u>RATE</u>
➤ Treated Soils		
Proctor Moisture-Density	each	\$325
CBR (7-day cure)	each	\$625
Compressive Strength Test	per set	\$375
➤ Portland Cement Concrete / Masonry / Rock / PPC	<u>TYPE</u>	<u>RATE</u>
Concrete Cylinder Compressive Strength	each	\$35
Core Compressive Strength (peak strength only).....	each	\$75
Core Unconfined Compressive Strength (stress-strain relationship).....	each	\$225
Field-prepared CDF/CDSM/CLSM Cylinder Compressive Strength	each	\$60
Flexural Strength (concrete beam)	each	\$120
Grout Prism Compressive Strength Test.....	each	\$60
CMU Prism Compressive Strength Test.....	each	\$150
Masonry Unit Absorption, Density, Net Area	each	\$135
Masonry Unit Compressive Strength Test	each	\$110
Modulus of Elasticity, Polymer Concrete.....	each	\$100
Wall/Paver Unit Absorption & Density (coupon)	each	\$60
Wall/Paver Unit Compressive Strength Test (coupon)	each	\$60
Spray-Applied Fire-Resistive Materials Density Test	each	\$105
➤ Asphalt Concrete	<u>TYPE</u>	<u>RATE</u>
Rice Density	each	\$150
Core Density and Thickness	each	\$75
Moisture Content of Bituminous Mixtures.....	each	\$40
Oil Content Furnace Calibration – Ignition	each	\$410
Oil Content & Gradation - Ignition	each	\$245
<u>RESOURCES AND EQUIPMENT</u>	<u>TYPE</u>	<u>RATE</u>
Vibrating Wire Piezometer.....	daily	\$600
Water Level Meter.....	daily	\$50
Data Logger.....	daily	\$10
Data Logger.....	weekly	\$45
Data Logger.....	monthly	\$100
Data Recorder.....	daily	\$10
Dames and Moore Sampler.....	daily	\$25
Skidmore Wilhelm – Bolt Calibrator.....	daily	\$90
Floor Flatness Meter.....	daily	\$250
Anchor Proof Loading Hydraulic Ram and Deflection Gauges.....	daily	\$300
Ultra-Sonic Meter.....	daily	\$75
Concrete Strength-Maturity Electronic Meter.....	daily	\$100
Concrete Slump and Air Entrainment Meter.....	daily	\$70
Nuclear Densometer.....	daily	\$70
Per Diem.....	daily	\$300
Bond Tester.....	daily	\$150
Core Bit Wear.....	per core	\$30
Strength-Maturity / Ambient Environment Sensors.....	each	\$300
Calcium Chloride / RH Moisture Probe.....	each	\$85
Outside Services.....	each	cost + 20%
Vehicle Fee.....	daily	\$70
Mileage (outside of service area)	mile	\$1.15

Personnel rates are portal to portal. All requested geotechnical observations, inspections, and testing require 24-hour notice and have a 3-hour minimum charge. Hours in excess of eight per day, work on weekends, night work between the hours of 8PM and 5AM, and same-day service requests will be invoiced at 1.5 times the quoted rate. Work on holidays will be invoiced at two times the quoted rate. Laboratory testing requests with turnaround less than two days will be invoiced at 1.5 times the indicated rate. Laboratory rates do not include pick up or delivery to Columbia West's laboratory. (3-23)

Global Transportation Engineering Billing Rates

GTEng's Current Standard Rate Table 2023

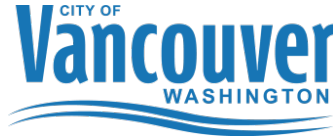
Classification	Rate
Principal/Project Manager 3	\$180.00
Sr Project Engineer 3	\$175.00
Sr Engineering Associate 3	\$145.00
Engineering Associate 2	\$110.00
Engineering Associate 1	\$95.00
Tech XIV (Drafting)	\$110.00
Tech X (Drafting)	\$95.00
Admin/Bookkeeping	\$95.00

PointNorth Rate Sheet



POINTNORTH

Principal	\$225.00
Director	\$155.00
Project Manager	\$125.00
Accounting Manager	\$95.00
Project Coordinator	\$85.00
Multimedia Designer	\$85.00



CITY OF VANCOUVER
ON-CALL ENGINEERING SERVICES - TRANSPORTATION SERVICES AGREEMENT
No. C-101229

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Kittelson & Associates, Inc (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 17-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City with on-call professional engineering services and other related professional services set forth below and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

General Planning and Engineering Services

- Project Scope, Budget Development and Project Management
- Planning Level Design and Analysis
- Traffic Counts, Modeling and Analysis
- Preparation of Plans, Specifications, Schedules and Estimates

- Roadway Design
- Water/Sewer Design
- Storm Water Systems
- Sidewalks and Ramps
- Pavement Resurfacing and Reconstruction Projects
- Striping and Traffic Marking
- Signal, Lighting and Fiber Interconnect Design
- Computer Aided Drafting
- Construction Management and Inspection

Other related professional services may be added at the City's sole discretion and with the agreement of the consultant, including public outreach and engagement, environmental permitting, hazmat evaluation and geotechnical analysis.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,500,00.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

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

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel

time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment "A", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2027. City reserves the option to extend the contract one additional year. Contract shall not exceed five years in total. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City

employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
11. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

12. **TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing

written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

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

14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

16. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident

to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

IV. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel

For the Contractor:
Hermanus Steyn

City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

Kittelson & Associates, Inc
851 SW 6th Ave, Suite 600
Portland, OR 97204
Email: hsteyn@kittelson.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 20. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and

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

25. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Kittelson & Associates, Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

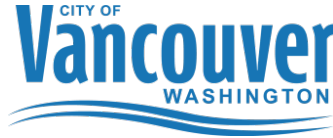
Approved as to form:

Jonathan Young, City Attorney

**City of Vancouver
Rate Schedule
As of May 2023**

Classification	Hourly Rate	Overhead @ 205.68%	Profit @ 30%	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$87.79	\$180.56	\$26.34	\$294.69
Principal Engineer/Planner	\$73.99	\$152.18	\$22.20	\$248.37
Associate Engineer/Planner	\$65.33	\$134.37	\$19.60	\$219.31
Senior Engineer/Planner	\$54.69	\$112.49	\$16.41	\$183.59
Engineer/Planner	\$43.93	\$90.35	\$13.18	\$147.46
Transportation Analyst	\$36.72	\$75.53	\$11.02	\$123.27
Technician I	\$31.22	\$64.21	\$9.37	\$104.80
Technician II	\$37.16	\$76.43	\$11.15	\$124.73
Senior Technician	\$43.07	\$88.59	\$12.92	\$144.59
Associate Technician	\$53.86	\$110.78	\$16.16	\$180.80
Office Support	\$27.88	\$57.35	\$8.36	\$93.60
Data Analyst / Software Technician	\$43.17	\$88.80	\$12.95	\$144.93
Senior Data Scientist/Developer	\$63.75	\$131.12	\$19.12	\$213.99

**Average classification rates by category are shown above. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.*



CITY OF VANCOUVER
ON-CALL ENGINEERING SERVICES - TRANSPORTATION SERVICES AGREEMENT
No. C-101230

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and PBS Engineering and Environmental Inc (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 17-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City with on-call professional engineering services and other related professional services set forth below and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

General Planning and Engineering Services

- Project Scope, Budget Development and Project Management
- Planning Level Design and Analysis
- Traffic Counts, Modeling and Analysis
- Preparation of Plans, Specifications, Schedules and Estimates

- Roadway Design
- Water/Sewer Design
- Storm Water Systems
- Sidewalks and Ramps
- Pavement Resurfacing and Reconstruction Projects
- Striping and Traffic Marking
- Signal, Lighting and Fiber Interconnect Design
- Computer Aided Drafting
- Construction Management and Inspection

Other related professional services may be added at the City's sole discretion and with the agreement of the consultant, including public outreach and engagement, environmental permitting, hazmat evaluation and geotechnical analysis.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,500,00.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

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

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel

time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment "A", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2027. City reserves the option to extend the contract one additional year. Contract shall not exceed five years in total. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City

employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
11. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

12. **TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing

written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

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

14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

16. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident

to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

IV. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel

For the Contractor:
Gregory Jellison

City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

PBS Engineering and Environmental Inc
1325 SE Tech Center Drive #140
Vancouver, WA 98660
Email: greg.jellison@pbsusa.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 20. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and

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

25. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

PBS Engineering and Environmental Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

PBS Engineering and Environmental Inc.
2023 Fee Schedule

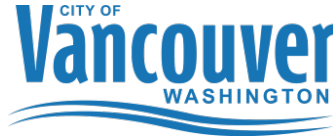
Labor Category	Salary Hourly	Overhead 175.25%	Profit 30%	Billing Rate	Billing Rate
	Max	Max	Max	Max	Actual
		175.25%	30%		
Principal Scientist/Planner	\$ 73.74	\$ 129.23	\$ 22.12	\$ 225.09	225.00
Principal Geologist/Manager	\$ 66.88	\$ 117.20	\$ 20.06	\$ 204.14	204.00
Sr. Hydrogeologist II	\$ 70.00	\$ 122.68	\$ 21.00	\$ 213.68	170.00
Senior Scientist/Planner I	\$ 54.60	\$ 95.69	\$ 16.38	\$ 166.67	165.00
Sr. Environmental/Regulatory Specialist	\$ 52.88	\$ 92.68	\$ 15.87	\$ 161.43	160.00
Sr. Env Compliance Monitor	\$ 44.77	\$ 78.46	\$ 13.43	\$ 136.66	135.00
Project Geologist/Scientist/Planner I	\$ 38.00	\$ 66.60	\$ 11.40	\$ 116.00	116.00
Project Env. Regulatory Specialist	\$ 42.90	\$ 75.18	\$ 12.87	\$ 130.95	130.00
Project Env. Compliance Monitor	\$ 42.90	\$ 75.18	\$ 12.87	\$ 130.95	130.00
Staff Geologist/Scientist/Planner II	\$ 38.00	\$ 66.60	\$ 11.40	\$ 116.00	115.00
Field Scientist / Planner	\$ 26.00	\$ 45.57	\$ 7.80	\$ 79.37	79.00
Principal Engineer	\$ 100.96	\$ 176.93	\$ 30.29	\$ 308.18	260.00
Engineer VIII	\$ 88.37	\$ 154.86	\$ 26.51	\$ 269.74	225.00
Engineer VII	\$ 74.52	\$ 130.60	\$ 22.36	\$ 227.47	210.00
Engineer VI	\$ 67.30	\$ 117.95	\$ 20.19	\$ 205.45	195.00
Engineer V	\$ 60.10	\$ 105.32	\$ 18.03	\$ 183.44	180.00
Engineer IV	\$ 51.92	\$ 91.00	\$ 15.58	\$ 158.50	158.00
Engineering Staff III	\$ 45.67	\$ 80.04	\$ 13.70	\$ 139.42	139.00
Engineering Staff II	\$ 40.87	\$ 71.62	\$ 12.26	\$ 124.76	124.00
Engineering Staff I	\$ 36.06	\$ 63.20	\$ 10.82	\$ 110.07	110.00
Engineering Technician	\$ 21.00	\$ 36.80	\$ 6.30	\$ 64.10	64.00
Design Technician IV	\$ 45.00	\$ 78.86	\$ 13.50	\$ 137.36	137.00
Design Technician III	\$ 42.50	\$ 74.48	\$ 12.75	\$ 129.73	129.00
Engineering Geologist	\$ 51.44	\$ 90.15	\$ 15.43	\$ 157.03	155.00
Landscape/Planning VII	\$ 58.89	\$ 103.21	\$ 17.67	\$ 179.77	179.00
Landscape/Planning V	\$ 45.67	\$ 80.04	\$ 13.70	\$ 139.42	139.00
Landscape/Planning II	\$ 29.00	\$ 50.82	\$ 8.70	\$ 88.52	88.00
Landscape/Planning I	\$ 27.00	\$ 47.32	\$ 8.10	\$ 82.42	82.00
Construction IV	\$ 50.00	\$ 87.63	\$ 15.00	\$ 152.63	152.00
Construction III	\$ 37.50	\$ 65.72	\$ 11.25	\$ 114.47	114.00
Construction II	\$ 36.00	\$ 63.09	\$ 10.80	\$ 109.89	109.00
Survey VII	\$ 67.31	\$ 117.96	\$ 20.19	\$ 205.46	188.00
Survey VI	\$ 57.69	\$ 101.10	\$ 17.31	\$ 176.10	168.00
Survey V	\$ 52.00	\$ 91.13	\$ 15.60	\$ 158.73	152.00
Survey IV	\$ 44.50	\$ 77.99	\$ 13.35	\$ 135.84	135.00
Survey III	\$ 40.00	\$ 70.10	\$ 12.00	\$ 122.10	122.00
Survey II	\$ 33.50	\$ 58.71	\$ 10.05	\$ 102.26	102.00
Survey I	\$ 30.00	\$ 52.58	\$ 9.00	\$ 91.58	91.00
Survey 3-Person Crew	\$ 80.00	\$ 140.20	\$ 24.00	\$ 244.20	263.00*
Survey 2-Person Crew	\$ 60.00	\$ 105.15	\$ 18.00	\$ 183.15	213.00*
Survey 1-Person Crew	\$ 40.00	\$ 70.10	\$ 12.00	\$ 122.10	157.00*

PBS Engineering and Environmental Inc.

2023 Fee Schedule

Labor Category	Salary Hourly	Overhead 175.25%	Profit 30%	Billing Rate	Billing Rate
Unmanned Aircraft System Operator	\$ 39.41	\$ 69.07	\$ 11.82	\$ 120.30	153.00*
Public Involvement Manager	\$ 66.25	\$ 116.10	\$ 19.88	\$ 202.23	170.00
Public Involvement IV	\$ 50.86	\$ 89.12	\$ 15.26	\$ 155.24	150.00
Public Involvement II	\$ 31.25	\$ 54.77	\$ 9.38	\$ 95.39	95.00
IT / Data Management	\$ 55.29	\$ 96.90	\$ 16.59	\$ 168.77	125.00
Sr. CAD Operator	\$ 47.33	\$ 82.95	\$ 14.20	\$ 144.47	140.00
Project Administrator II	\$ 33.00	\$ 57.83	\$ 9.90	\$ 100.73	100.00
Project Administrator III	\$ 35.00	\$ 61.34	\$ 10.50	\$ 106.84	106.00
CAD/Microstation Tech I	\$ 27.50	\$ 48.19	\$ 8.25	\$ 83.94	83.00
Graphic Artist	\$ 41.62	\$ 72.94	\$ 12.49	\$ 127.04	115.00
Writer/Editor	\$ 44.42	\$ 77.85	\$ 13.33	\$ 135.60	125.00
Administration	\$ 30.00	\$ 52.58	\$ 9.00	\$ 91.58	91.00

***Includes Equipment**



CITY OF VANCOUVER
ON-CALL ENGINEERING SERVICES - TRANSPORTATION SERVICES AGREEMENT
No. C-101231

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Consor North America Inc (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 17-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City with on-call professional engineering services and other related professional services set forth below and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

General Planning and Engineering Services

- Project Scope, Budget Development and Project Management
- Planning Level Design and Analysis
- Traffic Counts, Modeling and Analysis
- Preparation of Plans, Specifications, Schedules and Estimates

- Roadway Design
- Water/Sewer Design
- Storm Water Systems
- Sidewalks and Ramps
- Pavement Resurfacing and Reconstruction Projects
- Striping and Traffic Marking
- Signal, Lighting and Fiber Interconnect Design
- Computer Aided Drafting
- Construction Management and Inspection

Other related professional services may be added at the City's sole discretion and with the agreement of the consultant, including public outreach and engagement, environmental permitting, hazmat evaluation and geotechnical analysis.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,500,00.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

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

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel

time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment "A", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2027. City reserves the option to extend the contract one additional year. Contract shall not exceed five years in total. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City

employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
11. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

12. **TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing

written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

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

14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

16. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident

to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

IV. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel

For the Contractor:
Chris Link

City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

Conсор North America, Inc
400 E Mill Plain Blvd., Suite 400
Vancouver, WA 98660
Email: Chris.Link@consoreng.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 20. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and

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

25. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Conсор North America, Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment "A"

Hourly Rates



2023 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2023 through December 31, 2023. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2023 Rates</u>	<u>Billing Classifications</u>	<u>2023 Rates</u>
Principal Engineer VI	\$307	Construction Manager X	\$284
Principal Engineer V	\$295	Construction Manager IX	\$265
Principal Engineer IV	\$284	Construction Manager VIII	\$250
Principal Engineer III	\$271	Construction Manager VII	\$242
Principal Engineer II	\$261	Construction Manager VI	\$225
Principal Engineer I	\$251	Construction Manager V	\$207
Professional Engineer IX	\$240	Construction Manager IV	\$196
Engineering Designer IX	\$231	Construction Manager III	\$179
Professional Engineer VIII	\$229	Construction Manager II	\$165
Engineering Designer VIII	\$218	Construction Manager I	\$147
Professional Engineer VII	\$216	Quality Control Compliance Specialist	\$172
Engineering Designer VII	\$209	Inspector VII	\$207
Professional Engineer VI	\$206	Inspector VI	\$190
Engineering Designer VI	\$198	Inspector V	\$172
Professional Engineer V	\$194	Inspector IV	\$161
Engineering Designer V	\$186	Inspector III	\$143
Professional Engineer IV	\$183	Inspector II	\$128
Engineering Designer IV	\$183	Inspector I	\$110
Professional Engineer III	\$177	Technician IV	\$176
Engineering Designer III	\$177	Technician III	\$158
Engineering Designer II	\$163	Technician II	\$137
Engineering Designer I	\$150	Technician I	\$116
Principal III	\$310	Project Coordinator IV	\$166
Principal II	\$284	Project Coordinator III	\$154
Principal I	\$257	Project Coordinator II	\$138
Project Manager IV	\$248	Project Coordinator I	\$122
Project Manager III	\$236	Administrative III	\$122
Project Manager II	\$210	Administrative II	\$112
Project Manager I	\$184	Administrative I	\$99
Cost Estimator III	\$276		
Cost Estimator II	\$221		
Cost Estimator I	\$166		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

**City of Vancouver
Rate Schedule
As of May 2023**

Classification	Hourly Rate	Overhead @ 205.68%	Profit @ 30%	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$87.79	\$180.56	\$26.34	\$294.69
Principal Engineer/Planner	\$73.99	\$152.18	\$22.20	\$248.37
Associate Engineer/Planner	\$65.33	\$134.37	\$19.60	\$219.31
Senior Engineer/Planner	\$54.69	\$112.49	\$16.41	\$183.59
Engineer/Planner	\$43.93	\$90.35	\$13.18	\$147.46
Transportation Analyst	\$36.72	\$75.53	\$11.02	\$123.27
Technician I	\$31.22	\$64.21	\$9.37	\$104.80
Technician II	\$37.16	\$76.43	\$11.15	\$124.73
Senior Technician	\$43.07	\$88.59	\$12.92	\$144.59
Associate Technician	\$53.86	\$110.78	\$16.16	\$180.80
Office Support	\$27.88	\$57.35	\$8.36	\$93.60
Data Analyst / Software Technician	\$43.17	\$88.80	\$12.95	\$144.93
Senior Data Scientist/Developer	\$63.75	\$131.12	\$19.12	\$213.99

**Average classification rates by category are shown above. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.*



Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

SURVEYING

Project Administrator I (Assistant)	100.00
Survey III	126.00
Survey IV	136.00
Survey V	152.00
Survey VI	168.00
Survey VII	188.00
Survey 1-Person Crew	173.00
Survey 2-Person Crew	213.00
Unmanned Aerial Sys Operator II	142.00
Unmanned Aerial Sys Operator II	153.00



Staff Report: 113-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Award project to BCE Engineers a five (5) Year Contract, per RFQ # 22-23 Architectural Electrical Assessments and Services to include drawings and specifications for upgrades to City Buildings

Key Points

To assess current city buildings for the possibilities of going all electric as well as installing solar panels on some city buildings or properties.

Strategic Plan Alignment

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

Present Situation

On March 8, 2023, RFQ # 22-23 Architectural Electrical Assessments and Services was issued for solicitation for qualifications from architectural and electrical firms to assess city buildings for electrical upgrades for all electric and solar opportunities along with construction drawings and specifications for the upgrades.

Along with standard advertising, firms from the MRSC list, which included veteran-, minority-, and women-owned firms, were notified of the solicitation and requested their qualification statements.

On April 5, 2023, the city received four (4) qualification statements for the RFQ 22-23 Architect Electrical Assessment and Services project. The qualification statements were evaluated based on project approach and understanding, also capabilities and understanding.

BCE Engineers of Fife, Washington was selected to provide the building assessments.

Advantage(s)

Allows continued performance of maintenance and upgrades as needed to present safe and energy efficient buildings to the public to show compliance.

Disadvantage(s)

None

Budget Impact

Funds to assess building electrical or solar upgrades have been budgeted through the capital projects budgets. Funds for projects through the life of the contract will be approved through yearly supplemental process or approved capital projects.

Prior Council Review

None

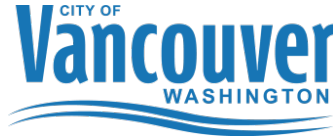
Action Requested

Authorize the City Manager or their designee to execute a professional services agreement with BCE Engineers for the services referenced above in a contract with a not-to-exceed amount of \$1,000,000.

Mike Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

- ▣ Contract



CITY OF VANCOUVER
ARCHITECTURAL ELECTRICAL ASSESSMENTS AND SERVICES AGREEMENT
No. C-101253

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and BCE Engineers (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 22-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

Contractor will conduct building structural, architectural and electrical upgrade assessments to various City buildings. As needed, Contractor will produce construction drawings and specifications for solar and building electrical upgrade projects.

A specific scope of service will be negotiated during the development of each task order for work and will be based on the City’s requirements and the Contractor’s input.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

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

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment “A”, incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City’s contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2028. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the

City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

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

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

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

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

12. TERMINATION FOR DEFAULT: If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if

the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

- 13. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 14. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 15. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 16. LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers’ compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as

broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Ben Hedin

BCE Engineers

6021 12th St E, Suite 200

Fife, WA 98424

Email: ben.hedin@bceengineers.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 20. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

25. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
BCE Engineers

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

2023
Fee Schedule
Standard Hourly Rates

Principal	\$215.00
Associate Principal	\$195.00
Senior Associate.....	\$175.00
Associate	\$165.00
Senior Engineer/Specialty Designer.....	\$145.00
Engineer/Senior Designer.....	\$130.00
Engineering Assistant/Designer.....	\$108.00
Revit Modeler / Drafter / CAD Technician.....	\$ 93.00
Spec Typist.....	\$ 85.00

Reimbursable Expenses

Copies (8 ½ x 11)	\$0.15/Sheet
Copies (24" x 36")	\$5.50/Sheet
Copies (30" x 42")	\$5.50/Sheet
Mileage	\$0.50/Mile

MACKENZIE.

P 360.695.7879 ■ F 503.228.1285 ■ W MCKNZE.COM

The Hudson Bldg, 101 E 6th Street #200, Vancouver, WA 98660

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS \$ 175 – \$ 290

ARCHITECTURE/LANDSCAPE

Design Director	\$ 190 – \$ 250
Senior Project Architect	\$ 170 – \$ 270
Project Architect I – III	\$ 110 – \$ 215
Architectural Designer II-III	\$ 90 – \$ 185
Architectural Designer I	\$ 65 – \$ 100
Designer/Drafter	\$ 60 – \$ 95
Intern	\$ 60 – \$ 90

ENGINEERING

Senior Project Engineer	\$ 160 – \$ 250
Project Engineer I – III	\$ 105 – \$ 210
Designer I – II	\$ 85 – \$ 165
Transportation Analyst I – II	\$ 70 – \$ 120
Designer/Drafter	\$ 85 – \$ 150
Intern	\$ 65 – \$ 100

PLANNING

Senior Project Planner	\$ 150 – \$ 235
Project Planner I – IV	\$ 95 – \$ 220
Permit Coordinator	\$ 60 – \$ 100
Assistant Planner	\$ 70 – \$ 120
Intern	\$ 60 – \$ 90

INTERIOR DESIGN

Senior Project Interior Designer	\$ 150 – \$ 230
Interior Designer III – V	\$ 100 – \$ 175
Interior Designer I – II	\$ 70 – \$ 135
Intern	\$ 60 – \$ 90

ADMINISTRATION

Administrator	\$ 70 – \$ 190
Word Processor	\$ 85 – \$ 115
Graphic Artist	\$ 85 – \$ 130

*Subject to change April 2024



Staff Report: 114-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Directing City Staff to negotiate and execute a Lease Agreement with Washington State Department of Transportation (WSDOT) for temporary establishment of a Safe Stay Community

Key Points

- Unsheltered homelessness has continually increased and has significant negative impacts on the broader community and unhoused residents themselves.
- Our community does not have shelter capacity to meet the growing need.
- The Ninth Circuit Court of Appeals has held that cities cannot criminalize camping in all places, at all times, unless there is adequate access to temporary shelter (Martin v. Boise).
- Revisions to Chapter 8.22 VMC "Camping" have been made to implement a Safe Stay Community Pilot Program.
- Establishment of Safe Stay Communities increases health, sanitation, and livability for all Vancouver residents, businesses, and visitors.
- The City has established two Safe Stay Communities, both located on city-owned property, and has a temporary license agreement with another private property owner to establish a third Safe Stay Community, which is in the works.
- WSDOT experiences continual challenges with individuals living on WSDOT rights-of-way (ROW) and does not have capacity or expertise to provide services needed by unhoused individuals; allowing the establishment of a Safe Stay Community on their property gives WSDOT the ability to address unsheltered homelessness in a meaningful way.
- Community engagement and the two-week public comment period for this proposed site has been completed. Staff has reviewed all public comment and recommends approving this temporary agreement with WSDOT to establish the fourth Safe Stay Community on a portion of their property at 4611 Main St.

Approval of this Agenda Item would direct City Staff to negotiate and execute a Temporary Lease Agreement with WSDOT and begin work temporarily establishing a Safe Stay Community on this property.

Strategic Plan Alignment

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

Objective 3.1: Strengthen community identity and sense of belonging

Objective 3.2: Improve services available to underserved or vulnerable residents

Present Situation

The most recent Point In Time Count found 672 individuals living unsheltered county-wide (up from 625 in 2022), however, at a recent ECHO meeting, Council for the Homeless reported 1151 individuals were on the shelter waitlist on that day. Based on a combination of that data and observational information from HART, law enforcement and other outreach, an estimated 500-600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to the individuals experiencing unsheltered homelessness, as well as the rest of the community and the environment. At this time, our community does not have an adequate supply of shelter or housing options to meet the growing need.

This Council has observed that many individuals who live outdoors on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by outdoor habitation. In December 2022, our community held a memorial service for 32 individuals connected to the local unhoused community, and 23 of those died while living unsheltered. There are currently 10 individuals on the 2023 memorial list, that we know of, who died while experiencing unsheltered homelessness.

Simultaneously, Council has also observed that the City's sensitive ecological areas are adversely impacted by adverse secondary impacts of outdoor habitation. The City's sensitive waterways, water treatment facilities, stormwater and wastewater facilities are particularly vulnerable to impacts of illegal dumping and improper disposal of human waste. Additionally, individuals living outdoors in greenways and wooded areas, who utilize fire as a source of heat, or to cook with, increase the potential for wildfire in those areas, particularly during our dry/summer months.

In an effort to reduce the aforementioned negative impacts of unsheltered homelessness, provide for greater safety, stability, and access to needed services for individuals experiencing unsheltered homelessness, and to remain in compliance with *Martin v. Boise*, staff has proposed, and this Council has approved, the establishment of city-sponsored Safe Stay Communities in designated areas. These Communities are managed and supported by contracted service providers who work to:

- ensure safety and sanitation within and immediately surrounding the designated Community,
- assist Safe Stay Community residents with obtaining stability, accessing needed resources, and transitioning into a more permanent housing situation, and
- proactively engage with the surrounding neighborhood(s) to mitigate potential negative impacts to the neighborhood, facilitate neighborhood participation and volunteer opportunities within the designated Community, and encourage participation in neighborhood/community events, neighborhood association meetings, etc. amongst Community residents.

City staff have established two Safe Stay Communities, both located on city-owned property, and are currently working to establish a third site on privately owned property downtown. While City

Council is not legally required to approve agreements involving lease of land owned by others, members of this Council have expressed a desire to consider community feedback before directing City Staff to temporarily site Safe Stay Communities on land owned by individuals or entities other than the City of Vancouver. Given the ongoing need for additional Safe Stay Communities to meet the need of unhoused Vancouver residents, city staff continue to evaluate additional properties and have been in contact with WSDOT about the possibility of siting a Safe Stay Community on a portion of their property at 4611 Main St. Pursuant to City Code, Safe Stay Communities may be established as a temporary use for a 1-year term with up to two, 1-year extensions. (The total maximum duration allowed under City Code is three years, including all possible extensions.) If a Safe Stay Community is established at this location, a 1,000-foot buffer area would be automatically implemented prohibiting camping and outside habitation near the Safe Stay Community. (VMC 8.22.040(B)(1)). As a State agency that experiences a substantial amount of camping/outdoor habitation on their property, and without the capacity to provide meaningful services to those individuals, WSDOT is a very willing and supportive partner in this agreement. If approved, this will be the first agreement of its kind in the State of Washington, and WSDOT has expressed being hopeful that this kind of partnership can be replicated with other jurisdictions in the state.

Advantage(s)

1. Safe Stay Communities serve as a temporary bridge while more permanent housing and shelter options are implemented; the 1-year review of the City's first Safe Stay Community, The Outpost, shows that 41% of the residents served in that time period exited to permanent housing; nearly 40% of the current Hope Village residents are working; and all of the individuals living in our Safe Stay Communities are living in safer and more humane conditions than they were prior to entry.
2. Because these sites are managed, our community has seen a decrease in solid waste, encampments in unsafe spaces, and negative environmental impacts.
3. Because these sites are supported, residents have greater access to services, increased stability, and safer, healthier, and more humane living conditions as they work to resolve their homelessness.
4. Approval of this Temporary License Agreement would allow City Staff to begin work on this property to establish the fourth Safe Stay Community.

Disadvantage(s)

None at this time.

Budget Impact

Funding for various services to establish and support the Safe Stay site 4 was included in the 2023-2024 budget.

Prior Council Review

- May 24, 2021 City Council Workshop
- August 2, 2021 City Council Workshop
- August 16, 2021 City Manager Communications
- September 13, 2021 City Council Meeting
- June 6, 2022 Council Memo

- September 12, 2022 City Council Meeting
- June 5, 2023 City Council Meeting

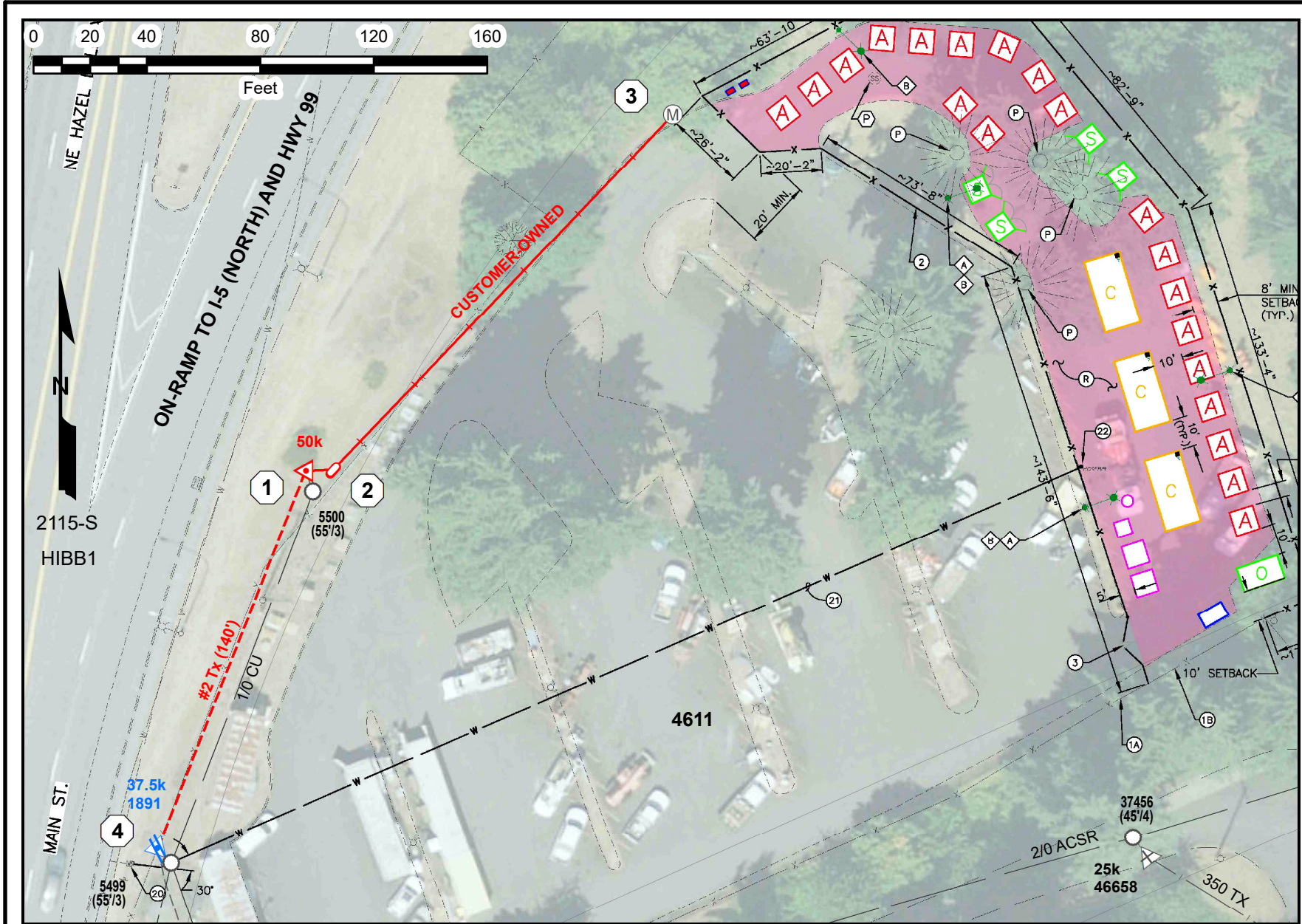
Action Requested

Direct City Staff to finalize negotiations and execute a Lease Agreement with Washington State Department of Transportation, and commence work temporarily establishing a Safe Stay Community pursuant to the terms of the Lease and applicable provisions of City Code.

Jamie Spinelli, Homeless Response Manager, 360-487-8610

ATTACHMENTS:

- ▢ Exhibit A - Map
- ▢ 2023 Point In Time Count Report
- ▢ Engagement Analysis for Safe Stay Community 4
- ▢ Safe Stay 4 Be Heard Comments
- ▢ Safe Stay Community 4 Additional Comments



CPU To:
WL 1 INSTALL: 50BM; T3; U83
SPAN 1-4 INSTALL: 2A3 (#2 AL-Tx)
WL 3 INSTALL SC METER
WL 4 REMOVE: 37BM (XFMR #1891)

CUSTOMER'S CONTRACTOR To:
WL 1 STUB-UP 3" CONDUIT AT POLE BRACKET; COIL 40' OF Tx AT BASE OF POLE
SPAN 1-2 INSTALL: 350AU3 (350 URD AL Triplex); PC3 (3" sch 40 conduit)
WL 2 INSTALL: UED6 (Upright Pedestal) PER CPU SPEC.
SPAN 2-3 INSTALL CUSTOMER-OWNED AND MAINTAINED SERVICE CONDUCTOR PER N.E.C.
WL 3 INSTALL CPU APPROVED 400A (324N), 120/240V, 1-PH. SVC. PER N.E.C. AND OBTAIN INSPECTION

WL	WF	Pad/Pole	KVA	PUD#	Serial#	MFG BY	TAP	PH	IMP
1	INSTALL	POLE	50				95	A	
4	REMOVE	POLE	37.5	1891	3780918	WP	95	A	

NEW UG 400A, 120/240V, 1-PH. SVC.; 50BM; U83; SET SC METER

PURPOSE:

DRAFT

GENERAL CONSTRUCTION NOTES

- 1. CONTRACTOR MUST BE ON CPU'S LIST OF APPROVED CONTRACTORS.
- 2. ALL CONSTRUCTION TO COMPLY WITH CPU STANDARDS AND BE COMPLETED AS DESIGNED BY CPU.
- 3. DISTANCES SHOWN ARE APPROXIMATE.
- 4. WORK WITHIN RIGHT-OF-WAY TO COMPLY WITH THE RIGHT-OF-WAY PERMIT ISSUED FOR THE PROJECT.
- 5. ALL MATERIAL TO BE OWNED BY CPU MUST BE FROM THE APPROVED MATERIALS LIST AND SUPPLIED BY AN APPROVED DISTRIBUTOR.
- 6. ALL PRIMARY CONDUIT RUNS TO BE SCH 40 AND HAVE 90° X 36"R ELBOWS ON EACH END UNLESS OTHERWISE CALLED OUT.
- 7. TRENCH DEPTHS FOR CPU OWNED CONDUCTORS:
 - PRIMARY: 42-48"
 - SECONDARY: 24-36"
- 8. THE CONTRACTOR IS TO ARRANGE THE FOLLOWING INSPECTIONS:
 - TRENCH AND CONDUIT (DEPTH AND LOCATION)
 - FINAL (TRANSFORMERS, CONDUCTORS, TAGGING, MAKE UP, TERMINATIONS, GRADE, ETC.)
- 9. STAKING BY A LICENSED SURVEYOR OF FINAL GRADE, CURBS, PROPERTY CORNERS AND/OR PROPERTY LINES MAY BE REQUIRED.
- 10. SECONDARIES:
 - ARE CUSTOMER OWNED AND MAINTAINED AND NEED TO BE SIZED BY THE CUSTOMER'S ELECTRICIAN.
 - MUST BE APPROVED BY ELECTRICAL INSPECTOR
 - UTILITY VAULT #44-332P TO BE USED IF MORE THAN 6 SECONDARIES PER PHASE ARE CONNECTED IN A TRANSFORMER (SPEC UTP4-6.)
 - MAX NUMBER OF RUNS IS 8 PER PHASE
 - MAX SIZE IS 750MCM
- 11. ALL METERING TO COMPLY WITH CPU METERING SPECS. SEE SPEC M FOR DETAILS. SEE COMMERCIAL HANDBOOK FOR MULTI-METER LABEL REQUIREMENTS.
- 12. CPU ENGINEER TO BE NOTIFIED 2 WEEKS PRIOR TO INSTALLATION.

CPU CHARGES

- MISC./AID TO CONSTRUCTION\$5,801.50
- SYSTEM DEVELOPMENT CHARGE\$ 946.00

PAYMENT REQUIRED PRIOR TO SCHEDULING WORK.
(Prices good for six months from drawing date.)



VICINITY MAP, PAGE: 17

CPU CONTACT PERSONNEL

- DESIGN: CHARLIE BEATTY (360) 992-8721
- CONSTRUCTION: BRIAN RODEN (360) 992-8870
- METERING DEPT. COORDINATOR: (360) 992-8001
- INSPECTIONS/SCHEDULING: (360) 992-8839 / OPS@CLARKPUD.COM

Clark Public Utilities

CITY OF VANCOUVER

4611 MAIN ST

NEW SERVICE

DESIGN BY: CBeatty ACCTNG # 12-B-00111

DATE: 05/17/22 Sheet 1 of 1

WORK REQUEST # 585286-1

Part 1: Homeless Population	Sheltered		Unsheltered 2023	Unsheltered 2022
	Emergency	Transitional		
Number of Families with Children (Family Households):	49	42	43	46
Number of Households <u>without</u> Children:	233	97	495	392
Number of Households <u>without</u> Adults (nobody over 17 years old):	2	0	5	18
1. Number of Persons in Families with Children:	168	102	140	150
Number of persons (under age 18)	87	56	74	80
Number of persons (Age 18-24)	9	12	2	0
Number of persons (over Age 24)	72	34	64	70
2. Number of Single Individuals and Persons in Households <u>without</u> Children:	258	98	527	457
Number of persons (Age 18-24)	9	18	32	20
Number of persons (over Age 24)	249	80	495	437
3. Number of Persons in Households <u>without</u> Adults (nobody over 17 years old):	2	0	5	18
Total Persons: (Add Lines Numbered 1, 2 & 3)	428	200	672	625
Part 2: Homeless Subpopulations	Sheltered		Unsheltered 2023	Unsheltered 2022
	Emergency	Transitional		
a. Chronically Homeless Individuals	134	N/A	169	95
b. Chronically Homeless Families	6	N/A	5	0
c. Persons in Chronically Homeless Families	21	N/A	20	0
d. Veterans - Male	15	5	31	22
e. Veterans - Female	3	0	0	2
f. Veterans – Gender Not Singularly M or F	0	0	1	0
g. Senior citizens (aged 62 or older)	56	14	40	37

Notes:

1. People in Emergency Shelter increased 10% due to Bertha's Place opening to full capacity in 2023 and the addition of the Hope Village safe stay shelter community.
2. People in TH increased 9% from 2022.
3. Number of sheltered seniors aged 62 or older increased 17% as a result of prioritizing that population for the new Bertha's Place shelters.
4. Unsheltered people increased 8% from the 2022 count. Chronically homeless unsheltered individuals increased 78% from 2022 and unsheltered veterans increased 33% with 24 in 2022 and 32 in 2023.
5. Unsheltered families decreased slightly with 46 in 2022 and 43 in 2023. However, in 2023, 5 of those 43 families were also identified as chronically homeless households.
6. In 2023, the street count was planned and performed by an expanded number of coordinated year-round outreach teams whose knowledge and experience benefitted the count.

June 15, 2023

Proposed Safe Stay Community Engagement Analysis

The analysis below reflects comments and questions received since May 24, when the City formally proposed a Safe Stay Community for 4611 Main Street.

During the comment and engagement period, community members have shared comments across different platforms and events, including:

- More than 785 comments on social media
- 156 comments submitted through Be Heard Vancouver
- 19 comments submitted by email to the City Manager's office

City staff also gathered comments and questions during two community information sessions:

- Online session on May 31 on Zoom
- In-person meeting on June 5 at Discovery Middle School

Overall Themes

Among those who expressed **positive sentiments or support** for the proposed location, community members mentioned:

- Belief that the proposed location is well suited for a Safe Stay Community
- Support for the City's overall efforts to help those living unhoused. These comments often emphasized the benefits that Safe Stay Communities provide to people experiencing homelessness. Commenters said that they feel the Safe Stay Community will:
 - Offer a safer and more secure environment than living in tents
 - Help reduce crime by increasing 24/7 supervision
 - Decrease illegal camping in the area, because of the no-camping buffer
 - Provide greater safety and security for those who live in the area
- Several community members highlighted the importance of compassion and assistance in helping unhoused individuals. They argued that homelessness is often caused by financial problems, broken families, addiction, or other challenging circumstances. They believe that Safe Stay Communities help provide dignity, access to resources and support for individuals to get back on their feet.
- Several commenters referenced existing Safe Stay Communities and their positive impact on reducing crime, providing access to services and offering temporary shelter for transition into permanent housing. These commenters view Vancouver's efforts as setting a good example for other communities.
- A few commenters cited the support of the Vancouver Police Department as influencing their own support for the proposed location
- A few community members, including some staff at Discovery Middle School and the nearby First Presbyterian Church, also expressed interest in volunteering or partnering with the proposed Safe Stay Community
- A handful of community members who support the proposed location also chose to leave early during the in-person information session on June 5, citing frustration with the contentious nature of the meeting and the attitudes of some of those who oppose the Safe Stay Community

Among those who expressed **mixed or neutral sentiments** about the proposed location, community members mentioned:

- Feeling uncertain, unsure, skeptical or cautiously supportive of the proposed Safe Stay Community
- Many community members asked questions related to:
 - The screening and intake process, especially regarding how sex offenders and those who have committed violent crimes are handled
 - How the Safe Stay Community will be managed by Do Good Multnomah
 - The type of rules or policies that govern resident behavior, including how drugs and alcohol are handled
 - The outcomes of existing Safe Stay Communities, particularly resident success rates, the number of residents transitioning to permanent housing and how existing sites have impacted crime in surrounding neighborhoods
 - A desire to learn more about the experiences of those living near existing Safe Stay Communities
- Some comments expressed support for Safe Stay Communities overall, but shared concerns about the proposed location.
 - Some of these commenters feel that it is not appropriate to have two locations in west Vancouver or that the third and fourth communities will be too close to each other.
 - These commenters expressed support for another Safe Stay Community in central or east Vancouver, potentially along Mill Plain Blvd. or 136th Avenue.

Among those who expressed **negative sentiments, concerns or opposition** to the proposed location, community members mentioned:

- Many commenters expressed concerns about the proposed location. These community members feel that the location is too close to nearby schools and Kiggins Bowl.
 - Some community members highlighted the age of students at Discovery Middle School and their concern that students of this age group are particularly vulnerable
 - Some suggested that it was not appropriate to site a Safe Stay Community near Discovery Middle School because it is a lower income school
 - Some comments said that it is not appropriate for students to walk by a Safe Stay Community on their way to or from school.
- A significant number of commenters suggested that Safe Stay residents are mentally ill or addicted to drugs and that their presence in the area will lead to increases in drug use, drug dealing or property crime; they also suggested that Safe Stay residents pose a danger to students and the neighbors
- Comments also shared concerns that the Safe Stay Community will:
 - Negatively impact businesses or property values
 - Attract more unhoused people to the area or encourage illegal camping, particularly outside the 1000-foot buffer, in nearby parks or along the Burnt Bridge Creek trail
 - Make neighbors feel less safe walking in the area
- Some community members who expressed opposition to the proposed location also offered contradictory reasons, regarding existing camping in the area:
 - While some said that a Safe Stay Community is inappropriate because there is already crime and illegal camping in the area, others said that a community is inappropriate because there is no illegal camping in the area; the latter group believes that a Safe Stay Community would bring more unhoused people to the area

- A few commenters expressed specific concerns with the nonprofit provider, Do Good Multnomah, arguing that the organization has mismanaged their shelters in Portland. They cited past news coverage from [Willamette Week](#), [KOIN](#) and the [Oregonian](#), along with [a report](#) from Portland's city auditor regarding the former Sandy Studios complex.

Social Media Engagement

Data from Zencity, the City's community feedback platform, shows that online comments spiked in the days after the proposed Safe Stay Community was announced. Since May 24, there have been a total of 1611 interactions—posts, comments, shares and likes—across Instagram, Facebook and Twitter.

- The City's initial post on Instagram garnered 412 likes and 139 comments.
- Posts on Facebook generated 33 comments.
- On Nextdoor, posts about the proposed Safe Stay Community generated a total of 492 comments. In addition to the City's announcement post, which generated 125 responses, three posts by Vancouver community members generated 225, 133 and 9 responses respectively.

These posts generated significant dialogue and debate between community members. Notably, the exchanges on Nextdoor included substantially more support for the proposed location than was seen during engagement for the previous three Safe Stay Communities.

Top Comments from Social Media

Comments that garnered the largest number of supportive reactions (Nextdoor) and likes (Instagram or Facebook) are included below. Comments have been anonymized and only minimally edited for clarity.

"And in the real world the Safe Stay villages are already paid for, the existing ones have greatly reduced local crime and local Law Enforcement are supporting this effort 🙌" (71 reactions)

"What is wrong with giving some homeless folks a leg up and a place to stay clean and comfortable? Would you rather them living in tents?" (58 reactions)

"Sorry, not sorry. I think this a great (and compassionate) idea. You can complain about camps, and rough sleepers, and do nothing...or help people make the transition. At least unhoused people can feel safer, and have a secure place for their possessions." (57 reactions)

"Why the F*** would you put a bunch of homeless derelicts next to a school full of preteen boys and girls????!!!! Has this f***ing city lost its mind??? I am outraged and ready to leave." (29 likes)

"It is too close to the schools and to Kiggins bowl. There is many other options not close to children" (26 reactions)

"The drug usage is what drives the homeless wagon. As long as we turn our heads and continue to allow that activity, we will continue to increase the homeless situation. We need a large facility to incarcerate and treat people. For the mentally ill, they need to be placed in a facility to protect them; for the drug addicts they need to be placed where they will be able to get off them. Continually opening these home projects doesn't even come close to handling the problem. Don't forget they come over from PDX to where they will be accommodated. It's called "tough love!" (26 reactions)

"Awesome. Housing is a human right. 🙌🙌" (25 likes)

"Yea, sure, let's blame and punish the homeless population who need help instead of investigating other avenues of spending. Glad to see how "compassionate" some of our community is. I hope you never find yourself at the mercy of people who think like you, because you'd be left out in the cold." (24 reactions)

"I used to talk to the homeless when I worked in downtown Portland. Contrary to your thinking, they are not all drug addicts. In fact, the ones I talked to did not have a drug problem. They had a financial problem. They could not afford a place to live. Only one young kid was a drug addict. A lady in her 60's explained to me that many become homeless and turn to drugs out of despair. There are also many who live in the shelters and go to work. They have no place to live. Another common denominator that I found was that they had no family, they either lived in another part of the country or they were no longer living. Growing up we could have been in that situation if my dad hadn't paid our house off. He had a heart attack in his 40's and couldn't work. Somehow, we made it. Mom had to work, this was in the days where women were stay at home moms, and put food on the table. We ate a lot of beans. So please have some compassion. You could be in their shoes. And believe me, it isn't pretty." (23 reactions)

"Getting the homeless into safe housing would reduce crime." (23 reactions)

"Maybe, just maybe, you might try giving others, who don't live in 3 million dollar planned neighborhood (like Cimeron) a large helping of grace. Stay Safe Villages, or these tiny homes in a planned neighborhood (just like your planned neighborhood), offer people the opportunity to get on their feet again...These Stay Safe neighborhoods are a GOOD thing. They allow people to have dignity and to have access to assistance programs to get them back into life and back in the work force. So maybe, just maybe, turn your thinking around; be grateful you live in a beautiful home and hope for a future where there is enough affordable housing for everyone." (22 reactions)

"We need more kindness and compassion. This site will be managed 24/7 fenced and staffed. We complain about homelessness, but we're given an opportunity to do something about it, and its been pretty successful so far. 4th location now." (21 likes)

"And these safe rest villages give people those resources. It is easier to make your appointment with a therapist, a counselor, or your case worker when you know your things are not going to be stolen from your tent while you are at an appointment. It is easier to engage in therapy when you are not starving or cold or so hot you can't think. Compassion is the first step." (21 reactions)

"So close to Disco!!! Why not place in NW Neighborhood or another pricey area where city employees & Share exec's live? Downtown/Main Street/Hough already shoulder an unequitable cost of increased crime thanks to Share House transients,etc. We don't want a corridor of crime in a concentrated area on the west side of town (thefts, property damage, hookers, drug deals). Review the 911 calls, listen to the sirens, check out the tent city surrounding Share Houde, watch the first responders going to & from that area Multiple times Every Day. As an acquaintance who volunteers at a shelter recently said, the homeless problem isn't due to lack of housing, it's mostly due to abundance of drugs & broken families. Emphasis should be on 1) preventing the problem & 2) treating it... not enabling irresponsibility and criminal behavior." (20 reactions)

"Next to the school? Ok I understand it's great to get people some reasonable housing but seriously? Somebody has lost their mind." (19 likes)

"ENOUGH IS ENOUGH! This Council needs to back off! We aren't a bottomless \$\$\$ pit and we don't want any more crime, especially when they have taken power and money away from law enforcement!" (18 reactions)

"No thanks! How about Clary County opens a mental health facility!" (14 likes)

"Sorry to say it doesn't matter what the public says they will do whatever they want." (13 reactions)

"I believe voters approved housing funds for these projects. They seem to be working" (10 reactions)

"Next to the Mayors house would be the best site." (10 likes)

"A lot of NIMBY going on here...I hope this is well used and it helps improve life of those currently homeless just to spite all of you." (10 reactions)

"Let's put this on the backs of churches, mosques, temples in the area. These organizations preach 'love thy neighbor' and acts of charity-let them show it in action! Also, religious institutions get a tax break. It's time to give back." (9 likes)

"Many homeless have jobs which means stability. They simply cannot afford apartments." (9 reactions)

"Why is the poster just ignoring the comments that do not agree with this project? Why isn't there even a pretense of caring what at least half of the responders have said? It seems like these projects are just foregone conclusions. Just be honest. You're putting the next village exactly where it's proposed--to hell with what the rest of us (you know, the citizens paying the tab for it all?)." (9 likes)

"Good place for tiny houses, hopefully some people can feel more safe than in tents." (8 reactions)

"I always hesitate to read the comments section on a post like this as 99% of them are just bashing the homeless. So happy that isn't the case here and that people are fighting angry fiction with logic and facts. Many thanks to those who see the intrinsic value in programs such as the Stay Safe communities, which provide a hand up to people in need." (7 reactions)

"Too close to a school. There has to be other locations. I am all for a hand up. There must be rules and an end to stop the cycle of homelessness." (7 reactions)

"I think it will hurt our property values in the surrounding areas. It's like the city of Vancouver is taking thousands of dollars out of the pockets of Hazel Dell homeowners. It's a slap in the face." (7 reactions)

"Two of your stated factors show why It wouldn't make sense on north Main st. The share house downtown , The stay safe two blocks north of the down town park , (yet to be built) , I am cool with those , (and they are closest to me).But adding the main st. one within 2 miles makes it a over-saturated corridor. Vancouver goes all the way to Camas city limits, all accessible to the Vine. The city of Vancouver owns property all over Vancouver. This isn't very (equitable)To local businesses , or homeowners" (7 reactions)

"I think this new location is a great spot. If anyone is wondering how the safe stay communities look drive by one located on Fourth plain just East of General Anderson (south side of Fourth plain) it's clean and quiet and you probably wouldn't even know it's there unless someone pointed it out. There are rules to go by while you live there. I feel much better knowing they don't have to sleep in a doorway somewhere." (6 reactions)

“Not an appropriate site. Need to be in a location more like the 4th Plain one. Put it on the old tower mall site. Section off part of city hall parking lot and place it there, NOT next to a school that is busy with lots of activity and needs every bit of parking. Don't give our money to a Portland Organization!” (6 likes)

“I do not think it should be near a school and sports field.” (6 reactions)

“Comments won't matter. They will do what they want, just like the one downtown.” (6 reactions)

“I'm not against stay safe sites , but putting one next to another one 1.5 to 2 miles from another one doesn't make sense... spread them out over Vancouver... slapping them together makes no sense... put one on 205 and mill plain...just my opinion. dont cluster them together.” (6 reactions)

“The Stay Safe Village off 112th helped a lot. There used to be a very sketchy camp there. Now people have access to services, it's supervised, there's no litter problems, and no drugs or drinking (at least not in the open). The villages are meant as temporary shelters to help people transition into permanent housing. Vancouver is setting a good example, showing what other communities should be doing.” (6 reactions)

News Coverage

The proposed Safe Stay Community generated multiple stories from local media, including:

- Three stories from the Columbian, which generated 46 comments on Facebook, including a [positive editorial](#)
- Two stories from [KATU](#), which generated 54 comments on Facebook
- A story from [KOIN](#), which generated 20 comments on Facebook

These stories were primarily supportive or neutral in tone, encouraging community members to share their feedback or attend information sessions. Reporters from KATU, KOIN and KGW attended the May 31 online information session. KATU also reported on the in-person meeting at Discovery Middle School on June 5.

Safe Stay Community Comment Form

SURVEY RESPONSE REPORT

15 April 2019 - 12 June 2023

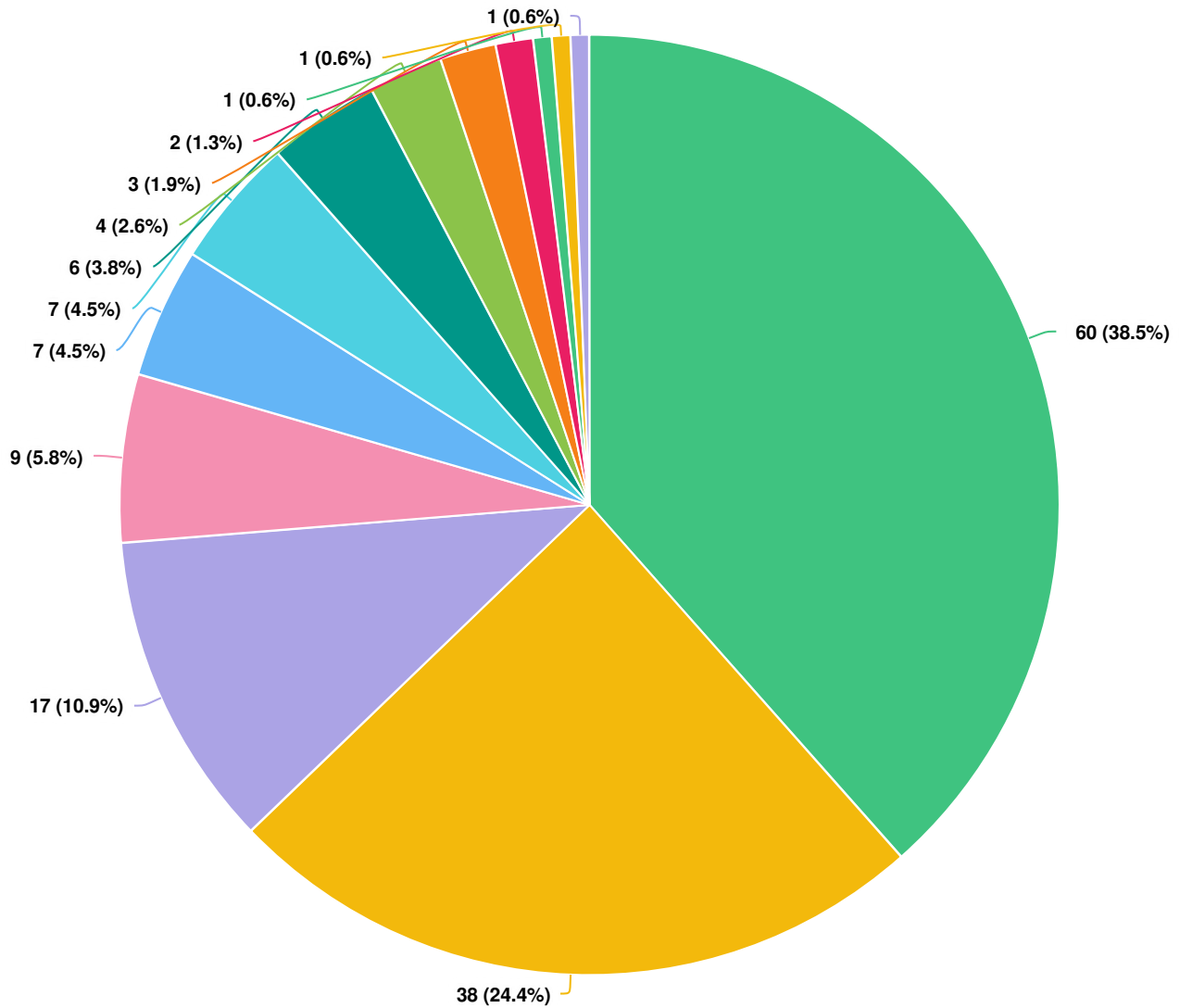
PROJECT NAME:

Safe Stay Community #4



SURVEY QUESTIONS

Q1 In what zip code do you live or work in Vancouver?



Question options

- Vancouver, WA 98663
- Vancouver, WA 98660
- Vancouver, WA 98661
- Vancouver, WA 98685
- Vancouver, WA 98665
- Vancouver, WA 98682
- Vancouver, WA 98662
- Vancouver, WA 98684
- Vancouver, WA 98683
- Vancouver, WA 98686
- Camas, WA 98607
- Vancouver, WA 98664
- Ridgefield, WA 98642

Mandatory Question (156 response(s))
Question type: Region Question

Q2 | Share your comments about the proposed Safe Stay Community

Anonymous

5/24/2023 04:25 PM

I always thought that parking area would make a great location for a Safe Stay community. One comment: how about making the fence more decorative with murals or other public art? Let's make it beautiful for the residents and the neighbors. Add plants and flowers to soften the asphalt. Add color. Our unhoused residents deserve more than utilitarian standardization. Just a thought.

Anonymous

5/24/2023 05:37 PM

I am concern about the location of the 4th Safe Stay Community. I drive by the corner of 45th and Main Street nearly every day. There are children who gather at the apartment complex waiting for their school buses. We have also had a significant increase of car thefts and items stolen from cars parked on the street. It seems to me the city is condensing the communities downtown. We want to encourage visitors to Vancouver to feel safe downtown. We want families to bring their children to the park and to new restaurants downtown. Portland has businesses moving out of Portland due to safety concerns. We don't want to replicate their concerns downtown. People from Portland and surrounding areas are moving to Vancouver for many reasons, but family safety is certainly a concern. I am especially concerned about a new community right by the Kiggins bowl and close to 3 schools. I hope another location can be found.

Anonymous

5/24/2023 09:15 PM

This location is too close to discovery school and children/youth using logins bowl. Unless there are criminal history checks that include limitations on sex offenders or violent offenders - this site should not be considered in order to keep our children safe.

Anonymous

5/24/2023 09:56 PM

BAD IDEA! Why this close to a school? Why nestled in a wooded area? This location is too close to the schools and neighborhoods. There are already encampments in the park close by. Our alleys are full of people going through the garbage looking for cans already. THIS IS A TERRIBLE LOCATION. TERRIBLE. You will get way more than what you plan for. PLEASE reconsider. My kids walk to school there. There have been several terrible incidents involving kids walking to schools and house-less people in this part of town already. This is NOT a good location. Please find a location with less kids walking to school. It is not fair to the families who live here. I know that not all people in need of homes are a danger, BUT some are and have shown that in the past. No. Please.

Anonymous

5/24/2023 11:35 PM

I am opposed to this site because of its proximity to two schools, Discovery Middle School and Noah's Ark Pre-School. There has already been an increase in transient activity, including property crimes in this area over the course of the last 2-3 years, with little to no law enforcement or city support. I know they are stretched thin, so don't lay the blame on our police/neighborhood officer. I appreciate WADOT wanting to be part of the solution, but I respectfully ask that they look elsewhere. There are many middle school students walking to school from the apartments, condos, and homes in the area. I would not feel comfortable having my child walk near there if a Safe Stay Village is erected. Unfortunately there is a lot of criminal activity just north of Main Street in Hazel Dell and the Ross Complex. As a homeowner, I have no desire to attract any of their activity to the Northwest, Lincoln, and Shumway neighborhoods.

Anonymous

5/25/2023 01:27 AM

Please stop setting these up. They bring drugs and theft. My neighbor got ruined by the last one setup it is still unsafe to even go to the grocery store because they are still lingering in the area.

Anonymous

5/25/2023 05:24 AM

No. The last 3 did nothing to reduce homelessness or drug use in the area. A severe waste of money and resources that Portland already tried and failed at. Close down the other 3 and start putting that money into getting drugs out of Vancouver.

Anonymous

5/25/2023 06:21 AM

Working with those searching for housing, I have heard good things about the current Safe Stay Communities. I think having one downtown is a great idea. I'm curious as to why a local agency wouldn't be running it.

Anonymous

5/25/2023 06:52 AM

My main concerns: 1. Creating unsustainable slums like in the city of Portland rather than a mental health sanatorium. 2. Creating a drain on the taxpayer's like the City of Portland has done. Where is the money coming from? How will costs be kept down. 3. Creating a major drug ring set up and location for people who need to be hospitalized rather than housed. 4. Making it unsafe like Portland. 5. Creating a Portland criminal flow over. 6. No real public accountability. How can the public revoke these types of proposals? 7. No possibility to disassemble the encampment if it becomes lawless or broken in anyway. Who would pay for the tear down and clean up? 8. It must solve something. What is it going to solve? 9. It needs to be a way up and out rather than a nest. How would people progress out of the encampment? Isn't there another solution? 10. It should be sanitary. How will it be possible to maintain sanitary conditions? 11. How would it be possible to break it down if it becomes criminal?

Anonymous

5/25/2023 07:03 AM

Not a fan of this location. In fact I think it's downright terrible. Too many services nearby that directly serve children and their families. For example the preschool and daycare directly across the street at First Presbyterian. Also Kiggins Bowl itself sees year round use from youth sports teams and organizations. Not to mention discovery middle school is very close by. Terrible, terrible location. Clearly not very well thought out.

Anonymous

5/25/2023 07:15 AM

I think it is a good idea to try and stay ahead of homelessness. I work as a security guard in Portland, and the situation there is a truly difficult one. While there are many homeless that refuse to get help, there are many that are hardworking and good people. Something like this can provide a stable environment for people to try and work their way out of their situation. A possible issue does arise with drug dealers who may try to take advantage of people who may be in recovery, with some pod communities having many simply hanging around the immediate perimeter of the community, and where, when, and if at all possible there would need to be some deterrent for this in place, be it cameras or regular police patrols.

Anonymous

5/25/2023 09:26 AM

I think that this is a great opportunity for those who are facing homeless and living on the sides of the highways and roads in the city of Vancouver and the surrounding communities to find a safe place to live and be out of the environment

Anonymous

5/25/2023 10:13 AM

I don't like this location, it promotes forest & trail access to leverich park and all of the burnt bridge creek bottoms. These areas are already a prime location for people camping or experiencing homelessness. I think putting this community in this new location will make the situation worse. Our trail system is spectacular but this trail section is already known by the community to be unsafe to travel alone.

Anonymous

5/25/2023 10:30 AM

Anyone that gets to live at this location, should have to take a drug test, they should have to show that they are making progress to make on there own. If there is no progress, they are just taking advantage of the tax payers. There need to be some strict guide lines, no drugs. Period

Anonymous

5/25/2023 11:00 AM

Do you really want a homeless shelter taking over the parking lot right next door to Kiggins Bowl? I'm one of many who go to football games

there, but am able to walk. I've seen a lot of cars use that space when games are being played. Where would parents and fans park, if the space is taken away? Makes no sense... but you'll do whatever you want anyway...

Anonymous

5/25/2023 11:10 AM

I'm proud of our City for being proactive and trying to come up with solutions for helping those who are in need. This is adjacent to our neighborhood, our kids' home school, and along a route we regularly use for biking and walking. Other Safe Stay locations in town have really helped people access services, employment, and permanent housing. I'm sure this one will too.

Anonymous

5/25/2023 12:22 PM

Thank you for creating a solution instead of the people complaining about people on the street. Sites like this help with so many of the issues and I think the city of Vancouver needs more than 4.

Anonymous

5/25/2023 02:09 PM

This is directly across from an already very rough middle school. NOT a good idea to introduce this type of community near a group of teenagers already on the fringe. I am 100% in support of stay safe communities, but this location is a VERY bad idea and is not something that will benefit our community.

Anonymous

5/25/2023 02:15 PM

Putting this next to a school of 11-14 year old kids, very susceptible ages going through puberty and trying to fit in, is a poor choice. While I agree with Stay Safe Communities and the importance of them, there should be a buffer requirement from schools and other sensitive uses. In a country full of mental health crisis and the likelihood of these community members being in recovery, this should NOT be abutting the middle school property. It is too much risk for the kids, especially with so many that walk to and from. Any events at this location would also cause school Lockdowns, which are scary and stressful for the students.

Anonymous

5/25/2023 02:40 PM

I do not think this is a safe place to have a shelter due to crime, and especially because it is near a middle school this is the worst idea and very unsafe decision for the community. it saddens me that the homeless problem is as bad as it has been and i understand they need help but at the end of the day that is a very unsafe location due to Discovery middle school being near by

Anonymous

5/25/2023 02:45 PM

It's a very good location, and as long as it is properly staffed and kept safe for both residents and the community at large, we should do it.

Anonymous

5/25/2023 03:17 PM

I feel that placing this near a middle school and Kiggins will negatively impact both! I would not send or allow my children to participate in events at either place. This is a bad idea. Why would funding not be aimed to help fund people to get stable permanent housing?

Anonymous

5/25/2023 03:19 PM

I am incredibly concerned about the proximity and access to Discovery Middle School's campus that location provides. The stairway in the middle of that lot leads down to the path where students are outdoors in PE regularly. I hope that will be addressed for the safety of middle school students.

Anonymous

5/25/2023 04:51 PM

I do not believe that this should be in such a main area of the city. It will hurt any tourism that the city could profit off of and hurt the value of homes and possibly businesses as well. Downtown Vancouver is the gem of the city and deserves to be preserved.

Anonymous

5/25/2023 05:27 PM

This area is already struggling. Please don't put a bunch of homeless people at our doorsteps. We want to improve the area, our community or schools. Hazel Dell and the border continually gets the short end of the stick. Putting this next to a school is poorly thought out. Where are the mental health facilities? Put this somewhere by a bus stop. Downtown Vancouver has a bunch of bus stops and buildings with lots of vacancies.

Anonymous

5/25/2023 05:41 PM

I think this proposed site is a terrible idea. It touches Kiggins Stadium which is connected to Discovery Middle School. Many children walk through that lot to and from school everyday. Not to mention the the significantly increased amount of drug use and paraphernalia that will be in such a close proximity to our children. Also parking and access will disappear for football games and other sports that utilize those fields. Wouldn't somewhere down Fruit Valley area be a better location? Or maybe in that newly vacant lot next to Who, Song, and Larry's at the I-5 bridge? There has to be a better location than touching school property.

Anonymous

5/25/2023 05:55 PM

I feel this proposed location adds great risk to the children of the area that attend Discovery Middle School. Many kids walk through that lot on their way to school and way home. The increased drug use and paraphernalia is definitely not so close to my children. There are better locations than touching school property

Anonymous

5/25/2023 06:12 PM

I think it is way too close to a school. It's right by discovery middle school. Who knows if there will be sex offenders housed there. I disagree with the location.

Anonymous

5/25/2023 06:36 PM

I'm not opposed to the idea of Safe Stay communities, but placing them in residential areas is not a good idea. It promotes animosity between the housed and unhoused because of an increase in litter, greater chances of negative interactions, heightened risk of crime, and by compromising the value of the neighborhood — which most people carefully considered when originally buying a home. It would be more ideal to place Safe Stay communities in quieter, isolated places such as the huge open areas west of the city. This would cut down on clashes between homeowners and the homeless (for all the reasons I listed above) and wouldn't impact the safety of neighborhoods/the value of homes. Not to mention, this proposed location is incredibly close to a public school — not a good mix.

Anonymous

5/25/2023 08:33 PM

My child will be attending this middle school. I would be a negligent parent if I allowed my child to attend a school next to a homeless encampment. All politics aside, I absolutely REFUSE to allow my child to attend school next to a homeless encampment of this size. If the city forces me to move boundaries and uproot our home then I will be leaving the city I was born in and grew up in. Make whatever decision you want. There's plenty of other cities nearby that want to protect their communities children and I will gladly find a place I feel my family is safe at if it is not Vancouver. If Vancouver wants to turn its back on my child then I will leave without hesitation.

Anonymous

5/25/2023 09:58 PM

Happy to have these in our area! Please also then make unsanctioned camps nearby not allowed.

Anonymous

5/25/2023 10:10 PM

I don't think this is the right location for this project they have a school in the area and I believe is unsafe for the kids to be around I agree with the project but is a terrible location

Anonymous

5/25/2023 10:14 PM

Why this location which is so residential? Perhaps the vancouver waterfront would be a better idea. Still close to downtown services, but also to transit to get to Portland if needed. This area of Vancouver already has problems, why add to them? Spreading out the blight would be a better option.

Anonymous

I do not agree with this. My kids got to school around the corner of

5/25/2023 10:50 PM

this proposed site. They walk home at times and having a location like this with random strangers will make fear for their safety. Please do not do this near my home and kids schools.

Anonymous

5/26/2023 06:26 AM

Not here to close to school. Are they drug tested

Anonymous

5/26/2023 08:36 AM

I think Vancouver is doing a good job trying to address homelessness. Please keep this up!! More of this needs to happen to help house people!! I am in full support of these communities!! Thank you for doing this!! It would be amazing to live in a community where there is no homeless people which leads to blocking parks and sidewalks, camps and other inconvenient and inhumane situations. More, more, more!!!

Anonymous

5/26/2023 08:40 AM

I don't think we have a homeless probably on this side of town as we do near the 205 bridge. I think this would be better suited for that area. This is too far from that for people to travel to.

Anonymous

5/26/2023 08:51 AM

Let's consider finland's housing first program, and Canada's heavily subsidized housing, and just the fact that the rest of the world actually pays attention to people in need. Not only is a program like this an absolute necessity for Vancouver, but it should be normal for any moderately sized city in america. Safe housing is not only the best way to help the homeless recover and become productive members of society, but it's also the best way to keep a community safe. The more safe housing locations we have, the less we subsidize hospitals and other locations that are much more expensive to house a homeless person for a night. The vast majority of homeless people just need a safe place to sleep, need an address so they can find a job, and need to not be berated by the public. The fact of the matter is that our systemic failures as a system have caused this problem, it needs to be the system the participates in solving it. Consider that every intelligent resource on the internet says that a housing first program is good and important. Between TED talks and actual peer-reviewed published research, everyone agrees that these safe housing locations are step in the right direction. Only the right wing, insane, fascistic, fake news outlets, want to convince us otherwise. Thank you for putting in more safe housing shelters, do not let the nimbies and the fascists convince you that this is wrong.

Anonymous

5/26/2023 09:22 AM

This is in my neighborhood. As long as the community will be fenced and staffed 24 hours, I have no problem with it. We need to do something to help the folks without places to live and this may be part

of a solution.

Anonymous

5/26/2023 10:05 AM

When they leave the Safe Stay Community, can they get free donations of household and kitchen items? I have some I would like to go to starter households.

Anonymous

5/26/2023 11:38 AM

Hello, I am shocked and disappointed to find out that the city is building yet another homeless shelter. I waited 40 years to buy my first home, and now we are building a homeless shelter next to it? I am very concerned about this decision, and about the future effect this will have on our neighborhood. What was the motivation behind this decision to build yet another shelter? What was the reason for the selection of this location? Why does there need to be a fourth one in Vancouver? Why did the previous ones not suffice? Do we think this will be the last one to be built? Why isn't it being built in Camas or Ridgefield? Do you realize the effect this will have on our property values? Businesses are not going to want to open, with more homeless shelters being built in the area. Even worse, I worry that our nearby Safeway might want to close. Look at all the stores closing in Portland. By building homeless shelters, we will just attract more homeless to our city. Why are we making it attractive for more homeless to come to our city? How am I supposed to raise a family with the city building a homeless shelter this close? Is this going to happen for sure? Do the nearby residents get a vote on it? I think that would be the most fair way of approaching this.

Anonymous

5/26/2023 12:56 PM

It is a great idea to do this. It is beneficial for the entire community and tourism!

Anonymous

5/26/2023 01:09 PM

I live in the area, and 100% approve! Please welcome the safe stay community to our community. Great placement! ! !

Anonymous

5/26/2023 02:12 PM

This site is right next to Discovery MS. Discovery has little to no green space for kids to use for growing things. We currently have a couple planter boxes on a slope that are totally NOT working. I think it would be great to turn part of this space into a community garden. We have teachers and an on site therapist that feel like they could utilize a garden space for learning and mental health.

Anonymous

5/26/2023 02:14 PM

Please find another location. We have a halfway house next to our bus stop, and it has dramatically changed how our area is able to operate, what kinds of encounters the kids have, etc. That's just one

location for a small fraction of kids, much less an entire school.

Anonymous

5/26/2023 02:19 PM

Without a way to ensure this community is safe from violent offenders, drugs, and sexual predators it needs to be kept far from anywhere children will gather, including bus stops.

Anonymous

5/26/2023 02:19 PM

Just like the mental health facility being built next to iTech, this is too close to schools. I understand the importance of these projects, and the need to help the unhoused. There MUST be a better location than next to a middle school.

Anonymous

5/26/2023 02:20 PM

I will be attending the zoom and in person session. I want to hear what crime has become like in the three areas that have opened. With a student that attends VSAA, and has already dealt with homeless on campus and trying to enter the court yard area, this makes ZERO sense! Also with Discovery so close.... What will keep that school safe from people on that area? Camping in that area? I HIGHLY disagree with this and hope the Vancouver, school district could STOP this all together, even though they have stated they have no say in this. Safety and security are lacking already in schools, now this? Seriously..city of vancouver needs to figure another route. Move it closer downtown?

Anonymous

5/26/2023 02:23 PM

I am all for this! These communities make our cities safer and my kids are in this district!! I know people will be negative but the houseless populations exist whether people like seeing it or not, and safer/cheap housing makes everyone more safe!

Anonymous

5/26/2023 02:24 PM

I oppose this plan. It's unsafe to have homeless people housed too close to our youth. The state needs to stop enabling people who lack the drive to be citizens whom contribute to our communities and instead are hazards.

Anonymous

5/26/2023 02:28 PM

This is not a good idea so close to a school. Go west on 39th to the train, that's better.

Anonymous

5/26/2023 02:28 PM

Please don't put this so close to our schools! Plus, it should be closer to public transit (beyond the single bus route there). Downtown Vancouver or in an area w/ a transit center would be ideal for accessing services and jobs. (Yes, I realize transit centers are in the 'burbs outside of the city)

Anonymous

5/26/2023 02:29 PM

Keep this away from our schools and kids. This isn't Portland.

Anonymous

5/26/2023 02:44 PM

I am just concerned about the middle schoolers from Discovery having more access to people who could be potentially unsafe or expose them to things they wouldn't normally have access to.

Anonymous

5/26/2023 02:46 PM

This is not the right location for this type of outreach program. Being this close to Kiggins and Discovery MS is too close and too risky for students and families that frequent these facilities.

Anonymous

5/26/2023 02:48 PM

Absolutely terrible idea. This is a residential area, with homeowners and renters. It's adjacent to a middle school, and grounds used for school functions. This particular site will inevitably increase thefts, property crime and violent crime in the area. Additionally, these safe stay areas have objectively resulted in drug paraphernalia being littered on surrounding properties. Foot traffic and the presence of drugs will be a terrible influence, particular on kids attending schools such as discovery. This Property values will in every practical way, fall. This simply creates more victims in all facets.

Anonymous

5/26/2023 02:49 PM

Right next to a middle school is a really poor decision. How would this help Discovery Middle School "Stay Safe"?

Anonymous

5/26/2023 02:49 PM

I appreciate the city wanting to be proactive and help vulnerable members of our community. However, this Stay Safe proposal is too close to a school and Kiggins Bowl.

Anonymous

5/26/2023 02:52 PM

You are out of your mind.... Stop this non-sense!!! Enablement KILLS...

Anonymous

5/26/2023 02:52 PM

Considering the widespread community interest in the siting of this land use, especially in the NW, Lincoln and Carter Park neighborhoods, providing notice only to residents and businesses within 1200' feet seems inadequate. I realize that 1200' is the code requirement. However, looking at the site, 1200' to the North, Northeast, and East barely touches any residents or businesses. 1200' to the South barely reaches E. 40th. 1200' to the West doesn't appear to even reach Washington. (I recognize that I don't know the exact point on the site from which the 1200' is to be measured.) In the

interest of full public engagement, the City should provide notice well beyond 1200'.

Anonymous

5/26/2023 02:55 PM

I do not think this is the right location for this project. It is right next to a middle school and Kiggins bowl which is frequently used by many different organizations in our community. It feels like there might be an issue with safety especially for the students and staff of Discovery.

Anonymous

5/26/2023 02:56 PM

I'm all for providing more safe housing, but it is definitely concerning this new proposed community is located directly next to a school, especially one that my children will attend soon. What kind of safety measures will there be taken to help protect the kids? I know many of the kids walk home and will cross paths with the folks in this community. Are there vetting processes for people accepted into the housing community? What about 24/7 security? Are drug users or prior sex offenders allowed? I definitely am for everyone in our community having a dignified and safe place to live no matter their background, but it gets tricky when vulnerable kids are in such close proximity.

Anonymous

5/26/2023 02:57 PM

This is in no way safe for any child of Discover middle school or any student of VPS that will be attending or a participant at Kiggins Bowl. Go to delta park and see what that situation is for kids and families. This is completely disrespectful to children and their families. Find another safe space to "experiment on" and don't use our kids.

Anonymous

5/26/2023 03:01 PM

I'm more concerned with students/staff and school safety. What's the plan to keep unauthorized traffic from school grounds and keeping students safe. What's the plan to keep this unauthorized traffic from school grounds and reproccations.

Anonymous

5/26/2023 03:11 PM

I think a more appropriate site would be the land adjacent to the WSU Extension building on NE 78th. This site would meet two of your criteria: --Placing Safe Stay Communities equitably throughout the City - Availability of public transit

Anonymous

5/26/2023 03:12 PM

This proposed site, north of The Kiggins bowl, is NOT an appropriate site for the homeless. It borders the Middle school and this site should not be considered as a safe place to house the homeless. Yes, we need a place for them, but not at the expense of our children's safety.

Anonymous

5/26/2023 03:20 PM

This does not need to be right next to Kiggins Bowl and Discovery Middle School. I have been critical of the NIMBY mindset in the past, and consider myself liberal, but I've become very conservative on this issue after seeing the failed approach from liberal cities such as Portland's failed response to homelessness and what's happened to Portland over the past decade. Not in my backyard, not in your backyard, not in any of our backyards. Keep it in Portland and don't create a conduit for the squalor of Delta Park to migrate to Vancouver. Especially right next to a middle school and an athletic facility that serves three local high schools. And on a side note, why would we trust a Portland company to assist in addressing our growing homeless problem? I don't have the answer to this problem, but don't have to look any farther than Portland to see what's not working. Please do not move forward with this project.

Anonymous

5/26/2023 03:35 PM

This is a wreckless move by the city which endangers our youth. The city should pursue development in an area that is not located next to a school. Unfortunately, houseless individuals are often experiencing mental health and/or drug abuse issues. By moving forward with this development, you are increasing drug and crime related activities next to a school. Youth are our most vulnerable population and should be protected and not put in harms way as your project proposes.

Anonymous

5/26/2023 03:38 PM

I do not support this proposed community. As business owners in Vancouver, we have been personally affected by the homeless issue. Our business has been broken into and vandalized multiple times. Specifically, we have found drug needles on the property, a fire was started within our building after hours, windows were shot out and we regularly have trash and human feces on site. Police have warned us of possible weapon use and a history of violence for the involved perpetrators. We just had a homeless person on my kid's school ground this week and the building and neighboring school were put on lockdown. I have deep empathy for homelessness, addiction and mental health, and work directly with local organizations working to address this issue. However, the safety of our communities and most importantly our children, must be a top priority. We know that the nature of drugs on the street today are a big contributor to increased violence and crime. Putting our children and school staff in potential danger would be the wrong decision.

Anonymous

5/26/2023 03:44 PM

Not safe after all. My daughter was bullied and threatened and stolen from until she left. Only safe for the bullies.

Anonymous

I do not support a city or state sponsored site like this. Over the last

5/26/2023 04:02 PM

two years vagrancy has boomed in Vancouver. Sites like this will only increase vagrancy. I understand you are trying to provide a resource, but it just encourages more people to come. It is not the responsibility of taxpayers to support this. It also harms the locals who live and work in the community. Those who live nearby who want to sell their homes will have a hard time getting a great selling price when their home is now next to a homeless shelter. NO MORE of these in Vancouver!

Anonymous

5/26/2023 04:08 PM

Dear Superintendent Snell, Thank you for reaching out and informing us about the City of Vancouver's consideration of opening a "Stay Safe" Community next to Discovery Middle School. As parents and guardians of students attending VPS, we appreciate being included in this discussion and having the opportunity to express our concerns. While we understand the need to address the issue of homelessness in our community and support efforts to provide safe housing for those in need, we have several concerns regarding the proximity of the proposed site to the school. We would like to highlight these concerns in the hope that they will be taken into consideration during the decision-making process.

1. Safety of Students: The safety and well-being of our children are our utmost priority. Having a homeless camp located in such close proximity to the school raises concerns about potential risks and disruptions to the learning environment. We are worried about the impact this may have on the physical and emotional safety of our students, as well as their ability to focus on their education.
2. Security Measures: It is essential to ensure that adequate security measures are in place to prevent any potential incidents that could harm the students or staff. We would like to know what steps will be taken to guarantee the safety of the school premises and the individuals within it, considering the proximity of the proposed homeless camp.
3. Noise and Disturbances: Homelessness camps can sometimes be associated with increased noise levels and disturbances, which may have a negative impact on the learning environment. We are concerned about the potential disruption this may cause to classroom activities, concentration, and overall student well-being.
4. Long-Term Effects on the School Community: The presence of a homeless camp next to the school could have long-term consequences for the school community. It may lead to decreased property values, difficulty in attracting and retaining qualified staff, and potential stigmatization of the school, affecting the reputation and overall perception of VPS. We appreciate the efforts of the City of Vancouver to gather community feedback through the listening sessions. We will make every effort to attend and participate constructively in these sessions to express our concerns and hopes for an optimal solution that considers the best interests of both the unhoused population and the students at Discovery Middle School.

As stakeholders in this decision, we encourage ongoing

communication and collaboration between VPS, the City of Vancouver, and the local community to ensure that the concerns and perspectives of parents, students, and staff are taken into account. Thank you for your attention to this matter and your commitment to working with us. We trust that our concerns will be thoroughly considered during the decision-making process. Sincerely, Bill Jakins
Concerned VPS Parent/Guardian

Anonymous

5/26/2023 04:13 PM

Too close to the school. Let's keep looking

Anonymous

5/26/2023 04:59 PM

I have concerns about placing the site near a school, first, children who will walk pass the site might have to encounter unruly behavior and the city/school district will have to station security around the area; secondly, students could observe what's going on inside the camp from school ground, they are not setting up good example for the kids.

Anonymous

5/26/2023 05:01 PM

I am a parent of 2 students that are and will be attending Discovery next year. My oldest also practices soccer on the field that will be right on the other side of the fence. I understand that we have people that are homeless in our community and need help. I get that. The reason that most but not all are from substance abuse. I am happy that they are getting help and are getting services to help with that. They are not clean or out of rehab there are relapsing. Homeless trying to get money and store by and may buy alcohol at the am pm or chevron. we have middle schoolers that have issues of there own with finding themselves that walk everyday around the area. We already have to worry about the homeless across the bridge from park. I don't want to add more to the area. There has to be a different place then right next to our schools. They already take over the community centers please don't let them take over our school area as well.

Anonymous

5/26/2023 05:24 PM

You put one of these communities in by my old work location on Fourth Plain Blvd. It did nothing but bring even more homeless drug addicts to the area. Birds of a feather flock together. Where I worked became so bad in the last year that the business, that had been there for 38 years, had to move location as we were constantly harassed by these people doing drugs, smoking fentanyl and shooting heroin, in front of our business doors and windows, as well as exposing themselves, defecating and urinating on our doorstep during business hours for everyone to witness. Our workers had their lives threatened on multiple occasions just for asking these people to please move from in front of our door so that our patrons could do business. I used to shop at the Grocery Outlet in that area and now am too afraid to go

there. This is in no way helping the rest of society. I was once homeless myself and do have some compassion but definitely not as much as I used to and wish that those of you that think this is a great idea actually put one of these communities in your neighborhood instead of ours. Your tolerance, empathy and thinking would change shortly. I truly hope you do drug testing these individuals on a regular basis and not allowing them to stay if they are not clean.

Anonymous

5/26/2023 06:06 PM

Placing a group of actively drug-abusing individuals next to a middle school is a poor decision. Adolescents are at great risk for starting drug abuse behaviors and close proximity to a ready supply is extremely ill-advised. Please reconsider the location of this houseless camp. Thank you, Yon Park, MD/MPH

Anonymous

5/26/2023 07:22 PM

As a parent of a preschooler who attends Noahs Ark Preschool which is located across the street of the proposed location, I am against this. I have compassion for our homeless community and I want to see them safe, but we need to consider a better location that doesn't put our kids at risk.

Anonymous

5/26/2023 08:17 PM

I wonder how these communities will impact public schools in the area?

Anonymous

5/26/2023 08:23 PM

Does this shelter location require clean / sober residents? Does the location screen for registered sex offenders, as this location is so close to schools? What about the increased garbage/debris outside of the shelter due to the draw of these new services. Does the non-profit organization clean up the surrounding 1000' around the shelter? The roadway, Main St, is very busy with traffic moving at fast speeds with on/off ramps to I-5. As a neighboring resident and parent to two children who attend school nearby I have a lot of concerns with the location for this shelter and am NOT in favor.

Anonymous

5/27/2023 12:10 AM

I love that our city is supporting folks going through hard times, and that our communities help take care of them and get them back on their feet. Its proximity to a school could be very beneficial to unhoused students in the district.

Anonymous

5/27/2023 07:32 AM

No. Enforce existing regulations . No camping, no outdoor drug use, no theft no harassment: I cannot even go to leverich anymore. Stop the coddling. And I'm not a MAGA guy. Just a rational citizen.

Anonymous

5/27/2023 08:08 AM

What will the city do to combat drug use and sales around this camp? There are several schools near here and I worry about kid's safety. If there can be strict enforcement of public safety laws within a mile of this place including zero tolerance drug policies and no camping within a mile of there I'm for it.

Anonymous

5/27/2023 09:51 AM

Please I beg of you DONT make this a place for homeless people. I live within one block of this area. Our area is already bad with drug dealing, prostitution, and homeless people roaming the street. Especially because we are so close to the freeway and they seem to live in the wooded areas. But for the most part they stay in there areas except for to come out and commit crime. Why would you invite more to the area and make crime even worse. There are so many children in this area including all of the schools. Directly across the lot is a preschool, up the way is the middle school and kids pass through that area/walk by that lot every morning and afternoon. Lincoln elementary is a short walk from the area as well as many private day care centers and schools. We already have a huge problem with the theft and robbery in the area. Near the train overpass on highway 99 where homeless are constantly walking they come into this area and comit crime. These are not people who need a little help they are people clearly high on drugs and doing bad things. Why expose the community to this more by giving them an area to gather and cause more issues. Please for the love of God do not do this to the community and schools in the area.

Anonymous

5/27/2023 10:09 AM

No

Anonymous

5/27/2023 10:09 AM

Please don't do this to the community. They already have a camp on highway 99 in the woods near the train tracks. Leverage park can't be used because they live under the cover. Not to mention that whole park is littered with them in the woods. These people are not homeless wanting help. Unfortunately these are drug using, crime committing people who will only make the community and those in it suffer. Why do the people in the area deserve to have more crime and problems. The school children alone who frequently walk in that area should be enough for you to say NO. We don't need to invite more crime here.

Anonymous

5/27/2023 10:10 AM

The proposed location by Ross complex and the nearby schools is not a good place to have this program. Maybe the old bus station in salmon creek would be better for this kind of program. Still off the freeway but not as near to young children's prime location. Logins bowl would be unusable for the high schools and it's where a lot of

the more serious bowls are held for the Vancouver school district.

Anonymous

5/27/2023 11:58 AM

This is a terrible proposed location for a homeless 'safe' area. Who do you think will be safer? The residents or the homeless? It won't be both, especially not the kids who walk to school in this area. Not only does this proposed "community" location sit directly behind Discovery Middle School & Kiggins Bowl, there is direct access to the drug and homeless activity in Leverich Park, the Ellen Davis Trail and Burnt Bridge Creek - three public recreational areas that the city has basically handed over to the homeless communities and can no longer be safely enjoyed by taxpayers. The proposed "community" would also sit near other schools such as Lincoln Elementary, Our Lady of Lourdes, Benjamin Franklin Elementary and the Vancouver School of Arts. Not to mention the very large Federal property that belongs to Bonneville Power Administration who already have regular issues with the homeless in the area and receive little to no support from the City. Where is our 'safe' community from homeless activity? It's not in any of the public parks or trails we pay for. And who is paying for this 'community'? Is it me? Do I get a vote?

Anonymous

5/27/2023 01:47 PM

I live in 98661 but work in 98663. I am in complete support of the Safe Stay Community projects and hope that we can do more as a city and as citizens to provide support to our citizens experiencing housing insecurity.

Anonymous

5/27/2023 02:17 PM

Definitely need a place for those without shelter and housing to go, it looks like a good location.

Anonymous

5/27/2023 05:15 PM

I live just about a couple blocks from the proposed site for SSC #4, and I was thrilled to hear about it. It's a vacant lot that's barely been used for years, it's right next to bus stops and a nice short walk away from stores and services, but also not really right in the middle of anything that might give rise to health and safety issues. It's an excellent choice of site and I'm looking forward to seeing the project develop and to support it however I can. I'm sure you're used to hearing from plenty of naysayers and NIMBYists, and I'm sure you will hear as well, but I hope you know better than to listen. This is good work that helps everyone, and I thank you all for doing it. -- Molly

Anonymous

5/27/2023 05:43 PM

Not a good idea have this so close to a school. I would think there has to be a better location.

Anonymous

5/28/2023 01:31 AM

NO, I do not want this. Invites crime and problems to the area I live in.
ABSOLUTELY NOT!!!

Anonymous

5/28/2023 06:12 AM

Absolutely against a safe stay around any school, people tend to leave their garbage out, more drugs, violence, crime around children is absolutely unnecessary!!!!!!! Why??? So they can wonder on school grounds and the children always have to be on lock down???? I honestly don't know why this is even a question. I wonder if the person to come up with this idea would want a safe space right next to their house where their loved ones, and children lived.

Anonymous

5/28/2023 11:56 AM

I think this is a great location. With the new HW99 BRT going right by this is an ideal location for people living in the safe stay community to have access to reliable and frequent public transit. Also, the current lot is clearly underutilized and would be better as a place for the houseless to stay.

Anonymous

5/28/2023 01:28 PM

Please do NOT approve this. We do NOT need more homeless people in this part of town. It is already horrendous with tweakers walking all over the place, shooting up drugs, yelling unintelligible nonsense, and committing crimes.

Anonymous

5/28/2023 07:30 PM

Way too close to the middle school and park. This location should NOT happen!

Anonymous

5/28/2023 07:32 PM

What the hell is all I can think. Not only is the city putting thousands of \$ to homeless people who have stolen, threatened and trashed our beautiful city but now they want it close to a middle school?

Anonymous

5/28/2023 08:41 PM

I do not think this should be right by a middle school. This increases risk to the children.

Anonymous

5/28/2023 10:20 PM

Too close to a school. The school uses the kiggins fields, especially the one closest to the proposed parking lot for PE. The access to transit is not that accessible. To go North they have to cross because the sidewalk ends. We already have trouble with wanderers walking in traffic because they don't want to cross at 45th and walk up to Church parking lot to cross back over to bus stop to go North.

Anonymous

I think it's a good idea to help our neighbors in need. I appreciate that

5/28/2023 10:32 PM

background checks will be run to help ensure safety since it's so close to the middle school.

Anonymous

5/29/2023 08:06 AM

Not a good choice due to the proximity to the school. A school that is already known to have issues. This will create more problems and disruptions to a school that doesn't need that type of exposure.

Anonymous

5/29/2023 09:43 AM

I along with the Lincoln residents with children say NO WAY to the proposed homeless camp site.

Anonymous

5/29/2023 08:13 PM

I believe this would be a huge concern for the children attending surrounding schools (discovery middle, Lincoln elementary). Not only does the homeless community have high amounts of drug users, there are also countless unregistered sex offenders. This would cause a safety hazard for all children in the area.

Anonymous

5/30/2023 06:15 AM

I think this takes us back to when there was a large homeless camp next to Fort Vancouver High School during the pandemic. It took a scathing editorial from the Woodland HS athletic director in the Columbian before that camp was cleaned up. The lens of the inequity here is pretty poor. You're taking one of the lowest income middle schools in the region, one that already has a host of behavior and performance issues, and plopping the homeless camp next to it. Would the parents of Alki or Jason Lee students accept this solution right next to their schools?

Anonymous

5/30/2023 07:10 AM

This is so close to the county line, as well as backing up to a school that the no camping ordinance around the site offers little value to the people who work and live in this area, which in turn will also not reduce crime. It appears to be a site considered, just because it can be considered, and not a site considered because it makes sense for those of us who live here.

Anonymous

5/30/2023 07:53 AM

Homelessness today also carries a connection with drug use, you are putting this shelter right next to a middle school, students and families regularly walk through the community. This will be unsafe for children! The city needs to be realistic in why it chose this location, racism... Discovery middle school is a predominantly students of diverse backgrounds and low income families. It is easier to put this shelter is a place where the families struggle to communicate and advocate for themselves. I doubt the city considered a location near other schools further north, because of the engrained racisms in the city of

Vancouver.

Anonymous

5/30/2023 09:49 AM

While I am relatively pleased with the "Stay Safe" approach, the location of this site (as well as the Daniels St. site) is too visible for commercial purposes. I don't think the City is putting business interests at the forefront. These communities should be placed near services, of course, but away from heavy commercial routes.

Dee3973

5/30/2023 10:41 AM

Why is the 1200 feet limit for notifications different than the 1000 feet limit for no camping? Make both limits the same at 1200 feet.

Anonymous

5/30/2023 10:51 AM

I'll reserve judgement until after the community information sessions. My concerns about the 4611 Main site are the close proximity to the school and also the Burnt Bridge Creek path. I believe in giving people a chance and hope that the residents will be vetted, and that they will take advantage of assistance in education, work re-training, and what other help is available to them.

Anonymous

5/30/2023 10:52 AM

WHAT??? Do Good Multnomah Lets bring more of Portland homeless here and next to a school. Has the city lost their minds? What will stop any person from coming on to the campus or approaching kids that walk home daily? This is crazy and the most insane idea I have heard of! What will become of a student that may get harmed or injured or approached during school hours and walking to and from school? Needles are already strung out all over the streets surrounding the schools in the area. Lets find land next to the mayor or city councils homes and go from there. Or better yet, lets set up an area down at the nice new water front? There is plenty of land to which they could have a river view and greet people down there? Please answer how we will protect kids from more dangers in the area. We do not have enough security at the schools as it is. We arm our banks, the stores, the grocery stores and high end buildings but we do NOTHING to protect students at schools. If this is to go through there will be many outraged by this. Where did the park and ride go after the people in the trailer park HAD to leave due to that. NO NO NO!! This can not happen and if it does how will the mayor sleep at night with this next to schools??

Anonymous

5/30/2023 11:51 AM

This major traffic interchange it is not a safe or healthy place for these people, extreme high traffic as well as a school near by. This is just kicking the can down the road by moving people around. The cost of this is not justified, the money can be used correctly. The Statistics do not justify the outcome. California and Oregon have been using

this system for years and the issue still exists, This issue is criminal or mental and we have laws in place. The hardworking taxpayers of Clark County deserve better

Anonymous

5/30/2023 12:24 PM

I fully support the proposed Safe Stay Community. Having worked within this community, I understand the vetting process for those coming into the Safe Stay Communities and the expectation of those calling the community home. I know that these shelters are so important for our friends living outside, and I am eager to support this endeavor. I also have two elementary/middle school students living a few blocks from the proposed site, and I do not feel any fear for my children's safety or my own, because I know that these are people, who Want and Deserve to be housed in our community.

Socrates360

5/30/2023 02:01 PM

I'm my reserving my support for additional Safe Stay Communities until I know what results the current ones deliver. Specifically, how many individuals have the communities help *transition* back into society? I'm not interested in enabling homelessness. I am interested in helping people help them selves get back on track. Can you share the data that shows the current projects are producing results?

Anonymous

5/30/2023 02:27 PM

I am concerned about this bordering a school. Who is background checking the people who will be residing in the community? There are people who are not allowed to live within 500 feet of the school grounds. Is there a way to verify that there are no convicted predators living in these communities?

Anonymous

5/30/2023 05:22 PM

It seems an EXTREMELY BAD idea to create a homeless site adjacent to school grounds. Did planners take that into consideration??? This neighborhood is already sketchy enough with vehicle break-ins, sever littering, animal feces left everywhere. I am against this property being used for stay safe location.

Anonymous

5/31/2023 08:01 AM

No safe stay community near schools.

Anonymous

5/31/2023 04:14 PM

Will sobriety be required for residence? Near the current locations of known encampments at the Ross Complex, Leverich park and the surrounding area (Safeway on Mainstreet, Chevron, AM/PM) there are several homeless people that can be seen walking around intoxicated, I saw a few times people ripping through trash and throwing it all over the AM/PM searching for cans which are then being taken to Oregon to collect funds from the deposit. How does

this program decrease this activity? You block camping from within 1000 feet around the safe stay site but that wont solve the problem we are seeing at Leverich Park or Ross complex/Burnt Bridge so how does this really make a difference to us who live near it? This would likely reduce the property values of the surrounding homes/businesses locations. How is that beneficial for the nearest neighbors?

Anonymous

5/31/2023 05:29 PM

I do not agree that this is an appropriate site for a stay safe community due to safety of location to freeways and other shelter type of places nearby.

Anonymous

6/01/2023 07:17 AM

I vote a definite NO the location is not safe and the cost to taxpayers is not justified. This is just moving people around. These people have major mental and drug issues, nobody would live like this if they didn't. Tough love is the only way to deal with this the honed system will not work. The issue is not people down on their luck, it's drugs and mental issues.

Anonymous

6/01/2023 08:32 AM

This is basically in a middle school parking lot. There has to be more logical and safe places that are not directly connected to a middle school. Talk about making a community that already feels unsafe feel even less safe.

Anonymous

6/01/2023 10:13 AM

I support the Safe Stay Communities. I think they are a wonderful alternative to tent communities and the associated trash. I love the 24/7 support from counselors and others who are knowledgeable about resources. I also can see where a nice partnership with WSDOT is kinda fun. What I don't get is why use space in a parking lot that gets full during sports events? Where are the teams and parents and supporters of the athletes going to park? Is there a problem with homeless encampments at that location as it is? Is there a homeless encampment that could be built over and improved for the people that are already there? Options: 1. Next to the library. I know it is looked at for development for light rail but in the meantime can it house people? 2. The empty lots on main street in mid- and up-town. Behind Tap Union or North of 19th. 3. What about the median circles? They contain a lot of real estate that isn't used. It wouldn't be very quiet though. 4. Some of the empty space by the train station? The main point is not that I don't value these safe stay communities, the main point is that Kiggins Bowl needs its parking. Thank you

Anonymous

out of control even if this does take place. Most leave needles

6/01/2023 04:23 PM

everywhere and Safeway will be the prime target when they go to steal.

Anonymous

6/01/2023 04:46 PM

Why don't we duplicate what others have successfully done like TX and Europe? Move the homeless outside to rural areas and supply services there. Have mandatory drug rehab for addicts. Vancouver will become Portland, which is a disaster, if we don't enforce laws and do something different.

Anonymous

6/01/2023 05:52 PM

My household of five people in the Lincoln neighborhood do not want this "stay safe community" at this location near Discovery Middle School. We have already seen panhandling at every store nearby. 95% of these people panhandling look perfectly capable to hold down a job. No matter where we go day or night, someone drunk or on drugs comes up to us asking for money in every parking lot and trying to tell a lie about why they need it. There are also increasing numbers of people yelling unintelligibly on the street corners near Discovery Middle School. These people are mentally unwell or on drugs or have other addiction problems and don't want help or seem to seek help. They just want to live consequence free. By putting this "stay safe community" so close to Discovery Middle School and Kiggins Bowl, you will be endangering the Discovery Middle School students and putting them in harm's way of these people! Also my neighbors and I will be getting more of an influx of homeless people, who seek out these types of sheltered communities, and have already started migrating into our neighborhoods causing crimes. We've already seen crime rates going up. Nearby is Lincoln elementary School. This "stay safe community" will attract people who will be a danger to these Lincoln Elementary students! Keep the homeless camps downtown please and away from the schools! Thank you, Nicole

Anonymous

6/01/2023 06:04 PM

I think its a bad idea and the reason why its a bad idea is its enabling those people to have a place to live so that they can do there Drugs, Commit Crimes, and be Sexual Predators/Pedophiles in hopes of not getting caught in the process, it makes our community look like garbage. Yeah we need to get them off the Street and stop them from just taking over areas without consequences. Clark County and Vancouver City Residents Safety should be top priority not these SAFE STAY COMMUNITIES.

Anonymous

6/01/2023 06:49 PM

I think we could find a better location that isn't close by a number of schools which could be potentially putting kids in harms way. My family and I (we have 2 daughters) live a minute away from the

proposed location and I'm feeling uneasy about it being so close to us and our schools. I think protecting our children should be our top priority. We also don't have homeless camps nearby, whereas there are other areas of Vancouver that have big homeless camps that would benefit from this. Not to mention, we pay an outrageous amount in rent for us to not have a say in what goes on in our community or to feel unsafe where we live. It's very obvious that drugs are a common issue among the homeless community. A lot of people are homeless because of drugs. Drugs bring crime and violence. We need to protect our schools and kids better as it is, this location would be doing the opposite!

Anonymous

6/01/2023 07:38 PM

This location is directly above two sports fields used by middle and high school students regularly. It is also within eyeshot of my duplex, where I both live and rent to tenants. I fear I will struggle to attract high quality tenants when what they see out their window is a homeless community. I believe in the intent of the safe stay community, but I question its location so close to school age students. Also, where will parents and friends park for sporting events? There are no reasonable alternatives in the surrounding neighborhood. I will be attending the city of Vancouver session at Discovery Middle School on Monday June 5 to voice my thoughts, and I invite other concerned neighbors to do the same.

Anonymous

6/02/2023 01:28 AM

First of all, you were never really interested in community feedback regarding this new homeless encampment site. You don't lease a space then ask for public input. Your disingenuous offer for public input is off-putting and does not lead to a trusting relationship between yourselves and the surrounding community. Your sites are certainly prone to ongoing police activity. How are you going to ensure that you are not housing pedophiles next to our kids? How will you ensure no drug use next to where our children are being educated? How will you ensure no interaction between the two groups? You are borrowing trouble. Find another empty lot to occupy. This certainly is not the right location.

Anonymous

6/02/2023 07:41 AM

Please leave the trees if this site is selected. The city has already removed so many trees in other areas.

Anonymous

6/02/2023 11:37 AM

I think the more you build the more they will come. We ALL Want to take care of our own, but the majority of people on the streets are NOT from Washington at all. We need to make sure they have an ID (chip them if necessary) then send them back to their states of origin. Those that "belong" to us, we need to provide TEMPORARY housing

until we can get them CLEAN AND SOBER or on the psychoactive meds they need. Then, make them do SOME work - EVERYONE who is moving can work - but PROVIDE the work, being sensitive to whatever mental or physical limitations they have. Regular employers will not take in these people. We must provide work. I have dealt with homeless for decades and know some are truly very limited but this is appalling the indulgence of these people, especially the drug addicts! Drug abusers need to be "captured" and reformed. I have no sympathy for them.

Anonymous

6/02/2023 04:07 PM

Fine with me, just one question how VPS district feel about the location being close to Discovery middle school?

Anonymous

6/02/2023 04:23 PM

Everyone should have access to safe, affordable housing. My concern is the lack of support for these folks long term - how is drug addiction being handled? How are the other houseless community members being cared for? These are the questions that need to be made visible to those paying taxes to support the community. The second issue is the amount of trash around the city - homeless camps, waste, litter etc makes a wonderful city look and feel like the city doesn't care. I've lived in several other cities/states and have never seen a city allow the amount of garbage all over the place. It's embarrassing quite honestly. At the end of the day - let's ensure that we're addressing the whole situation. Providing housing to people is one thing and many will say it's a very temporary solution if other needs are met - but helping enable these fine folks to get jobs, keeping the community clean, getting off drugs, should be at the forefront of the plan. Otherwise we'll end up just like Portland.

Anonymous

6/04/2023 07:21 AM

To close to a school, period

Anonymous

6/04/2023 09:53 AM

Who is proposing such a poor idea of putting one of these facilities near a school? I beg the powers that be to use better judgment and find an area better suited away from young teens. We need to do better!

Anonymous

6/05/2023 08:01 AM

The city has done a fairly good job keeping Leverich Park and the bike trails free of "campers" over the past year or so however with the nicer weather we're seeing more transient/homeless activity and as a result drug use and other behaviors popping up again. I'd like to see the Park, Leverich Park Way and the trails cleaned up and transients moved along with at least a daily morning police patrol (a bike patrol would be awesome!) and blocking/controlling the ability of cars to

park in the Leverich Park Way circle in High Creek Estates. I'm fine with the little houses (and voted to fund them) as long as the rules are ENFORCED and goes to helping Clark County citizens not homeless who migrate over from Portland - which concerns me that you are using a Portland based org to manage the little home village. There are few answers on the other side of the river. Vancouver needs to develop its own, better ways. Thanks for soliciting input.

Anonymous

6/05/2023 10:30 AM

We totally disapprove with this location for a safe stay community. Our home is a couple blocks west of Main street on 43rd. It says the community will be monitored 24/7 but what about our surrounding neighborhood(s)? There will inevitably be more foot and other traffic spilling out from this housing area. It will cause more crime and vandalism and it will bring down our property values. There are already drug deals etc going on in the Presbyterian parking lot and surely this will breed more of the same activities. Up until now, there aren't any homeless camps in our area. Let's keep it that way! We don't get why you want to put this in a neighborhood area anyway. There are no other services here besides it being on a bus route. And this is so close to the Discovery school, ball fields and the historical Covington house property. Our vote is a resounding NO!

Anonymous

6/05/2023 04:51 PM

I appreciate being able to weigh in on this idea. I hope it makes a difference and that city leaders do not proceed with siting a homeless encampment at the location proposed, only to be able to say the city is doing more about a troubling situation in our city. There are better solutions. I have experienced homelessness, volunteered with the homeless and worked with a homeless shelter. I also live in the Lincoln neighborhood. This property next to Kiggins Bowl and near a middle school is not a good location for Vancouver's efforts to make life more livable for one group of people at the expense of other groups in the community, including our youth. I am near this site often. This location is a kid-centric area. Homeless people are not congregating on or near the property now, which is a point that has been raised in this meeting: It is smart to meet people where they are. I have seen homeless people congregating in other areas in the city. (Congregation is not a tent one time on a property. For that matter, I have never seen even one tent on this WSDOT parking lot, even though a city worker has.) My son used to run through this property, while a member of the cross-country team for Discovery Middle School. My school-age children also attend events at Kiggins Bowl. I would not allow my children to run in that area or attend events without parent supervision if it became a homeless encampment, attracting houseless people and the drug issues that often accompany this segment of the population. Stay Safe communities make more sense in locations where homeless people

are present en force already, offering a safer alternative to people, with the hope of reducing crime and drug use. They make sense in locations where parents would already hesitate to let their children be without supervision. I believe creating a homeless encampment at this location would only increase crime in the immediate area. It will definitely decrease the livability of a legacy neighborhood in Vancouver and an area that children use. Misguided compassion is leading many cities in the Pacific Northwest, including ours, to solutions that don't work. I'm a single mom in the city. And a recently passed tax increase for affordable housing that many don't see as affordable puts some property taxpayers closer to not being able to make ends meet without government assistance. It decreases my ability to plan and save for my family's future and my retirement. There are also several examples of encampments — with and without government participation — that are not working out as hoped. Just this week, I read a number of stories about encampments making cities less livable. The Washington State Department of Transportation says Camp Hope in Spokane will close next month. The camp has hurt the neighborhood with a spike in crime and open-air drug use in the neighborhood, as well as declining business activity, given safety concerns. In Burien, a homeless encampment in the center of downtown is spiraling out of control. Sweep signs indicate it is scheduled to be cleared on May 31. Before the group of campers moved to this location from the Burien City Hall/Library grounds, the grassy corner lot had been used by the neighborhood as an unofficial dog park. Neighboring Portland is experiencing a population decrease, in part caused by its homelessness and drug problems. An article in the Post Millennial quotes Sarah Holland, the director of supportive housing for the non-profit Central City Concern saying, "If you're a drug addict on the streets of Portland, and you get free food, free housing, free water, free needles, and have \$2 fentanyl, why would you put yourself into treatment if you don't have to go?" Portland reports a 50 percent increase in homelessness from 2019 to 2022. Our own experience with the now-closed Navigation Center gives us writing on the wall of the impact city-sanctioned homeless-priority places have on a surrounding area. What Washington state cities are doing — fueled by misguided compassion — is not working. It is not compassionate to make it easier for people to live on the streets. It is compassionate to help people access more formal shelter, job assistance and needed treatment to help rebuild their lives. When I did some public relations work for a successful, nonprofit homeless shelter in Vancouver, Open House Ministries, former homeless residents there told me that if they had a choice between keeping their families homeless and doing drugs, vs. living in a shelter without drugs, they would have chosen the former. It was because the choice was between shelter and no drug use or jail and no drug use that they made better choices. They were so glad they did and were able to rebuild their lives, reunify with community and

family members and find work. Having expectations is compassionate. Please don't use public property that doesn't have homeless congregating for another encampment. If we build it, they will come. If Stay Safe encampments sponsored by taxpayers are to continue, seek out properties that already have homeless people congregating on or near them and that can offer these members of our community a better alternative and connection to social services. A few notes on earlier points in the meeting, Lon said that we are seeing "great success" with other Stay Safe communities. I'd love to hear what great success is? How many people have been permanently housed, compared with how many are still in the Stay Safe communities that exist or back on the streets or in an unknown location? Jamie said that these sites were equitably distributed, yet having one just a few miles down in downtown and now this one on upper Main puts two Stay Safe communities in proximity of many of my neighbors daily ongoings. She said no local providers were seeking to oversee this community, which is why Do Good is playing a resource role. I would find it concerning that no local provider wanted participation in another Stay Safe site. Thanks for hearing me out. I'm happy to help point you to additional research and experiences with government-aided homeless encampments. Onward, Dina Elizabeth Hovde

Anonymous

6/05/2023 07:11 PM

Hello, I am a week away from closing on a home in the Lincoln neighborhood. I have thoughts on the Safe Stay Community that I would appreciate consideration. The proposed location is central to family homes, assisted living, the hospital, and VSAA. I understand that the occupants will be heavily vetted, and I anticipate intoxicated or drug-addicted individuals will be drawn to the area nonetheless. The Burnt Bridge Creek is proximate, which is an area known for camping and theft. With this Safe Stay being on the Burnt Bridge route, it will likely be a hub for activity even if this is not the intent. Those who are denied entry to the Safe Stay may camp proximate. This will compromise the safety of those staying at the Safe Stay as well as the homes without. As a young woman, I am concerned this will bring vagrants to my area. My partner who previously lived near the Safe Stay Outpost on 51st Circle experienced an increase in theft in his residential area as well as camping in adjacent streets and the Sportsman's Wearhouse parking lot. His home was violently broken into on one occasion. He knew several people who moved out of the area to protect their family's safety as the situation grew worse. The same result could very well happen in the Lincoln neighborhood. Safety unfortunately cannot be promised. On a personal note, this is my first home and a major milestone of mine. I have been working since high school to purchase a home of my own as soon as I could afford it. The Lincoln neighborhood has been a desirable place to own a home since I can remember, and I was overjoyed to find the

house I am closing on. I am worried that my home will be devalued the minute I move in if the Safe Stay develops nearby. I will take things as they come, but I hope that this is heard and understood as a member of Vancouver's working class. My final remark is the most important. I understand the need to treat the homeless with compassion and safety and this is something I agree with. However, lack of housing is only a fraction of the problems homeless individuals face. Addiction, mental illness, and social alienation are far greater factors. While it is hard to regain employment without a home, it is impossible to gain and keep employment while addicted. "Housing First" policies have failed to prevent homelessness in Portland and our city of Vancouver, not to mention cities across the nation. While some may benefit from a safe home while they work to afford a permanent home, others will stay in the situation while their alcoholism or drug addiction persists. Please understand the multifaceted needs of each person experiencing homelessness, and that temporary stay institutions will only benefit a select few. Thank you for your time and understanding.

Anonymous

6/05/2023 09:18 PM

I own a home in Rose Village and I work for Vancouver School District. I am so proud to be part of a community filled with people who are forward thinking and compassionate. These efforts to provide the first step in long term housing for every citizen in our community will make our small section of the world better and stronger. Thank you!

Anonymous

6/05/2023 09:19 PM

Avoid the junior high with young children. Look for an alternative location.

Anonymous

6/05/2023 09:35 PM

I live in Carter Park neighborhood not far from the proposed Safe Stay site. I am encouraged that steps are being taken to help people that have been living on the streets in terrible conditions. Giving people support to get back on their feet is a proactive start to helping them to become self sustaining community members. Having shelter and support will allow them to move them away from simply surviving to being able to provide for themselves and their families. Thank you for working on this problem that needs viable solutions.

Anonymous

6/06/2023 01:02 PM

I do not believe that this location on 46th and Main street is a good location for this safe stay community. I think part of the reason why the others were accepted and successful was because they were build on top of a location where there was a large encampment. Currently this is a parking lot used by the community for community events at Kiggins Bowl, there is not a encampment of size in the 1000

ft radius of this location. The location is closer to a school than any of the other locations and will draw issues being experienced near Leverich Park to the west side of the freeway. There is also another safe stay village being constructed only 2 miles SW of this location and so it would not seem as though this is equitable distribution in the city. Vancouver city limits go well far east of the current location and so this would saturate NW Vancouver as compared to other parts of the city. I live just up 45th street from this location and am opposed to the proposed location to be used as a safe stay village site, children walk by this location to go to discovery middle school daily, there is a elementary school bus stop just the other side of main street at the apartments located at 45th and main. It will reduce property values in my neighborhood, this is not like there was already a un regulated camp there, there is not. This is dragging a problem to the NW Lincoln neighborhood that is unwanted and un-warranted. I attended both meetings and think that anecdotal stories from people who are directly benefiting from this program aka Jamie, aka Do Good Multnomah are not evidence enough that this is actually beneficial for us in the neighborhood. There are no listed facts about this project easily available in the FAQ or other areas of this website such as how much is Vancouver City paying WSDOT to lease this lot? What happens when the lease expires is it guaranteed that it will not just be extended in perpetuity leaving us plagued with a "temporary" shelter site in the neighborhood permanently? How many people have actually transitioned to permanent housing from the 1st two safe stay locations and have stayed permanently housed? NE 49th street across 112th from the 1st safe stay village is littered with stolen cars, rotting campers, tents etc. It is outside the 1000 ft. radius of the safe stay there so it is un regulated and not being captured in your bs data being shared at these meetings. My dog sitter lives just down the that road and she has told me it is not safe for her to walk the dogs there any longer because of people camping, harassing residents of the neighborhood and drug paraphernalia that is all over, she worries someone's pet will eat it or get punctured etc. I have witnessed its decline with my own eyes when taking our family pet to her home. I hope city counsel will consider another location. This is not going to help the Discovery Middle School community or the NW Lincoln neighborhood. Put one on the bus line on the South East Side of town, there is a "gap" in equity with two being within two miles of each other on the Main Street/ I-5 corridor.

Anonymous

6/06/2023 01:56 PM

I am not against these communities. I am against placing a community nearly adjacent to a middle school. While I understand these people will be screened for violent or sex crimes, substance abuse and mental health issues plague a large portion of the homeless. Our children should not have to worry about being exposed to potentially violent behavior on their walk to and from

school. Our first priority needs to be keeping our kids safe. This cannot be ensured with a community next door to the school.

Anonymous

6/06/2023 04:28 PM

I think this is the most ridiculous idea I have ever heard. Another stay safe is already being placed down town. So next to this one you have a middle school, elementary school, a preschool and high school football field right next to it. This is completely not thought out. There is also litter sidewalks on the side it will be placed. I am very disappointed for the city of Vancouver to even float this idea by. I guarantee there will be a rise in crime and drug activity and you are placing this right next to our kids, shame on you.

Anonymous

6/06/2023 05:08 PM

To be honest, with the amount of school events next door to this shelter, I believe it is a recipe for disaster. High school teenagers and the homeless together, is a mix that I don't think will work well. Majority of it will be fine, but there will be certain times that it won't work. Is the City going to provide security around the clock? And it can't be just one person. it would be one thing to have the shelter similar to the one on 4th plain where it's far enough away from Fort but when it is this close to a middle school, Kiggins and residential housing, I just don't think it will be safe. As a resident, we already can't go to Leverich park in the early evening or morning due to safety concerns and with this shelter it will only expand unsafe areas. Nor is that safe to walk on 39th and Main, in the evening.

Anonymous

6/06/2023 06:46 PM

I have lived in Vancouver all of my life and my wife has been here for nearly a decade. We are both in strong favor of this proposal passing. Opening these Safe Stays provides resources and a chance for our communities houseless community. Additionally, these show we are not turning our backs on those in need. Previous Safe Stays show a decrease in crime in the locations where they are stationed and help people get back on their feet. I also was glad to hear there are background checks and 24/7 support. Our household is 100% in favor. Please approve this fourth Safe Stay location.

Anonymous

6/06/2023 09:14 PM

Why is proximity to schools not part of the criteria used to assess viable sites? While other Safe Stay Communities are "near" schools (notably, all schools with Title I designation) no other community shares a property line with a school. This proposed location means that middle school students will frequently come into contact with community residents. I recognize certain security measures are in place, but placing a fragile community directly next to a school with an already vulnerable population is akin to storing full propane tanks next to the fireplace. It does not make sense. I fully support services

and funding to help those in our community who are experiencing homelessness, but placing this community directly next to a school is irresponsible.

Anonymous

6/07/2023 07:37 AM

As a person who owns property filled with towering Douglas firs, have you considered the impact and potential injuries resulting after a wind event? Who will pay for the subsequent injuries or personal injury lawsuits when a large branch harpoons through a shelter hurting a resident or worker? Damages a vehicle? I own a substantial shop building on my property and the large branches speared through the roof like it was made of cardboard! Jamie Spinelli passionately spoke to the joys of trees, the welcoming and nurturing shade they provide in the summer, however has anyone thought of what those trees can shed during a wind storm? That lot is always littered with branches, large and small, after wind events. Plus, it is pretty darn scary being under large trees when they are swaying in the wind, groaning and making snapping sounds as branches break and fall. What do the shelter residents and workers do and go in this incident? What is the City's plan? What is Do Good's plan?

Anonymous

6/08/2023 12:33 PM

We own a convenience store in the Lincoln neighborhood. Opening a safe stay so close to the neighborhood and our schools is such a careless and reckless act. We are constantly dealing with homeless who coke in high and aggravated, trying to steal merchandise or harass our employees. They act as if it is our responsibility to take care of them and refuse to listen to us. Opening up this 4th safe stay is reckless and an endangerment to our neighborhood. We are going to have junkies just walking around our neighborhood know with a very limited police force present to do anything about it. This is ridiculous.

Anonymous

6/08/2023 06:35 PM

I work at Discovery and attended the forum on Monday night. I have no concerns whatsoever about this site being built. I just want to say that everything I heard from the panel sounds above board and professional. Just keep going. You got this. Trust the process. It's going to make a real, positive difference. I polled my 8th grade students about their thoughts on this site, in a Google Form. Five of them responded. All said different versions of "we are not concerned / live and let live." One said that his dad is currently homeless and it would mean a lot for him to have a place. Another one said they previously lived in a car and hope other people can get what they need. Robin Crocker robinleecrocker@gmail.com 512-300-8414

Anonymous

I am impressed with the Safe Stay model and the passion and

6/08/2023 08:17 PM

mission of the non-profit operators who are a part of it. However, I think the few times that the public was able to speak out during the highly constricted information session on June 5 made it clear that there has not been enough due diligence, research and planning for the site to be given the go ahead at this location, which differs from prior Stay Safe locations because it is important and key to the events, identity and culture of our city. For instance, It was clear that folks had no answers for the concerns of individuals who were involved with Covington House who depend on parking near the location for their events nor was there a full opportunity to understand the impact of the presence of the proposal on Kiggins Bowl sports events. The Kiggins Bowl, Leverich Park, Burnt Bridge Trail and Ellen Davis trail areas are an important element in the unique identity of the City of Vancouver. A Stay Safe Community in the area may or may not increase the camping population in this area but I maintain that the vast opportunity for camping in these undeveloped areas is obviously greater than those of the other sites. In this case it seems reasonable Safe Stay nearby may encourage more homeless population camping in the surrounding area, particularly with the prohibitions on day camping that have been recently approved by the City of Portland. The 4611 Main Street proposal may meet all of the requirements for a Safe Stay community and the holding and subsequent release of the property by Department of Transportation makes it available. Discovery Middle School and fields may not be in the 1200 foot barrier, etc. but issues specific to this location and how it impacts the life of the city, its residents, its sports fields, its heritage site, the nearby parks and trails deserve more study and opportunity for comment and review by members of our community. My hope is that more of these questions will be raised during the June 26 hearing and that a majority of the council members will see that issues for this proposal have more complex and sensitive ramifications for the surrounding area than the prior ones that have come before them. At the very least, more time, study and public engagement is needed before this proposal is ready for final approval.

Anonymous

6/09/2023 09:18 AM

Dear Vancouver City Council Members, I am writing to ask you to please vote against the Kiggins Bowl location proposed for the Safe Stay Community #4. . I want to say that I volunteer with the Blanchet House and the St. Andre Bissette Ministry in Portland, and that I also financially support St. Vincent de Paul here in Vancouver. I am firmly in favor of supporting our fellow community members who are experiencing homelessness and helping them on the path to being housed. It is essential that we care for our most vulnerable neighbors. I also am a firm believer in setting boundaries (like drug and alcohol sobriety) and requiring that these people also willingly participate in helping themselves. First and foremost, the proposed Kiggins Bowl location is too close to Discovery Middle School. It is literally right

next door to the track where students and community members run, walk, and workout. As mentioned above, it is essential that we care for our most vulnerable neighbors: who is more vulnerable than our young people? We need to protect them and ensure their safety. We cannot put the needs of the homeless above the needs of our children. There has to be an alternate location for this community where our children will not be so directly impacted. Their safety is paramount. Secondly, while the first two Safe Stay Communities in Vancouver appear to have shown success, this proposed site is to be run by Do Good Multnomah, an embattled group out of Portland, who have documented performance problems and fraud. Why on earth would we bring them into Vancouver? As our City Council, you should be trying to fix problems, not create more problems. Finally, not all Safe Stay Communities are successful. This has been well-documented by the news reports of the Peninsula Crossing Safe Stay Community in N. Portland. Why would we risk exposing our school-aged children and our neighbors to drug-deals, theft, commotions, disturbances, and overdoses? I am writing to you all in good-faith, but am also concerned that this is already a "done-deal" and this listening period is simply to appease the community but will have no real consequence, much like the poorly thought-out Columbia Bike Project. Bart Hanson was the only member of the City Council who took the time to listen to the community members affected and vote in solidarity with them. (Thank you, Bart.) I encourage you all to remember that you represent us, and hope that you will vote accordingly. Thank you for your time and consideration.

Anonymous

6/09/2023 12:35 PM

I have lived down the street of this proposed site for the past 6 years and saw an uptick in crime in this area during the pandemic, that has yet to fully resolve itself post-pandemic; however, there has been major improvement. Cars in our neighborhood have had broken windows, the locked mail box broken into, a gun shooting near by, along with other various stories I can speak directly to having first hand experienced them. I'm an advocate of helping the homeless community and spent countless years abroad helping to build homes in third world areas, but to be perfectly honest it's becoming increasingly hard to feel even comfortable walking the Burnt Bridge Trail alone as a female and then there's a nice track in Kiggins Bowl that is used. While not all crime can be directly connected to the homeless community, I do think it's fair to say its one of the many contributors. Having attended the in-person forum, I would say more questions need to be answered to address the timeline of this camp (if 3 years would be renewed or shut down fully after), what quick action would be taken if issues arise for the community since Portland neighbors seem left to just "deal" with issues which is unfair when they pay their bills, taxes/property taxes, and then if the community will in fact clean up debris/stranded cars that do tend to follow these

camp. If this camp goes through, I think it will be important to make it look decent from the outside and tuck it into the woods, like they said they would. To make sure it's not a total eye-sore. People were/are angry about these sites and saw that during the in-person forum...there was a weird disconnect happening where the panel seemed more concerned about the homeless and less about the community surrounding. While not intentional, I think it's working people up because we look like villains while our primary concern is just feeling safe and many also feel anxious after these tumultuous times. I believe people are looking for normalcy, safety and these sites seem to put people off by saying "we care about them, but not you." Am I against the site? Yes, but I didn't really feel like we had a voice, so I'm also realizing this will likely pass and if it does, please turn your words into action & keep this area clean and safe. And maybe work on future approach of the community on these sites. Homelessness is a societal issue, but it's been mainly created by politics far out of the reach of someone owning a home near one of these sites.

Anonymous

6/09/2023 06:07 PM

I am not entirely for or against the proposed Kiggins safe space. Two concerns I do have is this is one of the forested 'green' spots along the trail/bike path and adjacent to Discovery Middle School and the sports bowl. This is a beautiful area, venue and trail path. I might also be concerned with increased fire risk. Additionally, the parking lot is also used for school/sports events as well as walk, hike, bike marathons, the annual Hazel Dell Parade of Bands. Many weekends during spring and summer this parking space is open and relatively full with runners, cars and bikes. I offer alternate locations along HWY 99 such as the northwest corner at 63rd or the open space just north of Kasper recovery based housing on west HWY 99. Thank you.

Anonymous

6/09/2023 06:30 PM

At least six schools are within 3/4 mile of the proposed site. Too easy on and off freeway access for safety. Many unsupervised children at Kiggins Bowl. Burnt Bridge Creek Trail has become too dangerous to walk alone, can't imagine what will happen to it if the site is approved. What do the site residents do during the day? Wander the area? I doubt many of us who live nearby will feel safe in our homes.

Optional question (156 response(s), 0 skipped)

Question type: Essay Question

401 NW 46 Street
Vancouver, WA 98663
May 25, 2023

City Of Vancouver
P O Box 1995
Vancouver WA 98666-1995

Cc: Mayor Anne McEnery-Ogle

RE: Safe Stay Proposal - Main Street

Dear Staff,

At first glance, the Main Street location sounds like a good option, but there are several really bad problems with this spot. We do not think it is a safe location for residents of the 4th Safe Stay Housing for the following reasons:

- 1) Main Street is extremely busy at this location with speeding motorists at all hours and would not be safe for wheelchair residents or older people.
- 2) It is a **very noisy location**. The freeway is right on the other side and Main Street is always busy and has noisy traffic going up the hill on Main Street. Also the east side of Main St., in this location, has no sidewalks.
- 3) It is adjacent to the Discovery school property and would displace parking for Kiggin's Bowl school sporting events.
- 4) We believe there is a young children's school right across the street at the Presbyterian church.
- 5) This is, and always has been, the north entrance to our city. Having this as a "first impression" is not how we would like our city viewed.
- 6) While the "treed canopy" is viewed as a plus, it's also dangerous from both fire and limbs/tree falling in storms.
- 7) This site was **not acceptable** for mobile homes in the past as the old trailer park was closed that was previously located at this site. But it's okay for pallet houses now?
- 8) The Columbian's article (5/25) "suggests" the transportation folks see this as a potential solution to current "campers" on their land. However, this won't end these local campers—it will encourage more of them in this vicinity.

Continued...

Page 2

We live in the neighborhood, so experience these traffic problems first hand daily. We are lifetime residents of Vancouver and speak from experience, knowledge, and facts.

Thank you for listening.

Sincerely,


Joyce & Guy Davis

Peck, Kerry

From: Cooley, William
Sent: Friday, May 26, 2023 3:29 PM
To: Shepard, Laura; Becker, Tim; Lande, Aaron; Spinelli, Jamie; Peck, Kerry; Banner, Sophie
Subject: FW: City of Vancouver's Stay Safe Community Listening Sessions

Hi Team,

This afternoon, Vancouver Public Schools shared the message below from superintendent Jeff Snell with all parents districtwide.

I left a voicemail for Discovery Middle School principal April Whipple, reiterating our offer to meet with teachers and staff. I will let you all know as soon as I hear back.

Kind regards,

William Cooley (he/him) | Community Engagement Manager
CITY OF VANCOUVER, WASHINGTON
P: 360-624-0718
www.cityofvancouver.us

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

From: **Vancouver Public Schools** <do_not_reply@vansd.org>
Date: Fri, May 26, 2023, 2:17 PM
Subject: City of Vancouver's Stay Safe Community Listening Sessions
To: VANCOUVER PUBLIC SCHOOLS Recipients <recipients@vansd.parentlink.net>

Dear VPS Parents and Guardians,

You may have recently heard that [the City of Vancouver is considering opening Vancouver's fourth "Stay Safe" Community on a lot owned by the Department of Transportation that is just north of Kiggins Bowl and also close to Discovery Middle School.](#)

Since this proposed site borders our property, the City of Vancouver reached out to us to let us know that this was under consideration. They also shared they would like to begin to engage in conversations with the local community and gather their feedback through listening sessions. In an effort to best accommodate our students and parents, they also rented space at Discovery Middle School for their planned listening event on May 31.

VPS is not a decision-making partner in this decision, but our leadership, staff, students and parents are obviously big stakeholders in this decision so the City of Vancouver very much wants to work with us as they move forward.

[The City of Vancouver has set up a landing page with more information about Stay Safe Communities in general, details surrounding these listening sessions, as well as who to contact directly with your thoughts and questions.](#)

We're grateful for our community and local government partners in this effort because we have a significant number of unhoused students in our district. We do hope you will attend one of the city's feedback opportunities to learn more about the plans, and you can share both your concerns and hopes.

Sincerely,
Jeff Snell
Superintendent, Vancouver Public Schools

Translations forthcoming

This message is currently being translated into Spanish, Russian and Chuukese. If you have indicated that you prefer to receive communication in one of these languages, this message will be resent to you once the translation is available.

Este mensaje está siendo traducido actualmente al Español. Si usted ha indicado que prefiere recibir comunicación en Español, este mensaje le será enviado de nuevo una vez que la traducción esté disponible.

Это сообщение в настоящий момент переводится на русский. Если Вы указали, что Вы предпочитаете получать информацию на одном из этих языков, данное сообщение отошлют Вам, как только оно будет переведено.

Epwe wór chón angang wón ei esinesin ren an epwe wór ekesiwin seni fóósun Merika ngeni Fóósun Chuuk. Iká pwe en mi mochen ánea nón fóósun Chuuk iwe ei esinesin iká póróus epwap tou iká pwe a tawe.

You are receiving this email because of your relationship with VANCOUVER PUBLIC SCHOOLS. If you wish to stop receiving email updates sent through the Blackboard service, please [unsubscribe](#).
VANCOUVER PUBLIC SCHOOLS | PO Box 8937, VANCOUVER, WA 98661-8937 | 360-313-1234

Peck, Kerry

From: City of Vancouver - Office of the City Manager
Sent: Thursday, May 25, 2023 10:02 AM
To: Spinelli, Jamie; Lande, Aaron
Cc: Peck, Kerry
Subject: FW: Proposed Plan on Main St

Follow Up Flag: Follow up
Flag Status: Flagged

Hello All,

Received this message below in the CMO inbox.

-Kristin

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

From: Chelsea Eilts <chelsea.eilts@gmail.com>
Sent: Thursday, May 25, 2023 9:45 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Proposed Plan on Main St

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

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

To whom it may concern,

I am writing to strongly recommend against a Safe Stay Community at upper Main St near Kiggins Bowl for a variety of reasons.

My business is at 40th and main, next door to both a preschool and large school. The homeless in the area have already been a source of vandalism, litter, toxic refuse, theft, and unsafe behavior in the area. Designating this as an area for them to congregate invites more of this.

Strongly strongly opposed here and will be inclined to relocate my business should this pass!

Dr. Chelsea Eilts
4001 Main St
Vancouver, WA 98663
chelsea.eilts@gmail.com

Peck, Kerry

From: Spinelli, Jamie
Sent: Tuesday, June 13, 2023 3:47 PM
To: Peck, Kerry
Subject: Fwd: Submission: City Council Contact Form

Did I send you this one already?

From: HART Team <hartteam@cityofvancouver.us>
Sent: Tuesday, June 6, 2023 9:16:52 AM
To: Spinelli, Jamie <Jamie.Spinelli@cityofvancouver.us>
Subject: Fwd: Submission: City Council Contact Form

From: City Council <council@cityofvancouver.us>
Sent: Tuesday, June 6, 2023 9:05:51 AM
Cc: HART Team <hartteam@cityofvancouver.us>; Lande, Aaron <aaron.lande@cityofvancouver.us>
Subject: FW: Submission: City Council Contact Form

Good morning Council,

The email below was sent to you through the online contact form. I have included the HART Team here to ensure tracking of public comment.

Amanda Delapena | Executive Assistant to the Mayor and City Manager
Pronouns: She/Her/Hers



CITY OF VANCOUVER, WASHINGTON
Mayor/City Manager's Office
P: (360) 487-8605

www.cityofvancouver.us | www.cityofvancouver.us/socialmedia



From: Mark <webresponse@cityofvancouver.us>
Sent: Tuesday, June 6, 2023 9:03 AM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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



City Council Contact Form

Submitted date: Tuesday, June 6, 2023 - 9:03am

Contact Information

First name:

Mark

Last name:

Graybill

Email address:

mark@markgraybill.com

Street address:

409 NW 49th St.

ZIP code:

98663

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Dear Council Members,

We would like to express our opposition to the proposed Stay Safe Community site #4. We understand the need for Stay Safe communities and appreciate the intentions of the City to positively impact this growing issue. This fourth planned community, however, is not one we feel comfortable with. While it may be an optimal plan for bus lines and geographic disbursement, because it is almost immediately next to a school, it will only leave parents and students with an unease. Whether security concerns are legitimate or perceived, maintaining the feeling of safety among our

children in our school zones should be the top priority.

It's hard to believe the socioeconomic makeup of Discovery Middle School isn't a factor in the decision to utilize its neighborhood. Our belief is we should maintain a perimeter around all schools to ensure students who walk to school don't have safety concerns. This really isn't any different than imposing steeper traffic penalties and increased sentencing for drug-related charges. The goal isn't to deny access to anyone, but rather ensure an elevated standard of access and protection for our children.

The result of placing this encampment near Discovery Middle School will be destabilizing. Families will request boundary exceptions or find educational alternatives. What this area needs is stabilizing efforts. We intentionally left our son at Discovery in spite of its weak reputation because we want to be difference-makers and help to intentionally improve our neighborhood schools. However, choosing to place the Stay Safe Community here will absolutely alter our plans to place any of our children at Discovery.

I do want to be sure this doesn't come off as a family of privilege wanting to separate ourselves from humanity. Our home is exactly 5 minutes from the proposed site, but it is also 5 minutes away from the site on Lakeshore Ave. which we did not express any opposition to. Again, we are not against these communities! We are for maintaining an elevated standard for our children and schools.

Please do not approve this plan. Please create a strategy that includes maintaining the sanctity of our school zones.

Respectfully,

Mark & Emily Graybill

Please note: We've tried to share our comments and concerns through the City's beheardvancouver.com and the comments were never submitted due to website issues. Our neighbors have had the same experience with these technical difficulties.

Upload a file:

Peck, Kerry

From: Spinelli, Jamie
Sent: Monday, June 12, 2023 8:43 AM
To: Peck, Kerry
Subject: Fwd: Safe Stay Community

Public comment

From: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Sent: Monday, June 12, 2023 8:18:36 AM
To: Spinelli, Jamie <Jamie.Spinelli@cityofvancouver.us>
Subject: FW: Safe Stay Community

Hello,

We received this message in the CMO inbox.

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

From: Carie Niblock <chitch70@gmail.com>
Sent: Monday, June 12, 2023 8:04 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Safe Stay Community

You don't often get email from chitch70@gmail.com. [Learn why this is important](#)

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

To whom it may concern,

I am deeply disappointed that myself and others living in the Discovery Middle School boundary were not important enough to receive the 'Dear Community Member' letter that was sent to Discovery MS from Jamie Spinelli, the Homeless Response Manager.

This is sneaky and irresponsible. I have many friends and family living in this school's boundary who have children that either attend Discovery, or will be attending in the future.

These community member voices went unheard during the in person community information sessions held at Discovery MS because they had no idea it was happening because, again, no letters were sent to the community who actually live in the boundary. I live in the boundary! Where is my letter?

Students who attend Discovery, who live within a mile radius, have zero school bus options. They walk to and from school. In fact, a very large number of them walk right past the proposed site. I don't think this would be allowed by Alki MS or Skyveiw HS.

I ask of you, stop giving away services to the homeless. The more you give, the more homeless will infiltrate, perpetuating the problem. And with the new camping ban the City of Portland has signed into law, guess where those homeless people are going to go? They will go where the free services are. If the City of Vancouver hasn't learned anything from Portland's examples, then you will leave no choice to Vancouver's citizens but to exodus as people are continuing to do from Portland.

In closing, I ask that you send notification to every household located in the Discovery MS's boundary. You can find boundary maps on the Vancouver Public School website. <https://vansd.org/>

Respectfully,
Apposed Community Member.

Peck, Kerry

From: Spinelli, Jamie
Sent: Tuesday, June 13, 2023 3:48 PM
To: Peck, Kerry
Subject: Fwd: Submission: City Council Contact Form

And this one

From: HART Team <hartteam@cityofvancouver.us>
Sent: Tuesday, June 6, 2023 9:14:09 AM
To: Spinelli, Jamie <Jamie.Spinelli@cityofvancouver.us>
Subject: Fwd: Submission: City Council Contact Form

From: City Council <council@cityofvancouver.us>
Sent: Tuesday, June 6, 2023 9:07:42 AM
Cc: HART Team <hartteam@cityofvancouver.us>; Lande, Aaron <aaron.lande@cityofvancouver.us>
Subject: FW: Submission: City Council Contact Form

Good morning Council,

The email below was sent to you through the online contact form. I have included the HART Team here to ensure tracking of public comment.

Amanda Delapena | Executive Assistant to the Mayor and City Manager
Pronouns: She/Her/Hers



CITY OF VANCOUVER, WASHINGTON
Mayor/City Manager's Office
P: (360) 487-8605

www.cityofvancouver.us | www.cityofvancouver.us/socialmedia



From: Dina <webresponse@cityofvancouver.us>
Sent: Monday, June 5, 2023 4:53 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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



City Council Contact Form

Submitted date: Monday, June 5, 2023 - 4:53pm

Contact Information

First name:

Dina

Last name:

Hovde

Email address:

dehovde@gmail.com

Street address:

4300 NW Columbia Street

ZIP code:

98660

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I appreciate being able to weigh in on this idea. I hope it makes a difference and that city leaders do not proceed with siting a homeless encampment at the location proposed, only to be able to say the city is doing more about a troubling situation in our city. There are better solutions.

I have experienced homelessness, volunteered with the homeless and worked with a homeless shelter. I also live in the Lincoln neighborhood.

This property next to Kiggins Bowl and near a middle school is not a good location for Vancouver's efforts to make life more livable for one group of people at the expense of other groups in the community, including our youth.

I am near this site often. This location is a kid-centric area. Homeless people are not congregating on or near the property now, which is a point that has been raised in this meeting: It is smart to meet people where they are. I have seen homeless people congregating in other areas in the city. (Congregation is not a tent one time on a property. For that matter, I have never seen even one tent on this WSDOT parking lot, even though a city worker has.)

My son used to run through this property, while a member of the cross-country team for Discovery Middle School. My school-age children also attend events at Kiggins Bowl. I would not allow my children to run in that area or attend events without parent supervision if it became a homeless encampment, attracting houseless people and the drug issues that often accompany this segment of the population.

Stay Safe communities make more sense in locations where homeless people are present en force already, offering a safer alternative to people, with the hope of reducing crime and drug use. They make sense in locations where parents would already hesitate to let their children be without supervision.

I believe creating a homeless encampment at this location would only increase crime in the immediate area. It will definitely decrease the livability of a legacy neighborhood in Vancouver and an area that children use.

Misguided compassion is leading many cities in the Pacific Northwest, including ours, to solutions that don't work. I'm a single mom in the city. And a recently passed tax increase for affordable housing that many don't see as affordable puts some property taxpayers closer to not being able to make ends meet without government assistance. It decreases my ability to plan and save for my family's future and my retirement. There are also several examples of encampments — with and without government participation — that are not working out as hoped.

Just this week, I read a number of stories about encampments making cities less livable.

The Washington State Department of Transportation says Camp Hope in Spokane will close next month. The camp has hurt the neighborhood with a spike in crime and open-air drug use in the neighborhood, as well as declining business activity, given safety concerns.

In Burien, a homeless encampment in the center of downtown is spiraling out of control. Sweep signs indicate it is scheduled to be cleared on May 31. Before the group of campers moved to this location from the Burien City Hall/Library grounds, the grassy corner lot had been used by the neighborhood as an unofficial dog park.

Neighboring Portland is experiencing a population decrease, in part caused by its homelessness and drug problems. An article in the Post Millennial quotes Sarah Holland, the director of supportive housing for the non-profit Central City Concern saying, "If you're a drug addict on the streets of Portland, and you get free food, free housing, free water, free needles, and have \$2 fentanyl, why would you put yourself into treatment if you don't have to go?"

Portland reports a 50 percent increase in homelessness from 2019 to 2022.

Our own experience with the now-closed Navigation Center gives us writing on the wall of the impact city-sanctioned homeless-priority places have on a surrounding area.

What Washington state cities are doing — fueled by misguided compassion — is not working. It is not compassionate to make it easier for people to live on the streets. It is compassionate to help people access more formal shelter, job assistance and needed treatment to help rebuild their lives.

When I did some public relations work for a successful, nonprofit homeless shelter in Vancouver, Open House Ministries, former homeless residents there told me that if they had a choice between keeping their families homeless and doing drugs, vs. living in a shelter without drugs, they would have chosen the former. It was because the choice was between shelter and no drug use or jail and no drug use that they made better choices. They were so glad they did and were able to rebuild their lives, reunify with community and family members and find work.

Having expectations is compassionate.

Please don't use public property that doesn't have homeless congregating for another encampment. If we build it, they will come.

If Stay Safe encampments sponsored by taxpayers are to continue, seek out properties that already have homeless people congregating on or near them and that can offer these members of our community a better alternative and connection to social services.

A few notes on earlier points in the meeting, Lon said that we are seeing "great success" with other Stay Safe communities. I'd love to hear what great success is? How many people have been permanently housed, compared with how many are still in the Stay Safe communities that exist or back on the streets or in an unknown location?

Jamie said that these sites were equitably distributed, yet having one just a few miles down in downtown and now this one on upper Main puts two Stay Safe communities in proximity of many of my neighbors daily ongoing. She said no local providers were seeking to oversee this community, which is why Do Good is playing a resource role. I would find it concerning that no local provider wanted participation in another Stay Safe site.

Thanks for hearing me out. I'm happy to help point you to additional research and experiences with government-aided homeless encampments.

Onward,
Dina Elizabeth Hovde

Upload a file:

Peck, Kerry

From: Kendle Pitts <keniq81@gmail.com>
Sent: Thursday, May 25, 2023 8:30 AM
To: Peck, Kerry
Subject: Homeless camp Next to Disco MS RSVP

You don't often get email from keniq81@gmail.com. [Learn why this is important](#)

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

That is a big Hell no!

I will be attending

An in-person session is set for 7 to 9 p.m. June 5 at Discovery Middle School Commons, 800 E. 40th St., Vancouver.

“We all eat, and it would be a sad waste of opportunity to eat badly.” -Anna Thomas

Peck, Kerry

From: Kendle Pitts <keniq81@gmail.com>
Sent: Thursday, May 25, 2023 8:30 AM
To: Peck, Kerry
Subject: Homeless camp Next to Disco MS RSVP

You don't often get email from keniq81@gmail.com. [Learn why this is important](#)

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

That is a big Hell no!

I will be attending

An in-person session is set for 7 to 9 p.m. June 5 at Discovery Middle School Commons, 800 E. 40th St., Vancouver.

“We all eat, and it would be a sad waste of opportunity to eat badly.” -Anna Thomas

Peck, Kerry

From: Lawrence Kee <lawrencemkee@hotmail.com>
Sent: Friday, June 2, 2023 10:03 AM
To: Peck, Kerry
Subject: Homeless

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Homelessness

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

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

Hey, get off your asses and start doing something about the homeless in Vancouver!
If you do not begin to correct the problem Vancouver is going to look like Portland! The green areas around the on-off ramps seem to be a favorite spot for homeless. For example, mill plain and 205, all sides. Put a fence up or drop huge boulders down so they cannot set up camp. Take care of the problem!
Sent from my iPad

Peck, Kerry

From: Deniz Ersever <skidevelop@gmail.com>
Sent: Friday, May 26, 2023 11:30 AM
To: Peck, Kerry; Peck, Kerry
Subject: I would like to understand why you are building a homeless shelter next to our neighborhood.

Categories: Homelessness

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

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

Hello,

I am shocked and disappointed to find out that the city is building yet another homeless shelter.

<https://www.columbian.com/news/2023/may/26/proposed-location-for-vancouvers-fourth-safe-stay-draws-mixed-reviews/>

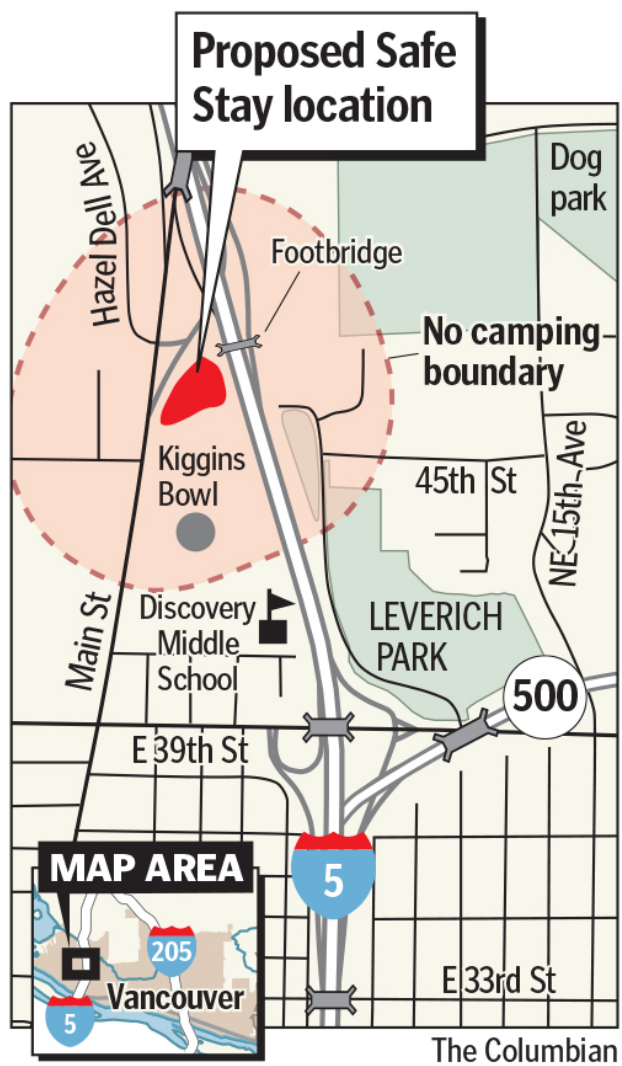
<https://katu.com/news/local/vancouver-seeks-public-comment-on-fourth-safe-stay-village#>

I waited 40 years to buy my first home, and now we are building a homeless shelter next to it? I am very concerned about this decision, and about the future effect this will have on our neighborhood.

I have a number of questions to ask about this issue, and would like to know where the best email or place to ask them is, please. One of the articles mentioned this email, which is why I am trying it first. Not sure if you can answer them, but the questions are as follows:

1. What was the motivation behind this decision to build yet another shelter?
2. What was the reason for the selection of this location?
3. Why does there need to be a fourth one in Vancouver? Why did the previous ones not suffice?
4. Do we think this will be the last one to be built?
5. Why isn't it being built in Camas or Ridgefield?
6. Do you realize the effect this will have on our property values?
7. Businesses are not going to want to open, with more homeless shelters being built in the area. Even worse, I worry that our nearby Safeway might want to close. Look at all the stores closing in Portland.
8. By building homeless shelters, we will just attract more homeless to our city. Why are we making it attractive for more homeless to come to our city?
9. How am I supposed to raise a family with the city building a homeless shelter this close?
10. Is this going to happen for sure? Do the nearby residents get a vote on it? I think that would be the most fair way of approaching this.

Thanks,
Deniz



Peck, Kerry

From: Spinelli, Jamie
Sent: Thursday, May 25, 2023 10:09 AM
To: Peck, Kerry
Subject: Re: 4th safe stay location

Thank you for your comment! There is a referral/application process for anyone entering these sites, and that process includes background checks. All of our Safe Stay Communities screen out all sex offenders, regardless of their level. Additionally, once a Safe Stay Community is established, we implement a 1000' no-camping buffer, so it will also remove existing unsanctioned camping within that area around the site.

Establishing or facilitating these sites allows us to mitigate the impacts of unsheltered homelessness as we are working on those "root cause" solutions like affordable housing, mental/behavioral health, etc. Without additional shelter space, all of these individuals would remain unsheltered on our streets, in our trail systems, and on other public rights of way, much like what's seen in Portland and other larger cities now. Not only have our sites helped reduce unsanctioned camping in the areas they exist, but because they are managed 24/7 with skilled support staff, they've assisted with a great number of people effectively stabilizing and moving into permanent housing, accessing treatment, becoming employed, and actively participating in their community in a healthy way, which does, in fact, start to get at some of those root causes at an individual level.

From: Peck, Kerry <Kerry.Peck@cityofvancouver.us>
Sent: Thursday, May 25, 2023 9:42:38 AM
To: Spinelli, Jamie <Jamie.Spinelli@cityofvancouver.us>
Subject: FW: 4th safe stay location

Beheard feedback is starting.

Can you please write a response to this and I can have it posted.

Until next time,
Kerry

Kerry Peck | Administrative Assistant (she/her)

CITY OF VANCOUVER, WASHINGTON
City Manager's Office/Administrative Assistant
P: (360) 487-8616
www.cityofvancouver.us | www.cityofvancouver.us/socialmedia

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

From: Jeremy Walker <walkerj341@gmail.com>
Sent: Wednesday, May 24, 2023 9:17 PM
To: Peck, Kerry <Kerry.Peck@cityofvancouver.us>
Subject: 4th safe stay location

[You don't often get email from walkerj341@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

I've just read a report that the vacant WADOT parking lot on main is being considered as a safe stay location. As a parent with a young child attending a school in that neighborhood I must protest. That parking lot is with 1000 yards of at least 3 schools and several daycares. We know sex offenders utilize these locations and this poses excessive risk to the youth in the community. It is less than 1000' from the high school which in some cases would make it completely off limits to certain sex offenders but we know that won't stop them. City of Vancouver needs to go back to the drawing board. The fact that so many of these locations are needed is the real problem, facilitating them doesn't help the root cause. You are allowing our beautiful city to turn into Portland and no one wants that. Leasing this with public funds is a completely irresponsible use of taxpayer dollars and doesn't solve any problems. All of this said we must demand this parking lot not be used for this.

Jeremy walker

Peck, Kerry

From: Brittany Slick <brittanyslick@gmail.com>
Sent: Monday, June 5, 2023 5:40 PM
To: Peck, Kerry
Subject: RSVP for stay safe meeting

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

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

I'll be in attendance tonight with my daughter who is a student at Discovery.

Thank you for having this informational meeting. I'm curious to hear why this site is being considered and what other sites are the alternative choices. Maybe those are not located so close to three schools.

Thank you,
Brittany Slick

--

Sent from Gmail Mobile

Peck, Kerry

From: Carie Hitchcock <carie.hitchcock@vansd.org>
Sent: Friday, May 26, 2023 11:50 AM
To: Peck, Kerry
Subject: Safe Community comments & concerns

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Homelessness

You don't often get email from carie.hitchcock@vansd.org. [Learn why this is important](#)

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

Hi Kerry,

I just looked over a letter sent to Discovery Middle School from the city of Vancouver about the proposed site for the Safe Stay Community. I must first say, as a VPS employee, working at Discovery Middles School on 800 40th St, this is extremely concerning. We have a walking zone of a mile radius around our property. There are several kids who walk by the proposed site to get to school and back home.

Second; The proposed site location is in a part of Vancouver where neighborhoods are being improved. Putting this "Safe" Community in this site does not resonate with the progression of this, and other surrounding neighborhoods.

Third; You mentioned that Do Good Multnomah will be providing onsite management. This is a Portland organization and my experience as a lifelong Vancouver resident is that Vancouver residents DO NOT want anything to do with how Portland manages anything as they clearly haven't got that figured out yet.

Respectfully,
Carie Hitchcock
Enrollment Clerk
Discovery Middle School
carie.hitchcock@vansd.org
360-313-3306

Life is your sun, make it shine.



Peck, Kerry

From: Stephen Hale <stephenchale@me.com>
Sent: Saturday, May 27, 2023 4:03 PM
To: Peck, Kerry
Subject: Safe Stay Community Proposed for 4611 Main St

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

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

Kerry

I realize that these communities are needed and must be placed somewhere. However, since it has been shown that these communities are made up of mostly individuals that have both drug dependency and/or psychological issue, my concern is its location being within 1,200 feet of Discovery Middle School and literally right in the back yard of the schools Kiggins Bowl ball fields, Burnt Bridge Creek Trail open space, and Leverich Park. All areas that already have some homeless issues. I think I can state with some confidence that these communities could easily attract many more homeless to the area plus the corresponding drug dealers and crime that is very likely to come with it. This same result was seen with the City of Portland's attempt at this same type of community.

With Discovery Middle School, Kiggins Bowl Ball fields, Burnt Bridge Creek trail open space, and Leverich Park literally in this proposed Safe Stay Community's backyard I think will result in serious unintended consequences that would take a very long time to fix. Please reconsider using this site for your proposed Safe Stay Community experiment.

Respectfully
Stephen C. Hale
204 E 45th Street
Vancouver, WA 98663
Cell: 360-921-2603
stephenchale@me.com

Peck, Kerry

From: Andrew Moss <mossboy3@msn.com>
Sent: Monday, June 5, 2023 9:08 AM
To: Peck, Kerry
Subject: Safe stay proposal

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from mossboy3@msn.com. [Learn why this is important](#)

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

What are the plans to keep safe stay from being a permanent residence and get those spaces freed back up? How does this effect our taxes? How long do we plan on keeping the safe stay locations

Get [Outlook for Android](#)

Peck, Kerry

From: City Council
Sent: Friday, June 9, 2023 9:25 AM
To: Dollar, Sarah
Cc: Peck, Kerry
Subject: Written comment for Council - Safe Stay

From: Lara <webresponse@cityofvancouver.us>
Sent: Friday, June 9, 2023 9:15 AM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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



City Council Contact Form

Submitted date: Friday, June 9, 2023 - 9:15am

Contact Information

First name:

Lara

Last name:

Shamieh

Email address:

larissa.catherine@outlook.com

Street address:

111 NW 40th Street

ZIP code:

98660

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Dear Vancouver City Council Members,

It is my understanding that you will be voting on the Safe Stay Community #4 that is proposed at the former Kiggins Bowl Site. I am writing to ask you to please vote against this community location.

I want to say that I volunteer with the Blanchet House and the St. Andre Bissette Ministry in Portland, and that I also financially support St. Vincent de Paul here in Vancouver. I am firmly in favor of supporting our fellow community members who are experiencing homelessness and helping them on the path to being housed. It is essential that we care for our most vulnerable neighbors. I also am a firm believer in setting boundaries (like drug and alcohol sobriety) and requiring that these people also willingly participate in helping themselves.

First and foremost, the proposed Kiggins Bowl location is too close to Discovery Middle School. It is literally right next door to the track where students and community members run, walk, and workout. As mentioned above, it is essential that we care for our most vulnerable neighbors: who is more vulnerable than our young people? We need to protect them and ensure their safety. We cannot put the needs of the homeless above the needs of our children. There has to be an alternate location for this community where our children will not be so directly impacted. Their safety is paramount.

Secondly, while the first two Safe Stay Communities in Vancouver appear to have shown success, this proposed site is to be run by Do Good Multnomah, an embattled group out of Portland, who have documented performance problems and fraud. Why on earth would we bring them into Vancouver? As our City Council, you should be trying to fix problems, not create more problems.

Finally, not all Safe Stay Communities are successful. This has been well-documented by the news reports of the Peninsula Crossing Safe Stay Community in N. Portland. Why would we risk exposing our school-aged children and our neighbors to drug-deals, theft, commotions, disturbances, and overdoses?

I am writing to you all in good-faith, but am also concerned that this is already a "done-deal" and this listening period is simply to appease the community but will have no real consequence, much like the poorly thought-out Columbia Bike Project. Bart Hanson was the only member of the City Council who took the time to listen to the community members affected and vote in solidarity with them. (Thank you, Bart.) I encourage you all to remember that you represent us, and hope that you will vote accordingly.

Thank you for your time and consideration,

Lara Shamieh

Upload a file:

Peck, Kerry

From: Delapena, Amanda
Sent: Wednesday, June 14, 2023 1:15 PM
To: Peck, Kerry; Spinelli, Jamie; Lande, Aaron
Subject: RE: Submission: City Council Contact Form

I see Be Heard clearly states comments closed on June 9 and to email comments to CMO after that. I'll include that information in my response to her as well.

Amanda Delapena

From: City Council
Sent: Wednesday, June 14, 2023 1:01 PM
Cc: Lande, Aaron <aaron.lande@cityofvancouver.us>; Spinelli, Jamie <Jamie.Spinelli@cityofvancouver.us>; Peck, Kerry <Kerry.Peck@cityofvancouver.us>; Dollar, Sarah <Sarah.Dollar@cityofvancouver.us>
Subject: FW: Submission: City Council Contact Form

Good afternoon Council,

The message below was submitted to you through the online contact form, for your consideration. Staff will respond to Corrie regarding timing of the June 26 City Council agenda publishing and registering to testify.

Amanda Delapena

From: Corrie <webresponse@cityofvancouver.us>
Sent: Wednesday, June 14, 2023 11:44 AM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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



City Council Contact Form

Submitted date: Wednesday, June 14, 2023 - 11:43am

Contact Information

First name:

Corrie

Last name:

Kutkey

Email address:

ckutkey@gmail.com

Street address:

304 NE 45th Street

ZIP code:

98663

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Title: City Council Restricts Community Member Participation in Safe Stay Vancouver Decisions

Dear City Council and Fellow Community Members,

I write to you as a concerned neighbor who lives across the street from the recently “proposed” location for Safe Stay Vancouver #4. I attended the in-person community session hosted on June 5th and was disappointed to discover that, although presented as a “proposed location,” it appears the City has very much decided upon the location, which shares property lines with, and parking facilities for, two sport fields that are actively used by both middle and high school students.

There are comments on the “beheardvancouver” website, as well as presented in person during the June 5th event, that there are examples of other communities that are “close” (1.5 miles isn’t the same as adjacent!) and essentially, nothing bad has happened...yet. Are we waiting for the “yet” to come to fruition?

More personally, the property I recently purchased (March 2022) is across the street from the “proposed” location. It is a duplex, which means I not only call it home, I also act as landlord. I am concerned about my ability to attract tenants and charge the rent the property deserves. If I were looking to rent a property, I would not choose to do so across the street from a homeless community. I am fearful of home break ins, drug paraphernalia, car break ins,

MORE people rummaging through my trash and recycling, and for the safety of the middle school students.

Needless to say, I am fired up and interested in participating in the upcoming hearing on June 26, which I only know about due to having attended the June 5th community session. It is impossible to find information in the places where concerned community members, particularly ones who are blindsided by a city decision that affects our sense of safety and security, are guided to look.

I ask you – what would you do if your access to speak up was restricted in this fashion? Please look at the attached screenshots from the City of Vancouver and Be Heard Vancouver websites.

- June 26 meeting has no agenda
- The link to register to provide council meeting testimony says “submissions are closed” (apparently closed for the June 5 meeting – which was over a week ago – and no option to register for June 26)
- City Council Calendar includes zero details
- Be Heard Vancouver website no longer taking comments, but also doesn’t provide any information about a June 26 hearing and how to sign up (there is a note that says “provide feedback by June 26,” but this is frankly not sufficient)
- The contact information provided at the June 5th hearing was an email for Lee Geslinger. I tried emailing at the address provided, and my email was blocked.

Honestly, what would you do?

Respectfully,

Corrie Kutkey
360.901.5203
ckutkey@gmail.com
304 NE 45th Street
Vancouver, WA 98663

Upload a file:

[letter_to_city_council_-_safe_stay_vancouver_4.pdf](#)

Peck, Kerry

Subject: RE: Safe Stay community

Sent: Wednesday, May 31, 2023 1:55 PM

To: Peck, Kerry <Kerry.Peck@cityofvancouver.us>

Subject: Safe Stay community

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

Hello to whom this may concern

I am emailing you with great concern regarding the up coming voting on the Stay Safe community that is being considered in the location at 4611 main Street. I have many issues with location due to all the children and teens who play sports just below at Kiggins Bowl. The city can not Guarantee their safety due to you not knowing the individuals that are going to be moving in to that location regarding their past offenses or mental capacity. I believe this could endanger the children and teens below doing sports at Kiggins Bowl.

The area already has homeless going through trash bins, dumpsters, camping on private property and looking through car windows for things to steal. The drugs and crime will just rise even more in this area. My children and others have to wait for the school bus just a block down from the location. I want to know if the people who will live there get some kind of back ground checks for the safety of the community around the possible location? I just want my neighborhood safe from possible dangerous situations. I am a concerned mother, grandmother and neighbor. Please consider that the location is not good for the community in that location. Thank you for your time and understanding my concerns.

Peck, Kerry

From: Kristin Phillips <kristin.davidson877@gmail.com>
Sent: Thursday, May 25, 2023 9:53 AM
To: Peck, Kerry
Subject: Proposed safe stay comments for the record - Kiggins Bowl Location

You don't often get email from kristin.davidson877@gmail.com. [Learn why this is important](#)

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

I do appreciate the effort to help the homeless problem in the county, and I do see the good that has come from the other safestay locations, however I think the new proposed Kiggins Bowl location is not the right place. It is way to close to children both playing at the field and Discovery Middle School. I understand there are standards the residents have to follow, however this is an inappropriate location due to the safety of children and families. I would fear for my child being exposed to residents not following guidelines or guests of residents, which unfortunately is something that can't be managed 100%. Slip ups happen, by both staff running the site and residents and a slip up in close proximity to children is unacceptable. I could see the city getting in legal trouble if something went wrong and a parent blamed the site.

I understand the need, and that this technically meets the qualifications, however it is not a good location.

Thank you for your time.

Peck, Kerry

From: Cristin Stevens <cristin.ec.stevens@gmail.com>
Sent: Thursday, June 1, 2023 9:31 PM
To: Peck, Kerry
Subject: RSVP for 2 - June 5th

Follow Up Flag: Follow up
Flag Status: Flagged

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

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

Hi Kerry,

My husband and I will be attending the in-person event for the possible fourth safe rest village on June 5th. We live close by and are not in favor of this location due to the proximity of the local middle school, neighborhood track, Burnt Bridge Creek Trail that is heavily used in this area and uptick in crime that has occurred in recent years already. While we hold compassion for these people, this seems like a band-aid approach to high cost rentals and mental health issues at the expense of devaluing property for a lower middle class area and further aggravating already present crime issues in this exact location. We have a house here purchased in 2018 and in the past 2 years there has been one gun shooting, mailboxes/packages stolen, many cars broken into including ours, a random person in our backyard so we got locks, multiple calls to police for suspicious activity near the Burnt Bridge Creek Trailhead and a multiple times where fire trucks have come to this area for various reasons. Also, there is a women's shelter in this area which seems to close to this proposal of a fourth safe rest village.

The news article we found on this proposal requested an RSVP. Also, we never received any email or mail notice of this proposal. Rather caught wind of it by reading the news, which seems strange as someone who lives less than a 5 min walk from this site.

Kindly,
Cristin

Peck, Kerry

From: Delia Seaman <willytonka@me.com>
Sent: Wednesday, May 31, 2023 10:19 AM
To: Peck, Kerry
Subject: 4th Safe Stay Site Vancouver Wa

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

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

Hello,

I'm hoping to be able to attend this evenings online forum regarding the 4th site identified for a Safe Stay site. I will be working, so unsure if I will be able to.

I'm optimistic that these points would be addressed in the meeting:

- Will this be a drug free site
 - If so, how will this be enforced
- Will services be offered for drug addiction and mental health
 - Will these services be mandatory and how will that be enforced
- Will this site be monitored 24/7 for security purposes
- What is the plan for parking needs for the sports complex at Kiggins Bowl
 - This is already an issue even with the use of that parking lot
- Will there be more of a security presence on the Burnt Creek greenbelt path near this site

Thank you so much for your time and consideration,
Delia Graham
4616 NE Creston Ave
Vancouver WA 98663



Staff Report: 115-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Celebrate Freedom agreement with The Historic Trust

Key Points

- The Celebrate Freedom program has been managed by The Historic Trust since 1999 with financial support by the City of Vancouver.
- The renewed agreement provides continued City financial support and ensures accountability.
- The primary events as part of this program are the Marshall Leadership Awards, Summer Fest event series and the Veterans Day Parade.
- City financial support is matched by money raised from donors and sponsors.

Strategic Plan Alignment

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors

Present Situation

The celebrate Freedom program has been successfully managed by The Historic Trust since 1999. This program was developed to feature the Vancouver National Historic Reserve and to foster civic pride. Over the years, the program has included a lecture series and also a large event on the Fourth of July. This year's program, detailed below, represents an updated approach focused on:

- Marshall Leadership Awards
- Summer Fest event series, multiple dates
- Lough Legacy Veterans Day Parade

Advantage(s)

1. Continues the tradition of popular community events and support of civic pride.
2. Supports program evolution to create a number of accessible and family focused events which support experiencing the Historic Reserve site.

Disadvantage(s)

City funds are required which could be redirected to other purposes; however, this would reduce exposure to the Historic Reserve and represent a loss of traditional programming.

Budget Impact

The City will provide up to \$200,000 per year to The Historic Trust in order to support Celebrate Freedom events. This amount has been approved in the biennial budget. The City contribution will be augmented by other funds raised by The Historic Trust.

Prior Council Review

Update under Manger's communications on June 5, 2023.

Action Requested

Authorize the City Manager, or designee, to sign the Celebrate Freedom Programs Agreement.

Dave Perlick, Recreation Services Manager, 360-487-8314

ATTACHMENTS:

- ▢ Celebrate Freedom Agreement
- ▢ Exhibit A
- ▢ Celebrate Freedom Presentation

**CELEBRATE FREEDOM PROGRAMS AGREEMENT
BETWEEN THE CITY OF VANCOUVER
AND
THE VANCOUVER NATIONAL HISTORIC RESERVE TRUST
(dba The Historic Trust)
2023-2024**

This agreement is entered into by and between the City of Vancouver, a municipal corporation, organized under the laws of the State of Washington, (“City”) and the Vancouver National Historic Reserve Trust (dba The Historic Trust), a non-profit corporation (“Trust”), relating to the planning, producing and funding of the Celebrate Freedom programs.

WHEREAS, the City, seeing a need for community programming to inspire civic pride and leadership, created or sponsored multiple events in the 1980s and 1990s, collecting them under the umbrella of “Celebrate Freedom” programs. The Marshall Leadership Award and the George C. Marshall Lecture series had the purpose of recognizing the value of public service and promoting the ideals of leadership, civic engagement, patriotism and community pride. The annual Veterans Day Parade, planned in conjunction with local veterans organizations, honored those who have served in the armed forces; and

WHEREAS, in 1998 the Vancouver National Historic Reserve Trust was incorporated as a non-profit, 501(c)3 organization whose mission is to inspire civic pride and economic vitality through education, preservation and celebration of the community’s history; and

WHEREAS, in 1999 the Trust assumed responsibility for the production of the Celebrate Freedom programs which at that time included the Marshall Lecture, Marshall Leadership Award and Veterans Day Parade; and

WHEREAS, in 2004 the 4th of July Committee, the non-profit organization who managed the annual 4th of July Celebration at the Vancouver National Historic Reserve, determined that they were no longer able to continue to produce the event and the Trust assumed responsibility for managing this iconic community event, in partnership with the City. On October 5, 2015 the City Council voted to ban the sale and use of personal fireworks within the City limits, beginning with the 2017 fireworks season, and recognized that this action could have a significant financial impact on the Independence Day event which was in part supported by revenue from the fireworks stands. Extreme wildfire risk and changes in community patterns since the COVID-19 pandemic have also impacted the viability of large-scale fireworks events, leading to changes in the size and scope of Independence Day-related events; and

WHEREAS, the Trust currently produces the Marshall Leadership Award, Marshall

Youth Award, Summer Fest (a successor event to Independence Day at Fort Vancouver) and Veterans Day Parade as part of Celebrate Freedom, a suite of signature events that help define the City of Vancouver and the Vancouver National Historic Reserve in relationship to its past and future; and

WHEREAS, the City has financially supported Celebrate Freedom since its inception, first as City programs and then under the Trust's management; and

WHEREAS, this agreement between City and the Trust serves the purpose of maximizing the effectiveness of limited public resources and serves the interests of the City in assuring that the Celebrate Freedom events and activities continue to be conducted for the benefit of the public.

NOW THEREFORE, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the mutual obligations of the City and the Trust with respect to the suite of events and activities currently grouped under the name of Celebrate Freedom, and with the understanding that the name of the suite may change during the time period of this agreement.
2. **Term.** This Agreement shall be effective as of June 27, 2023 and expires on December 31, 2024. This Agreement may be extended for one (1) additional two (2) year term by mutual agreement and upon terms to be negotiated.
3. **Scope of Work.** The Trust will produce the Celebrate Freedom programs, as outlined in Exhibit "A". The programs shall include Marshall Adult and Youth Leadership Awards, Summer Fest, and Veterans Day Parade. The Trust shall have the ability to produce other programs under the Celebrate Freedom umbrella as opportunities arise. The Trust shall provide at least 30-days' advance notice to the City of other proposed Celebrate Freedom programs or activities. If the City and the Trust mutually agree to add to Celebrate Freedom programs, and additional costs are associated with producing those events, additional compensation agreements may be negotiated.

Event production includes but is not limited to planning, logistics, advertising/marketing and recruitment and management of volunteers. In addition to the City's financial contribution, the Trust will solicit funds to support the programs through corporate and individual donations, grants and other fundraising activities. The City and the Trust will strive to find additional areas to collaborate and maximize limited dollars, in areas including but not limited to permitting and advertising. The Trust will comply with all National Park Service and City permitting and event management requirements in the production and management of the events.

Expenses eligible for reimbursement for Celebrate Freedom programs through this Agreement shall be limited to marketing/advertising, professional services, permits, event insurance, speaker travel, temporary help, postage, supplies, equipment rental, and salaries

and benefits directly attributable to the production of the programs. Ineligible expenses include organizational insurance, capital expenditures, staff travel and training, building rent and utilities.

4. **Compensation.** The City shall provide an amount not to exceed \$200,000 per calendar year to the Trust for Celebrate Freedom programs as specified herein. Per Scope of Work Section 3 above, funding may be amended to include other opportunities. Funding is provided on a reimbursable basis and documentation of expenses must be included with the reimbursement request. Expenses that are not in accordance with the approved scope of work will not be eligible for reimbursement. Requests for reimbursement shall be provided in batches of no less than \$5,000 per request.

Reimbursement requests should be submitted no later than ninety (90) days after the completion of each Celebrate Freedom event. Upon receipt of a proper reimbursement request, the City shall pay within twenty (20) business days.

In addition to funding, the City may supply additional logistical and administrative support for the Celebrate Freedom events on a case by case basis as mutually agreed upon.

5. **Project Reporting.** The Trust shall by March 31st each year, provide a written report to the City which shall include a summary of the previous year's Celebrate Freedom events and activities. Report shall include a summary of revenue and expenses for the Celebrate Freedom program and an estimate of the attendance at each event.
6. **Accounting and Auditing.** The Trust shall provide a copy of its Financial Statements and Report of Independent Accountants for the previous year as soon as a copy is available. If the City determines that there is reasonable cause to believe that the Trust has violated or failed to meet a commitment made in this Agreement, the City Manager or his/her designee may inspect and/or copy all Trust books, accounts and records at all reasonable times to determine compliance with such Agreement. This term does not limit any other remedy the City may have under other provisions of the Agreement and/or Federal and State law.
7. **Insurance.**

- a. **Commercial General Liability**

The Trust shall provide evidence of insurance to the City by certificate on a standard "ACORD" form, or its equivalent, issued by an insurance company licensed to do business in the State of Washington. The certificate must provide that coverage shall not be canceled or modified without thirty (30) days prior written notice to the City.

- \$5,000,000 minimum/general liability
- \$1,000,000 combined single limit auto liability
- City of Vancouver named as additional insured
- Current compliance with the State of Washington Industrial Insurance Program

- b. **Workers' Compensation**

The Trust shall carry workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of the Trust's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than:

- Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury in an amount no less than \$5,000,000 per occurrence.
- \$1,000,000 for each accident;
- \$500,000 for each disease for each employee;
- \$1,000,000 for each disease policy limit.

c. Other Requirements

- Washington Stop Gap Coverage: Consultants located in North Dakota, Ohio, West Virginia, Washington and Wyoming must have Washington Stop Gap coverage listed on the Certificate of Liability Insurance. The limits and aggregates noted above must apply to the Stop Gap coverage as well. This must be indicated on the certificate.
- Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will not be acceptable.
- City Listed as Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the CGL policy and shown on the certificate as an additional insured with an additional insured endorsement.
- City shall be listed as the Certificate Holder.

8. **Indemnification.** The Trust shall take all precautions necessary and shall be responsible for the safety of its employees, agents, volunteers and sub-consultants in the performance of the work hereunder. Trust shall defend, save and hold harmless the City of Vancouver, its officers, agents, volunteers, employees and assigns from any claims, damages, losses, liability or expenses (including attorney's fees) which arise from the negligent performance of this Agreement, except those claims, damages, losses, liability, or expenses which arise from the sole negligent acts or omissions of the City, its officers, agents, employees or assigns. This indemnity and hold harmless provision shall include any claim made against the City by an employee of the Trust, its subcontractors, or agents even if the Trust is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City.

9. **Volunteer Liability Waivers.** The Trust shall require all volunteers participating in activities associated with this Agreement to sign a Waiver and Release holding the City harmless for all claims arising out of the volunteers' participation. Copies of the signed Waivers shall be given to the City upon request.

10. **Termination.** Termination for Convenience: The Agreement may be terminated by either party upon written notice to the other party given at least one hundred and eighty (180) days in advance of the renewal date.

Termination for Cause: Either party may terminate this Agreement if for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms and conditions contained herein. The party believing that such a failure or violation has occurred shall give notice to the other party of their belief and allow a reasonable opportunity for correction of the violation or failure. If the failure or violation is not corrected in a reasonable time, this Agreement may then be terminated. The termination of the Agreement will become effective thirty (30) days after the notice of termination has been sent to the breaching party.

11. **Notice.** All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed as follows:

To the City:
City Manager
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668

To Trust:
President/CEO
The Historic Trust
750 Anderson Street
Vancouver, WA 98661

12. **Relation of the Parties.** The Trust, its subcontractors, agents and employees are independent contractors performing professional services for City and are not employees of City. The Trust, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Trust, subcontractors, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.
13. **E-Verify.** The Trust shall ensure all employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. Trust shall provide verification of compliance upon City request. Failure by Trust to comply with this subsection shall be considered a material breach
14. **Assignment.** Neither Party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
15. **Compliance with the Law.** The Trust agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including but not limited to, compliance with any state or local business license requirements and insuring that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national

origin, or disability as a result of this Agreement. A breach of this provision shall be considered a material breach of this Agreement.

16. **Governing Law and Disputes.** This Agreement shall be governed by the laws of the state of Washington. Before instituting any legal action hereunder, the Trust, through its President shall meet with the City Manager or other designated official and attempt in good faith to resolve the disagreement. Venue of any action hereunder shall be brought in the Superior Court of Clark County, Washington.

17. **Entire Agreement.** This Agreement incorporates all the agreements, exhibits, covenants and understanding between the parties. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

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

19. **Amendment.** Any amendments, changes or alternations to this Agreement shall be in writing and approved by both Parties.

CITY OF VANCOUVER,
a municipal corporation

VANCOUVER NATIONAL HISTORIC
RESERVE TRUST, a non-profit corporation

Eric J. Holmes, City Manager

Temple Lentz, President/CEO

Approved as to form:

Jonathan Young, City Attorney



We look forward to partnering again with the City of Vancouver as we consider changes to the Celebrate Freedom contract to ensure that the events produced continue to meet the changing needs of our community.

The Trust and the City have many shared values for this event series, which can help inform and identify events and their components as we move forward.

The Trust believes that our contracted events can address these values in the following ways:

Building and Strengthening Community Trust and Relationships	• Tone of all events is welcoming, respectful and warm. • Target audience will be youth, families and young adults (typically Generation X and Millennials) with the goal of fostering a new generation of people to love and care for the Historic Reserve. • Events will be structured so we may eliminate or significantly reduce the amount of physical barriers (like event fencing) to the extent that it is deemed safe to do so. • Events will be structured to give guests the opportunity to freely engage in their environment and with people at the events. <i>*Example: Picnic in the Park format, and Marshall Awards Reception.</i> • Include more City participation at events. We would like to see City employees being part of the events in a fun and casual manner. <i>*Example: 2022 Picnic in the Park and VPD having fun. Mayor at Marshall workshop.</i>
Actively Engage with the City-owned Properties on the Historic Reserve	• All events will have a component of activity/engagement for guests. • Passive guest experiences (such as a ceremony) will be part of a larger program. • Create opportunities for people to meaningfully engage with heritage, environment, and community across the historic site.
Celebrate and Honor	• Celebrate, honor, and support young leaders who embody the leadership values reflected by great national and city leaders. • Convene a community of local leaders united around a shared understanding of exemplary leadership. • Honor the sacrifice and work of all veterans. • Provide opportunities for community members to sincerely connect with young leaders and veterans.

Celebrate Freedom 2023-2024 Exhibit A

Diversity, Equity, and Inclusion	• Include more diverse speakers, performers, and honorees at events. • Contract events are free to attend (with an option to ask for donations). • Support minority business owners as vendors and subcontractors. • Continually refine and improve programs, especially when issues of equity and accessibility apply. • Intentionally and thoughtfully expand invitation and advertising outreach to include more underrepresented communities.
Sustainability – Financial, Personnel, and Environmental	• Events will remain essentially consistent for the term of the contract. This will provide predictability for the community, and planning and budgeting sustainability for partners, sponsors, and volunteers. • Controlled, strategic growth. • Staffing sustainability and hiring projections. • Events will aim to support City environmental sustainability goals.

Program Name

To better reflect the community-oriented, inclusive programming and goals of this event contract, THT proposes changing the contract name to Celebrate Vancouver. Individual events will continue to be operated under their specific names (i.e., Marshall Awards, Summer Fest) – but the contract itself will be referred to, internally, as Celebrate Vancouver.

Fireworks

Staff at both The Historic Trust and City of Vancouver believe that now is the time to eliminate Independence Day fireworks at the Historic Reserve.

When announcing the cancelation of the fireworks, it is recommended that the City of Vancouver, The Historic Trust and National Park Service make a joint announcement. This will provide a unified voice and decision for our community, and demonstrate a renewed partnership with the agencies responsible for our Historic Reserve.

Celebrate Freedom Event Lineup

Marshall Leadership Awards Program

Timeframe: March and April, 2023

The proposed program for 2023 includes: nominee workshop, awards ceremony, \$3500 award and community engagement opportunities for both awardees.

Summer Fest Events Series

Timeframe: June to end of August

In 2022, the first Summer Fest event was held on the July 4th weekend. Welcoming and free for all, we created a barrier-free space for people to drop in or stay the entire day to smile, and play, or dance and eat with their neighbors and new friends.

The events we are proposing moving forward are both new and familiar. We're reaching out to our ever-changing community to demonstrate and share our stories and culture.

Kick-off the Series Celebrating the Summer Solstice*

- June 20, 21, or 22 are the dates of the summer solstice, the time of light. The goal of these few weeks leading up to the Picnic in the Park is to take a little time to let the seasonal change set in. School is out. Summer is beginning. We envision small events or activities that embrace all walks of life ... the magic shop in downtown Vancouver or a local florist to set up a flower crown-making area for kids and adults, spoken word and poetry, music on the porches, a small local ensemble of artists painting with kids and adults throughout the day, etc. The goal is to provide scheduled activities throughout the weeks leading up to the Picnic in the Park that welcome the changing of the season. These will be low cost with high activity.

Picnic in the Park

- Saturday, July 1. We don't propose veering too far off of the 2022 event. There is an expectation that attendance will grow by 30-40% next year, based on the positive responses and attendance. The challenge here will be how to scale the event to maintain the neighborhood backyard ambiance.

Summer Fest Closing Event

- Saturday, August 27 (last Saturday in August). The Trust will join the nationwide program [Play Music on the Porch Day](#). This casual musical event will have an international flair including local musicians, food carts and ice cream, community partner organization booths, etc.

Lough Legacy Veterans Day Parade

Saturday, November 11, 2023

This event will remain the same in format and function. The Trust will work to ensure that the parade and ceremony connect with young, enlisted, female, minority and LGBTQ+ veterans.

Celebrate Freedom Plan 2023

David Perlick
Interim Director
Parks, Recreation & Cultural Services



Introduction of Partners:

- Tracy Fortmann, Superintendent, Fort Vancouver National Historic Site
- Temple Lentz, President/CEO, The Historic Trust



Pg 2

Overview

- Celebrate Freedom program is a series of events intended to foster civic pride
- Series Includes:
 - Marshall Awards
 - Marshall lecture series
 - Veteran's Day parade
 - Fourth of July
- The Historic Trust leads the planning and implementation of events
- The City of Vancouver provides funding and support
- The National Parks Service is a key partner
- An updated program of events is proposed for 2023



Brief History

- The program Celebrate Freedom was created by the City in the 1980s and 90s
- This involved multiple events intended to inspire civic pride and leadership
- The Historic Trust formed assumed responsibility for celebrate freedom in 1999
- The Trust also took over management of the 4th of July ceremony in 2004

Challenges and Changes

- Events have always required a wide variety of logistics, need for sponsors and volunteers
- The City ban of fireworks sales effective in 2017 significantly impacted revenue for community fireworks
- The impact of COVID required cancellation for many events
- Growing concern about impacts on services and the risk of fire related to fireworks

Opportunities

- Strengthened community trust and partnerships
- Deepen connection between City of Vancouver, The Historic Trust, and National Park Service
- Increasing the engagement with city owned historic properties – tell the story
- DEI - Create opportunities to engage a wider variety of community members
- Sustainability – Financial, Personnel, and Environmental



Refocused Program Proposal for 2023

- Marshall Leadership Awards Program
- Summer Fest Event Series
 - Kick-off the Series Celebrating the Summer Solstice
 - Picnic in the Park
 - Summer Fest Closing Event
- Lough Legacy Veterans Day Parade



Thank You





Staff Report: 116-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Approval of Purchase and Sale Agreement for 800 N. Devine Road (Heights District Acquisition)

Key Points

- The proposed transaction contemplates the City's acquisition of the entire parcel of real property at 800 N. Devine Road, Vancouver, WA 98661 in accordance with the terms and provisions of the Purchase and Sale Agreement between the City of Vancouver and Mr. Robert M Gregg, Jr.
- Future public right of way is planned to run through the entirety of the property as part of the Heights District Plan and is indicated in the Heights Roadway Plan that was approved by Council on May 15, 2023. Therefore, this acquisition is a necessary step for the implementation of the Plan.
- Mr. Gregg operates his law practice out of the building on the property and would like to continue operating his practice at this location until infrastructure construction needs require use of the property. Therefore, the transaction includes a fixed term post-closing lease of the building, with Mr. Gregg continuing to be responsible for all maintenance and operations of the premises, for a period of two years. Because the project timeline is not yet set, the lease also includes four options to extend for six months each, which extensions are subject to the City's sole discretion.
- The purchase price is based on the appraised value of the property and includes an upfront payment of fair value rent based on the limited term of the lease and maintenance obligations of the tenant for the post-closing leaseback agreement.

Strategic Plan Alignment

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

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services within fifteen to twenty minutes

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

Goal 10: Use our influence to support community partners' actions, projects and initiatives that improve our community's livability and prosperity

Present Situation

The Heights Roadway Plan that Council approved on May 15, 2023 identifies the subject property of this transaction located at 800 N. Devine Road, Vancouver, WA as having a future public right-of-way running through the entirety of the parcel. Therefore, its necessary for the City to acquire the property to fulfill the implementation of the Heights District Plan.

The owner, Mr. Gregg operates his law practice out of the building on the property and would like to continue operating his practice at this location until infrastructure construction needs require use of the property. Therefore, the transaction includes a fixed term post-closing lease of the building, with Mr. Gregg continuing to be responsible for all maintenance and operations of the premises, for a period of two years. Because the project timeline is not yet set, the lease also includes four options to extend for six months each, which extensions are subject to the City's sole discretion.

The City and owner have negotiated a purchase price based on the appraised valuation and includes an upfront payment of fair market rent for the entire lease term. Both parties independently commissioned MAI certified appraisals that validate the purchase price.

Closing of the transaction is contingent upon the City's completion of a 90-day due diligence and inspection period of the property to demonstrate that the acquisition is merited in consideration of any liabilities that would make it untenable for the City to develop the property for the purpose of a roadway. In the event the City chooses not to proceed with the purchase, the City would need to revise the Heights Roadway Plan to realign the public right-of-way.

Provided that the due diligence is completed to the City's satisfaction, the transaction is expected to close by the end of 2023.

Advantage(s)

1. This action allows the City to assume ownership of a strategic property in the Heights District and is a necessary step in the implementation of the Heights District Plan.
2. This acquisition is more cost effective and efficient than eminent domain proceedings, which is the alternative action.

Disadvantage(s)

Giving the timing of the redevelopment of the Heights, the City will not pursue immediate redevelopment of the property and will not recoup any investment in property in the short term.

Budget Impact

The purchase price is \$1,067,000.00. In addition, the City will incur closing costs of approximately \$15,000. Funding was approved in the Spring Supplemental for this acquisition.

Prior Council Review

None

Action Requested

Approve the transaction contemplated by the Purchase and Sale Agreement and Commercial Lease Agreement and authorize the City Manager or their designee to sign the Purchase and Sale Agreement in substantially the form attached and, provided that the Purchase and Sale Agreement closes, sign the Commercial Lease Agreement in substantially the form attached, along with any other related transaction documents.

Amy Zoltie, Real Estate Project Manager, 360-487-7953

ATTACHMENTS:

- ▣ Purchase and Sale Agreement
- ▣ Commercial Lease Agreement

COMMERCIAL PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into June ____, 2023 (the “Effective Date”), by and between Robert M. Gregg, Jr., an individual as his separate estate (“Seller” or “Gregg”), and City of Vancouver, a Washington municipal corporation (“Buyer” or “City”).

BACKGROUND

A. WHEREAS, the City has adopted the Heights District Plan, which is envisioned as a vibrant neighborhood center that is sustainable, healthy, equitable, accessible, and safe. It includes engaging public open space, diverse housing affordable to a wide range of community members and safe multimodal travel opportunities within the district and transit to nearby neighborhoods; and

B. WHEREAS, Seller’s Property (as defined herein) is an integral component to the public access elements of the Heights District Plan and acquisition of this Property by the City is essential to development of the Heights District Plan infrastructure; and

C. WHEREAS, the City has received a MAI (Member Appraisal Instituted) certified appraisal of the Property and has determined that the Purchase Price (as defined herein) is justified by the appraised value, the efficiencies in transactional costs as a result of a negotiated acquisition, and the necessity of the Property for public right-of-way uses; and

D. WHEREAS, the transaction contemplated by this Purchase Agreement qualifies for an excise tax exemption under WAC 458-61A-206, because the Property is being transferred to a governmental entity with the power to exercise eminent domain and the threat to exercise of eminent domain is imminent because Buyer has the present ability and authority to use its power of eminent domain against the Property at the time of sale and, pursuant to RCW 8.12.030, Buyer has specific statutory authority authorizing its power of eminent domain for property under the conditions presented, and, through this Purchase Agreement, Buyer has put the Seller on notice that, if the Parties cannot enter into an agreement for the purchase and sale of the Property, then the exercise of Buyer’s power of eminent domain in order to fulfill a fundamental public purpose pursuant to the City’s Heights District Plan is imminent;

NOW THEREFORE, intending to be legally bound hereby, Seller and Buyer agree as follows:

AGREEMENT

- 1. Sale and Purchase.** On and subject to the terms and conditions set forth in this Agreement, Seller shall sell, convey, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all that certain lot, tract or parcel of land together with the improvements constructed thereon located at 800 N. Devine Road, Vancouver, WA 98661 with the Clark County Tax Assessor parcel identification number 37910131 and the abbreviated legal description #147 JOHN NYE DLC .20A, as more particularly described in Exhibit A attached hereto and made part hereof (the “Property”).

2. Purchase Price and Manner of Payment.

- (a) In exchange for the Property, Buyer shall pay to Seller, and Seller shall accept from Buyer, the purchase price (the “Purchase Price”) in the sum of One Million Sixty-Seven Thousand and No One Hundredths Dollars (\$1,067,000.00), which Purchase Price shall be payable in the following manner:

Within five (5) business days of the Effective Date, the sum of Fifty Thousand and No One Hundredths Dollars (\$50,000.00) in good, collectible funds as a deposit (together with interest earned thereon, the “Deposit”) shall be paid and delivered by Buyer in the form of a promissory note substantially in the form attached hereto as Exhibit B (the “Earnest Money Note”) to Fidelity National Title Company, 655 West Columbia Way, Suite 200 ,Vancouver, WA 98660 (the “Title Company”), with Melissa Miller (tel.: 360.903.8405; email: Melissa.Miller@fnf.com) as escrow agent (“Escrow Agent”) to be retained by Escrow Agent pending Closing (as hereinafter defined) or sooner cancellation of this Agreement. Unless the Buyer first elects to terminate the Purchase Agreement, in which case the Earnest Money promissory note shall be immediately refunded to Buyer, the Deposit shall convert to cash upon expiration or waiver of the Inspection Period (as hereinafter defined) and be released and paid to Seller, except as otherwise provided herein. If Buyer fully consummates and funds the transactions contemplated by this Agreement on or before the Closing Date, the Deposit shall be applied against the Purchase Price. This Agreement shall constitute instructions to the Escrow Agent.

- (i) Within ten (10) days following execution of the Purchase Agreement, Buyer will obtain from the Title Company through Luke Bennier (tel.: 360.624.1046; email: luke.bennier@fnf.com) as title officer (“Title Officer”) a commitment for an owner’s policy of title insurance (“Commitment”), which Commitment must contain the express commitment of the Title Company to issue an ALTA owner’s standard form title insurance policy to Buyer subject only to those exceptions approved by Buyer and, should Buyer elect at Buyer’s sole cost and expense, an ALTA extended coverage title policy.
- (ii) The balance of the Purchase Price shall be payable on the Closing Date (as hereinafter defined), which sum shall be payable by federal funds wire transfer to Seller or to such other party for the benefit of Seller as may be directed by Seller. The Purchase Price shall be adjusted in accordance with the provisions of Section 5, which provides for various adjustments and apportionments.

- 3. Closing.** The closing and consummation of this transaction (the “Closing”) will be concluded by the Escrow Agent at the Title Company on or before the date that is thirty (30) days after the expiration of the Inspection Period as mutually agreed to by the parties (the “Closing Date”) If the Closing Date would fall on a Saturday, Sunday or legal holiday under the laws of the State of Washington, the Closing Date shall automatically be extended to the next day which is neither a Saturday, Sunday, nor legal holiday.

4. Quality of Title to the Property.

- (a) Seller shall convey, and Buyer shall accept, good and marketable title in fee simple, to the Property that any title insurance company authorized and licensed to do business in the State of Washington would be willing to insure, subject to the matters set forth in this Agreement. For purposes of this Agreement, “good and marketable fee simple title” means fee simple ownership that is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as defined in Section 4(b)), and (ii) insurable by a title insurance company reasonably acceptable to Buyer, at the then current standard rates under the standard form of ALTA owner’s policy of title insurance, with the standard printed exceptions therein deleted if an extended coverage owner’s policy is obtained by Buyer, without exception other than for the Permitted Encumbrances and containing an owner’s comprehensive endorsement and such other coverages and endorsements as shall be reasonably required by Buyer (the “Title Policy”).
- (b) Within ten (10) days after Buyer receives the Commitment, Buyer shall give Seller written notice (“Title Objection Notice”) setting forth the exceptions that are not acceptable to Buyer (“Unacceptable Exceptions”). All exceptions other than those objected to shall be deemed acceptable to Buyer and are referred to herein as the “Permitted Exceptions.”
 - (i) Buyer and Seller acknowledge and agree that (a) zoning ordinances; (b) government building restrictions; (c) taxes due and payable for the current tax year (subject to proration as provided herein); (d) reservations in federal patents and state deeds; (e) easements for the installation or maintenance of public utilities serving only the Property; and (f) a Memorandum of Post-Closing Lease Agreement (as defined herein) shall be deemed Permitted Exceptions.
 - (ii) If Buyer notifies Seller of its disapproval of any exceptions, Seller shall have ten (10) days after receiving Buyer’s Title Objection Notice to (a) terminate this Agreement, (b) notify Buyer that it will remove all non-monetary Unacceptable Exceptions at or before Closing, (c) provide Buyer with reasonable assurances of the manner in which any monetary Unacceptable Exceptions will be removed at or before Closing, or (d) decline to remove the Unacceptable Exceptions. If Seller fails to provide assurances that Seller will timely accomplish (b) and (c) above or declines to remove the Unacceptable Exceptions, Buyer will have the right to terminate this Agreement by delivering written notice to Seller, in which case the Deposit shall be returned, this Agreement shall be terminated, and the parties shall no longer have any obligations to each other except for those liabilities, rights and remedies which expressly survive the termination of this Agreement.
- (c) Buyer’s failure to timely object or terminate this Agreement under this Section 4 is a waiver of Buyer’s right to object.
- (d) In the event that Seller shall be unable to deliver at Closing title to the Property as required, Buyer shall have the right, as Buyer’s sole option: (1) to take such title as Seller

may be able to convey without reduction in the Purchase Price; or (2) to terminate this Agreement, in which event the Deposit shall be returned to Buyer, and this Agreement shall be and become null and void without any further right or remedy in favor of either party against the other except for liabilities, rights and remedies which survive Closing or termination as provided in this Agreement.

5. Apportionments, Adjustments, and Incidental Costs.

- (a) At Closing, all real estate taxes and assessments and all water and sewer charges and assessments shall be adjusted and apportioned pro rata between Seller and Buyer as of 12:00am Pacific Time on the day of Closing. Subject to the provision of the final sentence of this Section 5, such proration at Closing shall be final. All standby fees, taxes, and assessments by any taxing authority for the year 2023 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years and the current year due to change in land usage, ownership or valuation, or because of improvements not assessed or under assessed for a previous or the current tax year, any unpaid homeowner's association dues, fines, fees and penalties and water and sewer charges and assessments for past, the current and future years shall be the liability and sole responsibility of the Buyer. If real estate taxes for the year of Closing are not known or are under appeal, real estate taxes will be prorated as of Closing based on taxes for the year prior to Closing, and the parties agree, at the request of either party, to re-prorate the taxes within thirty (30) days after tax bills for the year 2023 are available and finalized.
- (b) Except as itemized herein, Buyer will pay all escrow, closing and recording of documents fees. Seller shall have no obligation to pay any Real Estate Excise Tax in connection with the recording of the Deed (as hereinafter defined) based on the provisions set forth in Recital D above. Seller will pay the recording fees associated with releases of any mortgage or tax lien of Seller to be released at Closing. Each party will be responsible for the payment of its own counsel fees and other costs and expenses in connection with the transaction.
- (c) The parties will share equally all other closing costs not specifically identified as a closing cost to be paid by either the Seller or the Buyer.
- (d) The provisions of this Section 5 survive Closing and termination of this Agreement.

6. Title Conveyance and Possession. Title to the Property shall be conveyed to Buyer at Closing by Seller's statutory warranty deed, duly executed, acknowledged and otherwise in proper form for recording, substantially in the form attached here to as Exhibit C (the "Deed"). Pursuant to the terms of the Post-Closing Lease Agreement (as defined in Section 9 below), exclusive possession of the Property shall be retained by Seller from the date of Closing.

7. Condition of Property.

- (a) During the period from the Effective Date until ninety (90) days after the Effective Date unless otherwise extended as provided herein (the "Inspection Period") Buyer shall have

the right, at Buyer's sole cost and expense, to enter upon the Property for the purposes of inspecting the Property and the physical condition thereof and for making such investigations as shall be reasonably necessary for Buyer to determine the suitability of the Property for Buyer's intended use thereof. Such inspections may include but are not limited to environmental and archeological studies, surveys, and soil borings. Buyer agrees to give Seller at least two (2) business days' advance notice of its intent to enter the Property to conduct any inspection activities and to coordinate such entry with Seller. Any damage done to the Property by Buyer or any of Buyer's employees, agents, consultants or contractors shall promptly be repaired and the Property shall be restored to at least as good a condition as existed prior to Buyer's inspections. Any inspection activity shall be conducted in a manner so as not to unreasonably interfere with Seller's ongoing business operations at the Property, block access to the Property during Seller's regular business hours, or to damage the Property permanently or materially. Buyer shall indemnify and hold Seller, and Seller's partners, employees, agents, invitees and licensees harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees and costs) incurred or sustained by Seller or any of Seller's partners, employees, agents, invitees or licensees to the extent arising out of or due to any activities of Buyer (or its agents, employees, consultants or contractors) in, about or concerning the Property. Buyer may, by written notice to Seller not later than 5:00 p.m. on the expiration date of the Inspection Period, terminate this Agreement whereupon the Deposit shall be returned to Buyer and neither party shall have any further right or remedy against the other except for liabilities, rights and remedies that survive termination of this Agreement. Except as provided herein, in the event that Buyer fails to deliver such termination notice prior to the expiration of the Inspection Period, this Agreement shall continue in full force and effect in accordance with its terms.

- (b) Buyer shall have the option to extend the Inspection Period an additional thirty (30) days by providing Seller written notice at least (5) days prior to the expiration of the Inspection Period to conduct additional investigations.
- (c) Notwithstanding anything contained in this Agreement to the contrary, Seller does not make any representation, either prior to or at Closing, with respect to the condition or character of the Property or the use or uses to which the Property may be put. BUYER HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THAT BUYER WILL HAVE HAD UPON COMPLETION OF THE INSPECTION PERIOD THE OPPORTUNITY TO FULLY INSPECT THE PROPERTY AND THAT BUYER IS PURCHASING THE PROPERTY "AS IS", AND "WHERE IS", AND IN THEIR PRESENT CONDITION, SUBJECT TO ALL USE, WEAR AND TEAR BETWEEN THE EFFECTIVE DATE AND THE DATE OF CLOSING. In making and executing this Agreement, Buyer has not relied upon or been induced by any statements or representations of the Seller or of any information provided by the Seller to Buyer regarding the Property, if any, including but not limited to appraisals, plans, surveys, environmental studies, inspections and/or financial information in respect of the title to, or the physical or environmental condition of, the Property, or income, expense, operation or other matter or thing affecting or relating to the Property, or this transaction in general, which might be pertinent or considered in the making or the execution of this

Agreement. Buyer has, on the contrary, relied solely on such representations, if any, as are expressly made herein and on such investigations, examinations and inspections as Buyer has chosen to make or have made.

- 8. Fire or Other Casualty.** Except as herein provided, damage to the Property by fire or other casualty between the Effective Date and the date of Closing shall not impair the obligations of either party under this Agreement. In the event that the Property is damaged by fire or other casualty, Seller shall determine whether or not to repair the damage to the Property. If Seller elects to repair the Property, then the net proceeds of any insurance collected prior to Closing that have not been used by Seller to pay for repairs or securing the Property or paid to a third party assisting Seller in regard to the casualty, will be credited to Buyer at Closing or paid to Buyer within thirty (30) days of Seller's receipt after Closing. At Closing, Seller shall assign to Buyer all of Seller's right, title and interest to any claims and uncollected proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Property in question. The amount of any unpaid claims will not, however, be credited on account of the Purchase Price.
- 9. Post-Closing Leaseback:** As a material element of the transaction contemplated herein, Buyer and Seller shall execute and deliver at Closing a commercial triple net lease agreement (the "Post-Closing Lease Agreement") for the Property in substantially the same form as attached hereto as [Exhibit D](#), together with a Memorandum of Lease substantially in the form of [Exhibit E](#) attached thereto, which Memorandum of Lease shall be recorded at Closing. Buyer and Seller acknowledge and agree that the conveyance of the Property to Buyer and Seller's leasing of the Property from Buyer pursuant to the Post-Closing Lease Agreement shall occur simultaneously at the Closing. In no event shall Seller be obligated to convey the Property to Buyer if the Post-Closing Lease Agreement and Memorandum of Lease are not duly executed and delivered by Buyer at the Closing. The Commencement Date of the Post-Closing Lease Agreement shall be the date of Closing. Seller will have the right to continue to occupy the Property as a tenant for a minimum of two (2) years following the Closing Date pursuant to the Post-Closing Lease Agreement, with Buyer as landlord.

10. Deliveries.

- (a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:
 - (i) The Deed;
 - (ii) The Post-Closing Lease Agreement and Memorandum of Lease;
 - (iii) An affidavit from Seller stating its taxpayer identification number and that it is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code) and setting forth such other information as may be required by Section 1445(b)(2) of the Internal Revenue Code or any amendment or replacement thereof; and

- (iv) Such other documents and instruments as shall be reasonably required by the Title Company in order for Seller to consummate this transaction in accordance with the terms and conditions of this Agreement.
- (b) At Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:
 - (i) The portion of the Purchase Price required to be paid pursuant to Section 2(a)(ii);
 - (ii) The Post-Closing Lease Agreement and Memorandum of Lease; and
 - (iii) Such other documents and instruments as shall reasonably be required by the Title Company for Buyer to consummate Closing in accordance with the terms of this Agreement.

11. No Brokerage. Each party hereto represents and warrants to the other that it has not employed or retained any other broker or finder in connection with the transaction contemplated by this Agreement which would entitle such person to a fee or commission in connection with this transaction. Each party hereby agrees to indemnify and hold the other harmless from and against any loss, cost, claim, demand or expense (including attorneys' fees) which may be incurred or sustained by such other party by virtue of any claim for fee or commission made against it by any broker or other person claiming through the other party to this Agreement, which indemnification and hold harmless agreement shall survive Closing or any termination of this Agreement.

12. Assignment. This Agreement may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

13. Default by Seller. In the event Seller fails to consummate this Agreement for any reason other than Buyer's default or the permitted termination of this Agreement by Seller or Buyer as herein expressly provided, the parties hereto agree that irreparable harm would occur for the Buyer therefore, Buyer shall be entitled to an injunction to enforce specific performance of this Agreement by Seller and any other remedy to which the Buyer may be entitled at law or in equity.

14. Default by Buyer. If Buyer fails to consummate this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Buyer as herein expressly provided, or if Buyer otherwise defaults under this Agreement, Seller will be entitled, as its sole remedy, to terminate this Agreement and receive the Deposit as liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof. The right to retain the Deposit as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (a) for specific performance of this Agreement, or (b) to recover actual damages in excess of the Deposit.

- 15. Time of the Essence.** The date and time of Closing and all dates and times specified for performance by Seller and Buyer under this Agreement are hereby agreed to be of the essence of this Agreement.
- 16. Survival of Terms.** Unless expressly provided for in this Agreement, no representations, warranties, terms or provisions contained in this Agreement shall survive the Closing and delivery of the Deed, or any termination of this Agreement.
- 17. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 18. Commercial Property.** Buyer represents to Seller that the Property are being acquired for commercial or investment purposes and not for residential, personal, family or household purposes.
- 19. Entire Agreement.** This Agreement (including the Exhibits attached hereto which are by this reference made a part hereof) contains the entire agreement between the parties and all understandings and agreements heretofore had between the parties hereto are merged into this Agreement.
- 20. Notices.** All notices to be given by either party to the other, unless otherwise directed, shall be in writing, shall be served upon either party in person, by delivery by recognized overnight courier or by depositing such notice in the United States mails, properly addressed and directed to the party to receive the same, certified mail, return-receipt-requested, as follows:

TO BUYER:

City of Vancouver

ATTN: Patrick Quinton, Director of Economic Development

PO Box 1995

Vancouver, WA 98668-1995

Email: Patrick.Quinton@cityofvancouver.us

WITH A COPY TO:

City of Vancouver

ATTN: Becky Rude, Assistant City Attorney

PO Box 1995

Vancouver, WA 98668-1995

Email: Becky.Rude@cityofvancouver.us

TO SELLER:

Mr. Robert M. Gregg, Jr.

800 N Devine Road

Vancouver, WA 98661

WITH A COPY TO:
Jean Shaw, Of Counsel
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660
Email: JShaw@schwabe.com

- 21. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to such State's provisions for conflicts of law and venue shall lie in Clark County, Washington.
- 22. Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 23. Modification.** This Agreement may not be modified orally, but only by a writing duly executed by each party hereto.
- 24. Attorney Fees.** In the event of any dispute between the parties arising out of this Agreement, the prevailing party in such dispute shall be entitled to recover from and be paid by the other party all costs and expenses incurred in connection with such dispute, including reasonable counsel fees and court costs and expenses.
- 25. Acceptance.** Any acceptance, signature, execution or validation of this Agreement or any written communication or written notice required hereunder, shall be manually signed and delivered by hard copy or by facsimile (whether telephonic or computer-generated facsimiles such as, but not limited to jpg, PDF or tagged image files). This Section cannot be waived except by manually signed, written consent of both parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SELLER:

Robert M. Gregg, Jr., an individual as his separate estate

Signed: _____

Name: Robert M. Gregg, Jr.

BUYER:

City of Vancouver, a Washington municipal corporation

By: _____

By: Eric J. Holmes, City Manager (or Designee)

ATTEST:

By: _____

By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: _____

By: Jonathan Young, City Attorney (or Designee)

Exhibit A. Legal Description.

BEGINNING at the quarter corner on the West line of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington; thence South 374.78 feet and East 1713.90 feet to the True Point of Beginning, said point being North 313.12 feet and West 22.52 feet from the Southeast corner of Parcel 6 of the Declaration of Taking, filed in the District Court of the United States for the Western District of Washington, Southern Division, in Docket No. 395; thence South 0°04'02" East 90 feet; thence South 89°55'58" West 99.1 feet; thence North 0°04'02" West 90 feet; thence North 89°55'58" East 99.1 feet to the True Point of Beginning.

Exhibit B. Form of Earnest Money Promissory Note.

EARNEST MONEY NOTE

\$50,000.00

Vancouver, Washington
_____, 2023

Subject to the terms and conditions of that Real Estate Purchase Agreement dated [EFFECTIVE DATE] (the “**Purchase Agreement**”) between and Robert M. Gregg, Jr., an individual as his separate estate (“**Seller**”), and the undersigned (“**Buyer**”) for the real property located at 800 N. Devine Road, Vancouver, WA 98661, the Buyer promises to pay to the order of Seller, to be deposited in escrow at Fidelity National Title as escrow officer (“**Escrow Officer**”) the sum of FIFTY THOUSAND AND NO ONE HUNDREDTHS DOLLARS (\$50,000.00), without interest, as an earnest money deposit under the Purchase Agreement. Unless the Purchase Agreement is earlier terminated, then upon the expiration or waiver of the Inspection Period (as defined in the Purchase Agreement), Buyer shall convert this Earnest Money Note to cash, which cash shall be payable at Escrow Officer’s office located at 655 West Columbia Way, Suite 200, Vancouver, Washington 98660 and shall be held as an earnest money deposit in escrow with Escrow Officer in accordance with the terms and conditions of the Purchase Agreement.

This Earnest Money Note is delivered pursuant to Section 2 of the Purchase Agreement.

In the event of any litigation between Seller and the undersigned Buyer arising from or based on this Earnest Money Note, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs incurred in such action from the party not prevailing.

CITY OF VANCOUVER,
a Washington municipal corporation

By: [EXHIBIT FORM ONLY – DO NOT SIGN]

Name: _____

Title: _____

Exhibit C. Form of Deed.

After recordation return to:

City of Vancouver
PO Box 1995
Vancouver, WA 98668
ATTN: Patrick Quinton, Economic Development Director

STATUTORY WARRANTY DEED

Grantor: Robert M. Gregg, Jr., an individual as his separate estate

Grantee: City of Vancouver, a Washington municipal corporation

Property: 800 N Devine Road, Vancouver, Washington 98661
(Full legal description on Exhibit A, attached hereto)

Abbreviated Legal: #147 JOHN NYE DLC .20A

Assessor's Tax Parcel Number: 37910131

The Grantor, Robert M. Gregg, Jr., an individual as his separate estate, for and in consideration of Ten and No One Hundredths Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to the Grantee, the City of Vancouver, a Washington municipal corporation, the real property described on the attached Exhibit A, subject to the permitted exceptions described on attached Exhibit B, together with all improvements located thereon, all rights, benefits, privileges, easements, tenements, hereditaments and appurtenances there unto belonging or in any way pertaining thereto.

Dated this ____ day of _____, 20____.

GRANTOR:

Robert M. Gregg, Jr., an individual as his separate estate

Signed: [DO NOT SIGN – EXHIBIT ONLY] _____

Name: Robert M. Gregg, Jr.

NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON }
 }ss.
COUNTY OF CLARK }

On _____, 2023, before me personally appeared ROBERT M. GREGG, JR. as GRANTOR, and acknowledged said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he was the individual authorized signatory of said instrument as Grantor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: _____

Name (Print): _____

NOTARY PUBLIC in and for the State
of _____, residing at _____
My appointment expires: _____

STATUTORY WARRANTY DEED

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING at the quarter corner on the West line of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington; thence South 374.78 feet and East 1713.90 feet to the True Point of Beginning, said point being North 313.12 feet and West 22.52 feet from the Southeast corner of Parcel 6 of the Declaration of Taking, filed in the District Court of the United States for the Western District of Washington, Southern Division, in Docket No. 395; thence South 0°04'02" East 90 feet; thence South 89°55'58" West 99.1 feet; thence North 0°04'02" West 90 feet; thence North 89°55'58" East 99.1 feet to the True Point of Beginning.

STATUTORY WARRANTY DEED
EXHIBIT B
PERMITTED ENCUMBRANCES

[TO BE INSERTED]

Exhibit D. Form of Post-Closing Lease Agreement.

(See attached Commercial Lease Agreement)

Exhibit E. Form of Memorandum of Lease

After recording return to:

**Law Offices of Robert M. Gregg
800 N. Devine Road
Vancouver, WA 98661**

MEMORANDUM OF LEASE

This Memorandum of Lease, dated as of _____, 2023 is by and between the City of Vancouver, a Washington municipal corporation (“Landlord”) and Robert M. Gregg, Jr., an individual (“Tenant”) pursuant to the terms and conditions of that certain Commercial Lease Agreement (“Lease”) by which Landlord has leased to Tenant and Tenant has accepted and leased from Landlord the Property (as hereinafter defined) on the following terms:

Date of Lease: _____, 2023.

Description of Property: See Exhibit A attached hereto.

Commencement Date: The Initial Term (as defined herein) of the Lease shall begin on the Closing Date, as defined in that certain Purchase and Sale Agreement by and between Landlord as Buyer and Tenant as Seller regarding the Property.

Initial Term: Twenty-four (24) full consecutive months.

The purpose of this Memorandum of Lease is to give record notice of the Lease and the rights created thereby, all of which are hereby confirmed.

This area intentionally left blank

(Signatures on following pages)

Robert M. Gregg, Jr., an individual

Name: Robert M. Gregg, Jr.

State of Washington }
 } ss
County of Clark }

My appointment expires: _____

LANDLORD

City of Vancouver, a Washington municipal corporation

By: _____
Name: Eric J. Holmes
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Jonathan Young
Title: City Attorney

NOTARY ACKNOWLEDGEMENT

State of Washington }
 } ss
County of Clark }

I certify that I know or have satisfactory evidence that Eric J. Holmes is the person who appeared before me, and said person acknowledged that (he/she/they signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as the City Manager of the City of Vancouver, as Landlord, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

Title _____

My appointment expires: _____

EXHIBIT A TO MEMORANDUM OF LEASE

Property Description

BEGINNING at the quarter corner on the West line of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington; thence South 374.78 feet and East 1713.90 feet to the True Point of Beginning, said point being North 313.12 feet and West 22.52 feet from the Southeast corner of Parcel 6 of the Declaration of Taking, filed in the District Court of the United States for the Western District of Washington, Southern Division, in Docket No. 395; thence South 0°04'02" East 90 feet; thence South 89°55'58" West 99.1 feet; thence North 0°04'02" West 90 feet; thence North 89°55'58" East 99.1 feet to the True Point of Beginning.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (the "Lease"), dated _____, is made and entered into by and between the City of Vancouver ("Landlord"), a Washington municipal corporation, with a mailing address of PO Box 1995, Vancouver, WA 98668-1995 and Robert M. Gregg, Jr ("Tenant"), an individual, with a mailing address of 800 N. Devine Road, Vancouver, WA 98661. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the following terms and conditions:

ARTICLE I. TERM AND USE.

- 1.1. Tenant shall have the right to occupy and use the entire parcel of property located at 800 N. Devine Road, Vancouver, WA 98661 (as legally described on Exhibit A attached hereto and made a part hereof) (the "Premises") for a term of twenty-four (24) months (the "Initial Lease Term"), commencing on the Closing Date, as defined in that certain Purchase and Sale Agreement (the "Purchase Agreement") by and between Landlord as buyer and Tenant as seller regarding the Premises (the "Commencement Date") and expiring on the date that is two (2) years after the Commencement Date (the "Expiration Date").
- 1.2. The Premises shall be used for: Professional services office use and for no other purpose (the "Permitted Use").
- 1.3. Landlord and Tenant agree that Tenant shall have four (4) consecutive options to request extensions to the Lease for periods of six (6) months each (each an "Extension") commencing at midnight on the date on which the Initial Lease Term or any preceding Extension expires, which extension shall be subject to Landlord's consent, granted at Landlord's sole and absolute discretion provided (i) Tenant is not in material default beyond applicable notice and cure periods on the date on which the Initial Lease Term or any preceding Extension expires and (ii) Tenant submits to Landlord a written request to extend the Initial Lease Term at least ninety (90) days before the date on which the Initial Lease Term or any preceding Extension expires. Subject to Landlord's approval of each Extension, the Fixed Rent for during each Lease Extension shall be Two Thousand and no/100 Dollars (\$2,000.00) per month and Tenant shall also pay such Additional Rent (as defined below) as is required by this Lease. Except as otherwise provided herein, Landlord shall provide Tenant at least one hundred twenty (120) days advance written notice before terminating this Lease.

ARTICLE II. RENT.

- 2.1. Tenant shall pay Landlord rent in the amount of Forty-Eight Thousand and No One Hundredths Dollars (\$48,000.00) for the entire Initial Lease Term ("Fixed Rent"). The Fixed Rent, which is the equivalent of Two Thousand and No One Hundredths Dollars (\$2,000.00) per month, shall be deemed fully due and payable on the Commencement Date and earned upon receipt. No sums shall be deducted by Tenant from Fixed Rent for any reason unless Landlord consents thereto in writing.
- 2.2. Concurrently with the execution of this Lease, Tenant shall pay to Landlord Fixed Rent due for the Initial Lease Term. The Fixed Rent will be paid in full contemporaneously with

the Commencement Date as a credit toward Landlord's payment of the Purchase Price due under the Purchase Agreement at Closing, as defined therein.

- 2.3. In addition to the obligation of Tenant to pay Fixed Rent, Tenant shall pay to Landlord on the first day of the month following notice from Landlord, such additional amounts ("Additional Rent") as Tenant may owe Landlord pursuant to the terms and conditions of this Lease, including, without limitation, amounts allocated to Tenant for Services and the Leasehold Excise Tax (as hereinafter defined) pursuant to Article V hereof. Notwithstanding the foregoing, Tenant's monthly remittance of the Leasehold Excise Tax (as hereinafter defined) shall occur without additional notice from Landlord.

ARTICLE III. DELIVERY AND ACCEPTANCE OF PREMISES.

Landlord shall have no obligation to make or pay for improvements or renovations to the Premises to prepare the Premises for Tenant's occupancy. Tenant acknowledges that Landlord has not made any representation or warranty regarding the condition of the Premises or the building ("Building") or any other improvements on the Premises or regarding suitability or fitness of the same for the conduct of Tenant's Permitted Use or for any other purpose. Tenant's continuing in possession of the Premises shall be conclusive evidence that the Premises was in good order and satisfactory condition as of the Commencement Date. Tenant agrees to accept the Premises in its "as is" condition without any agreements, representations, understandings, or obligations of Landlord to perform alterations, repairs, or improvements (or to provide any allowance for the same) except as may be provided in the Lease.

ARTICLE IV. INTENTIONALLY DELETED.

ARTICLE V. UTILITIES, SERVICES AND TAXES.

- 5.1. As long as Tenant is not in material default of any of the terms and conditions of this Lease beyond applicable notice and cure periods, Landlord agrees to furnish to the water for drinking, restroom purposes, and irrigation for landscaping at Premises (the "Services") at no additional cost to Tenant, subject to the conditions and standards set forth herein.
- 5.2. Tenant acknowledges that Tenant's electrical usage is not included in the Services furnished by Landlord and all charges for electricity consumption in the Building incurred during the Initial Lease Term or any Extension shall be promptly paid by Tenant.
- 5.3. All other utilities and Building services, included but not limited to, internet services; custodial services; landscaping services; waste management services; security services, pest control services; heating, ventilation, air, and cooling (HVAC) equipment, services, and maintenance, not expressly identified in the Services shall be the sole cost and responsibility of the Tenant to furnish to the Building.
- 5.4. The Premises are subject to the Washington State Department of Revenue leasehold excise tax of 12.84% (the "Leasehold Excise Tax") on the Fixed Rent for the duration of the Lease, accruing at an amount equal to \$256.80 per month for the Initial Term.

ARTICLE VI. ALTERATIONS.

- 6.1.** Tenant shall not make any alterations, additions, or improvements in or to the Premises (“Alterations”) without the prior written consent of Landlord which Landlord shall not unreasonably withhold, condition or delay. Notwithstanding the foregoing, however, Tenant, at Tenant’s expense, may make cosmetic or decorative Alterations which are nonstructural, and which do not affect utility services or plumbing and electrical lines, in or to the interior of Premises by using contractors or subcontractors reasonably approved by Landlord. Tenant shall, before making Alterations, at its expense, obtain all permits, approvals, and certificates required by any governmental or quasi-governmental bodies and, upon receipt shall deliver copies to Landlord. Tenant agrees to carry and will cause Tenant’s contractors and subcontractors to carry such worker’s compensation, general liability, personal, and property damage insurance as Landlord shall reasonably require. Evidence of such insurance shall be delivered by Tenant to Landlord prior to commencement of Alterations.
- 6.2.** Should Tenant commence Alterations on the Premises, Tenant will not permit any mechanic’s liens to be placed on the Premises or on improvements on the Premises. If a mechanic’s lien is filed on the Premises or on improvements on the Premises, or the Building, for work claimed to have been done for, or materials furnished to Tenant, Tenant shall pay or cause to be paid or file a bond in the amount state in the mechanic’s lien within thirty (30) of filing at Tenant’s sole cost and expense.
- 6.3.** All Alterations which required Landlord’s prior approval, installed in the Premises at any time during the Initial Lease Term as it may be extended (hereinafter, the “Term”), shall, upon installation, become Landlord’s property and shall be surrendered with the Premises, unless Landlord, by notice to Tenant prior to the Termination Date, elects to relinquish Landlord’s right thereto and to have them removed by Tenant, in which event same shall be removed from by Tenant prior to the expiration of the Lease, at Tenant’s expense. Landlord agrees that if, at the time Tenant seeks approval for any Alterations, Tenant requests that Landlord determine whether such Alterations must be removed upon the expiration or earlier termination of the Lease, Landlord shall so advise Tenant at the time of consent.
- 6.4.** Nothing in this article shall be construed to give Landlord title to, or to prevent Tenant’s removal of Tenant’s exterior business sign box and panels within the sign box located along North Devine Road, trade fixtures, moveable office furniture and decor, and equipment at the expiration of the Term, provided that Tenant complies with all applicable governmental laws, ordinances, and regulations and the fixtures can be removed without structural damage to the Premises. Upon removal of any such items from the Premises or upon removal of other installations as may be required by Landlord, Tenant shall immediately and at its expense, repair, and restore the Premises to the condition existing prior to installation and repair any damage to the Premises or the Building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the Premises after Tenant’s removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord’s property or may be removed from the Premises by Landlord.

ARTICLE VII. MAINTENANCE AND REPAIRS.

- 7.1 During the Term, Tenant shall, at its sole cost and expense, maintain the interior of the Building and the landscaping at the Premises in good order and repair. Tenant shall be responsible for all damage to the Premises and the Building which may arise from any work done by or for Tenant. Tenant shall also be responsible for, and shall promptly reimburse Landlord for, any damage to the Building caused by Tenant's activities in the Building or the Premises, performance of Alterations, moving or removal of furniture, fixtures, and/or equipment or due to any act or omission by Tenant. Such maintenance and repairs shall be performed with due diligence, lien-free and in a first-class workmanlike manner by such contractors and subcontractors reasonably approved by Landlord. In the event that Tenant fails or refuses to make said repairs, Landlord may make such repairs at Tenant's expense, and Tenant shall pay Landlord, as Additional Rent the costs thereof.

ARTICLE VIII. LANDLORD AND TENANT INSURANCE.

- 8.1 Tenant, at Tenant's sole cost and expense, shall maintain in full force and effect policies of insurance covering Tenant's personal property, trade fixtures and equipment located on the Property for the replacement cost thereof, insuring against physical loss or damage generally included in the classification of "special perils" coverage. Tenant shall also maintain in full force and effect commercial general liability insurance covering liability arising out of its use and occupancy of the Premises with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Tenant shall name Landlord as an additional insured party under its commercial general liability policy.
- 8.2 Tenant shall look exclusively to the proceeds of insurance Tenant carries for its benefit in the event of any damage or destruction to the Premises or its property located on the Premises. Notwithstanding anything to the contrary contained herein, Tenant hereby waives any and all rights of recovery, claim, action or cause of action, against the other, or its respective members, directors, officers, agents, invitees and employees, for any loss or damage that may occur to the Premises or the equipment, fixtures and improvements comprising any part of the Premises, by reason of fire, the elements, or any other cause which could be insured against under the terms of an "special perils" insurance policy in the state of Washington, regardless of cause or origin, including negligence of the parties hereto, their agents, members, officers, invitees and employees, unless caused by the gross negligence or willful misconduct of the other party. No insurer of a party hereunder shall ever hold or be entitled to any claim, demand or cause of action against the other party by virtue of a claim of loss paid under any such insurance policies, whether such insurer's claim be in the nature of subrogation or otherwise. The waivers provided pursuant to this Section shall not operate to the extent that they would void coverage under the provisions of any policy of insurance.

ARTICLE IX. DAMAGE AND DESTRUCTION.

- 9.1. If the Premises is damaged or destroyed by fire, hurricane, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a description of the damage and, as far as known to Tenant, the cause of the damage. In the event that the Premises suffer total destruction by such casualty, Tenant

may elect to terminate this Lease in conjunction with Tenant's written notice of destruction and Tenant shall be entitled to a prorated refund of the Fixed Rent from the date of such notice.

- 9.2.** If the Premises are partially damaged or totally destroyed by fire, hurricane, tornado, or other casualty not the fault of Tenant, its agents, servants, employees, invitees, and/or licensees, Tenant shall have the right, at Tenant's sole discretion, to terminate the Lease. If Tenant does not elect to terminate the Lease and Landlord elects to repair the Premises, Fixed Rent and Additional Rent will be abated for the time period from the date of the damage and destruction to the date that Landlord notifies Tenant that the Premises can be occupied.
- 9.3.** If the Lease is not terminated in accordance with this Article IX, Landlord shall make the repairs within a reasonable time after the damage or destruction occurs.

ARTICLE X. INDEMNIFICATION.

- 10.1** Landlord shall not be liable for, and is hereby released from responsibility for (i) any loss, damage, or injury either to person or property of Tenant, its agents, servants, employees, invitees, and/or licensees or resulting from the loss of use thereof except to the extent such loss, damage or injury is due to the gross negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors, (ii) any damage caused by other tenants or persons in the Building, and (iii) even if negligent, consequential, or special damages (in all cases, except to the extent that such damage is caused by the gross negligence or willful misconduct of Landlord). Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, costs, and expenses, including Landlord's attorneys' fees arising from any default by Tenant under this Lease beyond applicable notice and cure periods or the acts, omissions, or negligence of Tenant or of any person claiming by, through or under Tenant, its agents, servants, or employees. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, will, at Tenant's sole cost expense, defend such action or proceeding by counsel reasonably approved by Landlord.
- 10.2** Landlord hereby indemnifies and holds Tenant, Tenant's officers, members, directors, agents, employees, successors and assigns harmless from and against any and all claims, demands, liabilities and expenses, arising from the negligence or willful acts of Landlord or its agents, employees, or contractors occurring on the Property including any claims, liabilities and expenses arising out of or relating to any Landlord repair and maintenance obligations at the Property. In the event any action or proceeding shall be brought against Tenant by reason of any such claims, demands, liabilities or expenses, Landlord shall defend the same at Landlord's expense by counsel reasonably selected by Tenant whether or not litigation is commenced.

ARTICLE XI. ELECTRICITY.

Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the Building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Landlord's opinion, reasonably exercised, will overload such

installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no way make Landlord liable or responsible to Tenant, for any loss, damages, or expenses that Tenant may sustain.

ARTICLE XII. USE OF PREMISES.

Tenant shall use the Premises only for the Permitted Use as set forth in Article I above and shall not use or permit the Premises to be used for any other purpose. Tenant has had the opportunity to inspect the Building and accepts the Premises subject to any and all violations, whether the same are of record or not. Landlord makes no representations as to the condition of the Premises except as specifically set forth herein.

ARTICLE XIII. RIGHTS RESERVED BY LANDLORD.

Landlord shall have the right to impose reasonable rules and regulations regarding access to the Premises by Tenant's invitees.

ARTICLE XIV. INTENTIONALLY OMITTED.

ARTICLE XV. REQUIREMENTS OF LAW, INSURANCE, FLOOR LOADS.

- 15.1.** Tenant, at Tenant's sole cost and expense, shall comply with all laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards having jurisdiction over the Premises. Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner of use of the Premises or operations therein, violated any such laws, ordinances, orders, rules, regulations, or requirements. Tenant may contest and appeal any such laws, ordinances, orders, rules, regulations, or requirements provided same is done with promptness and does not subject Landlord to prosecution for a criminal offense or constitute a default under any lease or mortgage under which Landlord may be obligated, or cause the Premises to be condemned or vacated. Tenant shall not use the Premises in a way contrary to law, or which will invalidate or be in conflict with Landlord's insurance policies. Tenant shall not keep anything in the Premises or use the Premises in a manner that would increase insurance rates for the Building. Tenant shall pay as Additional Rent, all costs, expenses, fines, penalties, or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this Article.
- 15.2.** Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area that it was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and positions of all safes, business machines, and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's sole cost and expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise, and annoyance.

ARTICLE XVI. ASSIGNMENT OR SUBLETTING.

Tenant shall not mortgage, pledge, encumber, assign, or sublet the Premises or in any manner transfer this Lease without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion. This prohibition against transfer without Landlord's prior written consent includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer, or other change of Tenant's structure. Consent by Landlord in connection with the above shall not constitute a future waiver of the requirement for Landlord's consent. Any assignment, subletting, or other transfer, even with Landlord's consent, shall not relieve Tenant from primary liability for the payment of Rent or the primary obligation to be bound by the terms, conditions, and covenants of this Lease. Except in the case of a Permitted Sublease (as defined below), should Tenant assign, sublet, or otherwise dispose of the Premises, whether with or without Landlord's consent, all sums payable in connection therewith shall be payable solely to Landlord. Notwithstanding the foregoing, Tenant shall be permitted to sublease office space located on the second floor of the Premises provided that any such sublease must be subject to this Lease and terminate on or before the Expiration Date ("Permitted Sublease"). Additionally, termination of this Lease will concurrently terminate any Permitted Sublease.

ARTICLE XVII. INTENTIONALLY OMITTED.

ARTICLE XVIII. TENANT DEFAULTS.

- 18.1.** In the event that (i) Tenant fails to pay Fixed Rent or Additional Rent when due and such failure continues for a period of five (5) days after written notice is given that such payment was not made when due or (ii) Tenant fails to comply with the provisions of 18.02 below and does not cure the failure within the cure period set forth therein, then, Landlord shall have the right to enter on and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass. Tenant expressly acknowledges and agrees that should Landlord exercise the remedy set forth herein, Landlord shall not be responsible for any damage to Tenant's property sustained in connection therewith except to the extent due to the willful misconduct of Landlord or Landlord's agents, employees or contractors.
- 18.2.** In the event that (i) Tenant fails to comply with any term, provision, or covenant of this Lease (other than the covenant to pay Fixed Rent and Additional Rent), (ii) the Lease is rejected in bankruptcy, or (iii) Tenant deserts the Premises for a period of thirty (30) or more days during the Lease Term, then Landlord shall provide twenty (20) days written notice to Tenant of Tenant's default and should Tenant fail to cure within such time period, Landlord shall have the right to terminate this Lease by written notice to Tenant; provided, however, that such failure shall not be a default if such failure could not reasonably be cured within such twenty (20) day period, Tenant has commenced the cure within such twenty (20) day period and thereafter is diligently pursuing such cure to completion. Upon receipt of such notice of termination, Tenant shall have thirty (30) days to vacate the Premises and surrender the Premises to Landlord. In the event of such a termination of the Lease by Landlord, Tenant's liability under the Lease shall continue.

ARTICLE XIX. BANKRUPTCY.

- 19.1.** Landlord may terminate this Lease upon ten (10) days written notice to Tenant if any voluntary or involuntary petition or similar pleading is filed by or against Tenant in a bankruptcy court in any state and such action is not dismissed within sixty (60) days after filing, or if Tenant makes an assignment for the benefit of creditors. In such event, Tenant shall surrender possession and vacate the Premises immediately.
- 19.2.** Upon termination of the Lease in accordance with 19.1 above, notwithstanding anything to the contrary herein, Landlord shall be entitled to recover from Tenant an amount equal to the difference between the Rent for the unexpired portion of the Lease Term and the fair and reasonable future rental value of the Premises for the same period. In computing such damages, the same shall be discounted to the date of termination at the rate of rate of four percent (4%) per annum. If the Premises is relet by Landlord for the unexpired term of the Lease, the amount of Fixed Rent paid upon re-letting shall be deemed to be the fair and reasonable rental value for the Premises during the term of the reletting.

ARTICLE XX. REMEDIES FOR DEFAULT.

Upon occurrence of any default by Tenant, reentry to the Premises by Landlord, termination of this Lease and/or eviction of Tenant by summary proceedings or otherwise, (i) unpaid Fixed Rent and Additional Rent up to the date of Landlord's reentry and/or eviction or termination shall be due and payable by Tenant, (ii) Landlord may relet the Premises for all or any part of the remainder of the Lease Term at such monthly Fixed Rent as Landlord with reasonable diligence is able to secure, and/or (iii) Tenant shall be responsible for damages as a result of such default, termination, and/or eviction in an amount equal to any deficiency between the Fixed Rent and Additional Rent to be charged up to and including the Expiration Date and the net amount of Fixed Rent and Additional Rent collected on account of the Lease for each month of the period which would otherwise have constituted the balance of the Lease Term. In addition, Tenant shall be responsible for attorney's fees and litigation costs and expenses incurred by Landlord and the costs and expenses for Landlord's reletting of the Premises (including, without limitation, reasonable costs and expenses of retaking or repossessing the Premises, removing persons and property therefrom, securing new tenants including reasonable expenses for redecoration, alterations, and other costs in connection with preparing the Premises for the new tenant, and if Landlord shall maintain and operate the Premises, the costs thereof). Landlord shall not be liable for its failure to collect rent under such reletting.

ARTICLE XXI. FEES AND EXPENSES.

If Tenant defaults under any of the terms and conditions of this Lease requiring Tenant's performance, Landlord may, after ten (10) days prior written notice to Tenant, perform Tenant's obligations. If Landlord, in connection with the foregoing, incurs any cost or expense as a result thereof, including but not limited to attorney's fees in instituting, prosecuting, or defending any action or proceeding, Tenant shall reimburse Landlord for such sums incurred, with interest at the annual rate of twelve percent (12%) per annum. The foregoing cost, expense or payment by Landlord shall be Additional Rent and shall be paid by Tenant within ten (10) days from the date Landlord notifies Tenant of the amount due.

ARTICLE XXII. ACCESS AND INSPECTION BY LANDLORD.

- 22.1.** Landlord and its agents, employees, and representatives shall have the right to enter the Premises for emergency purposes at any time and at reasonable hours after at least two (2) business days prior notice for purposes of complying with Landlord's obligations under this Lease, including but not limited to those obligations arising under Section 5.1. In connection therewith, Landlord may bring necessary materials and equipment into the Premises without the same constituting an eviction, nor shall Tenant be entitled to any abatement of Rent or Additional Rent while such work is in progress provided Landlord and Landlord's agents, employees and contractors make all reasonable efforts not to interfere with Tenant's ongoing business operations at the Premises. During the Lease Term Landlord shall have the right to enter the Premises at reasonable hours after at least two (2) business days prior notice for the purpose of showing the same to prospective purchasers or mortgagees of the Building, and during the last six months of the term for the purpose of showing the same to prospective tenants. Landlord shall not enter the Premises for any of the above purposes outside of Tenant's regular business hours (except in the case of emergency) due to the confidential nature of matters in Tenant's business. Should Tenant vacate the Premises within thirty (30) days of the Expiration Date, Landlord may enter the Premises and make alterations, repairs, additions, or changes without affecting Tenant's obligations under this Lease including, but not limited to, Tenant's obligation to pay Fixed Rent and Additional Rent or creating liability for Landlord to Tenant.
- 22.2.** If an excavation shall be made upon lands adjacent to the Building, Tenant shall allow the person causing such excavation to enter the Premises to perform such work as said person shall deem necessary or desirable to preserve and protect the Building from damage to support the same by proper foundations. Landlord shall ensure, or cause to be ensured, that Tenant's ongoing business operations at the Premises will not be materially adversely affected by such work, without giving rise to any claim for damages or liability against Landlord and without reducing or otherwise affecting Tenant's obligations under the Lease. Notwithstanding the foregoing, if the Premises are damaged because of such excavation, Tenant may elect to terminate this Lease by written notice to Landlord and shall be entitled to a prorated refund of the Fixed Rent from the date of such notice.

ARTICLE XXIII. NO WAIVERS.

No waiver by either party of any default or violation or breach of any of the terms, provision, or covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law on a default shall not be deemed or construed to constitute a waiver of such default. Landlord's acceptance of Fixed Rent and/or Additional Rent following a default under this Lease shall not be construed as Landlord's waiver of the default.

ARTICLE XXIV. HOLDOVER TENANCY.

Should Tenant withhold possession of the Premises after expiration or earlier termination of this Lease, the damages for which Tenant shall be liable to Landlord shall be liquidated at a sum equal

to 150% of the Fixed Rent stipulated herein for a period equal to the period of such detention, together with any Additional Rent due for such detention period. Should Tenant occupy the Premises after the termination of this Lease for any cause whatsoever, Tenant shall be considered a tenant at will and by sufferance of Landlord and no such occupancy shall operate as a renewal of the Lease or any part thereof.

ARTICLE XXV. LANDLORD'S INABILITY TO PERFORM.

Tenant's obligation to pay Fixed Rent and Additional Rent and perform of the other covenants and agreements under this Lease shall not be affected, impaired, or excused because Landlord is unable to fulfill any of its obligations under this Lease, or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied or is unable to make, or is delayed in making, any repair, additions, alterations, or decorations or is unable to supply, or is delayed in supplying, any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order, or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

ARTICLE XXVI. ENTIRE AGREEMENT.

This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant and alone expresses the agreement of the parties. Landlord has not made, and Tenant is not relying upon, any warranties or representations, promises or statements made by Landlord or any agent of Landlord, except as expressly set forth herein.

ARTICLE XXVII. AMENDMENTS.

This Lease may not be amended, changed, or modified unless in writing executed by Landlord and Tenant.

ARTICLE XXVIII. QUIET ENJOYMENT.

Provided Tenant performs all of its obligations hereunder, Tenant shall have and peaceably enjoy the Premises during the Lease free of claims by or through Landlord, subject to all of the terms and conditions contained in this Lease.

ARTICLE XXIX. WAIVER OF JURY TRIAL.

Tenant and Landlord hereby waive their rights to a jury trial in any action proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. If Landlord commences any proceedings for nonpayment of Fixed Rent or Additional Rent or possession of the Premises, Tenant will not interpose any counterclaim in any such proceeding. This shall not be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

ARTICLE XXX. NOTICES.

All notices under this Lease shall be given by (i) certified mail with return receipt requested and postage prepaid, (ii) by a nationally recognized overnight courier, or (iii) by hand delivery, in each case, addressed to the proper party, at the following addresses. Delivery of any notice or other communication hereunder shall be deemed made on the date of actual delivery thereof to the address of the addressee if personally delivered, on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery on any business day, if sent by mail or courier service.

Landlord:

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Linda Carlson, Property Management

With a copy to:

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Becky Rude, Assistant City Attorney

Tenant:

Robert M. Gregg, Jr.
800 N. Devine Road
Vancouver, WA 98661

With a copy to

Schwabe Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660
ATTN: D. Jean Shaw

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Article XXX

ARTICLE XXXI. RULES AND REGULATIONS.

Tenant, its agents, servants, employees, invitees, and/or licensees shall comply fully with any rules and regulations of the Building that Landlord may adopt from time to time. Landlord is not under any duty or obligation to Tenant to enforce such rules and regulations against Tenant or any other tenant or to enforce any term, condition, or provision of any other lease. Landlord shall not be liable to Tenant for violation of any rules and regulations by another tenant or its employees, agents, invitees, or licensees.

ARTICLE XXXII. ESTOPPEL CERTIFICATES.

Tenant agrees, upon ten (10) days prior written notice from Landlord, to execute and deliver to Landlord or to any other entity that Landlord directs, an estoppel certificate stating, as of the date of the certificate, (i) that the Lease is in full force and effect, (ii) the amounts of Fixed Rent and Additional Rent paid by Tenant under the Lease, (iii) that neither Tenant nor Landlord is in default under the Lease (or if a default is alleged, stating the nature of the alleged default), (iv) that the Lease has not been amended, modified, or terminated (or if there have been any modifications, stating the modifications), (v) the date to which Fixed Rent and Additional Rent have been paid, (vi) that Tenant is in full occupancy of the Premises and has not entered into any sublease, assignment, or other agreement transferring Tenant's interests under the Lease or to the Premises (or if there has been such an assignment or transfer, stating the scope of the same), (vii) that there is no present offset of rent and Tenant has no knowledge of any circumstances that would give rise to any credit or set-off against the obligation for present or future rent under the Lease (or if a current or anticipated offset is claimed, stating the basis therefor), and (viii) such other matters related to the Lease or the Premises that Landlord may reasonably require.

ARTICLE XXXIII. SUBORDINATION.

This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which Premises are a part and to all renewals, modifications, consolidations, replacements, and extensions of any such underlying leases and mortgages without the necessity of any notice or written instruments. Upon demand, Tenant shall within ten (10) execute a document requested by Landlord to evidence such subordination so long as such subordination provides for a non-disturbance of Tenant's possession for so long as Tenant is not in material default of this Lease beyond applicable notice and cure periods.

ARTICLE XXXIV. SURRENDER.

Upon the Expiration Date or earlier termination of this Lease, Tenant shall quit and surrender the Premises broom clean and in good order and repair, ordinary wear and tear excepted, and free from Tenant's trade fixtures, furniture, and equipment. All damages caused by or on behalf of Tenant shall be repaired by Tenant at Tenant's sole cost and expense prior to surrender of the Premises. This Article survives the Expiration Date or earlier termination of the Lease. Should the Expiration Date be a Sunday or legal holiday, the Expiration Date will be the day immediately following.

ARTICLE XXXV. BINDING EFFECT.

Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors and assigns, provided this Article shall not permit any assignment by Tenant contrary to the provisions of this Lease.

ARTICLE XXXVI. CAPTIONS.

The captions of the Articles herein are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Articles.

ARTICLE XXXVII. APPLICABLE LAW.

Interpretation of this Lease shall be governed by the laws of the state of Washington, without regard to conflict of law principles, and venue shall lie in Clark County, Washington. Notwithstanding any other term or provision in this Lease to the contrary, Landlord and Tenant agree that in the event either of them shall employ an attorney to enforce the other party's covenants and obligations under this Lease, whether or not Landlord or Tenant commences any litigation against the other, the non-prevailing party shall be liable for all costs and expenses sustained by the prevailing party in the enforcement of such covenants and obligations including, but not limited to, reasonable attorneys' fees and expenses and costs of collection. In the event that any party to this Lease does institute litigation related to this Lease, including any bankruptcy proceeding, the prevailing party shall be entitled to recover its reasonable attorney fees at trial and on any appeal or petition for review.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date set forth above.

TENANT

Robert M. Gregg, Jr., an individual

Signed: _____

Name: Robert M. Gregg, Jr.

NOTARY ACKNOWLEDGEMENT

State of Washington }
 } ss
County of Clark }

I certify that I know or have satisfactory evidence that Robert M. Gregg, Jr. is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

Title _____

My appointment expires: _____

LANDLORD

City of Vancouver, a Washington municipal corporation

By: _____
Name: Eric J. Holmes
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Jonathan Young
Title: City Attorney

NOTARY ACKNOWLEDGEMENT

State of Washington }
 } ss
County of Clark }

I certify that I know or have satisfactory evidence that Eric J. Holmes is the person who appeared before me, and said person acknowledged that (he/she/they signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as the City Manager of the City of Vancouver, as Landlord, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature_____

Title	
-------	--

My appointment expires: _____

EXHIBIT A
PREMISES AND BUILDING DESCRIPTION

BEGINNING at the quarter corner on the West line of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington; thence South 374.78 feet and East 1713.90 feet to the True Point of Beginning, said point being North 313.12 feet and West 22.52 feet from the Southeast corner of Parcel 6 of the Declaration of Taking, filed in the District Court of the United States for the Western District of Washington, Southern Division, in Docket No. 395; thence South 0°04'02" East 90 feet; thence South 89°55'58" West 99.1 feet; thence North 0°04'02" West 90 feet; thence North 89°55'58" East 99.1 feet to the True Point of Beginning.



Staff Report: 117-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Award of grant funds from the PEG Capital Support Fund to public users of the Comcast Business Services, for monthly transport costs

Key Points

- Under the terms of the City's cable franchise agreement with Comcast, \$1.00 per month per residential cable subscriber is collected and can be used for grants to reimburse local government users of Comcast Business Services for monthly transport fees.
- The City Council is being asked to approve \$226,200 of PEG Capital Support Fund to be divided among Comcast Business Services users.

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 cable franchise agreements between the City of Vancouver, Clark County and Comcast provide for a contribution in the amount of \$1/month per subscriber for support of a Public, Education, and Government (PEG) capital fund. One of the allowed uses of the PEG fund is to reimburse local government users of Comcast Business Services for monthly transport fees. Local governments utilize Comcast Business Services to provide high-speed connectivity between key facilities and redundant services in the event of emergencies.

In 2018, Clark County and the City of Vancouver approved an annual award from the PEG Capital Support Fund of \$226,200 for the next five years and one-half years, until the expiration of the Comcast Cable Franchise on June 30, 2023, to be divided among Comcast Business Services users, the City of Vancouver, Clark County, Fort Vancouver Regional Library District and the Clark County Fire District 5, for monthly transport costs.

Due to ongoing negotiations with Comcast, Clark County and the City of Vancouver extended their

cable franchises an additional twelve (12) months, through June 30, 2024. On June 7, 2023, the City/County Telecommunications Commission ("Commission") recommended extending the existing PEG Capital Support Grant Program Agreements with local governments through June 30, 2024, to align with the expiration of the current franchise agreements.

Advantage(s)

1. Reduces the amount of operational funding paid by public Comcast Business Services users for transport costs.
2. Awards funds consistent with the requirement of the cable television franchise agreements with Comcast Corporation.
3. Provides a tangible community benefit consistent with objectives of the Telecommunications Commission.

Disadvantage(s)

None

Budget Impact

The PEG Capital Support Fund has approximately \$826,000 available for distribution in 2023. An appropriation for the proposed grant awards is included in the PEG Capital Support Fund, 2023-2024 biennial budget. Remaining unallocated funds will be carried forward for future grant awards.

Prior Council Review

None

Action Requested

On June 26, 2023, adopt a resolution, under the terms of the interlocal agreement between Clark County and the City of Vancouver, authorizing \$226,200 of PEG Capital Support Funds to be used to reimburse authorized subscribers of Comcast Business Services monthly transport fees.

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

ATTACHMENTS:

- ▢ Resolution I-NET Contract Extension

[06-26-23]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental (“PEG”) capital contribution funds to designated access providers for the City of Vancouver and Clark County, and for public Institutional Network (“I-NET”) and Comcast Business Services users for certain expenditures.

WHEREAS, the PEG Capital Support Fund, established by Ordinance M-3459 has funds available and appropriated for the purpose of financing PEG capital purchases by designated access providers or monthly transport costs of public users related to the I-NET and Comcast Business Services; and

WHEREAS, the Vancouver/Clark County Telecommunications Commission (“Commission”), by Resolution 1999-03 adopted criteria for the award and administration of PEG capital grants; and

WHEREAS, after review of requests for PEG grant awards from I-NET/Comcast Business Services users, the Commission in 2018 recommended to Vancouver City Council and the Clark County Council an annual award from the PEG Capital Support Fund of \$226,200 for the next five years and one-half years, until the expiration of the Comcast Cable Franchise on June 30, 2023, to be divided among I-NET/Comcast Business Services users, the City of Vancouver, Clark County, Fort Vancouver Regional Library District and the Clark County Fire District 5, for monthly transport costs; and

WHEREAS, the City of Vancouver and Clark County are in the process of negotiating a new franchise agreement with Comcast of Washington, V LLC; and

RESOLUTION - 1

WHEREAS, the City of Vancouver and Clark County have extended the current franchise agreement with Comcast of Washington, V LLC through June 30, 2024; and

WHEREAS, the Commission recommends extending the term of the PEG Capital Support Grant Program agreement through June 30, 2024, to align with the expiration of the current franchise agreement; and

WHEREAS, the City of Vancouver and Clark County entered into an interlocal agreement whereby the City administers PEG capital grants, but all grants will require approval by both City Council and the Clark County Council.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR _____ and by the City/County Telecommunications Commission that Clark County, the City of Vancouver, Fort Vancouver Regional Library District, and Clark County Fire District 5 are hereby awarded grants to be paid from funds appropriated from the PEG Capital Support Fund for the capital purchases described as follows:

Comcast Business Services Users	Annual Amount
• City of Vancouver	\$64,000
• Clark County	\$92,000
• Fort Vancouver Regional Library District	\$61,000
• Clark County Fire District 5	\$9,200
Total PEG Access Capital Grant Funds	\$226,200

Section 2. Award of the grants described in Section 1 is conditioned upon:

RESOLUTION - 2

(a) Approval of such grants by the Clark County Council; and

(b) Compliance by I-NET/Comcast Business Services users with the PEG grant guidelines and criteria set forth in Vancouver/Clark County Telecommunications Commission Resolution 1999-03.

Section 3. The City Manager or his designee is authorized to execute on behalf of the City all necessary agreements with Clark County, Fort Vancouver Regional Library District and the Clark County Fire District 5, to ensure compliance with the terms of the grant.

Section 4. Acts taken pursuant to this resolution but prior to its approval are hereby ratified and confirmed.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young City Attorney

RESOLUTION - 3



Staff Report: 118-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Designation of TV ETC and CVTV respectively as the education and government access providers on the Comcast cable system

Key Points

- The City/County Telecommunications is recommending that the Council re-designate TV ETC as the educational access provider and CVTV as the government access provider for Vancouver and Clark County on the Comcast cable system.
- Both CVTV and TV ETC have served as designated access providers for a number of years and produce professional, high-quality programming.
- This is an annual recommendation made by the Telecommunications Commission to the City Council and Board of County Councilors.

Strategic Plan Alignment

Objective 3.1: Strengthen community identity and sense of belonging

Present Situation

The City and County have a cable television franchise agreement with Comcast of Washington, V LLC that was effective on July 1, 2013. Under the terms of this agreement, Comcast provides channels for Public, Education and Government (PEG) programming and it is the responsibility of the City and County to designate 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 cable system. 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 7, 2023, 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.

Advantage(s)

1. Continues to make local government and educational cable television programming available to the residents of Vancouver and Clark County.
2. Supports organizations which have proven track records of providing professional, high-quality programs that are of interest to the local community.

Disadvantage(s)

None

Budget Impact

None although designation as an access provider allows the organizations to apply for grants through the PEG Support Fund. PEG grants are funded through a \$1.00 per month fee collected by Comcast from residential subscribers.

Prior Council Review

Designations of the PEG access providers are made annually. On June 13, 2022 the City Council designated TV ETC as the educational access provider and CVTV as the government access provider.

Action Requested

On June 26, 2023, 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 cable systems.

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

ATTACHMENTS:

- ▢ CVTV Resolution
- ▢ TV ETC Resolution
- ▢ Telecommunications Commission CVTV Resolution
- ▢ Telecommunications Commission TV ETC Resolution

6-26-2023

RESOLUTION NO. _____

A RESOLUTION relating to cable television and to the designation of Clark Vancouver Television (“CVTV”) as the governmental access provider on the Comcast cable system for Vancouver and Clark County.

WHEREAS, Section 9 of the June 1, 2013, cable television franchise agreement between Comcast of Washington V, LLC (“Comcast”), the City of Vancouver (“City”) and Clark County (“County”), allows the Grantor (City and County) to designate authorized entities to manage the Public, Educational and Governmental (“PEG”) Access use channels on the cable system; and

WHEREAS, the City and County jointly fund and operate access channels on the local cable system, Clark Vancouver Television (“CVTV”); and

WHEREAS, all designated access providers (public, educational, and governmental) are evaluated and reviewed annually by the City/County Telecommunications Commission (“Commission”); and

WHEREAS, CVTV applied to the Commission on June 1, 2023, seeking to be re-designated as the governmental access provider; and

WHEREAS, the Commission reviewed the application on June 1, 2023, and found that CVTV has fully complied with the criteria and expectations for the governmental access provider and recommends that the Vancouver City Council and Clark County Council designate CVTV as the governmental access provider for the City and the County for the next year.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

RESOLUTION - 1

Section 1. As recommended by the City/County Telecommunications Commission in Resolution 2023-04, attached hereto as Exhibit “A,” Clark Vancouver Television is hereby designated as the governmental access provider on the Comcast cable system in Vancouver and Clark County.

Section 2. CVTV will continue to be allocated those channels previously allocated to CVTV for governmental access.

Section 3. CVTV will be eligible to apply for and receive PEG Capital Support Funds.

Section 4. Acts taken pursuant to this resolution but prior to its approval are hereby ratified and confirmed.

ADOPTED at regular session of the Council of the City of Vancouver, on this 26 day of June, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Attachment: Exhibit “A” – Telecommunications Commission Resolution 2023-04

RESOLUTION - 2

6-26-2023

RESOLUTION NO. _____

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.

WHEREAS, Section 9 of the June 1, 2013, cable television franchise agreement between Comcast of Washington V, LLC (“Comcast”), the City of Vancouver (“City”) and Clark County (“County”), allows the Grantor (City and County) to designate authorized entities to manage the Public, Educational and Governmental (“PEG”) Access use channels on the cable system; and

WHEREAS, a consortium of public and private K-20 educational institutions operating as the Vancouver Educational Telecommunications Consortium (“TV ETC”), and funded through contributions from member institutions/districts, has operated channels on the local cable system which are designated as educational access channels; and

WHEREAS, all designated access providers (public, educational, and governmental) are evaluated and reviewed annually by the City/County Telecommunications Commission (“Commission”); and

WHEREAS, TV ETC applied to the Commission on June 1, 2023, seeking to be re-designated as the educational access provider; and

WHEREAS, the Commission reviewed the application on June 1, 2023, and found that TV ETC has fully complied with the criteria and expectations for the educational access provider and recommends that the Vancouver City Council and Clark County Council designate TV ETC as the educational access provider for the City and the County for the next year.

NOW, THEREFORE,

RESOLUTION - 1

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended by the City/County Telecommunications Commission in Resolution 2022-03, attached hereto as Exhibit “A”, the Vancouver Educational Telecommunications Consortium is hereby designated as the educational access provider on the Comcast cable system in Vancouver and Clark County.

Section 2. TV ETC will continue to be allocated those channels previously allocated to TV ETC for educational access.

Section 3. TV ETC will be eligible to apply for and receive PEG Capital Support Funds.

Section 4. Acts taken pursuant to this resolution but prior to its approval are hereby ratified and confirmed.

ADOPTED at regular session of the Council of the City of Vancouver, on this 26 day of June, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Attachment: Exhibit “A” – Telecommunications Commission Resolution 2022-03

RESOLUTION - 2

City/County Telecommunications Commission

RESOLUTION 2023-04

Regarding Annual Review of Governmental Access Programming and Re-Designation of Clark Vancouver Television as Governmental Access Cable Provider

Section 1. Findings

- 1.1 The cable television franchise agreement between Comcast of Washington, V LLC ("Comcast"), the City of Vancouver ("City") and Clark County ("County"), requires that the Grantor (City and County) designate authorized entity or entities to manage or co-manage the Public, Educational and Government ("PEG") Access use channels on the cable system.
- 1.2 The City and County jointly fund and operate access channels on the local cable system, Clark/Vancouver Television (CVTV), which are the designated local government access channels. The Commission originally approved the designation under the cable television franchise agreement via Resolution 1998-04 on February 18, 1998. CVTV has been re-designated annually as the Governmental Access Provider since that time.
- 1.3 All designated access providers (public, educational, and government) will be evaluated and reviewed annually by the Commission consistent with the provisions of the cable franchise agreement, Section 5.19.300 of the Vancouver Municipal Code and Clark County Code 36.12.160 and Section 1.6 of this Resolution.
- 1.4 CVTV submitted an application to the Commission seeking designation as the authorized governmental access provider on April 21, 2023 (attached as EXHIBIT A).
- 1.5 The Commission reviewed the CVTV request for re-designation and representatives from CVTV made a presentation to the Commission on June 1, 2023, in support of the re-designation and to review governmental programming on CVTV.
- 1.6 The performance criteria for government access designation includes, but is not limited to the following:
 - a) Number of hours of locally produced original video programming/week per channel;
 - b) Number of hours of locally scheduled video programming/week per channel;
 - c) Number of days and hours per week the channel is programmed with locally produced and locally scheduled video programming;
 - d) Amount of operating budget which meets or exceeds the criteria of operating funds to capital funds established in section 9.6 of the franchise agreement with Comcast Corporation;
 - e) Extent to which locally produced and locally scheduled video programming focuses on the designated access category;
 - f) Extent to which the locally produced and locally scheduled video programming provides value added to cable television subscribers in meeting the demonstrated needs established in the community ascertainment study.

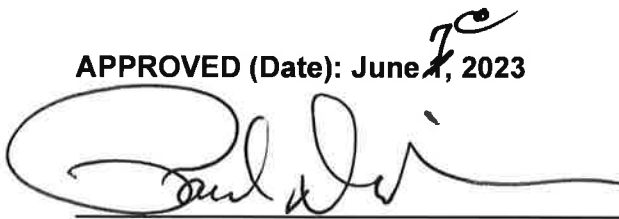
- 1.7 The Commission finds that CVTV, as the designated governmental access provider since June 2, 2022, has fully complied with the criteria and expectations for designation (as documented in the CVTV Annual Production Reports 2022 – EXHIBIT B) and recommends that the designation should remain in effect and that the designation will be reviewed and evaluated annually by the Commission.

NOW THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The City/County Telecommunications Commission, through this Resolution, recommends the continued designation of CVTV as the governmental access provider for the Comcast cable system, subject to annual review by the Commission as outlined in Section 1.3 and Section 1.6 of this Resolution.
- 2.2 The Commission recommends that CVTV continue to be allocated four channels, channels 21 and 23, and high-definition channels 321 and 323 on the Comcast cable system for governmental access use.
- 2.3 Staff is directed to forward this Resolution to the Vancouver City Council and Clark County Council.

APPROVED (Date): June 7, 2023

A handwritten signature in black ink, appearing to read 'Paul Dicker', is written over a horizontal line.

Paul Dicker, Chair, City/County Telecommunications Commission

Exhibits:

Exhibit A – Designated Access Provider Application Form from CVTV, dated April 21, 2023
Exhibit B – 2022 CVTV Annual Report

City/County Telecommunications Commission

RESOLUTION 2023-03

Regarding Annual Review of Educational Access Programming and Re-Designation of TV ETC as Educational Access Cable Provider

Section 1. Findings

- 1.1 The cable television franchise agreement between Comcast of Washington, V LLC ("Comcast"), the City of Vancouver ("City") and Clark County ("County"), requires that the Grantor (City and County) designate authorized entity or entities to manage or co-manage the Public, Educational and Government ("PEG") Access use channels on the cable system.
- 1.2 A consortium of K-20 educational institutions (public and private) operating as The Vancouver Educational Telecommunications Consortium (TV ETC) and funded through contributions from member institutions/districts, operates three channels on the local cable system which are the designated educational access channels. The Commission originally approved the designation under the cable television franchise agreement via Resolution 1998-09 on December 3, 1998. TV ETC has been re-designated annually as the Educational Access Provider since that time.
- 1.3 All designated access providers (public, educational, and government) will be evaluated and reviewed annually by the Commission consistent with the provisions of the cable franchise agreement, Section 5.19.300 of the Vancouver Municipal Code and Clark County Code 36.12.160 and Section 1.6 of this Resolution.
- 1.4 TV ETC submitted an application to the Commission seeking designation as the authorized educational access provider on June 1, 2023 (attached as EXHIBIT A).
- 1.5 The Commission reviewed the TV ETC request for re-designation and representatives from TV ETC made a presentation to the Commission on June 1, 2023, in support of the re-designation and to review programming on the local educational access channels.
- 1.6 The performance criteria for designation is to include, but is not limited to the following:
 - a) Number of hours of locally produced original video programming/week per channel;
 - b) Number of hours of locally scheduled video programming/week per channel;
 - c) Number of days and hours per week the channel is programmed with locally produced and locally scheduled video programming;
 - d) Amount of operating budget which meets or exceeds the criteria of operating funds to capital funds established in section 9.6 of the franchise agreement with Comcast Corporation;
 - e) Extent to which locally produced and locally scheduled video programming focuses on the designated access category;
 - f) Extent to which the locally produced and locally scheduled video programming provides value added to cable television subscribers in meeting the demonstrated needs established in the community ascertainment study.

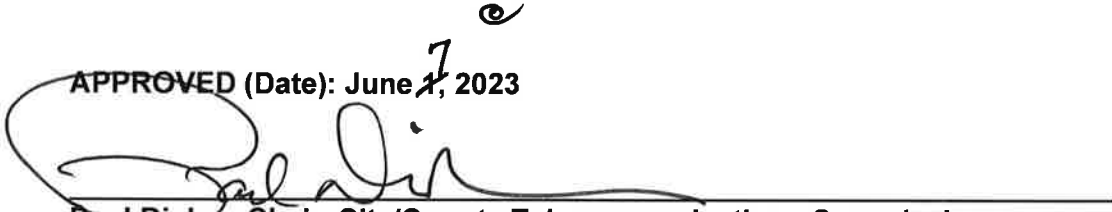
- g) Number of hours produced by each TV ETC member;
 - h) Number of hours scheduled for each TV ETC member;
 - i) Total number of local programs produced and airing on one of the three channels and by which providers/members, as well as by which grade level (elementary, middle school, high school) as appropriate, for airing on TV ETC channel.
- 1.7 The Commission finds that TV ETC, as the designated educational access provider since June 2, 2022, has fully complied with the criteria and expectations for designation (as documented in the TV ETC Annual Production Reports 2022 – EXHIBIT B) and and recommends that the designation should remain in effect and that the designation will be reviewed and evaluated annually by the Commission.

NOW THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The City/County Telecommunications Commission, through this Resolution, recommends the continued designation of TV ETC as the educational access provider for the Comcast cable system, subject to annual review by the Commission as outlined in Section 1.3 and Section 1.6 of this Resolution.
- 2.2 The Commission recommends that TV ETC continue to be allocated four channels, channels 27, 28, 29 and high-definition channel 328 on the Comcast cable system for educational access use.
- 2.3 Staff is directed to forward this Resolution to the Vancouver City Council and Clark County Council.

APPROVED (Date): June 7, 2023



Paul Dicker, Chair, City/County Telecommunications Commission

Exhibits:

- Exhibit A** – Designated Access Provider Application Form from TV ETC, dated April 20, 2023
Exhibit B – 2022 TV ETC Annual Report



Staff Report: 119-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Adoption of the biennial report of the Telecommunications Commission regarding cable television franchise compliance by the cable television operator Comcast of Washington V, LLC ("Comcast")

Key Points

- The City/County Telecommunications Commission ("Commission") has prepared a progress report regarding franchise compliance by Comcast.
- The Commission finds Comcast in full compliance with the terms and conditions of the franchise.
- The Vancouver City Council should take affirmative action in adopting the report for the review to be binding on the cable operator at the time of renewal.

Strategic Plan Alignment

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

Objective 3.1: Strengthen community identity and sense of belonging

Present Situation

The City/County Telecommunications Commission ("Commission") has prepared progress reports regarding franchise compliance by the cable television operator beginning with completion of the first year of the franchise term, January 1983. This is the fifth Biennial Report since a 10-year franchise agreement with Comcast was adopted in July 2013. 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 Comcast in full compliance with the terms and conditions of the franchise. The number of customer complaints received by the City/County Cable TV Office regarding Comcast's service, including but not limited to the company's high-speed internet service, decreased by 64% when compared to 2019-20. The 2020-21 complaints involved a number of issues, including rates, customer service and technical services.

Advantage(s)

1. Adoption of the Biennial Report preserves the rights of the City and cable television subscribers should issues arise which require correction by the cable operator.
2. The biennial report documents performance by Comcast which is part of the framework for franchise renewal negotiations.
3. The biennial report meets the requirements of federal law to provide a written evaluation of franchising performance by the cable operator.

Disadvantage(s)

Franchising authority to correct certain actions by the cable operator is limited by federal law. However, without written record of operator performance, Council has no standing to raise specific issues during the franchise renewal process.

Budget Impact

The City of Vancouver collected \$3,872,871 in franchise fees from Comcast during 2021-22 in addition to \$631,510 in PEG Capital Support Funds.

Prior Council Review

None

Action Requested

On June 26, 2023, adopt a resolution approving, ratifying, and affirming the biennial report of the Telecommunications Commission (January 2021 – December 2022).

Jim Demmon, Video Services Manager, 360-487-8706

ATTACHMENTS:

- ▣ Telecommunications Commission Resolution 2023-02
- ▣ Resolution Comcast Review

City/County Telecommunications Commission

RESOLUTION 2023 – 02

Regarding Adoption of the Biennial Progress Report on the Comcast Corporation Vancouver/Clark County Franchise Agreement

Section 1. Findings

- 1.1 Pursuant to Section 4.5 “Performance Evaluation Sessions” of the current cable television franchise agreement between The City of Vancouver (“City”), Clark County (“County”) and Comcast Corporation (“Comcast”), the City/County Telecommunications Commission (“Commission”) may conduct performance reviews of the cable operator to insure franchise compliance every two years.
- 1.2 Court rulings indicate that legislative bodies of the franchising authorities must formally accept and adopt written reports regarding franchise compliance by the cable operator in order for such reviews as prepared by the Commission to be binding on the cable operator.
- 1.3 As part of the review process, the Commission requested specific information from Comcast, via a letter dated January 19, 2023 (attached as EXHIBIT A), to reach the Commission no later than February 22, 2023.
- 1.4 The Commission conducted a Public Review of Comcast’s performance during the regular March 1, 2023, meeting.
- 1.5 The Commission has reviewed and documented its findings of the information provided by Comcast in relation to their performance and franchise compliance and prepared a Biennial Progress Report for the years 2021-2022 (attached as EXHIBIT B).
- 1.6 Included in the Biennial Progress Report is a review of Commission activity during 2021-2022 and major work items for 2023-2024.
- 1.7 As of the date of the Biennial Progress Report, the Commission finds Comcast in full compliance with the terms and conditions of the franchise.
- 1.8 The number of customer complaints fielded by the City/County Cable Television Office in 2021-2022, detailed in this report, regarding Comcast’s service, including but not limited to the company’s high-speed Internet service, decreased by 64% when compared to 2019-2020.

NOW, THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The Commission, through this Resolution, adopts the 2021-2022 Biennial Progress Report on the Comcast Corporation Vancouver/Clark County Franchise Agreement.
- 2.2 The Commission directs staff to forward finalized copies of the 2021-2022 Biennial Progress Report to the Vancouver City Council and the Clark County Council.
- 2.3 The Commission recommends that the Vancouver City Council and the Clark County Council adopt, ratify, and affirm the 2021-2022 Biennial Progress Report.

Approved (Date): June 7, 2023



06/07/2023

Chair, Paul Dicker, City/County Telecommunications Commission

Exhibits:

Exhibit A – Formal notification from the City/County Cable Television Office to Comcast regarding the biennial review process, dated January 19, 2023

Exhibit B – Biennial Progress Report on the Comcast Corporation Vancouver/Clark County Franchise Agreement, submitted June 7, 2023

**Report to the
Clark County Council
And
Vancouver City Council
From the
City/County Telecommunications Commission**

**PROGRESS REPORT ON THE COMCAST CORPORATION
VANCOUVER/CLARK COUNTY FRANCHISE AGREEMENT**

June 2023

I. INTRODUCTION - BACKGROUND

This is the Thirty-Sixth Report by the Vancouver/Clark County Telecommunications Commission ("Commission") reviewing the status of the franchise agreement with the cable television operator, Comcast of Washington V, LLC ("Comcast"). This is the fifth Biennial Report since a 10-year franchise agreement with Comcast was adopted in July 2013.

The 2021-22 Report is biennial, as agreed to in the franchise agreement. Previously performance reviews were conducted annually. However, the bulk of the report is consistent with the format for the previous evaluations of the cable operator's performance (1981-1986 Cox Cable; June 1986-1995 Columbia Cable; December 1995-1998 TCI; 1999-February 2003 AT&T Broadband; and February 2003 – Present, Comcast Corporation). The Commission's review focuses on calendar years 2021-22 although, as appropriate, more recent developments and issues are noted.

The Commission recognizes the importance of conducting reviews – not only as a franchise obligation, but also in light of changes in the marketplace, ever evolving technologies, population growth in the Vancouver and Clark County area and the requirements of the Federal Cable Act – to give an operator the opportunity to correct any franchise violations. The Commission understands that as a citizen advisory board it is responsible for the efficient and effective management and enforcement of the franchise. In addition, one of the most effective roles of the Commission through the years has been to inform various stakeholders, including the cable operator, Public, Education, and Government (PEG) access providers, elected officials, and cable subscribers, about the needs and issues of interest to the community. This report also summarizes the activities of the Commission during 2021-2022.

As noted in this report, Comcast's performance during the past two years has met all the conditions of the City and County franchises. The number of customer complaints received by the City/County Cable TV Office regarding Comcast's service in 2021-2022, including but not limited to the company's high-speed internet service, decreased by 64% when compared to 2019-2020. The 2021-2022 complaints were about issues with billing, customer service and internet services. Review of the cable operator's overall

performance as well as a status report regarding Commission activities are contained in this review.

II. PURPOSE/GOALS

As set forth in the current franchise agreement with Comcast, Section 4.5, the Biennial Review is intended to assess the cable operator's performance as well as compliance with the terms and conditions of the franchise and compliance with state and federal laws and regulations during the previous two years. Evaluation of past performance by the cable operator(s) is of critical importance under federal law as the franchising authorities look to the future. In addition, the Report outlines the efforts and focus of the Commission during the previous two years and priorities for the current year.

III. METHODOLOGY

Comcast's performance was evaluated by reviewing the following information pertaining to performance and related cable service information:

- A. Correspondence, phone calls, electronic mail and inquiries received by the City/County Cable Television Office ("Cable TV Office");
- B. Minutes and video records of Commission meetings;
- C. Formal exchange of correspondence between Comcast and the Cable TV Office;
- D. Press reports and the experience of other communities, especially in the Vancouver/Portland area, regarding the delivery of cable television services; and
- E. Testimony received from the public during regularly scheduled Commission meetings where public testimony on Comcast's performance was solicited, the most recent being March 1, 2023.

Information requested by the Commission from Comcast specifically for the purpose of preparing this report is on file and available for review at the Cable TV Office.

IV. FRAMEWORK FOR EVALUATION

The framework for evaluation has been governed by Section 4.5 "Performance Evaluation Sessions" of the franchise agreement. The agreement provides that evaluation "shall deal with the Grantee's [Comcast's] performance of the terms and conditions of the Franchise and compliance with state and federal laws and regulations."

In addition, findings and recommendations criteria presented to the Vancouver City Council and Clark County Council by the Commission in Resolution 2013 – 01, May 1, 2013, in recommending the franchise agreement are also part of the framework for evaluation of

Comcast's performance:

- A. Commitment to maintain current programmed PEG channels, with the capacity for up to two additional channels based on use by the community;
- B. Comcast's commitment to simultaneously carry three (3) of the existing PEG access channels in high-definition ("HD") and include up to twenty-four (24) hours of PEG access programming on Comcast's video-on-demand ("VOD") platform;
- C. Preserve PEG channel access to the lowest tier available to subscribers;
- D. Washington State and local programming identified as broad programming categories to be provided by the operator;
- E. Maintenance and potential increase, based on community needs and input, to capital funding support for public, education, and government access programming;
- F. Responsiveness to the special and unique qualities of Vancouver and Clark County.

V. HIGHLIGHTS OF 2020-21 PERFORMANCE REVIEW

The Report chronicles the nineteenth and twentieth full years of service by Comcast as the cable operator. The Commission notes that the company has shown a strong commitment to the community. Examples of Comcast's ongoing commitment include:

- A. Providing \$9.95 a month internet service and low-cost computers to households who have at least one child receiving free or reduced-price school lunches and/or residents receiving HUD-housing assistance and participating in the Affordable Connectivity Program which provides qualified households with a credit of up to \$30/month towards internet or mobility services;
- B. Extensive involvement in the Vancouver/Clark County community including continued sponsorship through 2022 of the Historic Trust, Boys & Girls Clubs of Southwest Washington and other community functions.

During the past two years, there have been changes in local and regional leadership at Comcast. Rodrigo Lopez oversees operations in Oregon and Washington, as the Regional Senior Vice President, based out of the Everett, Washington regional office. Marion Haynes, serves as Vice President of External Affairs, in the Tigard, Oregon regional office. Samantha Ridderbusch, Director of Government Affairs, serves as the primary contact for the Cable TV Office and the Telecommunications Commission. Todd Gorder serves as Vice President of Technical Operations for Oregon/ Washington. Kevin Harrison serves as Vice President of Finance for Oregon/Washington. Comcast reports there are 924 company employees in the Vancouver/Portland area.

Commission activities during 2021-22 included:

- A. Initiated franchise renewal proceedings with Comcast;
- B. Oversaw the development of a report on the cable-related needs and interests within the City of Vancouver and Clark County franchise area;
- C. Began franchise renewal negotiations with Comcast;
- D. Re-designation of Educational and Governmental access providers;
- E. Review and forwarding of recommendations regarding the Public, Educational and Governmental (“PEG”) Capital Support Fund.

In 2021, the total number of actual complaint calls to the Cable TV Office **decreased** to nineteen (19) (4 total “other calls/correspondence”) compared forty-five (45) (6 total “other calls/correspondence”) in 2020. In 2022, the total number of actual complaint calls to the Cable TV Office stayed steady at nineteen (19) (3 total “other calls/correspondence”). When compared to a total of 50,405 subscribers Comcast reported in January 1, 2023, the 38 complaint calls represented 0.05% of total Comcast subscribers.

The Quarterly Comcast Subscriber Report details the decrease of 6,014 residential subscribers or a 10.5% decrease during 2021, from 62,924 as of December 31, 2020, to 56,910 as of December 31, 2021. The decrease accelerated in 2022 with a drop of 6,505 residential subscribers or a 12.9% decline, from 56,910 as of December 31, 2021, to 50,405 as of December 31, 2022. Comcast reported 16.14 million U.S. cable subscribers in 2022, reflecting a loss of 3.31 million subscribers when compared to 2020.

Nationally, the media industry is in a transformative phase, as streaming media and live video on social media gain more viewers, threatening the traditional pay TV industry. Locally, this continues the significant decline in the number of cable customers over the last four years. This is a concerning, though not unexpected, sign not only for maintaining a vibrant cable system but providing stable revenue streams from cable franchise fees and PEG capital support grants.

The Commission conducted a public review session regarding Comcast’s performance at the March 1, 2023, regular meeting. The meeting was publicized in local newspapers and on the City of Vancouver’s and Clark County’s web pages. One in-person comment and eight e-mails were received as part of the public testimony. Written testimony and phone calls to the Cable TV Office were also accepted through May 12, 2023. Thirteen additional e-mails were received. The Cable TV Office and/or Comcast followed up directly with customers regarding their specific issues.

Specific testimony and comments were received regarding the following subjects:

- Nine complaints regarding Comcast internet service, including reliability and cost;
- Nine complaints regarding poor customer service, including outsourcing of calls to different countries, and lengthy call times;
- Four technical issue complaints;
- One phone service complaint;
- Two complaints from customers having issues when moving to new locations;
- Twenty complaints regarding cost, including need for competition; lack of senior discounts; and the high cost of Broadcast and Regional Sports fees;
- Four compliments for Comcast, including reliability and good service at their local stores.

VI. COMCAST 2021-2022 PERFORMANCE REVIEW – SUMMARY ANALYSIS

A. Construction

System mileage as of January 1, 2023, was 905.32 miles of subscriber, cable plant in the City of Vancouver service area, a 10.53 mile increase since December 2020; and 1,511.81 in the Clark County service area, an increase of 29.86 miles since December 2020. In Vancouver a total of 101,708 homes are now passed by the cable system and 90,058 homes are passed in Clark County.

A current map detailing constructed areas is on file in the Cable TV Office. A smaller conceptual map is available upon request.

System design and reliability are in compliance with franchise requirements.

B. Rates

As of September 1, 1993, cable rates became subject to regulation -- the Basic Service tier was regulated by local franchising authorities. The Cable Programming Service tier ("Expanded or Enhanced Basic") was regulated by the FCC until March 31, 1999. Expanded Basic rates became deregulated at that time. In 2007 Comcast filed a "Petition of Effective Competition" for Vancouver and Clark County with the Federal Communications Commission (FCC). On March 3, 2011, the FCC approved Comcast's petition, taking away the ability of the cities and counties to regulate basic rates and equipment.

As of January 1, 2023, the Limited Basic Service, which includes local broadcast and PEG channels, has a monthly rate of \$51.94 (including 5.79% franchise fee and \$28.95 Broadcast TV fee). Since January 1, 2021, the Limited Basic Rate has increased by \$10.05 or a 19.35% increase. The Popular TV tier, which includes Limited Basic Service and other selected channels, HD programming and 20 hours of DVR service in total, costs \$103.96 (including franchise fee, \$28.95 Broadcast TV fee and \$9.35 Regional Sports fee). Since 2020, the Popular TV tier changed from the Digital Starter package and decreased by \$1.31 or a 1.26% decrease. The Ultimate TV package

includes over 140 channels and costs \$123.56 (including franchise, broadcast and regional sports fees). Since January 1, 2021, the Ultimate TV package changed from the Digital Preferred package and decreased by \$0.23 or an 0.19% decrease.

A table of Comcast rates and other charges as of **January 2023** is attached to this report. (Exhibit A)

C. Consumer Services

1. During 2021, Comcast met the telephone answering performance requirements of the franchises and of FCC customer service standards, answering 90% of calls within thirty (30) seconds. Our compliance data for Comcast's reporting shows the following percentage of calls answered within thirty (30) seconds for 2021: 1st Quarter – 92%; 2nd Quarter – 97.9%; 3rd Quarter – 97.12%; 4th Quarter – 95.36%. 2022: 1st Quarter – 91.58%; 2nd Quarter – 93.94%; 3rd Quarter – 91.68%; 4th Quarter – 92.09%.
2. Comcast's Vancouver/Clark County office continued to handle in-home installation and repair, maintenance and field technicians and system management throughout 2021-2022.
3. As reported by Comcast, the average response time to a customer complaint was within 24-hours.
4. Standard customer installations in Comcast constructed areas were usually completed within five (5) business days after the request for cable service was received. The average response time for standard installation in new construction areas, when the home is not pre-wired for cable, was thirty (30) days. The response time is also within franchise requirements.
5. Comcast provides parental lock boxes upon request, as required by the Cable Communications Policy Act of 1984, to block out any channel. There is no additional charge for the device. Extensive parental control features are included as part of the digital cable service.
6. Comcast now operates three state-of-the-art customer experience stores at 7809 N.E. Vancouver Plaza Drive, 8901 NE Hazel Dell Ave. and 16515 S.E. Mill Plain Blvd. At the start of 2021 Comcast operated only one store in our area. The showrooms include TV screens where customers can test Comcast products and services.
7. Comcast continues to expanded customer service resources with 24/7 online chats, the Xfinity App, Xfinity store locator, status center to check for outages, and common solutions guides.

D. PEG Access Programming**Public Access**

1. In July 2014, based on a recommendation from the Commission, the City Council and County Council chose to not re-designate Fort Vancouver Community Television (FVTV) as the public access provider. This decision was the result of a number of on-going management and fiscal challenges with FVTV.
2. The CAN Network, a consortium of public access centers from the Portland Metro area, continues to air on cable channel 11.

Educational Access

1. TV ETC is an educational consortium with members representing all public and private educational institutions in Vancouver and Clark County. The Commission recommended re-designation of TV ETC as the Education Access Provider on June 1, 2022. TV ETC is responsible for programming channels 27, 28 29 and HD 328.

In May 2022, TV ETC submitted an annual report to the Commission. TV ETC continues to produce quality programming. A copy of the TV ETC Annual Report for 2021 and 2022 is on file at the Vancouver City Manager's Office.

TV ETC members produced 397 hours of local educational programming in 2021. TV ETC averaged 23 hours of programming per day on channel 27, 23 hours on channel 28/HD328 and 23 hours on channel 29.

Government Access

1. The Commission recommended re-designation of the City/County Cable Television Office as the Designated Access Provider for government on June 1, 2022. Through the government access channels, Clark/Vancouver Television (CVTV) Channels 21, 23 and HD 321 & 323, the City and County continue their service of providing local government and community programming.

CVTV produced 350 programs in 2021, offering viewers over 457 hours of locally produced programming. In 2022, CVTV produced 343 programs totaling 424 hours of programming. 92% of the programming was first aired live. CVTV averaged 17.71 hours per day of locally produced programming on channel 21/HD321 and 19.43 hours per day on channels 23/HD323. A copy of the CVTV Annual Report for 2021 and 2022 is on file at the Vancouver City Manager's Office.

PEG Capital Support

1. A total of \$18,474,810 in PEG Capital Support payments collected by Comcast and paid to the City and County has been placed in the PEG Capital Support Fund from May 1998 through the 4th quarter of 2022. The PEG payments do not include interest accrued or adjustments for grant dollars unspent. During 2021-22, PEG funds awarded a total \$1,710,775: \$564,481 for Government Access (CVTV) and \$692,494 for Educational Access (TV ETC), and \$453,800 for public Institutional Network (“I-NET”) users.

PEG Capital Support provided funding for twelve projects in 2021: including multiple improvements to video production systems for TV ETC, and a 4K video switcher installation in a mobile system for CVTV. In 2022, twelve projects were funded, including video production upgrades for TV ETC, and replacements of 4K video switchers in Vancouver City Hall and the Clark County Public Service Center and a new micro-mobile production unit for CVTV.

H. Technical Performance

1. In 2021, there was an average of 96.75 unplanned outages per month, compared to 117.75 unplanned outages per month reported in 2020. In 2022, there were 126.25 unplanned outages per month. The average duration of the outage was 0.99 hours in 2021 and 1.78 hours in 2022. Outages are tracked by repair and maintenance technicians and logged in a technical performance log for each occurrence.

I. Institutional Network/Comcast Business Services

1. In July 2013, Comcast signed contracts with the City of Vancouver, Clark County, Clark County Fire District 5 and the Fort Vancouver Regional Library District for continued use of an optical fiber based Institutional Network (“I-NET”) The 2013 cable franchise allowed I-NET users to utilize either the I-NET or switch to the services provided by Comcast Business Services. Comcast reports that in 2014 all I-NET sites were transition to Comcast Business Services.
2. Public users of Comcast Business Services have reported that the service functioned extremely well throughout 2022. The City of Vancouver currently connects fourteen (14) different sites to the Comcast Business Services for data transfer, including City Hall, Vancouver Police Department’s West and East Precincts and multiple Vancouver Fire Department stations. Clark County connects twelve (12) sites for data transfer, including the Clark County Center for Community Health, the Clark County Sheriff’s Office Central Precinct, the Fairgrounds and the NW Regional Training Center. The Fort Vancouver Regional Library District connects eight (8) sites.

3. A total of \$226,900 in PEG Grant Funds was distributed in 2022 to Comcast Business Services public users for monthly transport costs (\$101,240 – Clark County, \$64,600 – City of Vancouver, \$61,100 – and the Fort Vancouver Regional Library District.)

J. Emergency Alert System

1. As required by the Federal Communications Commission, Comcast operates and regularly tests an Emergency Alert System (“EAS”). In the event of an alert a crawl message is inserted over all channels indicating that an emergency exists.
2. Comcast monitors two Vancouver/Portland EAS sources for alert information, KXL 101.1 FM radio and KOPB 91.5 FM radio, as well as FEMA’s Common Alert Protocol-based network.
3. Comcast tests their EAS system a minimum of twelve times per year. The Clark Regional Emergency Services Agency verifies their locally generated emergency alerts appear on the local cable system a minimum of two times per year.

K. Community Involvement

1. As noted by Comcast, between 2020-23 the company gave \$5.9 million in cash, grants and in-kind contributions to over 100 local community organizations in SW Washington/Oregon. The Commission acknowledges with appreciation Comcast's local sponsorships, participation, and charitable contributions in the Vancouver/Clark County community. These include the Historic Trust and several back-to-school resource efforts supporting families in the Evergreen and Vancouver School Districts.

In 2021, Comcast partnered with Boys & Girls Clubs of Southwest Washington to set up “Lift Zones” to assist families gain WiFi access in three separate neighborhood locations. In addition, \$85,000 in Comcast Foundation grants supporting digital equity were invested in the Boys & Girls Club of Southwest Washington and Girls Inc. of the Pacific Northwest.

L. Overall Performance

1. The Commission is pleased to report that Comcast was in compliance with all provisions of the franchise agreements through December 2022.
2. The reliability and customer service for Comcast’s cable and high-speed Internet were consistently strong throughout 2022.
3. The cable provider continues to keep the system robust with expanded services for Vancouver and Clark County subscribers, including increases in Internet speeds,

voice command remotes, large button voice remotes for people with disabilities, and connection to Netflix and Amazon through the cable box.

4. In March 2023, Comcast announced a \$280 million dollar investment to upgrade their network in the Pacific Northwest to offer multi-gigabit Internet speeds to more than four million locations and expand their broadband and video services to an additional 60,000 homes and businesses in the region.
5. Comcast continues offering its Internet Essential program with a \$9.95 a month Internet service and low-cost computer to households who have at least one child receiving free or reduced-price school lunches and/or residents receiving HUD-housing assistance. Comcast is participating in the Affordable Connectivity Program which provides up to a \$30/month credit to qualified households for Internet and mobility services. The company also launched three Lift Zones with free WiFi access at Boys & Girls Clubs of Southwest Washington locations.
6. The company continues to support local access programming by providing channel capacity and equipment funding. Clark/Vancouver Television and TV ETC reward viewers with nationally recognized programming receiving awards during 2021-2022 from the National Association of Telecommunications Officers and Advisors and the National Academy of Television Arts and Sciences.

VII. TELECOMMUNICATIONS COMMISSION ACTIVITIES

Paul Dicker served as Chair of the Commission through 2022. Paul Hunter served as Vice Chair through March 2022 when he resigned from the Commission. Douglas Green served as Vice Chair for the remainder of 2022.

The Commission held three (3) regular meetings and one (1) work session in 2021 and three (3) regular meetings and one (1) work session in 2022. In addition, several subcommittee meetings were held.

The majority of the Commission's attention was focused on the Comcast cable franchise renewal, PEG issues, including designation of access providers and channels, and recommendations on PEG capital grants.

Major work items and accomplishments for 2021/2022 included:

- A. Oversaw the creation of the Report on the Cable Television-Related Needs and Interests Ascertainment for Vancouver/Clark County, which included mailer and web surveys, focus group interviews and equipment needs reviews for CVTV and TV ETC.
- B. Began franchise renewal negotiations with Comcast;
- C. Review and re-designation of PEG Access Providers for government and education;

- D. Coordination of the PEG Capital Support Fund program;
- E. Assisted citizens and cable television subscribers in resolving 38 complaints regarding cable and Internet services during 2021-22;

Major work items for 2023/2024 include:

- A. Administer the cable television franchise agreement for the City of Vancouver and Clark County and ensure current grantees' (Comcast) continued compliance with franchise requirements;
- B. Provide assistance to citizens and cable television subscribers in cable television matters by facilitating complaint resolution and enforcing franchise compliance by the cable operator in all matters pertaining to consumer issues;
- C. Review proposals for cable television franchise with alternative providers and make recommendations to the legislative bodies when they are received;
- D. Conduct a biennial review of Comcast performance for 2021-2022.
- E. Provide recommendations to legislative bodies on awards of PEG Capital Support funding for designated access providers and Comcast Business Services subscribers;
- F. Review and recommend re-designation of PEG Access Providers for public, government and education;
- G. Provide recommendations to legislative bodies on a one-year extension of the Comcast franchise through July 1, 2024, to allow more time for negotiations.
- H. Oversee continued negotiations with Comcast on a renewed cable franchise agreement.
- I. Provide recommendations to legislative bodies on approval of a renewed Comcast cable franchise agreement.
- J. Review work plan for 2025-26.

VIII. SUMMARY

The Commission is pleased to present a positive report to the legislative bodies in this report on the progress of cable television in Vancouver/Clark County. Comcast is in full compliance with the terms and conditions of the franchise.

With the current cable franchise taking us into 2024, the opportunities and challenges

ahead are mirrored by the evolving technical and regulatory landscape. Ever changing and expanding technological initiatives mean that the delivery of cable services will continue to evolve and the way that customers receive these services may be very different five years from now, even though we don't know what that future will hold. The number of customers subscribing to traditional cable TV continues to drop nationally and locally. Netflix, a streaming video company, now surpasses the usage of cable TV subscribers. There are a number of regulatory and legal proceedings in Congress, the federal courts, and before the Federal Communications Commission that could dramatically impact the franchising process in the coming three to five years. These include, but are not limited to, changes in the federal Cable Policy Acts of 1984 and 1996, FCC's Section 621 Order, and court decisions regarding requirements of cable systems in a number of arenas and how services are defined.

Until there are more definite answers or specific changes, the City and the County will continue to proceed within the legal framework provided by the current Federal laws and FCC rulings and procedures.

The only certainty is change. The Commission, the City, the County, Comcast, other possible cable providers, and the community must continue to work together in partnership to insure that whatever new technologies are made available and implemented in Vancouver/Clark County, they meet the cable needs and requirements of Vancouver and Clark County residents. Despite all the unknown changes, however, localism and responsiveness to the local community are at the heart of cable television and are its strength in meeting the "special and unique needs" of Vancouver/Clark County. We think this community, the Commission, the legislative bodies, and Comcast are prepared to embrace the future and ensure that Vancouver/Clark County continue to receive state of the art telecommunications services delivered by the cable television system.

I:\Telecommunications Commission\Cable Op Annual Perf. Review\Year 2021-22 Review\Comcast 2021-22 Report Final



Vancouver, WA

Exhibit A

(POR-002)

XFINITY TV¹	
Limited Basic²	\$20.15
Broadcast TV Fee³	\$28.95
Choice TV Select⁴ Includes Limited Basic, Streampix, 20 hours DVR Service, HD Programming, Streaming to 2 devices, and Broadcast TV Fee - with TV Box (Flex upgrade)	\$37.50 \$46.50
Choice TV² Includes Limited Basic, Streampix, HD Programming, and 20 hours DVR Service	\$30.00
Popular TV Includes Limited Basic, Sports & News, Kids & Family, Entertainment, Streampix, HD Programming, and 20 hours DVR Service	\$60.00
Ultimate TV Includes Limited Basic, Sports & News, Kids & Family, Entertainment, 50+ Additional Channels, Streampix, HD Programming, and 20 hours DVR Service	\$78.50
Genre Packs⁵	
Kids & Family Includes kid and family-friendly channels including Disney Channel, Nickelodeon, and Universal Kids	\$10.00
Entertainment¹ Includes entertainment channels including A&E, AMC, Bravo, Food Network, FX, TNT, and VH1	\$17.00
Sports & News Includes sports and news channels including CNBC, CNN, ESPN, Golf, and MSNBC	\$30.00
Deportes Includes deportes channels including ESPN Deportes, FOX Deportes, and NBC Universo	\$5.00
HBO⁶	\$14.99
HBO Max⁶	\$14.99
Showtime⁶	\$12.00
Starz⁶	\$8.99
Cinemax⁶	\$12.00
The Movie Channel⁶	\$12.00
Epix⁷	\$5.99
Playboy⁶	\$19.99
Xfinity TV Latino⁶ Includes up to 50 channels of Spanish language programming	\$10.00
Ultimate TV Upgrade⁸ 50+ Additional Channels	\$18.50
More Sports & Entertainment Package⁸ Includes over 12 channels including NFL RedZone, Outdoor Channel, and TCM	\$9.99
HD Technology Fee⁹	\$9.95
DVR Service¹⁰	\$10.00
Premium DVR Service¹¹	\$20.00
Additional DVR Service¹² (150 hours)	\$10.00
INTERNATIONAL SELECTIONS¹³	
ART: Arabic	\$9.99
TV Globo: Brazilian	\$19.99
Brazilian 2 Pack Includes TV Globo and SporTV	\$24.99
Brazilian 4 Pack Includes TV Globo, SporTV, Band Internacional, and Record TV	\$34.99
Mandarin 2 Pack Includes Phoenix Info News and Phoenix North America	\$6.99
Mandarin 4 Pack Includes CTI Zhong Tian, CCTV4, Phoenix Info News, and Phoenix North America	\$19.99
Filipino 2 Pack Includes GMA Pinoy w/ GMA Video On Demand and GMA Life	\$14.99
Filipino 3 Pack Includes GMA Pinoy w/ GMA Video On Demand, GMA Life, and TFC	\$22.99
TV5MONDE: French With Cinema On Demand	\$9.99

DW Deutsche +: German	\$9.99
Antenna: Greek	\$14.99
The Israeli Network	\$19.99
Rai Italia: Italian	\$9.99
Italian 2 Pack Includes Rai Italia and Mediaset	\$14.99
TV JAPAN	\$24.99
SIC: Portuguese	\$9.99
Portuguese 2 Pack Includes RTPi and SIC	\$14.99
Russian: Impact TV	\$6.99
Russian: TV1000 Kino	\$9.99
Russian: RTN	\$14.99
Russian: RTVI	\$14.99
Russian 2 Pack Includes RTN and TV1000 Kino	\$19.99
Russian 3 Pack Includes RTN, RTVI and TV1000 Kino	\$24.99
Willow: Cricket Add-on With any International package	\$6.99
Willow: Cricket	\$14.99
Zee TV: Hindi	\$14.99
SET: Hindi	\$14.99
Hindi 2 Pack Includes Zee TV and SET	\$24.99
Hindi Pack Includes Zee TV, SET, and TV Asia	\$29.99
Hindi Plus Pack Includes Zee TV, SET, TV Asia, and Willow	\$39.99
SBTN: Vietnamese	\$14.99
TVB Jade: Cantonese	\$10.99
Record TV: Brazilian	\$14.99
ABP News: Hindi	\$7.99
TFC: Filipino	\$11.99

PAY-PER-VIEW AND ON DEMAND SUBSCRIPTION SERVICES	
A&E Crime Central On Demand²⁸	\$4.99
Acorn TV On Demand²⁹	\$6.99
Air 2 Air On Demand²⁸	\$4.99
ALLBLK On Demand²⁹	\$5.99
All Nations Network²⁸	\$4.99
AMC+ On Demand²⁹	\$8.99
Anime Network On Demand²⁹	\$6.99
Black&SexyTV On Demand²⁸	\$4.99
Brown Sugar On Demand²⁸	\$3.99
CineFest On Demand²⁸	\$4.99
Cinemoi On Demand²⁸	\$2.99
Cohen Media Channel On Demand²⁸	\$4.99
Conspiracy TV On Demand²⁸	\$4.99
Con TV On Demand²⁸	\$4.99
Craftsy On Demand²⁸	\$7.99
CultFlix On Demand²⁸	\$4.99
CuriosityStream On Demand²⁹	\$2.99
Curious World On Demand²⁸	\$3.99
Daily Burn On Demand²⁸	\$14.99
Da Vinci Kids On Demand²⁸	\$7.99
Dekkoo On Demand²⁸	\$9.99
Disney Story Central On Demand²⁹	\$4.99
DJAZZ On Demand²⁸	\$6.99

Refer to the last page for additional information. For information about Xfinity policies and terms of service, go to [xfinity.com/policies](https://www.xfinity.com/policies).

Docurama On Demand ²⁸	\$4.99
DOGTV On Demand ²⁹	\$4.99
Dove Channel On Demand ²⁸	\$4.99
Echoboom Sports On Demand ²⁸	\$5.99
Fandor On Demand ²⁸	\$3.99
Filipino On Demand ²⁹	\$7.99
Filipino On Demand ²⁹ w/a Filipino international selection	\$5.99
FitFusion On Demand ²⁹	\$6.99
FlixFling On Demand ²⁸	\$7.99
Fox Nation On Demand ²⁹	\$5.99
Gaia On Demand ²⁹	\$11.99
Gaiam TV Fit & Yoga On Demand ²⁹	\$7.99
Gravitas Movies On Demand ²⁸	\$4.99
Great American Living On Demand ²⁸	\$4.99
Grokker Yoga Fitness On Demand ²⁹	\$6.99
Hallmark Movies Now On Demand ²⁸	\$5.99
here! TV On Demand ²⁹	\$7.99
History Vault On Demand ²⁹	\$4.99
Hitz ^{29,30}	\$12.00
Hi-YAH! On Demand ²⁸	\$2.99
Hopster On Demand ²⁸	\$6.99
IMPACT Wrestling Channel On Demand ²⁸	\$7.99
InSightTV On Demand ²⁸	\$4.99
Kidstream On Demand ²⁹	\$4.99
Kidz Bop+ On Demand ²⁸	\$4.99
Kocowa On Demand ²⁸	\$6.99
kweliTV On Demand ²⁸	\$5.99
Lifetime Movie Club On Demand ²⁹	\$4.99
Lion Mountain TV On Demand ²⁸	\$3.99
MagellanTV On Demand ²⁸	\$4.99
Marquee TV On Demand ²⁸	\$8.99
MHz Choice On Demand ²⁸	\$7.99
Miniteve On Demand ²⁸	\$1.99
Music Choice Karaoke On Demand ²⁸	\$6.99
Music Choice Holiday On Demand ²⁸	\$2.99
Music Choice Lo-Fi On Demand ²⁸	\$5.99
Music Choice Relax On Demand ²⁸	\$5.99
MyOutdoorTV On Demand ²⁸	\$9.99
One Day University On Demand ²⁸	\$7.99
Outside TV Features On Demand ²⁸ (Effective 12/16/22)	\$1.99
OUTtv On Demand ²⁸	\$3.99
Pantaya On Demand ²⁹	\$5.99
Passionflix On Demand ²⁸	\$5.99
Pay-Per-View and On Demand Movies and Events ^{29,31} (per title or event)	Prices Vary
PlayKids On Demand ²⁸	\$6.99
PREMO On Demand ²⁸	\$5.99
Pro Guitar Lessons On Demand ²⁸	\$4.99
Qwest TV On Demand ²⁸	\$4.99
Real Vision On Demand ²⁸	\$14.99
Revry On Demand ²⁸	\$6.99
Screambox On Demand ²⁸	\$4.99
Sport Now Insight On Demand ²⁸	\$4.99
Stingray Classica On Demand ²⁹	\$6.99
Stingray Karaoke On Demand ²⁹	\$6.99
Stingray Qello On Demand ²⁸	\$7.99
Streampix ³²	\$4.99
Sweat Factor On Demand ²⁸	\$4.99
The Great Courses Signature On Demand ²⁸	\$7.99

The Jewish Channel On Demand ²⁹	\$6.99
The Reading Corner On Demand ²⁸	\$3.99
Too Much for TV On Demand ²⁹	\$14.99
Topic On Demand ²⁸	\$5.99
True Royalty On Demand ²⁸	\$5.99
TumbleBooksTV On Demand ²⁹	\$4.99
UP Faith and Family On Demand ²⁹	\$5.99
Viaplay On Demand ²⁸	\$4.99
Walter Presents On Demand ²⁸	\$6.99
WHAM On Demand ²⁸	\$2.99
WildBrain On Demand ²⁸	\$5.99
ZooMoo On Demand ²⁸	\$2.99
Arouse On Demand ^{29,33}	\$19.99
Yippee TV On Demand ²⁸	\$7.99
Buku TV On Demand ^{29,33}	\$19.99
Evil Angel On Demand ^{29,33}	\$19.99
Falcon On Demand ^{29,33}	\$19.99
Girlfriends Films On Demand ^{29,33}	\$19.99
Homegrown Amateur On Demand ^{29,33}	\$19.99
Hustler On Demand Subscription ^{29,33}	\$19.99
Mature Lust On Demand ^{29,33}	\$19.99
Penthouse On Demand ^{29,33}	\$19.99
TEN On Demand Subscription ^{29,33}	\$19.99
Urban Fantasy On Demand ^{29,33}	\$19.99
Vivid On Demand Subscription ^{29,33}	\$19.99
Vixen On Demand ^{29,33}	\$19.99
Wicked On Demand ^{29,33}	\$19.99
XTSY On Demand ^{29,33}	\$19.99
Zero Tolerance On Demand ^{29,33}	\$19.99

SPORTS PACKAGES¹⁴

MLB Extra Innings	Call 1-800-XFINITY for pricing
NHL Center Ice	Call 1-800-XFINITY for pricing
NBA League Pass	Call 1-800-XFINITY for pricing

XFINITY INTERNET^{1,15}

Connect	\$61.00
Connect More	\$73.00
Fast	\$83.00
Superfast	\$93.00
Gigabit	\$103.00
Gigabit Extra ¹⁶	\$113.00
Gigabit x6 ^{16,17}	\$299.95
Internet/Voice Equipment Rental	\$15.00
Gigabit x6 Cable Modem/Router	\$19.95
Unreturned or Damaged Equipment Fees ¹⁸ (per piece, per occurrence)	Replacement Cost
Gigabit x6 Activation Fee (per occurrence)	Up to \$500.00

XFINITY HOME

Pro Protection ¹⁹ Includes professional monitoring plus real-time notifications and alerts	\$50.00
Pro Protection Plus ²⁷	\$60.00

XFINITY VOICE ^{1,20}	
Xfinity Voice	\$30.00

XFINITY DISCOUNTS²¹

2 Product Discount	\$20.00
3 Product Discount	\$40.00
4 Product Discount	\$60.00
Autopay and Paperless Billing Discount ²² (For customers enrolled before 8/30/2022)	\$10.00
Autopay and Paperless Billing Discount (Credit or Debit Card) ²²	\$5.00
Autopay and Paperless Billing Discount (Bank Account) ²²	\$10.00

XFINITY EQUIPMENT

TV Box (Includes Remote)	\$9.00
TV Adapter for Primary TV (Includes Remote)	\$9.00
TV Adapter (Limited Basic — Primary TV, Includes Remote)	\$0.00
TV Adapter (Limited Basic — 1st and 2nd Additional TVs, Includes Remote)	\$0.00
TV Adapter (Limited Basic — 3rd Additional TV, Includes Remote)	\$0.50
CableCARD (First card in device)	\$0.00

INSTALLATION

(PER OCCURRENCE UNLESS NOTED)

Professional Installation ²³ (per line of business, applies to TV, Voice, and Internet)	\$100.00
Self Installation Plus ²⁴	\$39.99
In-Home Service Visit	\$100.00
Xfinity Home Pro Protection Installation	\$100.00
Xfinity Internet Gigabit x6 Professional Installation	Up to \$500.00

REACTIVATION

(NO IN-HOME VISIT REQUIRED—PER OCCURRENCE UNLESS NOTED)

Reactivation - TV	\$6.00
Reactivation - Internet	\$6.00
Reactivation - Voice	\$6.00

MISCELLANEOUS

(PER OCCURRENCE UNLESS NOTED)

Regional Sports Fee ²⁵ (per month)	\$9.35
Returned Payment Item (each)	\$25.00
Late Fee	\$10.00
Agent Assisted Payment For payment made by phone with a Customer Care Representative	\$5.99
Unreturned or Damaged Equipment Fees ²⁶ (per piece)	Replacement Cost
Getting Started Kit Shipping and Handling	\$15.00
Getting Started Kit Shipping and Handling (Priority Shipping)	\$29.95
Remote Shipping and Handling	\$10.00
Cable Guide Magazine (per month)	\$4.99

¹ Certain services available separately or as a part of other levels of service. Xfinity services are subject to Comcast's standard terms and conditions of service. Unless otherwise specified, prices shown are the monthly charge for the corresponding service, equipment or package. Prices shown do not include applicable taxes, franchise fees, FCC fees, Regulatory Cost Recovery, Public Access fees, other state or local fees or other applicable charges (e.g., per-call toll or international charges). Prices, services and features are subject to change. If you are an Xfinity TV customer and you own a compatible TV Box or CableCARD device, please call 1-800-XFINITY for pricing information or visit www.xfinity.com/equipmentpolicy. © 2022 Comcast. All rights reserved.

² Requires TV Box, CableCARD, or compatible customer owned device.

³ Applies to Limited Basic.

⁴ Requires Xfinity Internet service, Flex, and compatible customer owned device or Flex Streaming TV Box.

⁵ Requires Limited Basic, Choice TV Select, or Choice TV.

⁶ Requires Limited Basic.

⁷ Requires Limited Basic, HD Technology Fee and TV Box, CableCARD, or compatible customer owned device.

⁸ Requires Popular TV.

⁹ Not available to customers with Limited Basic only. Must subscribe to HD Technology Fee to receive HD programming.

¹⁰ Requires HD Technology Fee.

¹¹ Requires More Sports & Entertainment Package or Popular TV or higher, Connect or higher, TV Box or compatible customer owned equipment.

¹² Requires Premium DVR Service, HD Technology Fee, and TV Box or compatible customer owned device.

¹³ Requires Limited Basic with X1 TV Box or compatible customer owned device and Xfinity Internet service.

¹⁴ Requires Limited Basic, HD Technology Fee, X1 TV Box, or compatible customer owned device with Xfinity Internet. Sports packages will automatically renew at the start of each season at that seasons full-season early-bird rate, provided Comcast still carries the package. Subscription will automatically be billed in 4 total payments. Call 1-800-XFINITY to cancel subscription within 30 days of first charge to bill. Charges are non-refundable after 30 days of first charge to bill. Other restrictions may apply. Customers enrolled in the auto-renewal program moving to another Comcast serviceable address and continuing service with Comcast in or out of season, will remain enrolled in the auto-renewal program.

¹⁵ Internet/Voice Equipment required. For more information regarding Xfinity Internet go to <http://www.xfinity.com/internet-service.html>.

¹⁶ Not available in all areas. May require installation and non-refundable installation charge.

¹⁷ Requires 2 year contract. Monthly rental of Gigabit x6 cable modem/router additional. Activation and professional installation fees additional. Gigabit x6 does not qualify for Comcast 30-day money back guarantee.

¹⁸ Contact 1-800-XFINITY for questions regarding equipment replacement charges.

¹⁹ Equipment required at an additional cost. For additional information go to <http://www.xfinity.com/homesecurity>.

²⁰ Requires Internet/Voice Equipment. Unlimited pricing applies only to direct dialed calls from home to locations included in the plan. Plan does not include other international calls. For more information regarding Xfinity Voice pricing go to <https://www.xfinity.com/Corporate/About/PhoneTermsOfService/ComcastDigitalVoice/cd/residential>.

²¹ Multi Product discounts do not apply to certain Xfinity TV and Xfinity Internet services, including but not limited to: Limited Basic, Choice TV Select, Internet Essentials, and services purchased under a bulk service agreement.

²² Autopay and Paperless Billing Discount requires enrollment in both automatic payment and paperless billing.

²³ Standard installation includes installation of service line up to 125 feet from existing Comcast plant. Comcast does not perform custom installations including installations which require in-wall wiring, wiring in extensive drop ceilings, basements, or crawl spaces. Includes standard installation of Xfinity TV, Xfinity Internet, and/or Xfinity Voice including installation of additional outlets. Does not include installation charges for Gigabit x6 Internet Service or Xfinity Home Pro Protection.

²⁴ Includes delivery of up to a total of three Get Started Kits for Xfinity TV, Xfinity Internet, or Xfinity Voice and a network signal test at the service address. Requires prior successful activation of Xfinity TV, Internet, or Voice at service address. Does not include installation or relocation of in home wiring, equipment installation, setup or troubleshooting, or installation of Xfinity Home or Xfinity Gigabit x6 Internet.

²⁵ Applies to Popular TV and above.

²⁶ Contact 1-800-XFINITY for questions regarding equipment replacement charges.

²⁷ Includes Pro Protection and 24/7 Video Recording for up to 6 cameras. Equipment required at an additional cost. For more information on 24/7 Video Recording go to <http://www.xfinity.com/viderecording>.

²⁸ Requires Limited Basic with X1 TV Box and Xfinity Internet service.

²⁹ Requires Limited Basic and Xfinity Internet.

³⁰ Requires Limited Basic TV service and a compatible Xfinity TV Box or customer owned device.

³¹ Price of Pay-Per-View and On Demand Movie or Event is displayed prior to the completion of the Pay-Per-View, or On Demand ordering process.

³² Requires Limited Basic and TV Box and remote or compatible customer owned device. Requires HD Technology Fee to receive HD programming.

³³ One month minimum purchase required. Not available in all areas.

Xfinity Home License Numbers:

AL: 001484, 001504; **AR:** 12-030; **AZ:** ROC 280515, BTR 18287-0; **CA:** CSLB 974291, ACO 7118; **CT:** ELC 0189754-C5; **DE:** FAL-0299, FAC-0293, SSPS 11-123; **FL:** EF0000921, EF20001002, EF0001095; **GA:** LVU406303, LVU406264, LVU406190, LVU406354; **IL:** PACA 127-001503; **LA:** F1691; **MA:** SS-001968; **MD:** 107-1776; **ME:** LM50017039; **MI:** 3601206217; **MN:** T5674412; **NC:** 2335-CSA; **NJ:** Burglar and Fire Alarm Business Lic. # 34BF00047700; **NM:** 373379; **NY:** licensed by the N.Y.S. Department of State 12000305421; **OH:** LIC# 53-89-1732; **OR:** CCB 192945; **SC:** BAC-13497, FAC-13440; **TN:** ACL 1597, ACL 1604; **TX:** ACR-1672104-, 1818, B16922, B02571; **UT:** 8226921-6501; **VA:** 2705145289, DCJS 11-7361; **VT:** ES-02366; **WA:** COMCABS892DS; **WASHINGTON, DC:** ECS 902687, BBL 602512000005; **WV:** WV049211.

MS: 15018010

Valid 1/1/22. See www.xfinity.com/home-security for current list.

87781000: 1010;1020;1030;1040;1050;1060;1070;1080;1090

[06-26-23]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION adopting the City/County Telecommunications Commission (“Commission”) Biennial Report regarding cable television franchise compliance by the cable operator Comcast of Washington V, LLC (“Comcast”).

WHEREAS, the Commission has regularly reviewed the performance of Comcast and compliance with the terms and conditions of the cable television franchise.

WHEREAS, the Commission has documented its review and findings regarding compliance by Comcast with the provisions of the cable television franchise by submitting a biennial report to the Vancouver City Council and the Clark County Council, and

WHEREAS, the Cable Communications Policy Act of 1984 (Public Law 98-549), 47 U.S.C Section 546(d), requires that franchise authorities, in this case the City of Vancouver and Clark County, provide cable operators with written notice and the opportunity to correct any franchise violations which may occur during the course of the franchise, if such violations are to be considered during the franchise renewal process.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That the Vancouver City Council adopts, ratifies, and affirms the PROGRESS REPORT ON THE COMCAST CORPORATION VANCOUVER/CLARK COUNTY FRANCHISE AGREEMENT, dated June 2023 on the performance of Comcast and compliance with the terms and conditions of the cable television franchise.

RESOLUTION - 1

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young City Attorney

RESOLUTION - 2



Staff Report: 120-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT MFTE Program- Target Areas Addition Resolution

Key Points

- The City is proposing to expand the multifamily housing tax exemption program to additional target areas within the City of Vancouver.
- RCW 84.14 requires specific procedures and approval criteria to be satisfied in order to create new residential target areas for the multifamily housing tax exemption program.
- The purpose of this resolution is to provide public notice of the City's intent to create new residential target areas and thereby satisfy the procedural requirements of RCW 84.14.040 (2) and (3).

Strategic Plan Alignment

Goal 3: Create new programs that engage people of all ages, cultures, family configurations, educational backgrounds, trades and professions

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents

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

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

Present Situation

The City of Vancouver hired economics consultant ECONorthwest to examine the performance of the City's Multifamily Tax Exemption (MFTE) program for multifamily residential construction projects. Specifically, the City asked ECONorthwest to analyze potential expansion of the program to additional geographic areas and to test various development scenarios and impacts on for feasibility within the new proposed target areas. ECONorthwest completed an economic analysis that reflects a developer's decision-making perspective. The recommendations from the analysis can be summarized as follows:

1. Expand the MFTE program to additional target areas
2. Establish appropriate level of affordability possible based on target area market factors
3. Determine minimum density goals in each target area and tailor program requirements to achieve those goals
4. Prioritize density where possible in each target area
5. Implement a fee-in-lieu option if additional density is not possible
6. Utilize fee-in-lieu and increased density instead of temporary onsite affordability to achieve deeper affordability (60% MFI and lower)

Additional Target Areas

City staff worked with ECONorthwest to identify proposed target areas that would support transit use and walkable communities along commercial corridors and hubs across the entire city. The resulting new target areas include:

- Downtown Waterfront
- Vancouver City Center
- East Vancouver
- Uptown
- Evergreen / Grand Corridor
- Fourth Plain Corridor
- Mill Plain Corridor
- Upper Main Street Corridor
- The Heights

Level of Affordability

The study indicated that:

- Development in most of the target areas could support projects with 100% MFI units however 100% MFI rents are very close to market rents in most of the city and therefore may not represent the most value-added use of the MFTE exemption.
- The MFTE benefit can produce residential units that are affordable to households at 80% MFI in most target areas using a 12-year tax exemption depending on market conditions. This option is a predictable approach for achieving on-site production of affordable units but doesn't produce deeply affordable units (e.g., 60% MFI and lower).
- The current MFTE benefit will not provide incentive enough to produce 60% MFI units without additional stimulus or subsidy.

Unit Density Levels

Because the proposed target areas vary in the types of development that can be supported (small plexes up to large towers), the target area density requirements and options need to adjust accordingly to match the market condition allowances specific to the target area. The table below provides the proposed fee-in-lieu levels and minimum target densities for each target area.

Residential Target Area	Market Rate Fee in Lieu	Market Rate Density
Downtown Waterfront	50%	275 dwelling units/acre + 25% fee
Vancouver City Center	50%	225 dwelling units/acre+ 25%

		fee
East Vancouver	50%	200 dwelling units/acre+ 25% fee
Uptown	25%	160 dwelling units/acre
Evergreen / Grand	25%	90 dwelling units/acre
Fourth Plain Corridor	25%	90 dwelling units/acre
Mill Plain Corridor	25%	90 dwelling units/acre
Upper Main Street Corridor	25%	90 dwelling units/acre
The Heights*	NA	NA

The densities for each target area were a combination of the underlying zoning densities and other zoning factors such as minimum parking spaces, maximum building heights, and required first floor commercial space. ECONorthwest determined that the target areas with potential for higher density tower and podium development were the Vancouver Waterfront and Vancouver City Center, and possibly the East Vancouver target areas. The Heights District, Evergreen / Grand area and the Uptown target areas were determined to accommodate 4-story wood frame and possibly podium size development. The remaining three transit corridors areas can accommodate small plexes up to 4-story wood frame development. Target areas are comprised of parcels with different zoning designations. Only the commercially zoned parcels within the target areas would be able to meet the higher target densities. The multifamily, residentially zoned parcels are restricted to their underlying density limits that currently top out at approximately 35 units per acre, therefore the fee-in-lieu rate is less in these areas.

Prioritize density

In target areas where lower density development is already feasible, this program can be used to help incentivize developers to produce more dense housing projects. More dense housing means a more efficient use of increasingly scarce, and expensive land. More dense housing in targeted locations can also support additional city goals such as transit ridership and complete, walkable neighborhoods.

Implement a fee-in-lieu option

In most of the target areas, the MFTE program cannot deliver both increased density (in more expensive construction types) and affordability. However, the market rate program option in most areas is valuable enough to be an option that is available in exchange for a public benefit fee, and the fees generated could then be used by the City to provide more permanent affordable housing opportunities elsewhere.

Achieve deeper affordability through fee-in-lieu

A public benefit fee, in exchange for the market rate option, could be used to invest in more deeply affordable housing below 80% MFI off-site. The fee in lieu amount can be higher for development types that are already feasible in target areas, and lower for denser development types sought by the City. This fee is more likely to be used to create permanently affordable units which would likely advance affordability goals further than the limited-duration affordable units delivered on site through the affordable MFTE program options.

Approval Criteria:

Per RCW 84,14,040 and VMC 3.22.020, the creation of new target areas is required to meet the following criteria:

1. *The target area is located within an urban center*; Finding: All of the proposed target areas are distinct, identifiable districts located on transit service routes and within walksheds of business establishments, public facilities, and a mixture of uses and activities, where residents may obtain a variety of products and services.
2. *The target area lacks sufficient available, desirable, affordable, and convenient residential housing to meet the needs of the public who would likely live in the urban center if desirable, affordable, attractive, and livable places were available*; and Finding: The ECONorthwest market analysis data showed that:
 1. Clark County population is growing twice as fast as the other metro counties.
 2. 2020 saw a large decline in multifamily unit production.
 3. Vacancy rates in Vancouver are still low at 5%.
 4. 52% of households in Vancouver are renters.
 5. 51 % of renter households in Vancouver are cost burdened spending more than 30% of their income on rent and utilities.
 6. In just the ten years the median home sale price has more than doubled to over \$422,000.
 7. Entry level home production is at a national 50-year low.
3. *The providing of additional housing opportunities in the target area will assist in achieving the following purposes:*
 1. *Encourage increased residential opportunities within the target area, including income-based housing opportunities; or*
 2. *Stimulate the construction of new multi-family housing and/or the rehabilitation of existing vacant and underutilized buildings for multi-family housing; or*
 3. *Where appropriate, stimulate the construction, rehabilitation or conversion of existing vacant and underutilized multi-family rental units to owner-occupied multi-family housing as such property redevelops.*

Finding: By potentially expanding and revising the MFTE program requirements in Vancouver, the City is hoping developers will use the program to create both denser and more affordable housing. The new targets areas are distributed across the entire city in areas supporting multiple development types from smaller plexes to larger tower development. More dense housing means a more efficient use of increasingly scarce, and expensive, land which is ideal given the decades-long lifecycle of new construction. More dense housing in targeted locations can also support additional city goals such as transit ridership and complete neighborhoods.

Staff concludes that, based on the ECONorthwest analysis data and program evaluation, the proposed residential target areas meet the requirements of RCW 84.14 and VMC 3.22.

Advantage(s)

1. Adding residential targets areas will expand housing production, density, and affordability.
2. Adding residential targets areas will help support businesses on transit routes and walksheds.
3. The market rate fee in lieu of affordability option will simplify the required public benefit negotiation.
4. The market rate fee in lieu of affordability option will help leverage affordable housing development below 80% median family income.

Disadvantage(s)

Increased program participation will addition limited term foregone tax revenue.

Budget Impact

Although the residential portion structure property taxes will be exempt for 8 or 12 years per project, the City will still receive taxes from the land value and other additional revenues from the development including sales tax, permit fees, and system development charges. The City will receive more taxes from the exempt development than a vacant parcel. There will be a small incremental increase in demand for public services during the development exemption periods without associated tax revenues. Following the expiration of each exemption period, the exempt development will return to the tax base as "new construction" and the City and other taxing districts will begin receiving the full residential structural portion of the property taxes.

Prior Council Review

- March 28, 2022 ECONorthwest Housing Market Study Workshop
- July 25, 2022 Housing Strategies Workshop
- August 8, 2022 ECONorthwest MFTE Program Evaluation Workshop
- June 5, 2023 Proposed Ordinance Change Workshop

Action Requested

Adopt resolution of intent to add additional residential target areas, allowing the proposed changes the City Multi Family Housing Tax Exemption Program under VMC 3.22 to proceed to public hearing.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

ATTACHMENTS:

- MFTE Target Area Addition Resolution

[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver regarding the City of Vancouver Multi-family Housing Tax Exemption Program and the modification of existing Residential Target Areas and designation of new Residential Target Areas to expand the program to other areas of the city.

WHEREAS, in 1997 the City of Vancouver adopted Ordinance M-3314 codified at Chapter 3.22 VMC to promote the establishment of housing for low- and moderate-income families and individuals through the granting of property tax exemptions for such housing, and

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated certain Residential Target Areas as eligible for the provision of limited property tax exemptions for new multi-family residential housing

WHEREAS, in order to establish new Residential Target Areas, certain criteria must be met before an area may be designated as eligible for tax exemption applications under Chapter 84.14 RCW, and

WHEREAS, RCW 84.14.040 (2) states that a governing authority shall adopt a resolution of intent to designate one or more areas, thereby notifying the public of its intent; and

WHEREAS, in accordance with RCW 84.14.040(2) the resolution must state the time and place of a hearing to be held by the governing authority to consider the designation of the area(s); and

RESOLUTION - 1

WHEREAS, notice of the public hearing was published once each week for two consecutive weeks (Friday June 16, 2023, and Friday June 23, 2023), not less than seven days, nor more than thirty days before the date of the hearing in accordance with RCW 84.14.040(3)

WHEREAS, it is the intent of the City Council hold a public hearing to consider modifying existing and designating new Residential Target Areas to expand the MFTE program to help promote additional multifamily housing units and densities and to support affordable housing efforts, and

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City Council intends to modify existing and designate new Residential Target Areas as shown in Exhibit A, attached to this resolution as residential targeted areas.

Section 2. A public hearing to seek public comment on and consider modifying existing as well as the designation of new residential targeted areas will be held at a regular meeting of the City Council on July 3, 2023, at 6:30 p.m. in the Vancouver City Council Chambers located at 415 W 6th Street. The hearing has been noticed in accordance with RCW 84.14.040(3).

ADOPTED at a Regular Meeting of the Vancouver City Council this 23rd of June 2023.

Anne McEnerny-Ogle, Mayor

Attest:

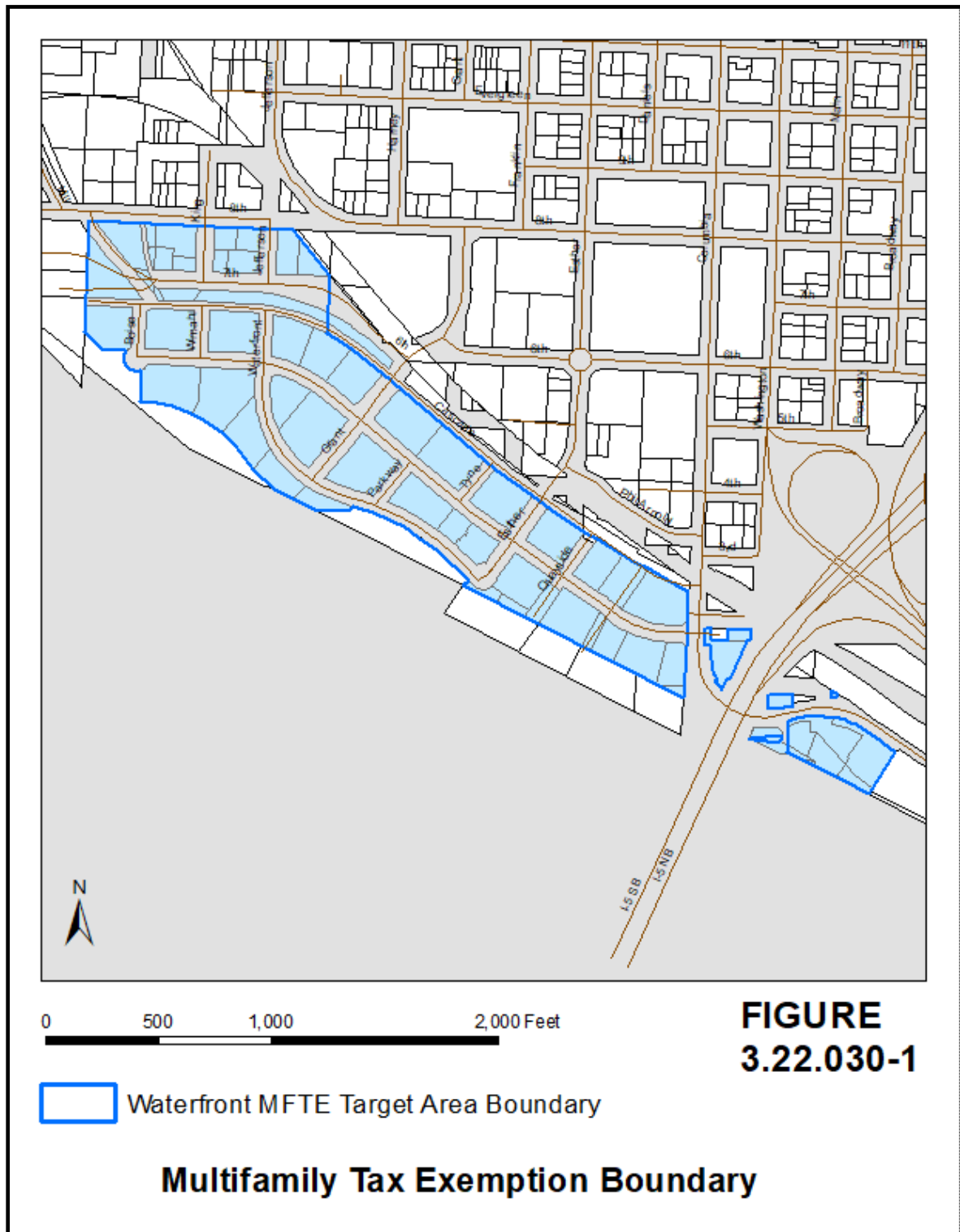
Approved as to form:

Natasha Ramras, City Clerk

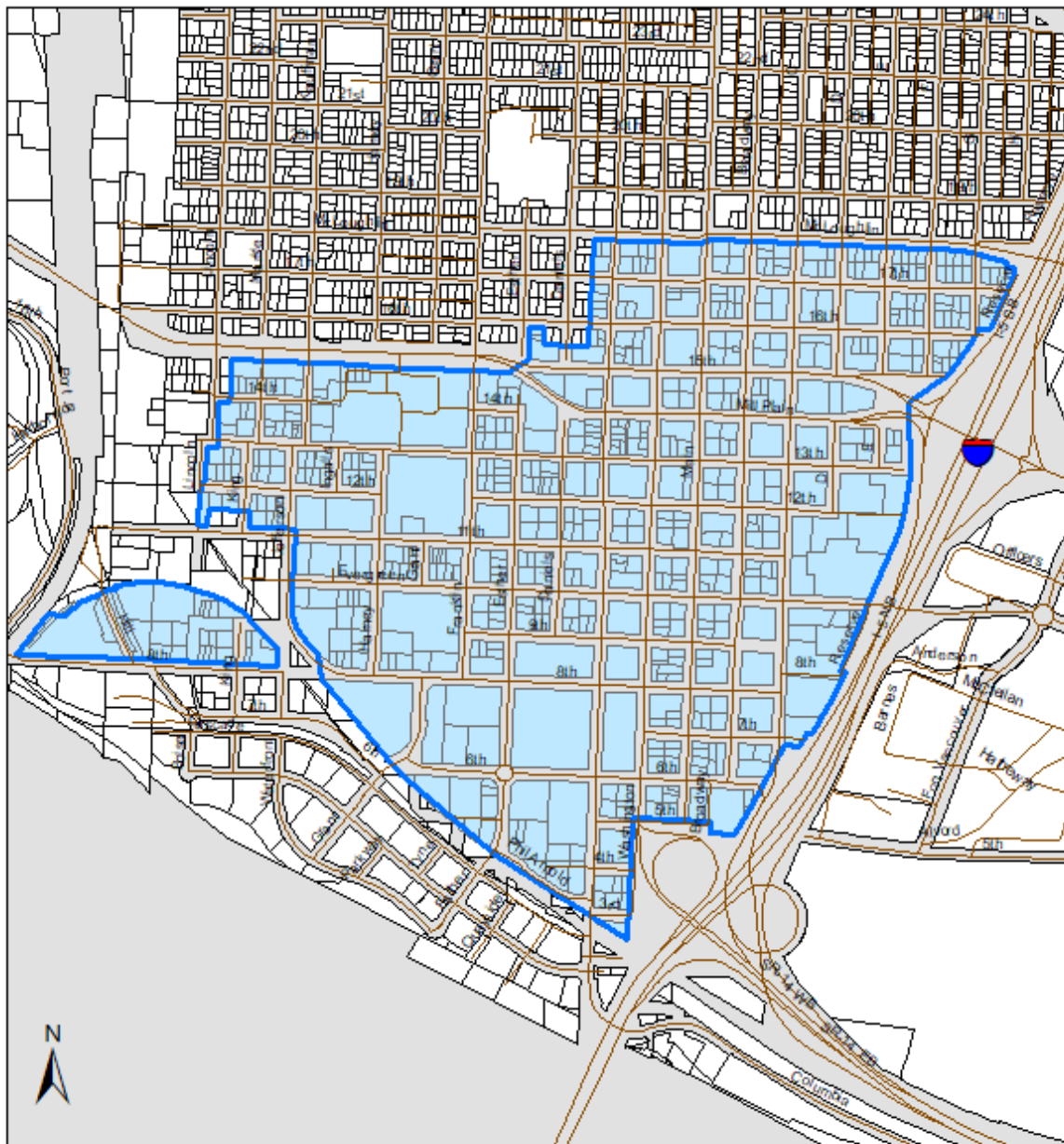
Jonathan Young, Acting City Attorney

RESOLUTION - 2

Resolution
Exhibit A
Proposed Target Areas



RESOLUTION - 3

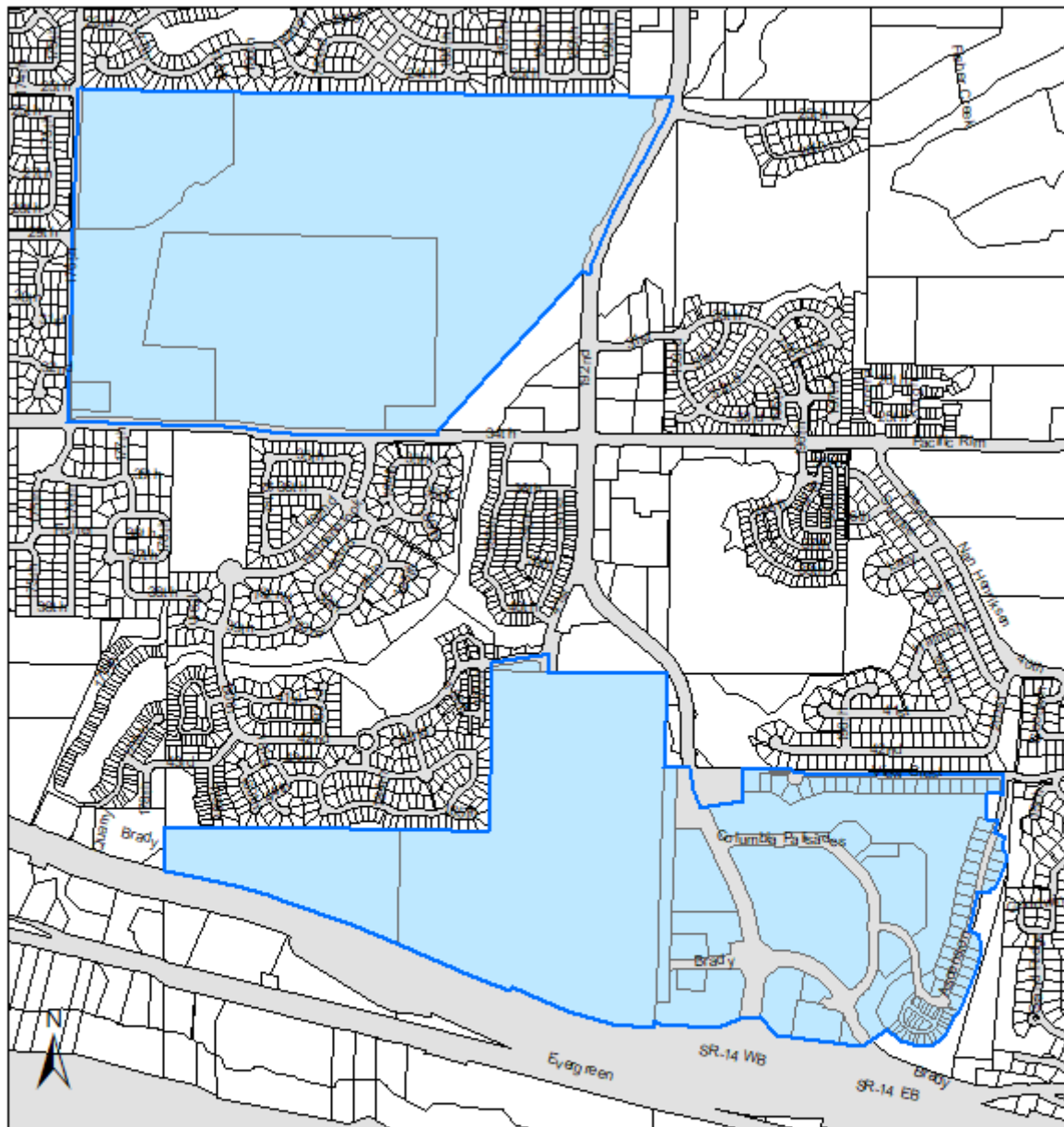


**FIGURE
3.22.030-2**

 Vancouver City Center MFTE Target Area Boundary

Multifamily Tax Exemption Boundary

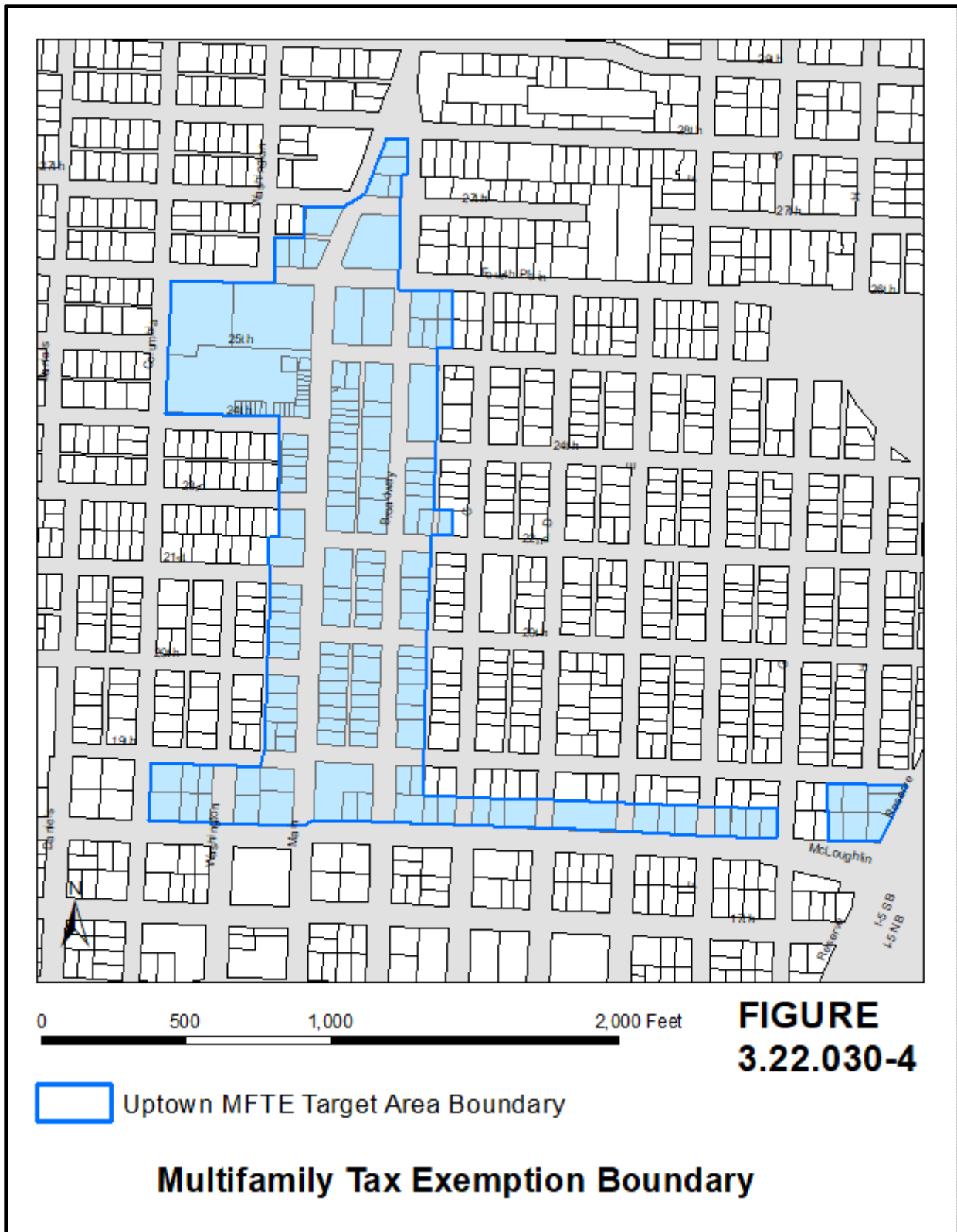
RESOLUTION - 4



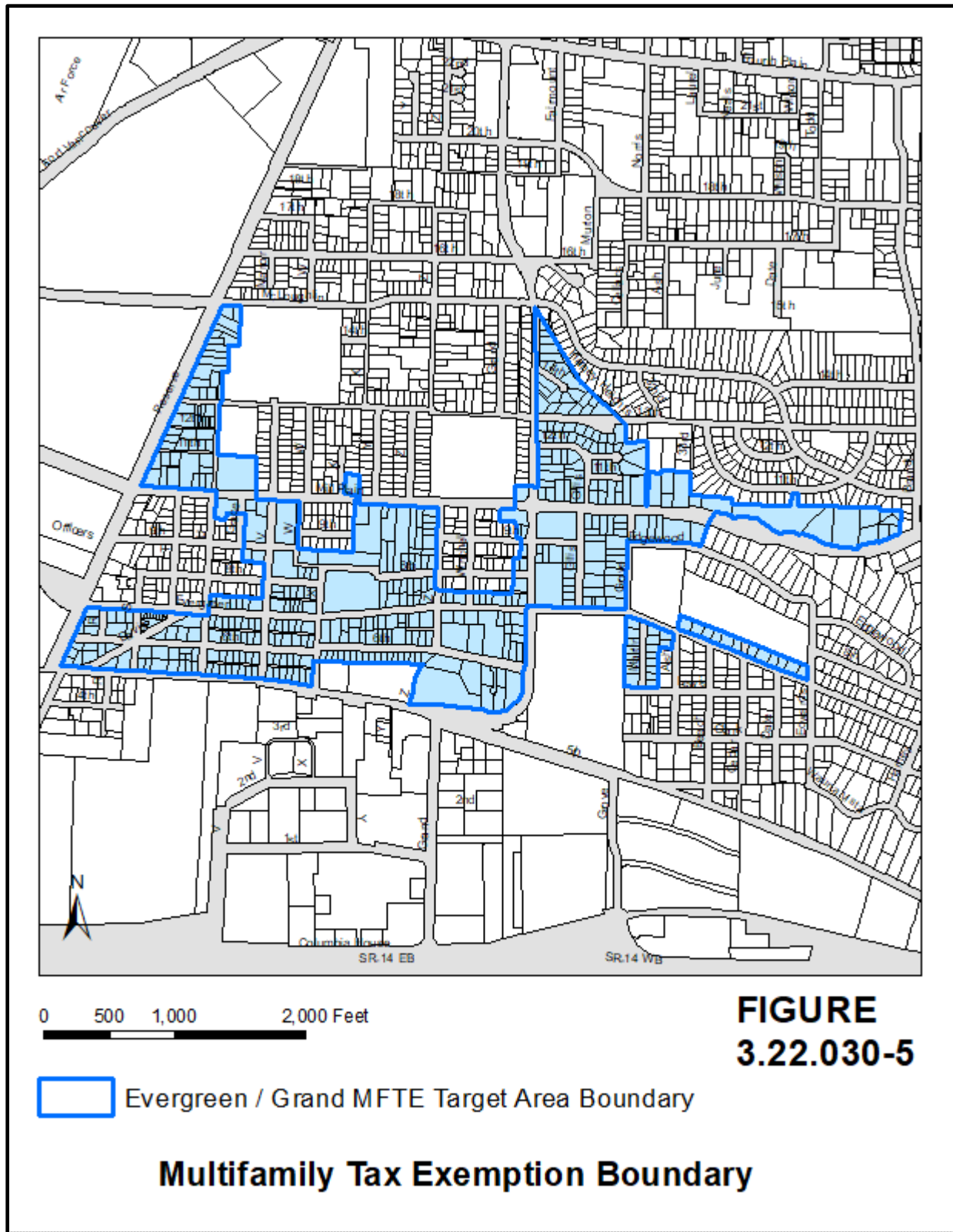
**FIGURE
3.22.030-3**

 East Vancouver MFTE Target Area Boundary

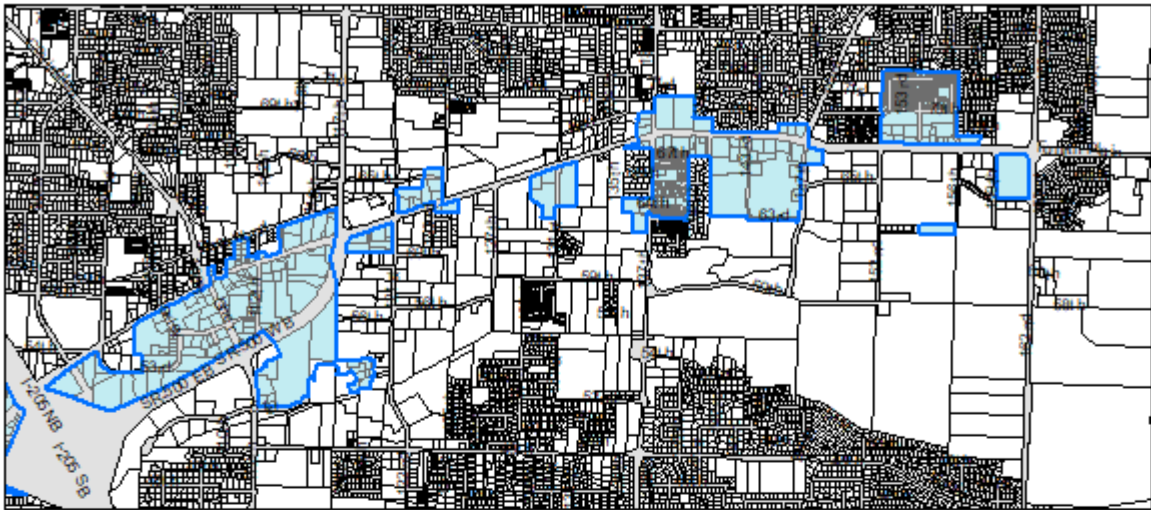
Multifamily Tax Exemption Boundary



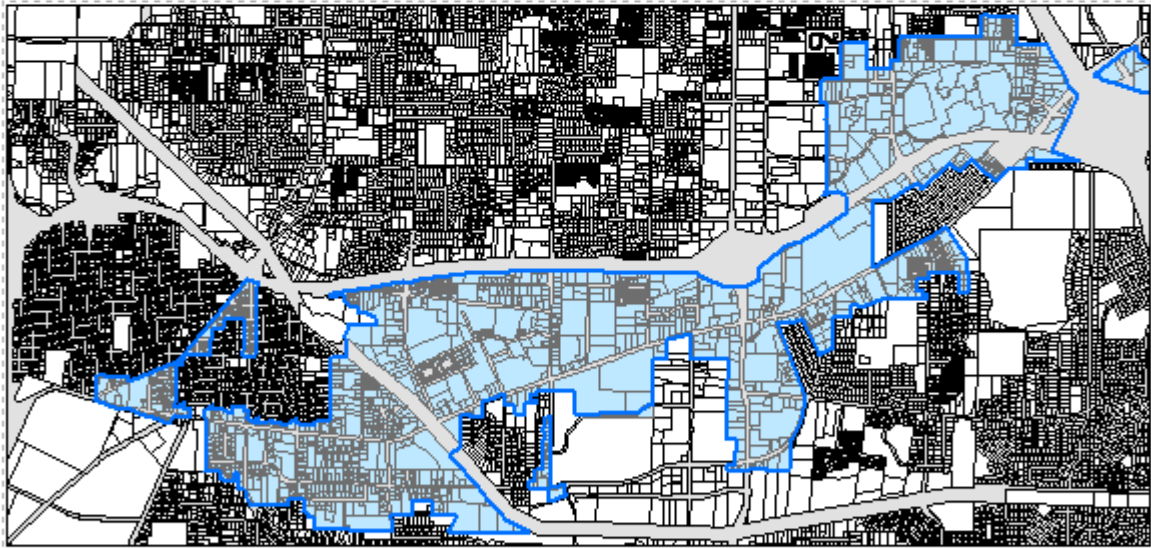
RESOLUTION - 6



RESOLUTION - 7



N
0 0.25 0.5 1 Miles East of I-205



N
0 0.25 0.5 1 Miles West of I-205

**FIGURE
3.22.030-6**

 Fourth Plain MFTE Target Area Boundary

Multifamily Tax Exemption Boundary

RESOLUTION - 8

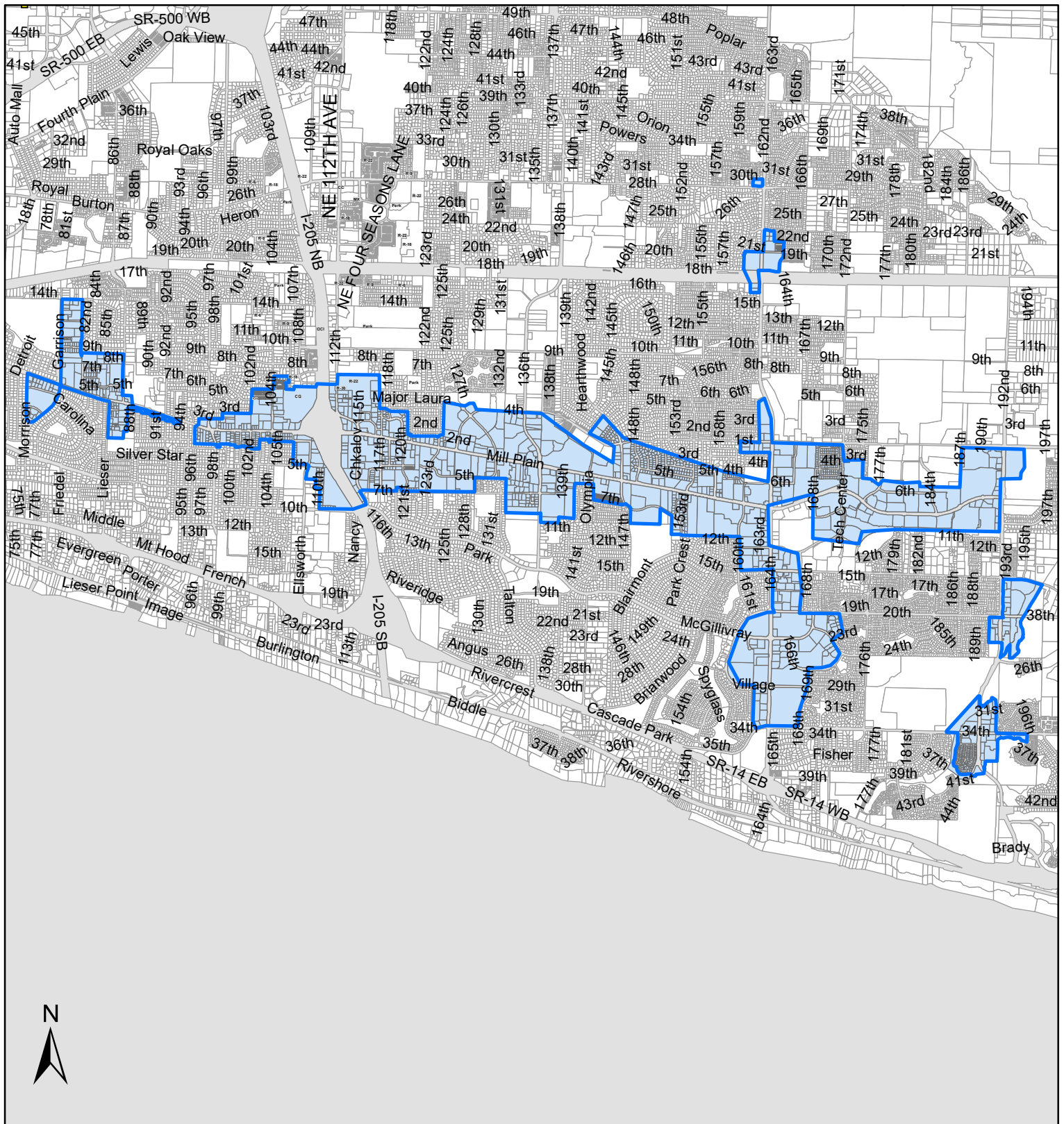
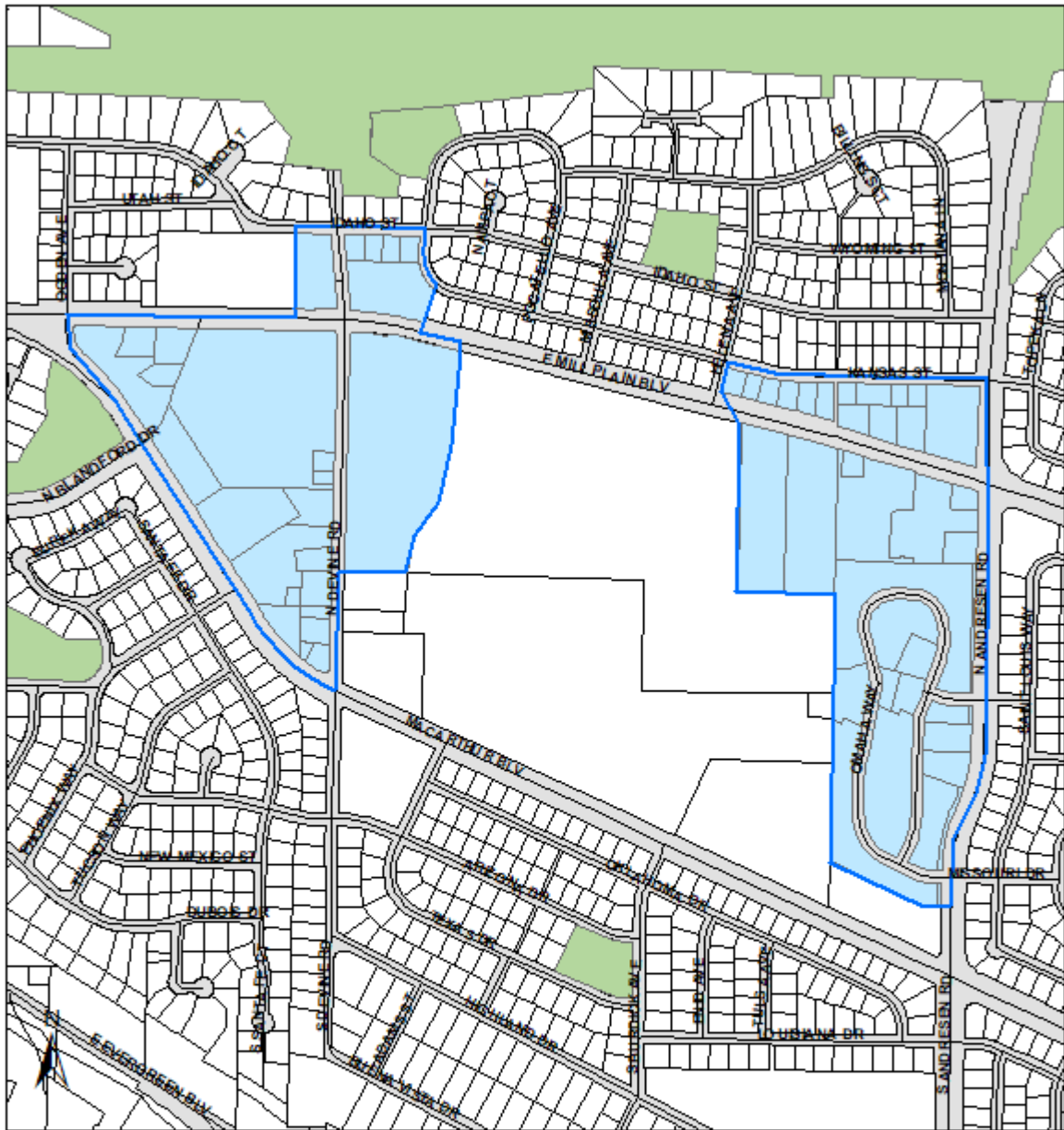


FIGURE
3.22.030-7

 Mill Plain MFTE Target Area Boundary

Multifamily Tax Exemption Boundary



**FIGURE
3.22.030-9**

 The Heights MFTE Target Area Boundary

Multifamily Tax Exemption Boundary



Staff Report: 121-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT MFTE Program- Proposed VMC Ordinance Changes

Key Points

- Add additional Residential Target Areas to expand MFTE program participation.
- Elimination of the negotiated market-rate public benefit development agreement. Replace with a public benefit fee in lieu of affordable housing units.
- Prioritize density through public benefit fee-in lieu option.
- Elimination of 10-year income-based exemption option.
- Add post-exemption, 5-year rent increase limit of 5%, adjusted annually with the Consumer Price Index factor, to discourage displacement of income-vulnerable tenants.
- Add an additional 12-year extension option for expiring MFTE certificates.
- Add incentive for ownership opportunity projects.
- Additional minor language changes to increase the clarity and efficiency of the ordinance.
- An update to the proposed MFTE policies, target areas and density goals may be necessary after the pending Comprehensive Plan update process.

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 8: Strengthen commercial, retail and community districts throughout the city

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents

Present Situation

Program History

MFTE (Multifamily Housing Tax Exemption) programs are property tax waiver programs adopted by cities and counties to support local housing and economic development goals. Local governments can issue limited term tax exemptions for new construction, conversion, and rehabilitation of multifamily residential improvements for projects with at least four residential units.

The MFTE program is one of many tools that the City of Vancouver uses to encourage economic development, housing production and affordability.

The City of Vancouver adopted the initial MFTE program ordinance in 1997 creating the Vancouver City Center Vision residential Target area. The first MFTE project, the Heritage Building mixed use development, located on the north side of Esther Short Park was the foundation for the resurgence of the downtown core. That initial MFTE investment set off a series of subsequent investments around the park including the Esther Short Park bandstand renovation, the private donation of the Propstra bell tower and public square, the Vancouver center complex development, the Hilton Hotel and Conference Center, and Esther Short Commons building. The MFTE program continues to stimulate development today throughout the city center including several buildings on the Vancouver waterfront.

In 2011 the MFTE ordinance was amended to add the Fourth Plain residential target area and an option for income-based developments.

Since inception the MFTE program has approved 40 developments adding 3,982 new housing units including 366 income-based units. Another 7 potential applications are currently under review with potential to add another 1,243 new units and 19 income-based units.

In 2021 City Council requested a review of the MFTE program to ensure that it was operating effectively for the local income levels and housing market conditions. The City engaged with economics consultant ECONorthwest to examine the performance of the City's current Multifamily Tax Exemption (MFTE) program for multifamily residential construction projects. Specifically, the City asked ECONorthwest to analyze potential expansion of the program to additional geographic areas and to test various development scenarios and impacts for feasibility within the new proposed target areas. ECONorthwest completed an economic analysis that reflects a developer's decision-making perspective. The findings were presented to City Council in workshops on March 28, July 25, and Aug 8, in 2022. The recommendations from the analysis can be summarized as follows:

- Expand the MFTE program to additional target areas
- Establish appropriate level of affordability possible based on target area market factors
- Implement a fee-in-lieu of affordable units option
- Utilize fee-in-lieu and increased density instead of temporary onsite affordability to achieve deeper affordability (60% MFI and lower)
- Prioritize density where possible in each target area
- Determine minimum density goals in each target area and tailor program requirements to achieve those goals

Additional Target Areas

Currently the MFTE program has only two eligible target areas consequently limiting participation in the program. City staff worked with ECONorthwest to identify proposed target areas that would support transit use and walkable communities along commercial corridors and hubs across the entire city. Ten potential target areas were identified for expansion. The current Vancouver City Center Vision (VCCV) target area was split into three separate areas now designated Downtown Waterfront, Vancouver City Center, and Uptown, due to the different development type, density and zoning and market variables of each new area within the current VCCV boundary. Four new target areas identified along transit and commercial corridors include Fourth Plain, Mill Plain, Upper Main Street, and Evergreen /Grand. Finally, the existing planning sub-areas of Vancouver Heights District, and East Vancouver (including both the Vancouver Innovation Center and the

Riverview Gateway subareas) were identified as good target area candidates. A Fruit Valley target area was also initially proposed, however, it was determined that additional study on environment justice and equity issues were necessary before moving forward. The nine new proposed target areas all allow multifamily housing uses through the underlying zoning and are primarily located along rapid transit lines to promote development that supports more walkable neighborhoods and easy use of public transit.

Level of Affordability

The study indicated that:

- Development in most of the target areas could support MFTE projects at 100% median family income (MFI) however 100% MFI rents are very close to market rents in most of the city and therefore did not represent the most value-added use of the MFTE exemption.
- The MFTE benefit can produce residential units that are affordable to households at 80% MFI in most target areas using a 12-year tax exemption depending on market conditions. This option is a predictable approach for achieving on-site production of affordable units but doesn't produce deeply affordable units (e.g., 60% MFI and lower).
- The current MFTE benefit will not provide incentive enough to produce 60% MFI units without additional stimulus or subsidy. The City has had a 60% MFI option since 2017 but this option has never been applied for.

Implement a fee-in-lieu option

The ECONorthwest study showed that in most of the proposed target areas, the MFTE program cannot deliver both increased density and affordability. However, the market rate program option in most areas is valuable enough to be an option that is available in exchange for a public benefit fee, and the fees generated could then be used by the City to provide more permanent affordable housing opportunities elsewhere. The current public benefit practice for market rate includes negotiating on various elements from public art, public structured parking, public plazas, and pedestrian amenities. Determining the “true” public benefit and verifying of cost of artistic elements is very difficult for staff to quantify and can be unpredictable for prospective applicants. The proposed amendment would eliminate this negotiation and replace it with a fee in lieu option that will further higher density production and affordable housing efforts.

Achieve deeper affordability through fee-in-lieu

In exchange for the market rate option, a public benefit fee in lieu, could be used to invest in more deeply affordable housing below 80% MFI off-site. The fee in lieu amount can be higher for development types that are already feasible in target areas, and lower where developments meet densities and development types sought by the City. This fee is more likely to be used to create permanently affordable units which would likely advance affordability goals beyond the limited-duration affordable units delivered on-site through the income based MFTE program option.

Prioritize density

In target areas where lower density development is already feasible, this program can be used to help incentivize developers to produce more dense housing projects. More dense housing means a more efficient use of increasingly scarce, and expensive land. More dense housing in targeted locations can also support additional city goals such as transit ridership and complete, walkable neighborhoods.

Determine minimum density goals

Because the proposed target areas vary in the types of development that can be supported (small plexes up to large towers), the target area density requirements and options need to adjust

accordingly to match the market condition allowances specific to the target area. The table below provides the proposed fee-in-lieu levels and minimum target densities for each target area.

Residential Target Area	Option1 Market Rate With Affordable Housing Fee	Option2 Market Rate With Density Requirements and/or Affordable Housing Fee	Option 3 Ownership
Downtown Waterfront	50%	275 dwelling units/acre + 25% Affordable Housing Fee In Lieu	No Affordable Housing Fee In Lieu;
Vancouver City Center	50%	225 dwelling units/acre + 25% Affordable Housing Fee In Lieu	Minimum of 12 units provided
East Vancouver	50%	200 dwelling units/acre + 25% Affordable Housing Fee In Lieu	
Uptown	25%	160 dwelling units/acre	
Evergreen / Grand	25%	90 dwelling units/acre	No Affordable
Fourth Plain Corridor	25%	90 dwelling units/acre	Housing Fee In
Mill Plain Corridor	25%	90 dwelling units/acre	Lieu;
Upper Main Street Corridor	25%	90 dwelling units/acre	Minimum of 4 units provided

The densities for each target area were a combination of the underlying zoning densities and other zoning factors such as minimum parking spaces, maximum building heights, and required first floor commercial space. ECONorthwest determined that the target areas with potential for higher density tower and podium development were the Vancouver Waterfront and Vancouver City Center, and possibly the East Vancouver target areas. The Heights District, Evergreen / Grand area and the Uptown target areas were determined to accommodate 4-story wood frame and possibly podium size development. The remaining three transit corridors areas can accommodate small plexes up to 4-story wood frame development. Target areas are comprised of parcels with different zoning designations. Only the commercially zoned parcels within the target areas would be able to meet the higher target densities. The multifamily, residentially zoned parcels are restricted to their underlying density limits that currently top out at approximately 35 units per acre, therefore the fee-in-lieu rate is less in these areas. To avoid applicants from proposing all studio and one-bedroom unit developments in order to meet the fee in lieu density requirement addition emphasis will be provided to larger unit types. To encourage production of larger family-size units, for the purposes calculating the fee in lieu development density, 3-bedroom units will count as 1.5 units and 4+ bedroom units will count as 2 units. To encourage homeownership opportunities developments proposing units for ownership opportunity will not be subject to the affordable housing fee in lieu noted in the table above. Ownership option projects must provide a minimum of 12 units (total) in higher density target areas and a minimum of 4 units in the lower density target areas.

Elimination of 10-year income-based exemption option

In 2021 the 10-year income-based exemption option was eliminated in RCW 84.14. Accordingly, this option is being eliminated from VMC 3.22 to be consistent with the change in State law.

Post exemption rent increase restriction

Following the expiration of MFTE tax exemptions there is potential for displacement of income-vulnerable tenants due to rent increases when the rent restrictions are removed. If the new market rate rents increase too high and too fast for the households with expired MFTE restrictions, they will be forced to move. To discourage this outcome a 5-year rent increase restriction will be established and set at 5% plus a Consumer Price Index factor.

Add an additional 12-year extension for expiring MFTE certificates

In 2021 RCW 84.14 was amended to allow an additional extension of 12 years to expiring MFTE exemptions. The extension will require the property owner commit to renting or selling at least 20 percent of the multifamily housing units as income-based units low-income households earning at or below 80% area median income (regardless of the MFI rate of the expiring exemption). This extension will also require notices to affected income-based tenants a year in advance about the expiration of the 12-year extension and provides for tenant relocation assistance equal to one month's rent. Development applicants must submit a request by September 1 (4 months before the expiration of the initial exemption). The exemption will be reviewed for compliance before scheduling a public for City Council consideration. The administrative review fee for this extension will be \$1,000.

Ownership Opportunity

An ownership incentive option has been added under which no affordable housing fee in lieu is required. A sale price cap has been added for the initial sale at less than or equal to two times the HUD Homeownership Value Limit for newly constructed housing in Clark County, which is updated annually.

MFTE application and program fee increases

The application and program fees have never been updated. The proposed changes to the program fees are to reflect a more accurate measure of the administrative staff cost to process the applications.

Fee Type	Current	Proposed
Initial application	\$300	\$5,000
Per unit fee	\$50 (up to \$1,000)	\$75 (no maximum)
County admin fee	\$100	\$205
Conditional certificate extension	\$100	\$1,000
Exemption renewal	Not Applicable	\$1,000

Public Outreach

The City performed extensive public outreach regarding the proposed changes to the MFTE program, seeking input through the City MFTE webpage, an interactive "Be Heard" communications webtool, hosted virtual forums with both development and community member stakeholder groups, and workshops with the City Center Redevelopment Agency and Vancouver City Council. Many suggested changes from public outreach comments were incorporated into the

proposed ordinance amendments.

Advantage(s)

- Designating new target areas will allow increased participation in the MFTE program production.
- Additional unit production from the target area expansion will.
- Adding a fee in lieu of affordable housing will provide leverage funding to achieve deeper affordability units for households below 80% median family income.
- Fee in lieu option eliminates unpredictable public benefit negotiations.
- Fee in lieu option incentivizes higher density development.
- The ordinance will be in compliance with the authorizing RCW statute.
- The post-exemption rent limit seeks to protect vulnerable renters from displacement.
- The exemption extension option provides for a continuance of affordability for households at or below 80% median family income and includes tenant relocation assistance upon expiration.
- Provides incentive for ownership opportunity projects.

Disadvantage(s)

The expected increase in MFTE program applications will result in additional foregone taxes to all taxing districts including the City of Vancouver.

Budget Impact

There will be an incremental increase in demand for public services during the exemption period without associated tax revenues. Following the exemption period, the exempt developments will return to the tax base as new construction and the City and other taxing districts will begin receiving the structural portion of the property taxes. During the exemption period the City will still receive new taxes from the land value (at an improved value rate), property taxes on any commercial and retail space structures, and other additional revenues from the development including sales tax, permit fees, and system development charges. The annual taxes collected during the exemption will be more than if the property remained vacant.

Prior Council Review

- March 28, 2022 ECONorthwest Housing Market Study Workshop
- July 25, 2022 Housing Strategies Workshop
- August 8, 2022, ECONorthwest MFTE Program Evaluation Workshop
- June 5, 2023, Proposed Ordinance Change Workshop

Action Requested

Following the 1st introductory reading of the ordinance on June 26, 2023, proceed on July 3, 2023, to hold a public hearing, consider public testimony, deliberate, and vote to approve the amended ordinance regarding VMC 3.22.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

ATTACHMENTS:

- ▢ CCRA Resolution and Memo
- ▢ MFTE Ordinance Amendment (VMC 3.22)
- ▢ MFTE Ordinance Amendment Presentation

6/15/2023

RESOLUTION NO. M- 06-15-23

A RESOLUTION of the Vancouver City Center Redevelopment Authority regarding the proposed changes to City of Vancouver's Multi-family Housing Tax Exemption (MFTE) Program.

WHEREAS, CCRA's Charter and Bylaws state that the Board shall "...periodically review the effectiveness of the City's Multi-Family Tax Exemption Program in incenting the new multi-family developments in the VCCV and Fourth Plain Subarea Plan Districts and advise the City Council in regard to any identified amendments that would ensure an appropriate balance between the tax incentives and public benefits from new development, including number of affordable housing units constructed.", and

WHEREAS, the CCRA Board has been actively involved in the evaluation of the MFTE program over the past year and has received multiple updates from staff on the findings of the consultant work and resulting recommendations. In addition, some board members also participated in the forum hosted by City staff for the development community to review and discuss proposed changes to the program, and

NOW, THEREFORE,

BE IT RESOLVED BY THE VANCOUVER CITY CENTER REDVELOPMENT
AUTHORITY:

Section 1. **CCRA Comments Regarding Proposed MFTE Program Changes.** The CCRA Board supports the adoption of the proposed changes to the MFTE Program, provided that they include a requirement for an annual report to City Council and CCRA. While the CCRA Board supports the adoption of the proposed changes, it has some specific reservations

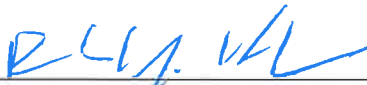
RESOLUTION - 1

about the potential impact of some of the changes on development activity and housing production and believes that these potential impacts should be the subject of annual monitoring. The CCRA Board's comments are fully set forth the June 15, 2023 memorandum to City Council which is attached hereto as Exhibit A.

ADOPTED at a Regular Meeting of the Vancouver City Center Redevelopment Authority
this 15th Day of June 2023.

DocuSigned by:
Marc Fazio
9CF81E49877B48E
Marc Fazio, President

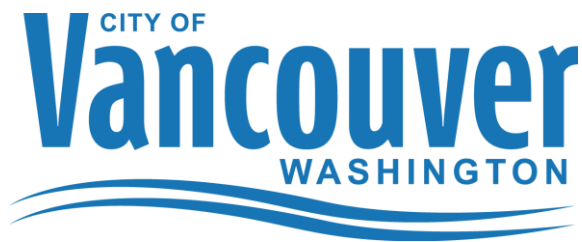
ATTEST:


Dick Krippachne, Secretary-Treasurer

APPROVED AS TO FOM:

DocuSigned by:
Taylor Hallvik
2438BFEB7E354C8
Taylor Hallvik, Counsel

RESOLUTION - 2



MEMORANDUM

TO: Mayor Anne McEnerny-Ogle
Vancouver City Council

FROM: Marc Fazio, President, City Center Redevelopment Authority

DATE: June 15, 2023

SUBJECT: CCRA Recommendation for Multifamily Tax Exemption (MFTE) Program Update

I am writing on behalf of the City Center Redevelopment Authority, which reviewed the proposed changes to the MFTE program on Thursday, May 18 and Thursday June 15th.

We believe the proposed changes to the program offer significant improvements in the clarity of program requirements and procedures. Specifically, we are pleased with how the public benefit option for the program has been simplified and is no longer a negotiated benefit. In addition, we support the removal of the requirement for a development agreement and instead allow for a more streamlined approval process. We also support the proposed expansion of the program to other neighborhoods where we hope to spur additional housing investment.

While we support the adoption of new program guidelines, we want to express several concerns about the potential impact of these changes on development activity and housing production within Vancouver.

When the MFTE was first implemented it was specifically intended to provide an incentive to build housing in the Downtown core where none existed. The program's success in building housing rightly brings us to the current discussion on the necessity and continuation of the incentive and whether other community goals should be incentivized.

The CCRA Board is concerned that the MFTE incentive has now been layered with requirements that are admirable and should be pursued. However, collectively, in the context of worsening market conditions for multifamily development, may diminish the value and use of the incentive resulting in materially reduced utilization of the program and of housing production.

- The timing for implementing the proposed MFTE program changes could have a material impact on housing production over the near and mid-term. Market conditions for new apartment projects have worsened over the past year due to rising interest rates, increases to caprates, increases to material and labor costs, supply chain delays, and new code requirements. Housing project starts are expected to be down for at least another year due to these factors. The typical housing project takes 3 to 5 years from inception to completion, so the outfall of falling short on housing project starts over the next year will be felt in 2026 through 2029. The proposed heightened MFTE requirements could exacerbate the slowing of housing production by increasing the cost for housing projects under the MFTE program.
- The modification of the public benefit from 25% of the tax benefit to 50% of the tax benefit as a fee-in-lieu option, as well as the 7% rent cap for five years after the exemption period for income-based projects, is more onerous from a cost and financing perspective and may decrease housing production.
- The density requirements are ambitious and untested in many of the expansion areas. In a few of the districts, the assumed unit per acre is unrealistic given code-mandated height restrictions that currently are in effect for those related districts. An analysis should be conducted to evaluate either; (i) modifying the target unit number if a conflict with height exists, or (ii) increase the maximum height in those applicable districts.
- The proposed addition of an open-ended homeownership option may result in offering an unnecessary benefit for luxury condominium development. We recommend further refinement of this option prior to adoption to focus the incentive on more affordable homeownership options.
- The lack of definition around the interim and permanent green building measures creates uncertainty and the potential risk of additional costs that could weigh down housing production. In July of this year, Washington State will implement “a new statewide commercial and multifamily building energy code that will be the strongest, most climate-friendly in the country by driving the transition to clean electricity for space and water heating,” according to the Sierra Club^[1]. A clear explanation of the interim measures relate to this new building code is necessary to understand how the green building requirements may impact the value of the MFTE incentive and perhaps dissuade the delivery of new housing units.

Given the uncertain market conditions for multifamily development and the likelihood that some changes to the program may have unanticipated consequences, CCRA would like City Council to consider as a requirement for adoption of the new program guidelines that City staff deliver an annual report on MFTE development activity to both the CCRA Board and City Council. This report should include an analysis of actual development activity compared to anticipated activity and an evaluation of the program’s progress in achieving the density and affordability priorities that have guided this program update, and the City’s housing production goals.

^[1] <https://www.sierraclub.org/press-releases/2022/04/washington-state-takes-strongest-clean-commercial-building-action-nation>

Based on these annual reports, the CCRA Board may recommend to City Council that program requirements be adjusted. We believe this type of regular review and adjustment to the program, especially in the year following the adoption of the currently proposed changes, is the best way to keep the MFTE tool most effective in achieving the desired public outcomes.

Thank you for your consideration of this recommendation.

06/26/23 (Date of First Reading)
07/03/23 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver relating to changes to the City's Multi-Family Housing Tax Exemption Program (MFTE); adopting legislative findings; amending Sections 3.22.010, 3.22.020, 3.22.030, and 3.22.040 of the Vancouver Municipal Code (VMC) to clarify code language, reflect changes in state law, and provide for new residential target areas as well as updated income-based and market-rate multi-family tax exemption options and associated eligibility and application requirements, fees, and procedures; providing for severability; and setting an immediate effective date.

WHEREAS, Washington State law (RCW 84.14) authorizes cities to adopt an MFTE program in certain residential target areas for the purpose of incentivizing the development of multiple-unit housing including creating additional affordable housing, encouraging urban development and density, increasing market rate workforce housing, developing permanently affordable housing opportunities, promoting economic investment and recovery, and creating family-wage jobs, and

WHEREAS, the City of Vancouver adopted a Multi-Family Housing Tax Exemption (MFTE) program in 1997 and updated the program in 2011, 2016, and 2021, and

WHEREAS, City Council desires to update the MFTE program to reflect changes in state law and, to expand the program to additional areas within the City, provide for greater program

ORDINANCE - 1

efficiency, and further incentivize and facilitate the development of affordable housing in the City, and

WHEREAS, the City of Vancouver has a deficit of approximately 5,600 housing units and a vacancy rate below 5% for all rental units in the City; and

WHEREAS, U.S. Census data indicates that there are 13,905 renter households with very low income in Vancouver that face a high housing cost burden, representing 39.7 percent of all renters; and

WHEREAS, U.S. Census data estimates that there are 6,670 homeowners with very low income in Vancouver that are cost burdened by housing expenses, approximately 17.7 percent of homeowners; and

WHEREAS, On April 11, 2016 the City Council declared the existence of an emergency with respect to the availability of affordable housing for very low-income households within the City of Vancouver,

WHEREAS, the demand for subsidized housing for households earning less than 50% of Area Median Income has increased to the point that the Vancouver Housing Authority has had to close many of the rent restricted waitlists since the number of applicants exceeds the capacity to assist existing waiting households for several years.; and

WHEREAS, household incomes are not keeping pace with Vancouver's housing costs, with average apartment rent increasing 28 percent between 2017 to 2022 according to The Columbian and median household income increasing by only 4 percent according to U.S. Census data; and

WHEREAS, the City engaged an economic consultant, ECONorthwest, to perform both a housing market study for the City of Vancouver and an evaluation of the City's current MFTE program, and

ORDINANCE - 2

WHEREAS, the ECONorthwest housing market and program study confirmed that housing in the City is increasingly unaffordable, and

WHEREAS, the ECONorthwest study recommended specific changes to the MFTE program to improve the program's effectiveness and respond to the shortage of affordable housing in the City, including expanding the program to additional target areas in the City, replacing the negotiated public benefit requirement for market-rate projects with a fee in lieu of affordability option that is tied to minimum density goals increasing housing densities to achieve the MFTE program goals, and

WHEREAS, in order to reduce the risk of future displacement for economically vulnerable tenants and promote the availability of affordable housing, the City Council desires to amend the MFTE program to limit rent increases for five years following the expiration of the 12-year income-based exemption, and

WHEREAS, the MFTE program application and processing fees have not been adjusted for many years and the City Council now desires to adjust them to more accurately capture the administrative cost of processing MFTE applications, and

WHEREAS, the City issued a public review draft of proposed changes to the MFTE program in February of 2023, and

WHEREAS, the City has performed extensive public outreach regarding the proposed changes to the MFTE program, seeking input through the City MFTE webpage, an interactive "Be Heard" communications webtool, hosted virtual forums with both development and community member stakeholder groups, and workshops with the City Center Redevelopment Agency and Vancouver City Council, and

ORDINANCE - 3

WHEREAS, The proposed MFTE program changes and a summary of the public comments that have been received were presented to the City Center Redevelopment Agency on May 18, 2023, and June 15, 2023 and City Council in a pre-hearing workshop on June 5, 2023.

WHEREAS, the City Council desires to amend VMC 3.22 to incorporate the ECONorthwest study recommendations and other changes to increase the program's efficiency and promote the development of multi-family housing in the City of Vancouver, including the development of affordable housing.

WHEREAS, the City Council adopts and incorporates by reference Staff **Report SR-** and finds that the adoption of the changes to the MFTE program set forth in this Ordinance will promote the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the development of affordable multi-family housing in the City; and

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on June 26, 2023, and a public hearing concerning the ordinance and proposed code changes on July 3, 2023.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Recitals Adopted as Findings.

The City Council hereby adopts and incorporates by reference the above recitals as findings in support of this Ordinance.

Section 2. Target Area Findings.

ORDINANCE - 4

The City Council finds that the proposed expansion areas, identified in Exhibit A of Resolution [REDACTED] and Section [REDACTED] of this Ordinance, meet the applicable criteria set forth at Chapter 84.14.040(1-3) RCW as more specifically set forth below:

1. The target areas are located within an urban center;
2. The target areas lack sufficient available, desirable, affordable, and convenient residential housing to meet the needs of the public who would likely live in the urban center if desirable, affordable, attractive, and livable places were available; and
3. The target areas will assist in achieving the following purposes:
 - a. Encouraging increased residential opportunities within the target area, including income-based housing opportunities; or
 - b. Stimulating the construction of new multi-family housing and/or the rehabilitation of existing vacant and underutilized buildings for multi-family housing; or
 - c. Where appropriate, stimulating the construction, rehabilitation, or conversion of existing vacant and underutilized multi-family rental units to owner-occupied multi-family housing as such property redevelops.
4. The City published the required public hearing notice once each week for two consecutive weeks, not less than seven days nor more than 30 days before the date of the hearing. The notices were published on Friday June 16, and June 23, 2023. The notice stated the time, date, place and purpose of the hearing and generally identified the areas proposed to be designated.

Section 3. **Amendment.** Vancouver Municipal Code Section 3.22.010 entitled “Purpose” as codified by Ordinance Ord. M-3314 and last amended by Ordinance M-3987 §1 is hereby amended as follows:

3.22.010 Purpose.

~~It is the~~ The purpose of this ordinance is to encourage new private multi-housing development and redevelopment within designated urban centers to accommodate future population growth, provide places to live close to employment, shopping, entertainment, and transit services and encourage affordable housing where appropriate.

Section 4. **Amendment.** Vancouver Municipal Code Section 3.22.020 entitled “Definitions” as codified by Ordinance Ord. M-3314 and last amended by Ordinance M-4332 § 2 is hereby amended as follows:

3.22.020 Definitions.

“Annual income” means gross annual income adjusted for household size and calculated based on verifiable income documentation provided by the housing applicant/tenant.

“~~Area Median~~ family income” means the median income calculated annually by the United States Department of Housing and Urban Development for the Portland-Vancouver-Hillsboro metropolitan statistical area. ~~Area m~~ Median family income is adjusted based on household size.

“Director” means the director of the city’s ~~community~~ Economic Prosperity and Housing~~development~~ department or authorized designee.

“Growth Management Act” means Chapter 36.70A RCW.

“Household” means a single person, family or unrelated persons living together.

“Income-based housing” means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone and any mandatory recurring fees required as a condition of tenancy for the unit, do not exceed 30 percent of the household’s monthly income. For the purposes of homeownership, the income limits are listed in VMC 3.22.040(D)(98), Options under the Program.

“Market-rate exemption option” means an eight-year property tax exemption with no income or rent requirements, subject to the public benefit requirements as outlined in VMC 3.22.040(D)(98)(a).

“Multi-family housing” means building(s) having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings.

“Owner” means the property owner of record.

“Permanent residential occupancy” means multi-family housing that provides either rental or owner occupancy for a period of at least one month. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis.

“Rehabilitation improvements” means modifications to existing structures that are vacant for 12 months or longer, or modification to existing occupied structures which convert nonresidential space to residential space and/or increase the number of multi-family housing units.

“Residential target area” means an area within an urban center that has been designated by the city council as lacking sufficient, available, desirable, and convenient residential housing to meet the needs of the public.

“Urban center” means a compact identifiable district containing several business establishments, adequate public facilities, and a mixture of uses and activities, where residents may obtain a variety of products and services.

Section 4. **Amendment.** Vancouver Municipal Code Section 3.22.020 entitled “Residential target area designation and standards” as codified by Ordinance Ord. M-3314 and last amended by Ordinance M-4332 § 3 is hereby amended as follows:

3.22.030 Residential target area designation and standards.

A. *Criteria.* Following a public hearing, the city council may, in its sole discretion, designate one or more residential target areas. Each designated target area must meet the following criteria, as determined by the city council:

1. The target area is located within an urban center;
2. The target area lacks sufficient available, desirable, affordable, and convenient residential housing to meet the needs of the public who would likely live in the urban center if desirable, affordable, attractive, and livable places were available; and
3. The providing of additional housing opportunities in the target area will assist in achieving the following purposes:
 - a. Encourage increased residential opportunities within the target area, including income-based housing opportunities; or
 - b. Stimulate the construction of new multi-family housing and/or the rehabilitation of existing vacant and underutilized buildings for multi-family housing; or

c. Where appropriate, stimulate the construction, rehabilitation or conversion of existing vacant and underutilized multi-family rental units to owner-occupied multi-family housing as such property redevelops.

4. In designating a residential target area, the city council may also consider other factors, including, but not limited to: whether additional housing in the target area will attract and maintain an increase in the number of permanent residents; whether an increased residential population will help alleviate detrimental conditions in the target area; and whether an increased residential population in the target area will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020. The city council may, by ordinance, amend or rescind the designation of a residential target area at any time pursuant to the same procedure as set forth in this chapter for original designation.

5. When designating a residential target area, the city council shall give notice of a hearing to be held on the matter and that notice shall be published once each week for two consecutive weeks, not less than seven days nor more than 30 days before the date of the hearing. The notice must state the time, date, place, and purpose of the hearing and generally identify the area proposed to be designated.

B. *Target Area Standards and Guidelines.* For each designated residential target area, the city council shall adopt basic requirements for both new construction and rehabilitation, including the application process and procedures. The city council may also adopt guidelines which include parking, height, density, environmental impact, home ownership, public benefit features, compatibility with the surrounding property and such other amenities as will attract and keep permanent residents and will properly enhance the livability of the residential target area. The

required amenities shall be relative to the size of the proposed project and the tax benefit to be obtained.

C. *Designated Target Areas*. The following “residential target areas” are designated in the [City](#) of Vancouver:

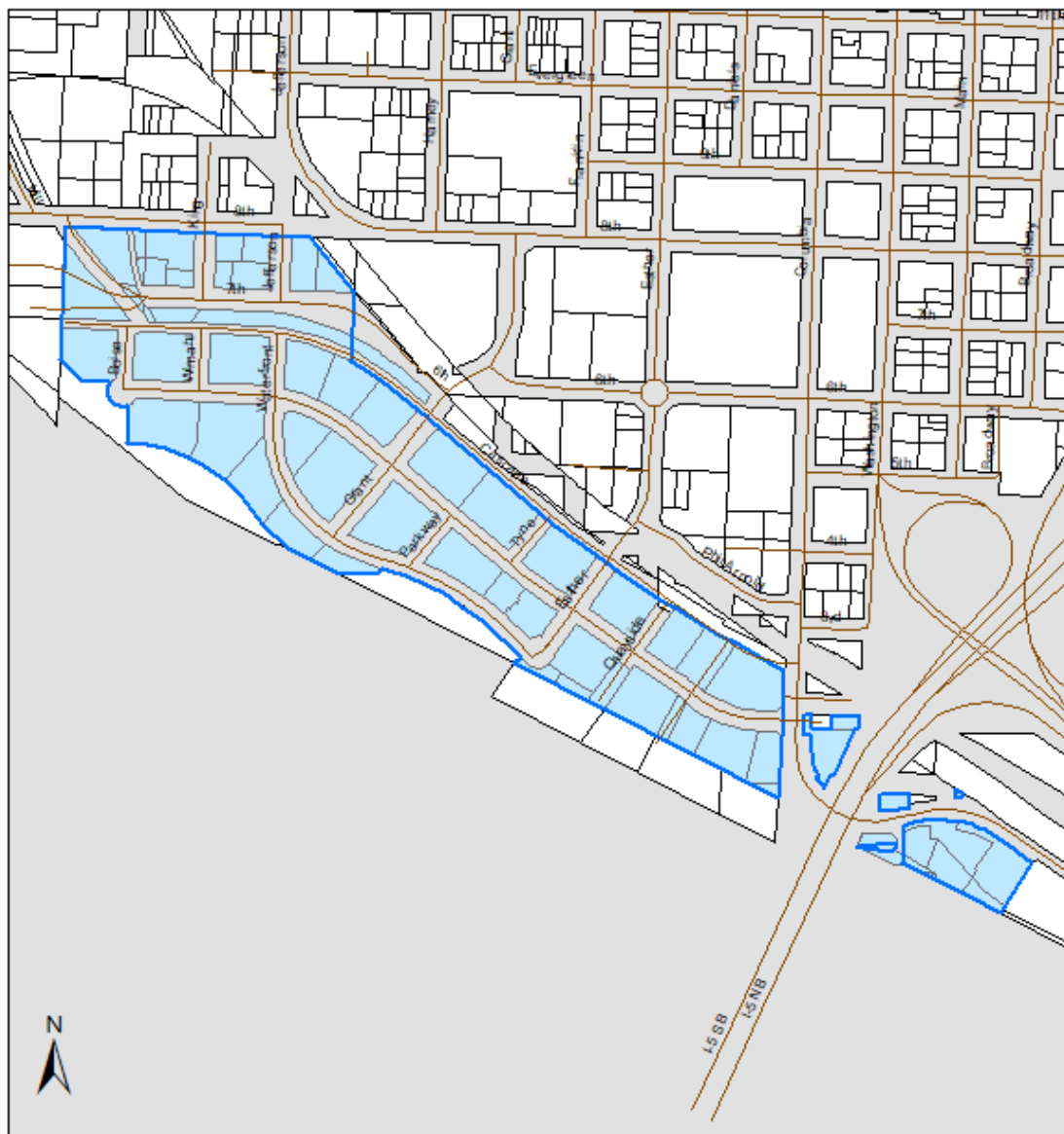
1. The [Vancouver](#) ~~area inside the boundaries of the Vancouver City Center Waterfront Target Area Subarea Plan and an adjacent area consisting of approximately two acres located south of SE Columbia and east of Interstate 5 as~~ depicted on Map 1 below. [Projects in this target area must meet the zoning requirements of the underlying zoning district as well as the Market rate or income-based requirements under section 3.22.040 \(D\)\(9\)\(a\):](#)

Map 1: Vancouver Waterfront Target Area

~~Vancouver City Center Vision~~



ORDINANCE - 11



0 500 1,000 2,000 Feet

**FIGURE
3.22.030-1**

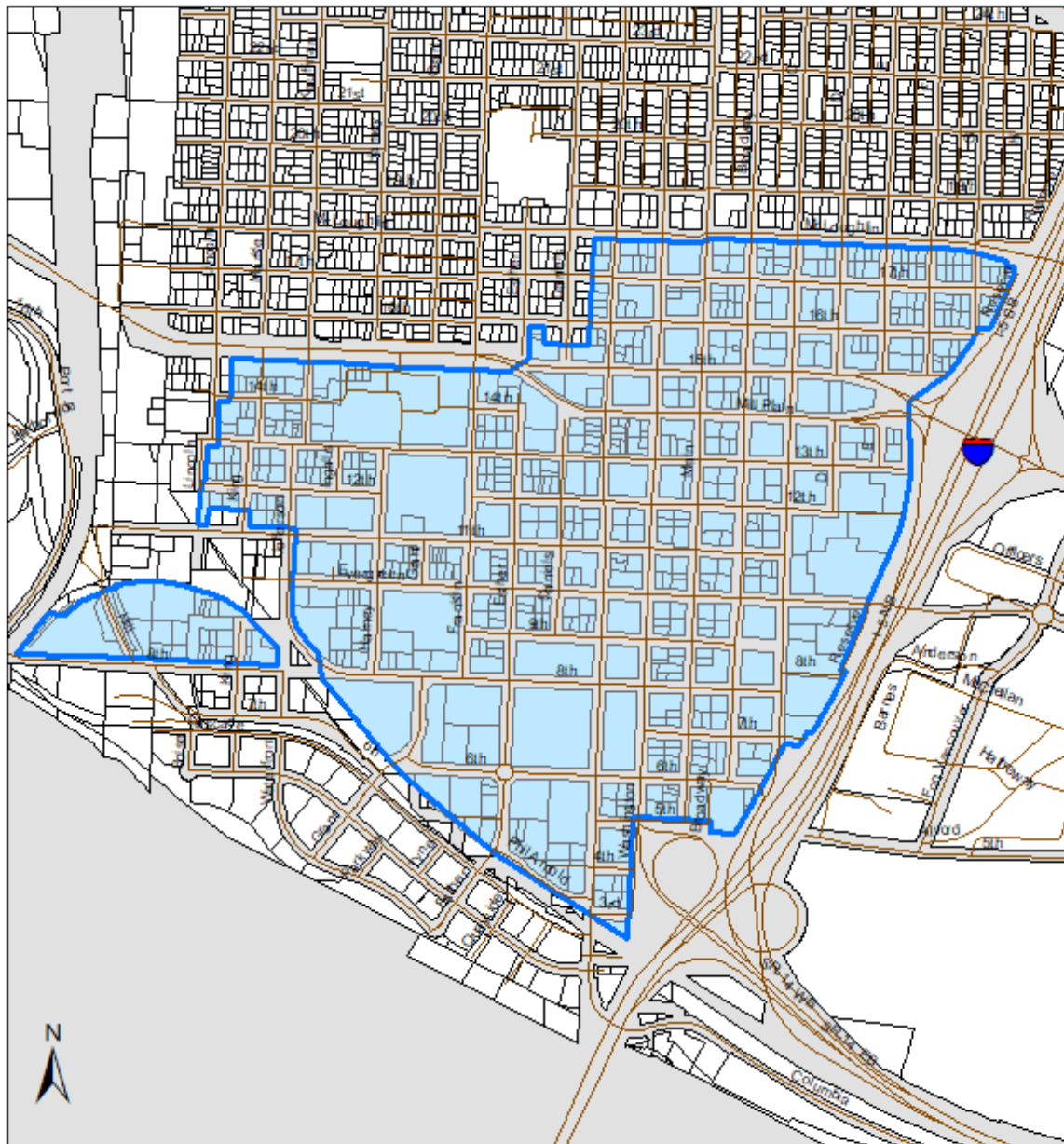
 Waterfront MFTE Target Area Boundary

Multifamily Tax Exemption Boundary

~~2. The area inside the boundaries of the Fourth Plain Corridor Subarea Plan as depicted on Map 2 below. This residential target area shall encourage the construction or rehabilitation of owner-occupied multi-family housing as well as rental multi-family housing.~~

2. The Vancouver City Center Target Area depicted on Map 2 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as well as the Market rate or income-based requirements under section 3.22.040 (D)(9)(a)

~~Subarea~~ Map 2: Vancouver City Center Target Area



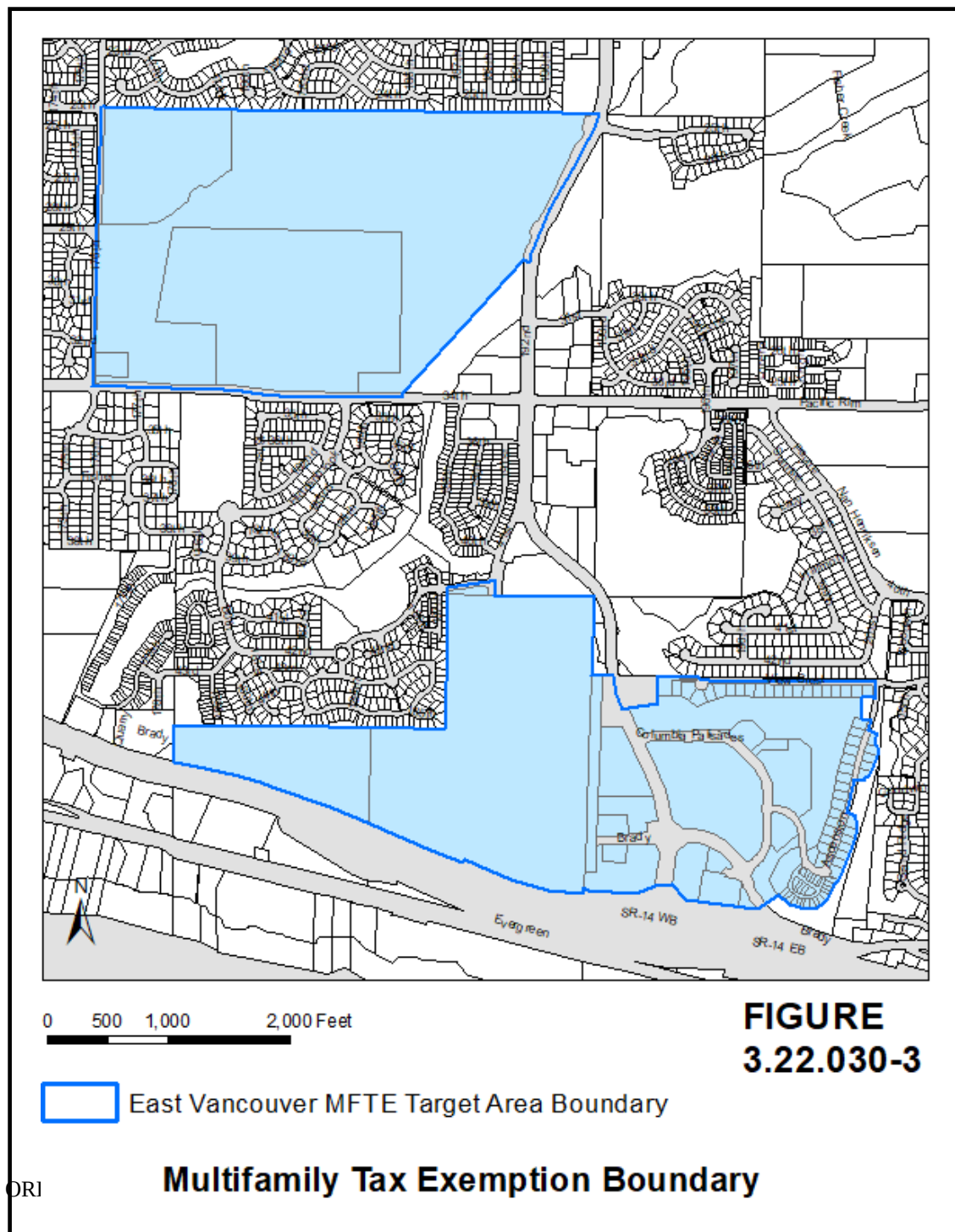
**FIGURE
3.22.030-2**

 Vancouver City Center MFTE Target Area Boundary

Multifamily Tax Exemption Boundary

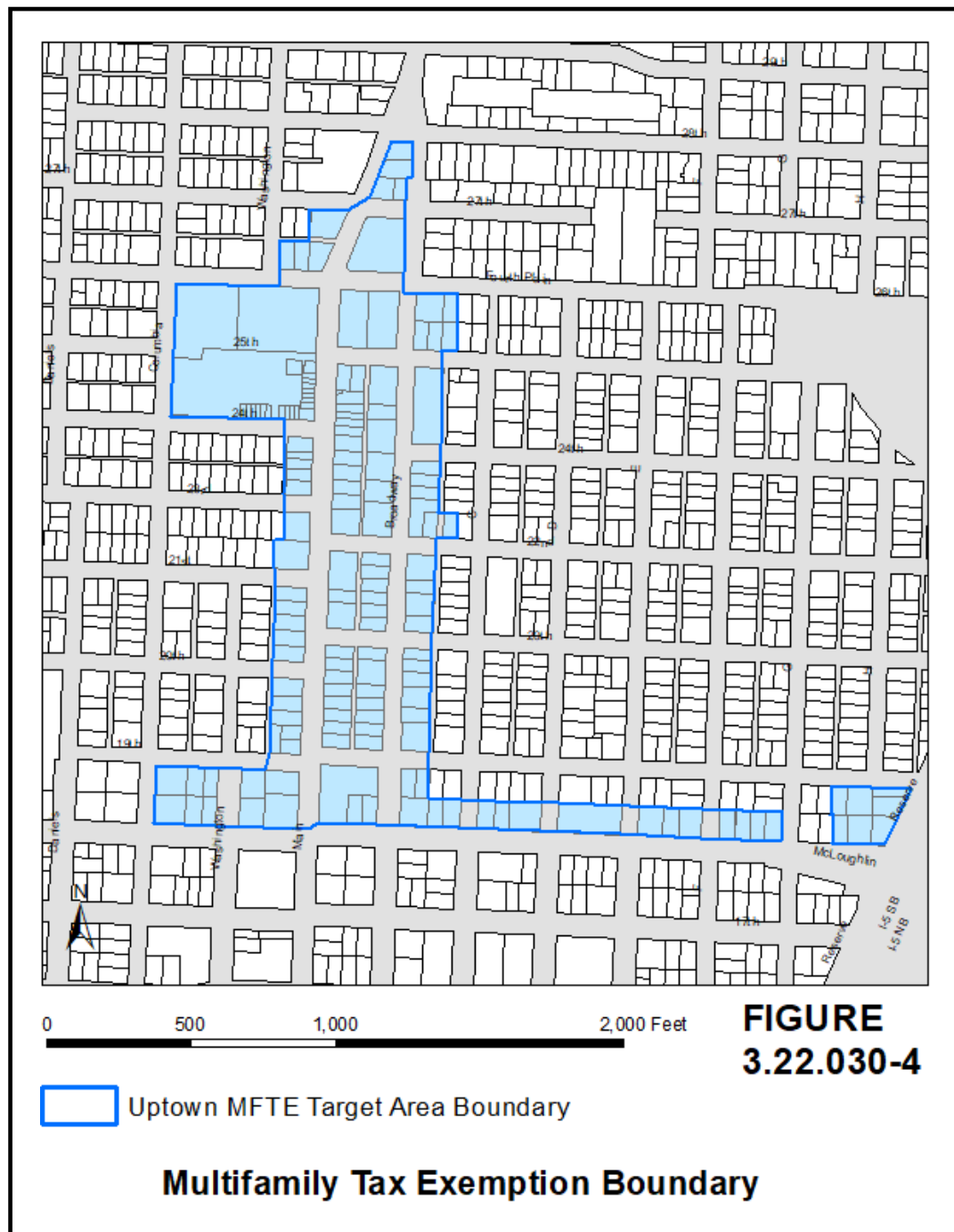
3. [East Vancouver Target Area depicted on Map 3 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as the market rate or income-based requirements under 3.22.040 \(D\)\(9\)\(a\)](#)

[Map 3: East Vancouver Target Area](#)



4. [The Uptown Target Area depicted on Map 4 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as well as the Market rate or income-based requirements under section 3.22.040 \(D\)\(9\)\(a\)](#)

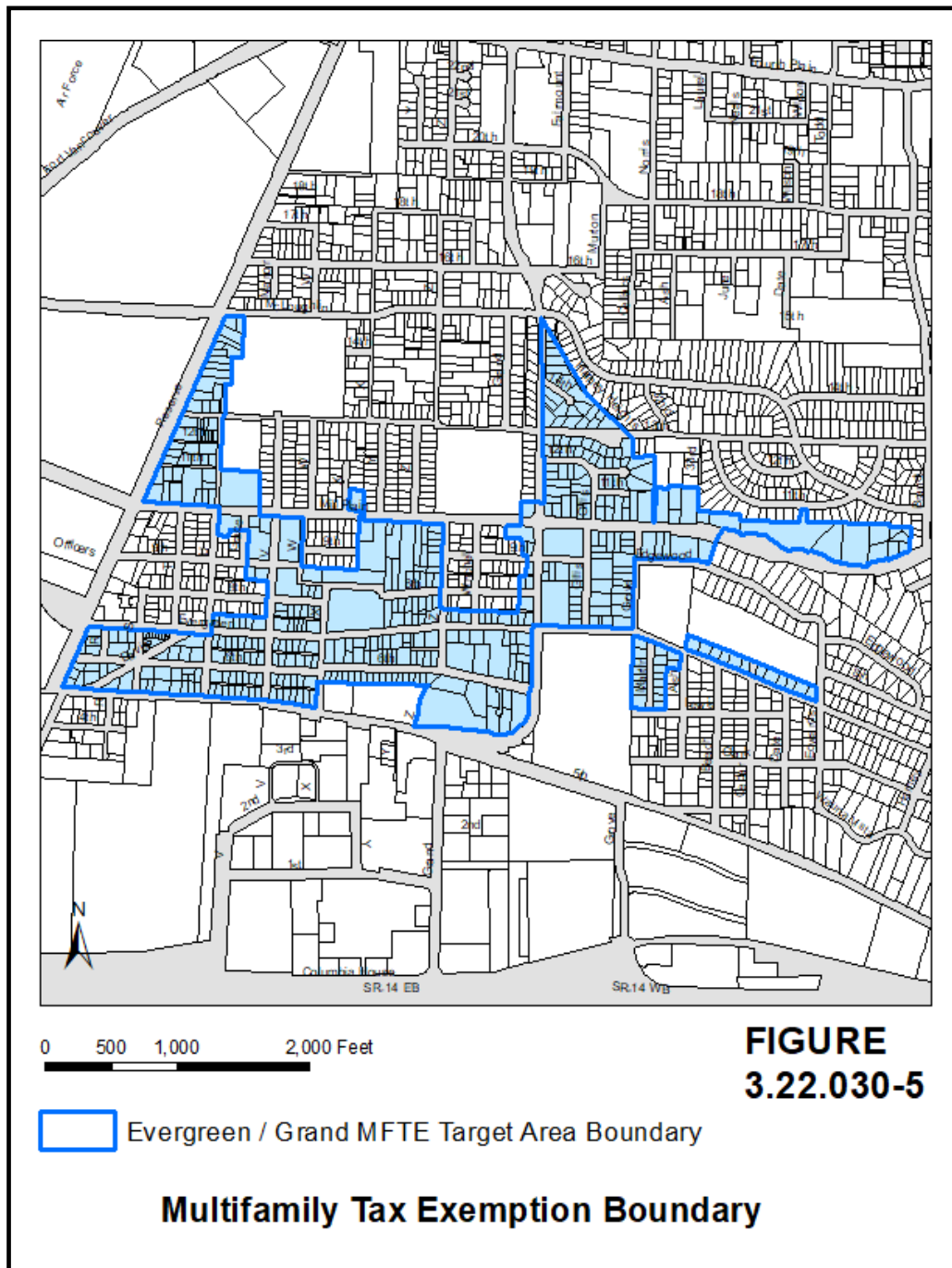
[Map 4: Uptown Target Area](#)



ORDINANCE - 17

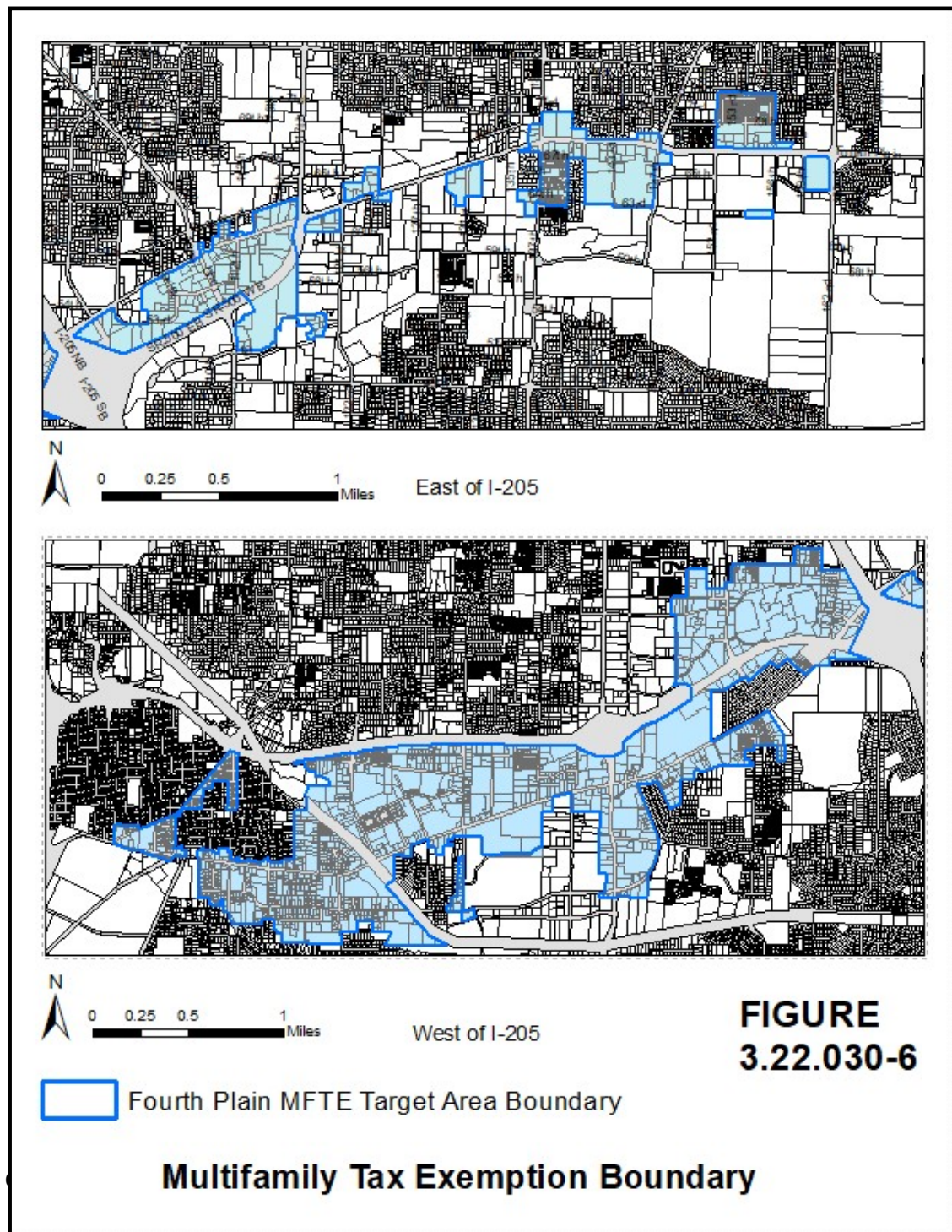
5. The Evergreen/Grand Target Area depicted on Map 5 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as well as the market rate or income-based requirements under section 3.22.040 (D)(9)(a)

Map 5: Evergreen/Grand Target Area



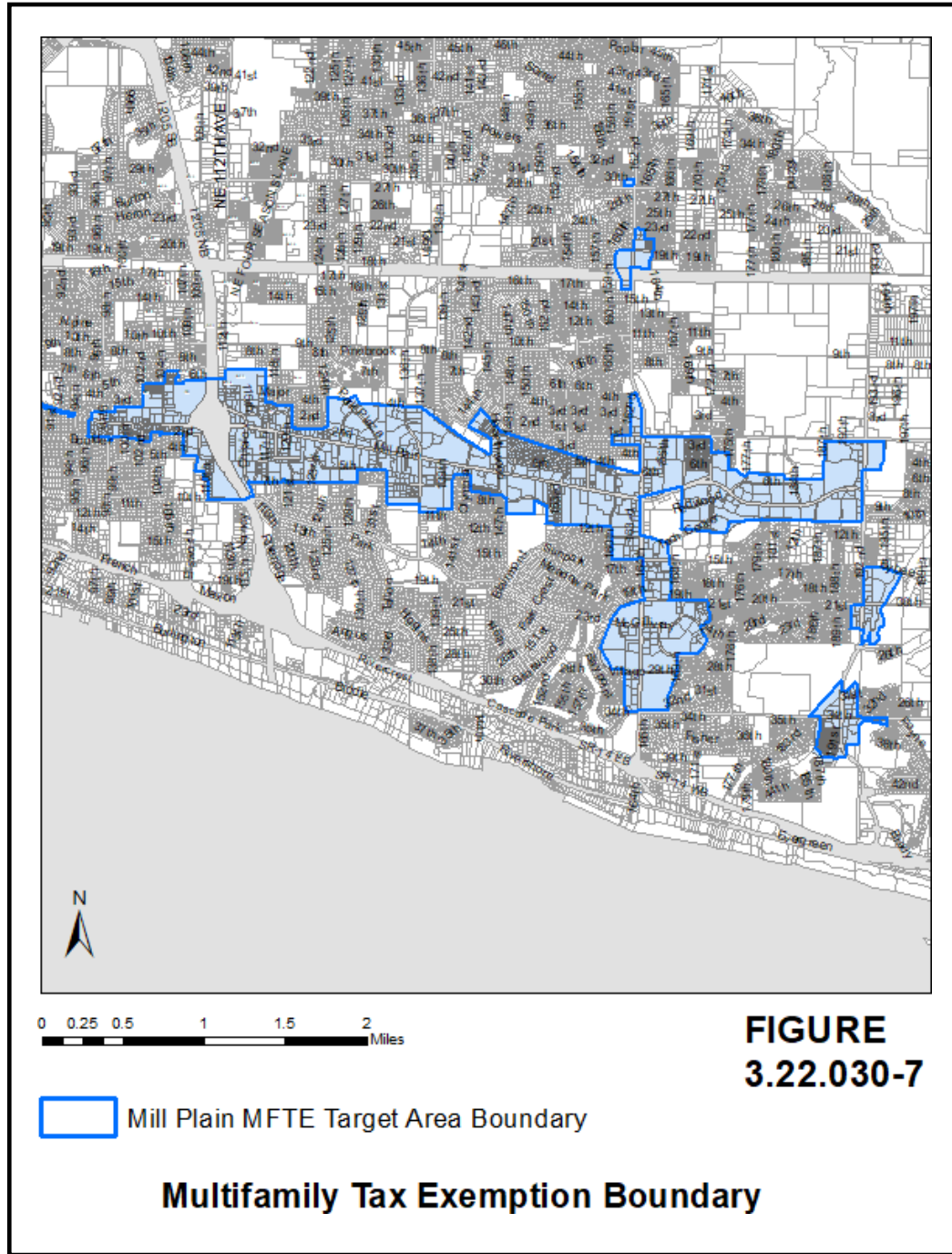
6. Fourth Plain Target Area depicted on Map 6 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as the market-rate or income-based requirements under 3.22.040 (D)(9)(a).

Map 6: Fourth Plain Target Area



Map 7: Mill Plain Target Area depicted on Map 7 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as the market rate or income-based requirements under 3.22.040 (D)(9)(a)

Map 7: Mill Plain Target Area

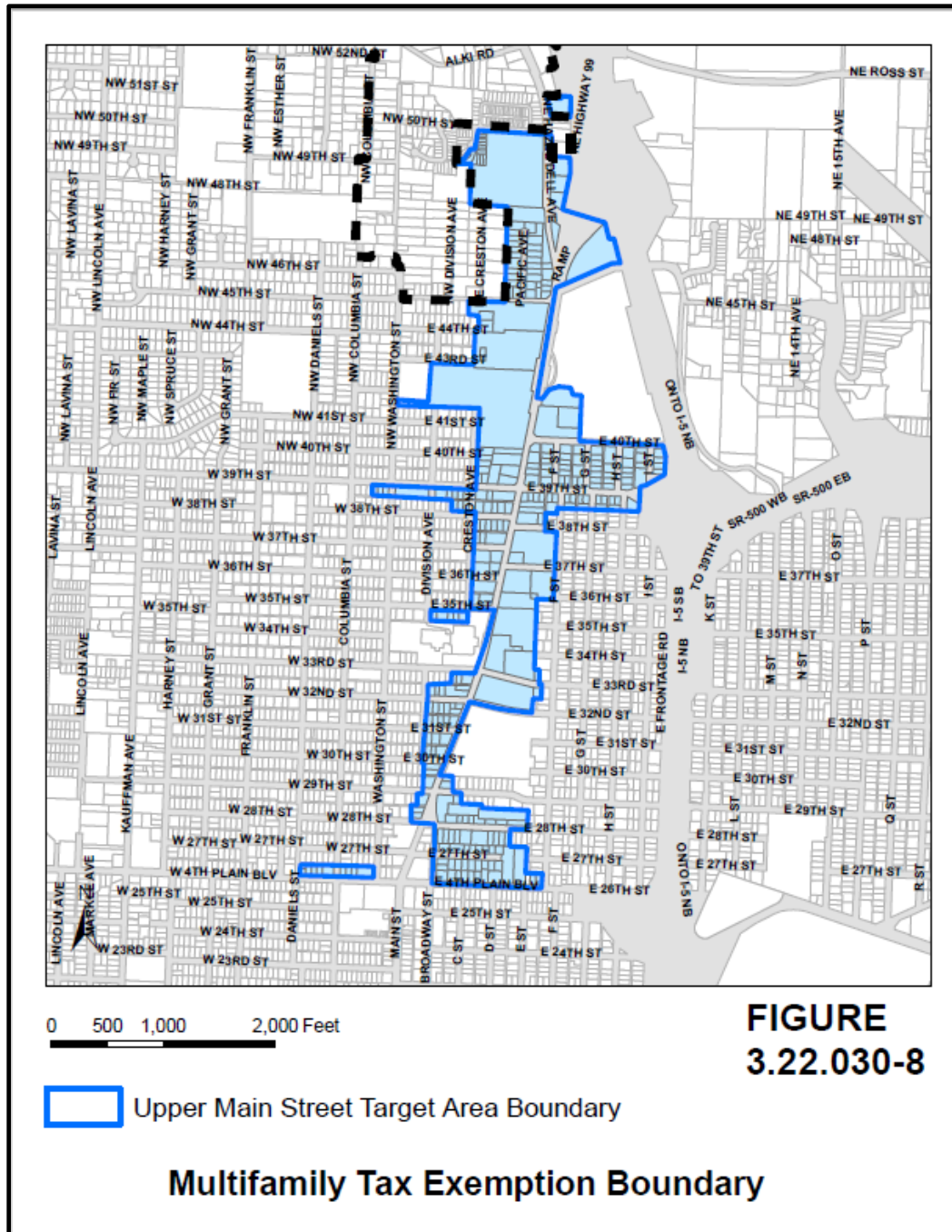


8. The Upper Main Street Target Area depicted on Map 8 below. Projects in this target area must

ORDINANCE - 20

[meet the zoning requirements of the underlying zoning district as well as the market-rate or income-based requirements under section 3.22.040 \(D\)\(9\)\(a\)](#)

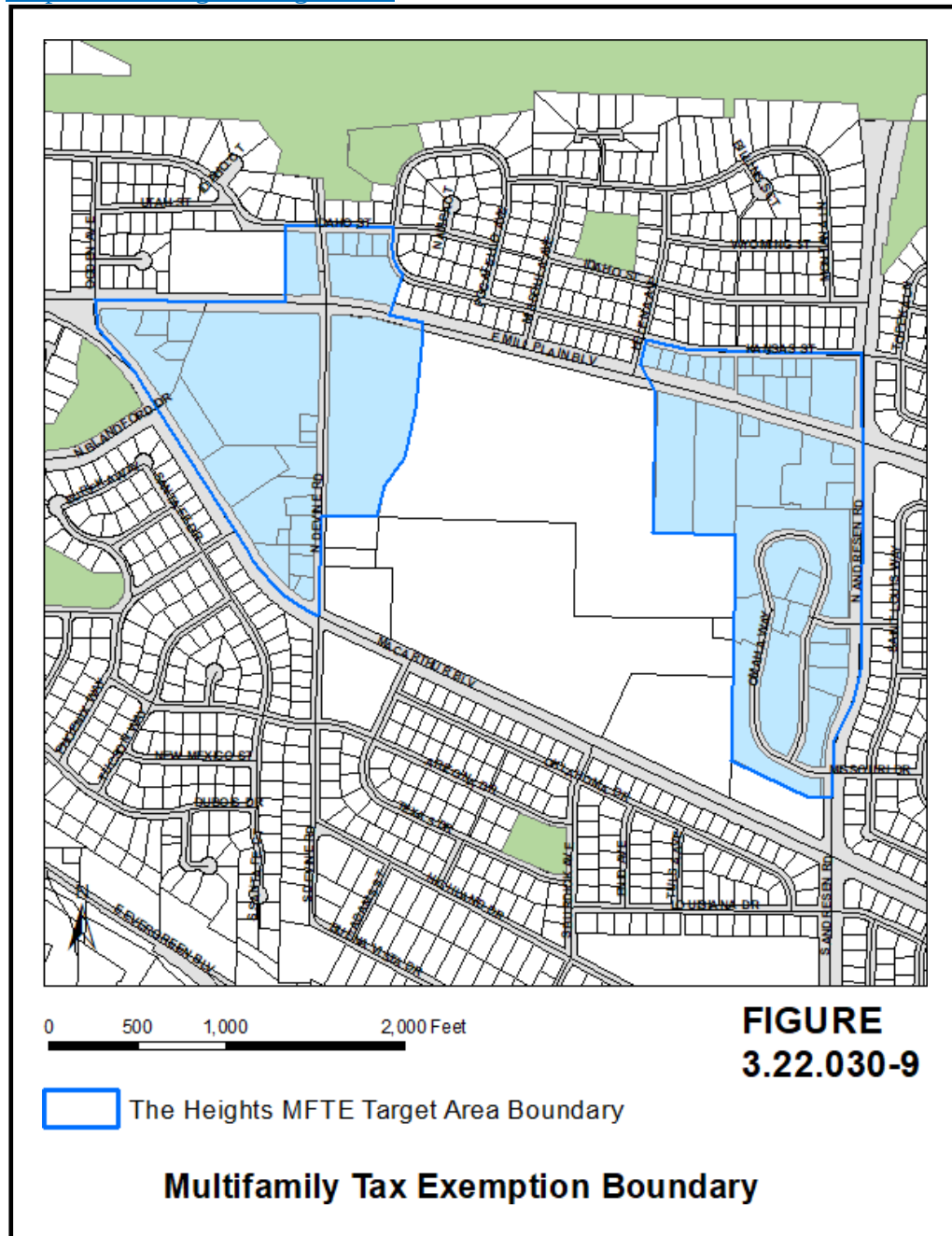
[Map 8: Upper Main Street Target Area](#)



[9. The Heights Target Area depicted on Map 9 below. Projects](#)

zoning requirements of the underlying zoning district as well as the income-based requirements under section 3.22.040 (D)(9)(a)

Map 9: The Heights Target Area



ORDINANCE - 22

D. Target Area Map Boundary Interpretation:

Target area boundary lines are intended to follow property lot lines or be parallel or perpendicular thereto, or along the centerline of alleys, streets, rights-of-way or watercourses.

Where, due to the scale, lack of detail or illegibility of the target area maps, there is uncertainty, contradiction or conflict as to the intended location of any target area boundary as shown thereon, the Director shall provide an interpretation of said map upon request.

Section 4. **Amendment.** Vancouver Municipal Code Section 3.22.040 entitled “Tax exemptions for multi-family housing in residential target areas” as codified by Ordinance Ord. M-3314 and last amended by Ordinance M-4332 § 4 is hereby amended as follows:

3.22.040 Tax exemptions for multi-family housing in residential target areas.

A. *Intent.* Limited ~~8- eight, 10-~~ or 12-year exemptions from ad valorem property taxation for multi-family housing in urban centers are intended to:

1. Encourage increased residential opportunities within urban centers designated by the city council as residential target areas;
2. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multi-family housing in residential target areas to increase and improve housing opportunities;

3. Assist in directing future population growth to designated urban centers [target areas and](#)
[thereby](#), ~~thereby~~ reducing development pressure on single-family residential neighborhoods;

4. Achieve development densities which are more conducive to transit use in designated urban centers;
5. Encourage new construction or rehabilitation of owner-occupied multi-family housing where identified as desirable; and
6. Encourage income-based housing [opportunities](#).

B. *Duration of Exemption.* The value of [residential](#) improvements qualifying under this chapter will be exempt from ad valorem property taxation for:

- (1) eight successive years where all applicable criteria herein are met under subsection [D\(98\)](#)(a) ~~or (b)~~, or
- (2) ~~10 successive years if all applicable criteria herein are met, or (3)~~ 12 successive years if all applicable criteria herein are met. In all cases the duration of exemption shall be measured beginning January 1st of the year immediately following the calendar year after issuance of the final certificate of tax exemption.

C. *Limits on Exemption.* The exemption does not apply to the value of land or the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and nonqualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior

to submission of the completed application required under this chapter. [The exemption does not apply during construction of the project.](#)

D. *Project Eligibility.* A proposed project must meet the following requirements for consideration for a property tax exemption:

1. *Location.* The project must be located within a residential target area, as designated in VMC 3.22.030.

2. [*Application Date.* A complete MFTE application must be received prior to receiving a construction occupancy permit.](#)

3. *Tenant Displacement Prohibited.* Property proposed to be rehabilitated must be vacant at least 12 months before submitting an application and fail to comply with one or more standards of the applicable state or local building or housing codes on or after July 23, 1995.

~~4~~3. *Size.* The project must include at least four units of multi-family housing within a residential structure or as part of a mixed-use development. A minimum of four new units must be constructed or at least four additional multi-family units must be added to existing occupied multi-family housing. Existing multi-family housing that has been vacant for 12 months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multi-family housing.

54. Permanent Residential Housing. At least 50 percent of the space designated for multi-family housing must be provided for permanent residential occupancy, as defined in VMC 3.22.020.

65. Proposed Completion Date. New construction multi-family housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of conditional certificate the ~~application~~.

76. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements must comply with all applicable housing codes. New construction must comply with the International Building Code. The project must also comply with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed as defined in Table 1 below.

87. Owner Occupancy. Projects within a residential target area that are developed for owner occupancy shall include ~~an agreement~~ contract or other guarantee acceptable to the director ensuring that some or all of the units within the project are used for purposes of owner occupancy.

98. Options under the Program. To be eligible for the ~~eight-year~~ MFTE tax exemption program option under this chapter, the applicant must either commit to providing income-based housing

in exchange for a 12-year tax exemption, or, alternatively, must pay an affordable housing fee in lieu of providing income-based housing (“Affordable Housing Fee”) and meet certain density requirements in exchange for an 8-year tax exemption. ~~may choose between the market-rate option and or the the income based option.~~ The criteria for these options are set forth below:

a. ~~The Under the eight year~~ market-rate exemption option ~~is an 8-year exemption,~~ applicants shall enter into a development agreement with the city specifying requirements such as: ~~that is~~ contingent upon payment of an Affordable Housing Fee in lieu of providing income-based housing as a part of the project (“Affordable Housing Fee”). The Affordable Housing Fee is determined by the specific target area and density as set forth in Table 1. Depending upon the target area and the density of the project, the Affordable Housing Fee shall be either 25% or 50% of the net present value of the property tax exemption over the life of the exemption. Affordable Housing Fees paid pursuant to this subsection shall be held in a separate fund and used to develop affordable housing in the City. The ownership option units will not be subject to the Affordable Housing Fee. The ownership option units must initially sell for less than or equal to two times the HUD Homeownership Value Limit for newly constructed housing in Clark County, which is updated annually. The required number of ownership units for each target area are set forth below in Table 1.

- ~~i. Public art consistent with the city’s adopted arts, culture and heritage plan and subject to review by the Vancouver cultural commission;~~
- ~~ii. Additional structured parking in excess of at least 10 percent of the minimum required parking spaces;~~

- ~~iii. Significantly enhanced infrastructure (e.g., public plazas of at least 1,000 square feet and permanently accessible to the public, wider sidewalks that provide enhanced amenities for pedestrians such as benches, landscaping and/or public art, undergrounding utilities) not otherwise required by development standards, and homeownership component;~~
- ~~iv. The documented cost of such features shall collectively be no less than 25 percent of the estimated tax benefit over the abatement period and shall be completed, inspected and verified as to value prior to a certificate of occupancy being issued.~~
- ~~b. To be eligible for the eight year income-based exemption option under this chapter, applicants must commit to renting or selling at least 20 percent of units as income-based housing to households with annual incomes at or below 100 percent of area median income.~~
- ~~9. To be eligible for the 10 year tax exemption, applicants must commit to renting or selling at least 20 percent of units as income-based housing to households with annual incomes at or below 80 percent of area median income.~~
- ~~10. To be eligible for the 12 year tax exemption under this chapter, applicants must commit to renting or selling at least 20 percent of units as income-based housing to households with annual incomes at or below 60 percent of area median income.~~
- ~~11. Table 1 below summarizes the income-based requirements for each exemption option.~~
- options and corresponding requirements for market rate projects in each residential target area.
- To encourage production of larger family-size units, for the purposes calculating the development density required to reduce the affordable housing fee in lieu percentage, 3-bedroom units will count as 1.5 units and 4+ bedroom units will count as 2 units.

<u>Residential Target Area</u>	<u>Option1 Market Rate With Affordable Housing Fee</u>	<u>Option2 Market Rate With Density Requirements and/or Affordable Housing Fee</u>	<u>Option 3 Ownership</u>
<u>Downtown Waterfront</u>	<u>50%</u>	<u>275 dwelling units/acre + 25% Affordable Housing Fee In Lieu</u>	<u>No Affordable Housing Fee In Lieu; Minimum of 12 units provided</u>
<u>Vancouver City Center</u>	<u>50%</u>	<u>225 dwelling units/acre + 25% Affordable Housing Fee In Lieu</u>	
<u>East Vancouver</u>	<u>50%</u>	<u>200 dwelling units/acre + 25% Affordable Housing Fee In Lieu</u>	
<u>Uptown</u>	<u>25%</u>	<u>160 dwelling units/acre</u>	
<u>Evergreen / Grand</u>	<u>25%</u>	<u>90 dwelling units/acre</u>	<u>No Affordable Housing Fee In Lieu; Minimum of 4 units provided</u>
<u>Fourth Plain Corridor</u>	<u>25%</u>	<u>90 dwelling units/acre</u>	
<u>Mill Plain Corridor</u>	<u>25%</u>	<u>90 dwelling units/acre</u>	
<u>Upper Main Street Corridor</u>	<u>25%</u>	<u>90 dwelling units/acre</u>	

Exemption Period	Income-Based Requirement
Eight Years	No income-based requirement with development agreement under market rate option; or minimum of 20% of units rented or owned will be as income-based housing to households at/below 100% of area median income
Ten Years	Minimum of 20% of units rented or owned will be as income-based housing to households at/below 80% of area median income
Twelve Years	Minimum of 20% of units rented or owned will be as income-based housing to households at/below 60% of area median income

b. The income-based option is a 12-year tax exemption under which applicants must commit to renting or selling at least 20% of the total development units as income-based housing to households with annual incomes at or below 80% of area median income. The ratio of MFTE unit types (bedrooms) shall be equal to the unit type ratio for the entire development. The property owner must provide information regarding tenant outreach regarding the availability of designated income-based units when advertising the property.

E. *Application Procedure.* A property owner who wishes to propose a project for a tax exemption shall complete the following procedures:

1. File with the city ~~'s community development department~~ the required application and the required fees. The initial application fee to the city shall consist of a base fee of ~~\$5,0300.00~~, plus ~~\$7550.00~~ per multi-family unit, ~~up to a maximum total fee to the city of \$1,000. An additional \$100.00 fee to cover the Clark County assessor's administrative costs shall also be paid to the city.~~ If the city denies the application, the city will retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant.
2. A complete application shall include:
 - a. A completed city of Vancouver multi-family limited tax exemption application form ~~setting forth the grounds for the exemption;~~
 - b. A description of the project including the type of project and exemption requested; ~~Preliminary floor and site plans of the proposed project;~~
 - c. Preliminary floor and site plans of the proposed project; ~~Detailed list of unit size, number of bedrooms and bathrooms and projected rent or sales price;~~
 - d. Detailed list of unit size, number of bedrooms and bathrooms and projected rent or sales price; ~~A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter;~~
 - e. A detailed project budget, financing plan and operating projection; ~~Verification by oath or affirmation of the information submitted;~~
 - f. A detailed of green building construction practices proposed for the development.

- g. A detailed advertising plan describing outreach methods for Income-Based tenants.
- h. ~~A detailed project budget, financing plan and operating projection; and~~ For rehabilitation projects,

the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a

period of 12 months prior to filing the application and shall secure from the city verification of property noncompliance with the city's minimum housing code.

- i. ~~g.~~ A statement acknowledging the potential tax liability when the project ceases to be eligible or is

cancelled under this chapter;

- j. Verification by oath or affirmation of the accuracy of the submitted information;

- k. Application fee receipt

~~For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of 12 months prior to filing the application and shall secure from the city verification of property noncompliance with the city's minimum housing code.~~

F. *Application Review.* ~~Once deemed complete,~~ City staff will review ~~the~~ applications to determine eligibility based on subsection D of this section and evaluate the effect of the deferred tax proceeds. The City will review applications under the approval criteria, procedures, and program guidelines in effect when the City deems an application complete.

G. *Issuance of Conditional Certificate.* The director may certify as eligible an applicant who is determined to comply with the requirements of this chapter. A decision to approve or deny an application shall be made within 90 days of receipt of a complete application.

ORDINANCE - 33

1. *Approval.* If an application is approved, the applicant shall enter into a contract with the city, subject to approval by the city council in a form of a resolution, regarding the terms and conditions of the project. Upon council approval of the contract, the director shall issue a conditional certificate of acceptance of tax exemption. The applicant shall record the certificate with the Clark County Auditor. The conditional certificate shall expire three years from the date of approval unless an extension is granted as provided in this chapter.

2. *Denial.* If an applicant is denied, the director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within 10 days of the denial. An applicant may appeal a denial to the city council within 30 days of receipt of notice. On appeal, the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision. The city council's decision on appeal will be final.

H. Conditional Certificate Completion. Beginning on the date of the conditional certificate approval, the property owner has three years to obtain an occupancy permit.

I. *Extension of Conditional Certificate.* The conditional certificate may be extended by the director for a period not to exceed 24 consecutive months except as provided below. The applicant must submit a written request stating the grounds for the extension, accompanied by a \$1,000.00 processing fee. An extension may be granted if the director determines that:

1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the applicant;

2. The applicant has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
3. All the conditions of the original contract between the applicant and the city will be satisfied upon completion of the project.
4. An additional 12-month extension may be granted where each of the following criteria are met:
 - a. The request for the extension is for a later phase of a development subject to a development agreement; and
 - b. The conditional certificate was granted prior to February 2015; and
 - c. Ownership of the property has been transferred subsequent to the granting of the conditional certificate.

[J.](#) *Application for Final Certificate.*

1. Upon completion of the improvements agreed upon in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a final certificate of tax exemption. The applicant must file with the city ~~the~~ ~~community development services department~~ the following:
 - a. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;

- b. A description of the completed work and a statement that the rehabilitation improvements or new construction on the owner's property qualify the property for limited exemption;
- c. If applicable, a statement that the project meets the income-based housing requirements as described in RCW 84.14.020; and
- d. A statement that the work was completed within the required three-year period plus any authorized extension.

2. Within 30 days of receipt of all materials required for a final certificate, the director shall determine which specific improvements satisfy the requirements, whether the work was completed, and the rent and income limits of the units are consistent with the application and the contract approved by the city and is qualified for a limited tax exemption under this chapter.

[K.J.](#) *Issuance of Final Certificate.*

1. *Review and Approval.* If, after reviewing the application for final certificate, the director determines that the project has been completed in accordance with the contract between the applicant and the [C](#)city and has been completed within the authorized time period, the city shall, within 10 days, file a final certificate of tax exemption with the Clark County assessor.

2. *Denial.* The director shall notify the applicant in writing that a final certificate will not be filed if the director determines that:

- a. The improvements were not completed within the authorized time period;
- b. The improvements were not completed in accordance with the owner's application or the contract between the applicant and the city; including if applicable as income-based housing requirements; or

c. The owner's property is otherwise not qualified under this chapter.

3. *Appeal.* Within 14 days of receipt of the director's denial of a final certificate, the applicant may file an appeal with the city council. On appeal, the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision. The city council's decision on appeal will be final.

~~L.K.~~ *Post-exemption Rent Restriction.* At the expiration of the 12-year tax exemption period, a five-year rent restriction will apply to the MFTE units to reduce potential displacement of tenants. In each of the five years following the expiration of the multifamily tax exemption, annual increase in the income-based unit rents shall not exceed the unit rent in the previous year by 5% plus the Consumer Price Index-U. factor, as referenced in in VMC 3.08.100. During this 5-year period, the applicant shall continue to provide the City with timely annual reporting pursuant to subsection 3.22.040 (O) and participate in the City's compliance monitoring program pursuant to subsection 3.22.040 (P).

M. Exemption Renewal. For income-based projects that are within 18 months of exemption expiration the exemption period may be extended for an additional 12 years contingent upon approval by city council. For the property to qualify for a potential extension the applicant must commit to renting or selling at least 20 percent of the multifamily housing units as income-based units low-income households earning at or below 80% area median income.

a. *Application.* Property owners must request the 12-year exemption renewal no later than September 1st (four months prior to initial MFTE expiration date). Staff will review exemption

application and project for compliance before making recommendation to City Council for consideration. A \$1,000 fee is required for the exemption renewal request.

b. Extension Expiration Notice. At the end of both the tenth and eleventh years of a twelve-year extension of a tax exemption, applicants must provide tenants of rent-restricted units with notification of intent to provide the tenant with rental relocation assistance as provided below

c. Tenant Relocation Assistance. At the expiration of any twelve-year exemption or any twelve-year exemption extension, the applicant must provide tenant relocation assistance in an amount equal to one month's rent to a qualified MFTE tenant within the final month of the qualified tenant's lease. To be eligible for tenant relocation assistance the tenant must occupy an income-restricted unit at the time the exemption expires and must qualify as a low-income at the time relocation assistance is sought. If the income-based requirements remain in place for the unit after the expiration of the exemption, relocation assistance in an amount equal to one month's rent must be provided to a qualified tenant within the final month of a qualified tenant's lease who occupies an income-restricted unit at the time those additional affordability requirements cease to apply to the unit.

~~K. N. Annual Compliance Review. Thirty days after the first anniversary of the date of filing the final certificate of tax exemption and each year thereafter, for the duration of the tax exemption,~~
For the duration of the exemption the owner of the rehabilitated or newly constructed ~~property~~ development shall file a notarized declaration annually with the director that includes the following:

1. A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;

2. A certification that the property continues to be in compliance with the contract with the city including any provisions related to income-based housing; and
3. A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
4. The total monthly rent or total sale amount for each unit;
5. For exemptions granted under the income-based housing provisions of this chapter, the income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase; and
6. For exemptions granted under the income-based housing provisions of this chapter, documentation showing that 20 percent of the units were rented or sold as income-based housing to ~~low-or-moderate-income~~ low- or moderate-income households. The property owner must maintain records supporting this declaration and those records and the multi-family units are subject to inspection by the city. Failure to submit the annual declaration or maintain adequate records may result in the tax exemption being canceled.

~~O.L. Annual Reporting. For the first year of reporting, final MFTE certificates By December 31st~~April 1 of each year issued by the city in a calendar year, has any outstanding issued limited multi-family tax exemptions the city shall submit a shall be reported to the Washington State Department of Commerce by April 1 ~~state~~ providing the information required by Chapter 84.14 RCW. For the remaining years of the exemption period applicants shall submit annual monitoring reports to the City no later than December 1st.

PM. *Annual Monitoring*. A review of the rent rolls is required annually including unit number, unit size (bedrooms/bathrooms), household size, income, rent, and utilities. City staff will conduct on-site reviews of tenant files randomly. There is a \$500.00 annual monitoring fee.

QN. *Cancellation of Tax Exemption*. If the director determines the owner is not complying with the terms of the contract, the tax exemption will be canceled. This cancellation may occur in conjunction with the annual review or at any other time when noncompliance has been determined. If the owner intends to convert the multi-family housing to another use or otherwise discontinues compliance with this chapter, the owner must notify the director and the Clark County assessor within 60 days of the change in use.

1. *Effect of Cancellation*. If a tax exemption is canceled due to a change in use or other noncompliance, the Clark County assessor may impose an additional tax on the property, together with the interest and penalty, and a priority lien may be placed on the land, pursuant to Chapter 84.14 RCW.

2. *Notice and Appeal*. Upon determining that a tax exemption is to be canceled, the director shall notify the property owner by certified mail. The property owner may appeal the determination by filing a notice of appeal with the city clerk within 30 days, specifying the factual and legal basis for the appeal. The city council will conduct a hearing at which all affected parties may be heard and all competent evidence received. The city council will affirm, modify, or repeal the decision to cancel the exemption based on the evidence received. An aggrieved party may appeal the city council's decision to the Clark County ~~s~~Superior ~~e~~Court.

Section 5. 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 6. Effective Date. This ordinance shall be effective immediately upon passage.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

ORDINANCE - 42

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver relating to changes to the City's Multi-Family Housing Tax Exemption Program (MFTE); adopting legislative findings; amending Sections 3.22.010, 3.22.020, 3.22.030, and 3.22.040 of the Vancouver Municipal Code (VMC) to clarify

code language, reflect changes in state law, and provide for new residential target areas as well as updated income-based and market-rate multi-family tax exemption options and associated eligibility and application requirements, fees, and procedures; providing for severability; and setting an immediate effective date.

First Hearing Multifamily Tax Exemption Program Update

City Council Public Hearing
June 26, 2023



Patrick Quinton
Director
Economic Prosperity and Housing



Objective:

- Update on post-workshop changes based on City Council and City Center Redevelopment Agency feedback
- Discussion / Questions

Updates Based on Council & CCRA Review



- Added 8-year ownership option in all target areas. Maximum sales price limit and minimum density required but no fee in lieu
- Reduced Evergreen/Grand target area density
- Fruit Valley target area removed pending anti-displacement analysis
- Income-based projects may request 12-year renewal of tax exemption at end of initial 12-year exemption
- Income-based projects limited to 5% + CPI rate rent increases for five years after exemption expiration
- Annual MFTE report to CCRA and City Council
- Review of MFTE program with Comprehensive Plan Update

Ownership Option

- Ownership densities are not based on zoning. For higher density target areas, a minimum of 12 unit must be provided. For lower density target areas, a minimum of 4 units must be provided.
- Units must initially sell for less than or equal to two times the HUD Homeownership Value Limit for newly constructed housing in Clark County, which is updated annually.
- The 2022 HUD homeownership value was \$423,000. Therefore, the maximum unit sale price for ownership option units in 2022 will be \$846,000. The new 2023 HUD Homeownership Value Limit is scheduled to be released soon.

Proposed Exemption Types

8-Year Market Rate

- Fee in Lieu
- Density + Fee in Lieu
- Ownership Density

12-Year Income-Based

20% of total units
restricted at 80% MFI

Ownership

- No fee in lieu
- Minimum unit production
- Maximum sales price



TARGET AREA	OPTION TYPE		
	Fee in Lieu	Density + Fee in Lieu	Ownership
Downtown Waterfront	50%	275 units/acre + 25% fee	No Fee in Lieu; minimum 12 units, subject to maximum eligible sales price
Vancouver City Center	50%	225 units/acre + 25% fee	
East Vancouver	50%	200 units/acre + 25% fee	
Uptown	25%	160 units/acre	
Evergreen / Grand	25%	90 160 units/acre	No Fee in Lieu; minimum 4 units, subject to maximum eligible sales price
Fourth Plain	25%	90 units/acre	
Mill Plain Corridor	25%	90 units/acre	
Upper Main Street Corridor	25%	90 units/acre	
The Heights	Not Available	Not Available	

Next Steps



July 3

City Council Public Hearing
& Action

July 5

Implement New Code and
Guidelines

Action requested

- On July 3, 2023, following public testimony and hearing, adopt Ordinance for the changes to VMC 3.22 Multifamily Housing Tax Exemption

Thank You





Staff Report: 122-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023
7/10/2023

SUBJECT Short-Term Rental Ordinance

Key Points

- Currently, the City's Land Use and Development Code, VMC Title 20, does not allow short-term rentals in residential zones
- Within the last decade, the popularity of STRs has increased dramatically as a substitute for (or preferred option to) traditional lodging like hotel rooms across many jurisdictions in the county
- The City has engaged in a multi-year outreach and monitoring program to determine the current short-term rental market in Vancouver
- The City is proposing a regulated and permitted process to allow short-term rentals in all zoning districts as a limited use

Strategic Plan Alignment

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

Goal 8: Strengthen commercial and retail community districts throughout the city

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

Present Situation

Background

On September 20, 2021, staff presented to the City Council on a batch of housing code changes, which included short-term rentals (STRs). It was determined short-term rentals needed to be separated out from the other housing code changes, and a separate planning process began. The City enlisted the services of Host Compliance, a platform of Granicus to assist with gathering current data on the existing STR market in Vancouver.

In February of 2022, the City began reaching out to owners of known STRs to advise them of the

existing restrictions and to invite their participation in a broader community engagement process around STRs. Between March and June 2022, the project team led an extensive outreach campaign consisting of two community wide surveys and several small group conversations.

Development of code language to regulate short-term rentals began in October of 2022 and was finalized in February 2023. In addition to the Planning Commission workshops, staff presented at two City Council workshops, on June 27, 2022, and April 3, 2023.

On April 11, 2023 the Planning Commission recommended approval of the proposed short-term regulations and permit process based on the findings outlined in VMC 20.285.070.

Existing Conditions

A short-term rental is defined as a residential property or portion of a residential property (room, guesthouse, ADU, etc.) that is available to rent for stays of less than 30 days. This includes rentals available on websites such as Airbnb and VRBO. Within the last decade, the popularity of STRs has increased dramatically as a substitute for (or preferred option to) traditional lodging like hotel rooms across many jurisdictions in the county. This increase has not been as dramatic in Vancouver as other cities, but the number of STRs here has risen over time.

Currently, the City's Land Use and Development Code, VMC Title 20, does not allow STRs in residential zones except as expressly authorized under the bed-and-breakfast provisions of VMC 20.830. A bed-and-breakfast also provides an alternative form of lodging for visitors who prefer a residential setting. The Development Code considers bed-and-breakfast establishments as Commercial and Transient Lodging, which includes uses such as hotels, motels, and homeless shelters where stays are typically less than 30 days. Bed-and-breakfast establishments, which envision a host in residence with guests and the provision of food in conjunction with lodging, don't capture the typical Airbnb-type STR arrangement that has emerged in recent years. Staff believes creating separate short-term rental regulations is required to properly govern this type of land use.

The overview of the short-term rental landscape as of June 1, 2023 includes:

- There are approximately 375 STR units in the City of Vancouver
- Short-term rentals represent roughly 0.45% of Vancouver's approximately 83,900 residential units 85% of STRs are in single family homes, 14% in multi-family homes, with the remaining 1% undetermined
- 87% of STRs rent out an entire home, rather than a room or portion of an occupied home
- 30% of STRs are 3-bedroom rentals, 30% are 2-bedroom rentals, 24% are 1-bedroom rentals, 6% are 5 or more-bedroom rentals, and 10% are unknown
- The median nightly rental rate is \$118
- Geographically, STRs are spread throughout the City with a modest concentration in downtown and west side neighborhoods
- Approximately 75% of STRs are advertised through Airbnb with the remaining quarter listed through Expedia/VRBO and other platforms

The City continues to monitor the number of short-term rental units through the online platform Host Compliance, provided by the project consultant Granicus. Host Compliance is an industry leader in STR monitoring and compliance and was able to provide a comprehensive list of all current STRs located in the City, including parcel and owner information. In addition, Host Compliance now provides the City with ongoing monthly updates on the current number of rentals in the City, including location, property type, room type, average duration of stay and rental platform(s) used.

Outreach

In February 2022, the City began communicating with owners of known STRs to advise them of the existing restrictions and to invite their participation in a broader community engagement process around STRs. The intent of the City's outreach was to alert operators to the current situation of noncompliance with existing code, bring awareness to the City's efforts to determine the extent to which STRs should be regulated, and invite existing STR operators into that process. Between March and June 2022, the project team engaged in an extensive outreach campaign consisting of two community-wide surveys and several small group conversations. The specific intent of this effort was to learn more about community experiences, attitudes, concerns, and ideas related to STRs in Vancouver.

The City conducted an online community survey from February 3 to March 6, 2022 using the City's BeHeard Vancouver website. A total of 783 community members took the STR survey. The responses were varied, with most respondents being in favor of allowing short-term rentals with regulations, including a majority of respondents (55.8%) saying they would like to see the City allow STRs with regulations. 23.6% said that they would like to see the City allow STRs with no regulations; 19.4% said that they would like to see STRs banned in all circumstances. When respondents were asked where STRs should be allowed, 70% of community responses would allow STRs in single-family homes; 69.5% would allow in Accessory Dwelling Units (ADUs); 36.30% would allow in apartments, 40.70% would allow in mobile or manufactured homes; 56.72% would allow in townhomes; 53.75% in condominiums. 18.48% of respondents said that STRs should not be allowed anywhere. Note that for this question respondents were allowed to choose more than one answer.

Since March 2022, 85 community members have also shared their thoughts about STRs through an online comment box on the City's BeHeard Vancouver website. The responses received are both in favor and against of regulations STRs.

The City also conducted small group conversations with housing advocates, short-term rental hosts and operators, hotel and tourism industry professionals, small business owners, real estate agents, and housing advocates including Evergreen Habitat for Humanity, Council for the Homeless, and Fourth Plain Forward. The housing advocates noted that STRs pose a real threat by removing housing stock from the market. While the City may not have thousands of units, any unit being taken of the market for a vacation home instead of a permanent residence is exacerbating the affordable housing crisis. The hotel and tourism industry felt STRs should be required to have the same inspections and regulations as hotels, including requirements related to the federal Occupational Safety and Health Administration (OSHA), fire life and safety inspections, electrical, plumbing, ADA, and the state tourism office. Participants expressed concern that allowing too many STRs in any given neighborhood could have a lasting impact on the community, citing the potential impacts of a transition from a fully residential neighborhood to one that has businesses operating in it. Short-term rental hosts offered why they chose to operate a STR, including many who said it provided supplemental income that is used to pay for mortgages, provide retirement income, pay medical bills and other monthly expenses, and in general increases disposable income. Hosts shared that they feel STRs bring a value, asset, and benefit to the City & local economy.

Council and Planning Commission Direction

City Council directed staff to develop changes to VMC Title 20 Land Use and Development Regulations that would allow STRs as a permitted use in residential zones subject to a defined permit process and appropriate standards. Council also asked staff take a closer look at implementing regulations that pay specific attention to:

implementing regulations that pay specific attention to:

Policy Consideration	Council & PC comments	Staff Response	Proposed Approach
Owner occupancy requirement	General opposition to such a requirement	Studied owner occupancy requirement but did not include due to challenges with monitoring, enforcement, and legal concerns	Not currently included in proposed regulations
Lodging tax collection	Ensure that lodging taxes are being collected and remitted by the rental platform to the City	The City received approximately \$140k in lodging taxes generated from short term rentals in 2022. City lodging tax is set at 4%	Continue to work with legal and finance to monitor appropriate collection.
Life/Safety inspection standards	Want standards without being overly burdensome	Mirroring building code regulations – not proposing to automatically retire building inspections for short-term rentals, but retain the option to inspect any STR at the Building Official's discretion	STRs required to meet state and local health, safety, and building code regulations; language located in code and operator packet
Impacts to housing availability	City Council and Planning Commission both expressed concerns regarding STRs impact to the housing stock in Vancouver	Current impact to Vancouver housing market is minimal; however, staff will continue to monitor for impacts to housing availability during the proposed pilot period, and will share this data with Council to determine if additional regulations are necessary	Proposed code language excludes STRs from any development receiving the Multifamily Tax Exemption incentive
Changes to Bed & Breakfast regulations	Update bed & breakfast regulations to ensure clarity and fairness with any STR regulations	Staff believe current regulations are adequate, but will review as part of the Comprehensive Plan and Title 20 Update, when more information from the pilot period is available	Not included in draft code

On March 14, 2023, staff presented a draft of potential regulations for STRs to the Planning Commission as a workshop item. Planning Commission was supportive of the proposed regulations. The Planning Commission asked staff to consider the following items:

- Requiring STR permits to be renewed after 24 months
- Ongoing compliance monitoring to ensure all STRs have COV STR permit
- Define code compliance process for STR violations
- Consider requiring inspections for all new STR permit applicants
- Create an operator packet for all new STR applications

In response, staff will be monitoring and reporting permit findings at 12 and 24 months and requiring permit renewal at 24 months. The data collected via the city permit and provided by Host

permit renewal at 24 months. The data collected via the city permit and provided by First Compliance will be used to monitor all STRs and ensure they are operating legally. The short-term rental application now includes the process for responding to code violations. As of this report, staff is not recommending inspecting all new permitted STRs, as the influx of new permits would be administratively burdensome, and we do not inspect other existing residential units regularly. The proposed regulations do maintain the ability of the City to inspect any STR at the discretion of the City's Building Official and Fire Marshall, and there are examples from other jurisdictions that can inform how and when we may pursue STR inspections. And lastly, staff has created and updated the operator packet in alignment with discussion at the last Planning Commission workshop on this topic (Attachments D-G). Additions to the operator packet include more specificity around fire & life safety items including proper address identification, fire protection and safety equipment.

City Council also provided additional direction at a workshop on April 3, 2023, which included the following:

- Return to Council with updates on the process after one year and again at 24 months
- Establish goals for the STR program during 24-month period
- Get clarity from STR platforms what recourse the City has for STRs that are operating illegally in any way, in addition to local remedies like revoking permits and code enforcement
- Explore if permit fees could apply to the affordable housing fund or housing production
- Clarify that a new permit application and fee are required each time a unit has a new owner/operator, even if it has previously been operated as an STR prior to transfer/sale of the property

Regulations

Following feedback from City Council and Planning Commission as well as community feedback and comparative jurisdiction research, staff has prepared draft code language to regulate short-term rentals (Attachments C and D). The regulations are a response to the level of activity currently seen in the short-term rental market in Vancouver and the intent of the regulation is to strike a balance between community housing needs with individual property rights and the financial stability that additional revenue generated from STRs can provide.

The proposed regulations would allow short-term rentals in all residential and commercial zones, and in two industrial zones (OCI and ECX) as a limited use that must follow regulations in new code section 20.835. STRs must register with the Washington State Department of Revenue. STRs must follow all relevant short-term rental provisions listed in the Revised Code of Washington, [Chapter 64.37](#) and Consumer Safety measures listed in [67.37.030](#).

Short-term rentals must obtain a City of Vancouver business license. The regulations create a short-term rental permit with a one-time \$250 fee. Staff is proposing to review the performance of the permitting system after a 24-month monitoring period and require permit renewal as part of the transition from the pilot program to a permanent regulatory structure. In order to obtain a permit an applicant would need to provide an affidavit showing proof of mailing a letter of notification to property owners abutting and adjacent to the proposed short-term rental, copy of liability insurance for the rental property, and a completed permit application including the signed acknowledgement by the owner stating that the short-term rental will comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises in accordance with [VMC 17.08](#). A STR permit would expire if property ownership changes.

Please refer to Attachment B and C for the full proposed code language. In addition to the development of regulations, staff has created an Operator Packet that would provide detailed

information to STR operators, including an updated FAQ, good neighbor fact sheet, short-term rental permit application and neighbor notification letter (see Attachments D-G). The FAQ is meant to serve as a resource to educate STR operators and the broader public on the City's policies and how to handle issues. The good neighbor fact sheet is a resource for short-term rental operators, hosts, and guests, outlining the regulations around noise, parking, fire safety, garbage, and overall guest responsibilities. It also includes information about an online fire & life safety training opportunity our Fire Department is in the process of creating. The permit application requires short-term rentals to comply with all required standards in 20.835.050 VMC, include their City of Vancouver business license number and short-term permit number in all advertising, and register any short-term rental business with the City. The notification letter is meant to serve as a template letter that short-term rental operators can use to notify neighbors of their operations. The letter provides a way for neighbors to notify the owner/operator directly if/when issues occur, as a first option for resolution.

Implementation

If adopted, staff recommends that the regulations be "tested" for a 24-month pilot period to assess their effectiveness and determine what changes may be needed. During this time, STR counts will be collected through the City permitting process in addition to the monthly report received from the City's consultant Host Compliance. If the proposed regulations or modified regulations are adopted, staff would return to Council within a year to provide an update, and again at the 24-month mark to determine if the permitting process, development standards or code compliance process need any refinements. As directed by Council, during the pilot period staff will explore options for potentially adding an affordable housing fee to the STR permit to help mitigate impacts to housing availability, if there needs to be an annual or biannual renewal fee for a short-term rental permit to ensure cost-recovery and if applicable determine what the renewal fee would be, and if any additional restrictions should be added to the operation of short-term rentals.

Following adoption all current short-term rentals operating in the City of Vancouver will be notified of these regulations and be directed to follow the permitting process. Due to the initial surge of applications that are anticipated after the ordinance goes into effect, we are proposing allowing applicants a 30-day grace period to come into compliance.

Program Goals

In order to gauge the effectiveness of the short-term rental program during the 24-month pilot program we have established a set of goals including but not limited to:

- Ongoing compliance monitoring to ensure all STRs are compliant with required regulations
- Ongoing monitoring of impacts to long-term rental market including impacts to housing affordability
- Minimize public safety risks and possible noise and trash problems without creating additional work for the local police department and code enforcement personnel
- Monitor the responsiveness of code compliance cases
- Ongoing stakeholder outreach to determine program effectiveness

Advantage(s)

Implementation of a regulated and permitted short-term rental program that will allow the City the ability to monitor compliance with all city and state regulations.

Disadvantage(s)

None

Budget Impact

A \$250 one-time permit fee will be assessed to cover the costs associated with the staff time necessary to review the application.

Prior Council Review

The Planning Commission has held 2 public workshops on the proposed code changes, on September 13, 2022, and March 14, 2023. City Council had two public workshops on June 27, 2022, and April 3, 2023, and also discussed it as part of the Housing Code Changes Workshop on September 20, 2021.

Action Requested

On June 26, 2023, approve the Ordinance on first reading, setting the date of second reading and public hearing for July 10, 2023.

Jason Nortz, Development Review Manager, 360-487-7844

ATTACHMENTS:

- ▢ Short-Term Rental Ordinance
- ▢ Good Neighbor Handout
- ▢ Short-Term Rental FAQs
- ▢ Short-Term Rental Permit Application
- ▢ Neighbor Notification Letter
- ▢ Washington Short-Term Rental Comparisons
- ▢ SEPA DNS
- ▢ SEPA Checklist
- ▢ Short-Term Rental Staff Presentation

06/26/23
07/10/23

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington related to regulations and a permitting process for short-term rental of residential real property by amending Vancouver Municipal Code (VMC) 20.150, VMC 20.160, VMC 20.180.060, VMC 20.210, 20.410, VMC 20.420, VMC 20.430, VMC 20.440, and VMC 20.835; providing for savings, severability, and an effective date.

WHEREAS, the City's Land Use and Development Code, VMC Title 20, does not authorize short-term rentals in residential zones and, within the last decade, the popularity of STRs has increased dramatically as a substitute for (or preferred option to) traditional lodging like hotel rooms across many jurisdictions in the country; and

WHEREAS, pursuant to direction from City Council, the City has engaged in a multi-year outreach and monitoring program to determine the current short-term rental market in Vancouver and, as a result of extensive research and public outreach detailed in **Staff Report #** _____ dated June 7, 2023; and

WHEREAS, this investigation and outreach resulted in City Council directing staff to develop regulations and a permitting process authorizing short-term rentals in most zoning districts as a limited use; and

WHEREAS, the Planning Commission held two public workshops, on September 13, 2022, and March 14, 2023, and City Council held two public workshops on June 27,

2022, and April 3, 2023, to discuss and evaluate the proposed code changes and provide additional direction on public policy, safety considerations, enforcement implications, and impacts on housing availability and affordability for the proposed regulations, as set forth in this ordinance; and

WHEREAS, this ordinance is a response to the level of activity currently seen in the short-term rental market in Vancouver and the intent of the regulations provided herein is to strike a balance between community housing needs with individual property rights and the economic stability that additional revenue generated from short-term rental operation can provide; and

WHEREAS, short-term rentals continue to be subject to other regulatory controls, such as registering with the Washington State Department of Revenue, obtaining a City of Vancouver business license, and following all relevant short-term rental provisions listed in the Revised Code of Washington (RCW) Chapter 64.37, including the and Consumer Safety measures listed in RCW 67.37.030; and

WHEREAS, pursuant to VMC Section 20.285.070 the proposed text amendments to the Comprehensive Plan or VMC Title 20 zoning standards demonstrate that this ordinance consistent with the applicable provisions of the Vancouver Strategic Plan and Comprehensive Plan; and the proposed change is necessary to further the public interest based on present needs and conditions; and

WHEREAS, on March 24, 2023, the City as lead agency, under the authority of Washington Administrative Code (WAC) 197-11-330(1) and 197-11-350, issued a State Environmental Policy Act (SEPA) Notice of Determination of Non-Significance (DNS) for this proposed zoning code text change amending VMC Title 20 to include definitions

and use classification for short-term rentals, introducing regulations for short-term rentals, and allowing short-term rentals in certain zoning districts as a limited use based on review of the SEPA Environmental Checklist as required by WAC 197-11-330(1) because it was determined that these regulations will not have a probable significant adverse impact on the environment and no procedural appeal of the DNA was filed within the deadline; and

WHEREAS, the regulations adopted through this ordinance will help the City to ensure that its built urban environment is one of the safest and most environmentally responsible and well maintained in the Pacific Northwest, strengthen commercial and retail community districts throughout the City and build the strongest, most resilient economy in the region;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Short-Term Rentals. A new section of the Vancouver Municipal Code (VMC) is hereby adopted and codified as VMC Chapter 20.835, Short-Term Rentals, in the form attached hereto as “Attachment A” and incorporated herein by reference.

Adopt Attachment A, attached hereto and incorporated herein by reference,

Section 2. VMC Title 20 Short-Term Rental Amendments. Amend those portions of VMC Title 20, summarized below and attached hereto as “Attachment B” and incorporated herein by reference:

A. Amend VMC 20.150.040E Definitions to add a new definition for Short-Term Rental and Short-Term Rental Operator.

B. Amend VMC 20.160.020 Use Classifications to add a new definition for Short-Term Rental.

C. Amend VMC 20.180.060, Planning Fees, Table 20.180.060 to include a short-term rental application fee of \$250.

D. Amend VMC 20.210.030 Exempt Activities to add Short-Term Rental permits.

E. Amend VMC 20.410.30-1 Lower-Density Residential Districts Use Table to add Short-Term Rental as a limited use in all zones subject to the provisions in Chapter 20.835 VMC Short-Term Rentals.

F. Amend VMC 20.420.30-1 Higher-Density Residential Districts Use Table to add Short-Term Rental as a limited use in all zones subject to the provisions in Chapter 20.835 VMC Short-Term Rentals.

G. Amend VMC 20.430.30-1 Commercial and Mixed-Use Districts Use Table to add Short-Term Rental as a limited use in all zones subject to the provisions in Chapter 20.835 VMC Short-Term Rentals.

H. Amend VMC 20.440.30-1 Industrial Zoning Districts Use Table to add Short-Term Rental as a limited use in the OCI and ECX zone districts subject to the provisions in Chapter 20.835 VMC Short-Term Rentals and as a prohibited use in IL and IH zones.

Section 3. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance 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 effect or invalidate the remainder of any parts thereof to any 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 5. Effective Date. This ordinance shall become effective immediately following the date of final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: July _____, 2023.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington related to regulations and a permitting process for short-term rental of residential real property by amending Vancouver Municipal Code (VMC) 20.150, VMC 20.160, VMC 20.180.060, VMC 20.210, 20.410, VMC 20.420, VMC 20.430, VMC 20.440, and VMC 20.835; providing for savings, severability, and an effective date.

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

20.150.040E Meanings of Specific Words and Terms Q through T.

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\(4\)](#).

A. *Urban Forestry.* Qualified professionals in urban forestry must have academic and field experience that makes them competent in urban forestry. This may include arborists certified by the International Society of Arboriculture or foresters certified by the Society of American Foresters. Qualified professionals in urban forestry must possess the ability to evaluate the health and hazard potential of existing trees, and the ability to prescribe appropriate measures necessary for the preservation of trees during land development.

B. *Critical Areas.* Qualified professionals in critical areas must have obtained a BS or BA or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology or a related field, and two years of related work experience. In addition:

1. A qualified professional for frequently flooded areas or a geologic hazard must be a registered professional engineer, geologist, engineering geologist or hydrogeologist licensed in the State of Washington with experience in the analyses required for the relevant hazard(s). For frequently flooded areas, a qualified professional may also be an architect where provided by state or federal law.
2. A qualified professional for wetlands must have a minimum of five years experience in wetland science including experience preparing wetland reports for review by regulatory agencies.

Reasonably Funded. A mitigation measure or other transportation system improvement scheduled for completion and designated as funded upon adoption of the most recent version of the Six-Year Street Plan.

Reasonably Safe from Flooding. Development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, “reasonably safe from flooding” means that the lowest floor is at least two feet above the highest adjacent grade.

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.

Regional Industry. An industrial or commercial land use which provides significant community-wide or regional economic benefit through the creation of new economic growth and employment opportunity.

Regional Public Facility. A land use which is designed to serve the needs of the community or region affected by the impact(s) of development. Regional Public Facilities include: airports, colleges, hospitals, regional parks or community centers.

Regulatory Flood. The flood used to define the outer boundary lines of the Flood Fringe. The 100-year flood will be the regulatory flood for the purposes of regulations contained in this title, but a lesser or greater flood limit may be set in any ordinance applying FF (Flood Fringe) or FW (Floodway) zoning to any land. The regulatory flood shall be based upon Flood Insurance Rate Maps (FIRMs) provided by the Federal Insurance Administration (FIA).

Remodel. An internal or external modification to an existing building or structure that does not increase the site coverage.

Remove or Removal. The act of removing a tree by digging up, cutting down or any act which causes a tree to die, significantly impacts its natural growing condition and/or results in diminished environmental benefits or a hazard tree: including but not limited to, damage inflicted on the root system by machinery, storage of material or soil compaction, changing the ground level in the area of the tree's root system, damage inflicted on the tree permitting infections or infestation, excessive pruning, paving with concrete, asphalt or other impervious material within the drip-line or any other action deemed harmful to the tree.

Residential Care Home. Any state or federally approved dwelling used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically and/or mentally handicapped. Residential care homes shall provide care for six or fewer residents.

Residential Care Center. Any state or federally approved facility, other than a clinic, used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically

and/or mentally handicapped. Residential care centers shall provide care to seven or more residents.

Restoration. Measures taken to restore an altered or damaged natural feature including:

- A. Active steps taken to restore damaged critical areas or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
- B. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events. See also wetland creation, re-establishment, and rehabilitation.

Right-of-Way, Public. 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.

Riparian area. The area adjacent to aquatic systems with flowing water (e.g., rivers, perennial or intermittent streams, seeps, springs) that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other. Riparian areas are defined differently in and for the purposes of the Vancouver Shoreline Management Master Program.

Riparian Management Area and Riparian Buffer. The regulated areas that include the land from the ordinary high water mark to a specified distance as measured horizontally in each direction. The Riparian Management Area is adjacent to the lake, stream or river, and the Riparian Buffer is adjacent to the Riparian Management Area. See Figure 20.740-1 at VMC [20.740.110\(A\)](#) or Figure 20.170.030-6 at VMC [20.170.030\(I\)](#).

Road. Means the same as street.

Roof. The exterior surface and its supporting structure on the top of a building.

Roof Line. The uppermost line of the roof of a building or, in the case of an extended facade, the uppermost height of said facade.

Runway. A defined area at an airport designed and constructed to accommodate the landing and takeoff of aircraft along its length.

Satellite Earth Station. The facilities used for reception and processing of programming services from a satellite prior to transfer to terrestrial distribution systems or for processing of programming and services from a terrestrial source before transmission via satellite.

School. An institution primarily engaged in academic instruction for all or part of the K through 12 educational program, public, parochial or private, and recognized or approved as such by the state. A school may also include the following uses: common accessory uses such as associated meeting rooms, auditoriums, athletic facilities and support facilities related to school district operations (e.g., offices, kitchens, counseling centers, head start, childcare, adult education, and family support centers) except for transportation, warehouse/storage, and maintenance facilities.

School, Pre. An institution primarily in child training and academic instruction prior to the mandatory first grade.

School, Specialized Instructional. An institution providing instruction and training in a specific service, art, dance, driving, and music. Includes vocation or trade such as business, real estate, travel, auto machinery repair, welding, and skill center.

Search Ring. Regarding wireless communications facilities, a geographic area identified by the communications service provider as necessary within which to locate a wireless facility or to enhance or expand its service.

Secure Community Transition Facility. A residential facility for persons civilly committed and conditionally released from a total confinement facility, operated by the Secretary of Washington Social and Health Services or under contract with the secretary pursuant to RCW [71.09.020\(10\)](#) as described in RCW [71.09.250](#) or as amended.

Sensitive Areas. For the purposes of Chapter [20.770](#) VMC Tree, Vegetation, and Soil Conservation, this includes streams, geologically hazardous areas, fish and wildlife habitat areas, wetlands, and their associated buffers.

Sensitive Resources. Any of the following types of sensitive areas and resources or cultural resources, when properly identified, designated or recorded as such by the applicable local, state or federal regulations:

1. Known archaeological and historical sites (to be recorded with the state);
2. Fish and Wildlife Habitat Conservation Areas (as identified in VMC [20.740.110](#));
3. Frequently Flooded Areas (as identified in VMC [20.740.120](#));
4. Geological Hazard Areas (as identified in VMC [20.740.130](#));
5. Wetlands (as identified in VMC [20.740.140](#)); and
6. Tree tracts, set aside for the preservation of tree groves, as defined in VMC [20.770](#) and approved by the city's Urban Forester; and
7. Riparian areas, as identified in the Vancouver Shoreline Management Master Program.
8. Natural soils and native vegetation preserved as part of a low impact development.

SEPA. State Environmental Policy Act, as amended.

SEPA Rules. Chapter [197-11](#) WAC, as adopted, revised, and amended by Ecology.

Service Area. A geographic area described in the city capital facilities plan in which a defined set of public facilities provides service to development within the area, provided, that the service area for schools shall be the applicable school district. Service areas may be separately described for each type of public facility.

Serviceable. For the purposes of 20.775 VMC, Wetland and Water Bodies Protection, serviceable means presently usable.

Setback. The minimum allowable horizontal distance from a given point or line of reference, such as a property line, to the nearest vertical wall or other element of a building or structure or edge of vehicle parking area as defined herein. Where a sidewalk or private roadway is placed in an easement, the setback shall be measured from the back of sidewalk or edge of easement if there is no sidewalk.

Sexually-Oriented Adult Arcade and Sexually Oriented Adult Arcade Premises. Any premises on which any sexually-oriented adult arcade device is located and to which patrons, customers, and/or members of the public are admitted.

Sexually-Oriented Adult Arcade Device. Also known as panorama, preview, picture arcade, or peep show, any device which, for payment of a fee, membership fee or other charge, is used to

exhibit or display a picture, view, film, videotape or videodisc, live show or other graphic display of specified anatomical areas. All such devices are denominated under this ordinance by the term sexually-oriented adult arcade device.

Sexually-Oriented Adult Entertainment. Any entertainment conducted in a public place of amusement where such entertainment involves a person appearing or performing in a state of nudity, as defined herein.

Sexually-Oriented Adult Entertainment Premises. Any premises to which the public, patrons or members are invited or admitted and wherein an entertainer provides sexually-oriented adult entertainment on a regular basis and as a substantial part of the business operation.

Shorelines of the State. Shorelines as defined in the Shoreline Management Master Program.

Short Plat. A map or representation of a short subdivision.

Short-Term Rental. A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.

Short-Term Rental Operator. Any person who receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.

Sidewalk. A facility made of concrete or other approved material for the conveyance of pedestrians usually adjacent to a street or between streets.

Sign. 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.

Sign Area. Means the entire area of a sign on which graphics, letters, figures, symbols, trademarks and/or text is to be placed, excluding sign structure, architectural embellishments and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the module or sign face containing the graphics, letters, figures, symbols, trademarks, and/or text; provided, however, the area of any sign using individual letters, numbers or symbols with a canopy, awning or wall as the background, without added decoration or change in the canopy, awning or wall, shall be the area within the shortest line drawn to include all letters, design and tubing which are a part of the sign or structure. For illuminated awnings the

area shall be limited to the area within the shortest line drawn to include all copy and graphics, excluding illuminated areas outside of these lines.

Sign, Awning. A sign attached to or incorporated into an awning.

Sign, Billboard. An outdoor advertising structure, 12 foot by 25 foot or larger, designed and constructed to carry posters.

Sign, Business Complex. A sign which is typically free-standing and is designed to identify multiple businesses in a business complex.

Sign, Canopy. A sign attached to or incorporated into a canopy.

Sign, Commercial. Any sign that advertises a product, service, entertainment or commodity sold or offered on the premises where it is located.

Sign, Complex. (Auto Dealership Plan District). A sign with the purpose of identifying the area and/or containing more than one manufacturers brand.

Sign, Construction. A temporary sign giving the name or names of principal contractors, architects, lending institutions, or other persons or firms responsible for construction on the site where the sign is located, together with other related information.

Sign, Directional. A sign designed and erected solely for the purpose of traffic or pedestrian direction, and which is placed on the property to which or on which the public is directed.

Sign, Electronic Message Center (EMC). Electronic message center (EMC) means an electrically activated sign whose message content, either in whole or in part, may be changed by means of electronic programming.

Sign, Elevation. Regarding sign regulations, the portion of any building exterior enclosing the applicant's place of business, measured horizontally by width of occupancy and vertically by height of occupancy on the street building frontage. In the case of a single-story building, vertical height of occupancy is measured to the eave or parapet line. For partial occupancy in a multi-story building, vertical height of occupancy is measured from floor line to floor line.

Sign Face. Means the portion of the sign on which the graphics, letters, figures, symbols, trademark or text is placed.

Sign, Fascia. A flat sign which projects less than one foot from the face or wall of the building, including parapet, upon which it is affixed, painted or attached, running parallel for its whole length to the face or wall of the building, and which does not extend beyond the horizontal width of such building.

Sign, Flashing. Any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally-mounted intermittent light source. Time and temperature signs are excluded from this definition. For the purpose of this Title, EMC's (consistent with the standards of VMC Section [20.960.060](#) I and Section [20.960.070](#) I) shall not be considered flashing signs.

Sign, Franchise. (Auto Dealership Plan District). A sign that identifies the manufacturers brand and/or name.

Sign, Free Standing. (Pole Signs and Monument Signs). A sign that is not attached to a building and is erected on a frame connected to the ground. Pole signs and monument signs are specific types of freestanding signs. A freestanding sign does not include a portable sign.

Sign Height. The vertical distance measured from grade at the point of support to the top of the sign or the sign's structure.

Sign Maintenance. The repair or refurbishment of a sign, sign structure or any part of each.

Sign, Marquee. A sign attached to or incorporated into a marquee.

Sign, Messages Without a Cabinet, Area of. The area of any single geometric shape which encompasses all lettering and/or graphic message.

Sign, Monument. Means a sign and supporting structure which is attached to the ground and has similar top and bottom dimensions and is constructed as a solid structure or one which gives the appearance of a continuous and unbroken mass, with no separations between the sign and the base.

Sign, Multi-faced. A sign with more than one face. These types of signs shall be considered one (1) sign for the purpose of determining the number of signs allowed.

Sign, NIT. A measurement of brightness used to rate luminous displays. NIT is expressed in "candelas per square meter".

Sign, Official. Means the same as Public-Sector Sign.

Sign, Off-Premises. A third-party sign that advertises goods, products, services or facilities or directs persons to a location different from where the sign is installed.

Sign, On-Premises. A sign which carries only advertisement strictly incidental to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, name of the business, and name of the person, firm or corporation occupying the premises.

Sign, Pole. A sign that is supported permanently upon the ground by poles or braces and not attached to any building.

Sign, Political Campaign. Any temporary sign which displays the name and/or picture of an individual seeking election or appointment to a public office or which pertains to a forthcoming public election or referendum or which advocates political views or policies.

Sign, Portable – Permanent. Permanent portable signs shall be defined as “onsite” signs placed in the right-of-way along the business frontage and on the same side of the street of the building or establishment which it advertises. Permanent portable signs shall be meant for continuous display during the hours the business is open and shall have the primary purpose of identifying the business.

Sign, Portable – Temporary. Temporary portable signs shall be defined as “off-site” signs placed in the right-of-way advertising an approved business or use. Temporary portable signs shall be displayed during the hours the business is open and shall have the sole purpose of identifying the business or providing directions.

Sign, Private Non-Commercial. Any sign under 6 square feet that does not advertise a product, service, entertainment, or commodity sold or offered on the premises where it is located.

Sign, Projecting. Shall mean any sign other than a wall sign, which is attached to or projects 12 inches or more from a structure or building face or wall.

Sign, Public-Sector. Any sign erected by any federal, state, county or city governmental agency or at the direction of any such governmental agency or court.

Sign, Public Service Information. A sign that provides general public service information to the public such as time, date, temperature, weather or directional information.

Sign, Reader Board. A sign constructed for the placing of advertising messages, which messages are changeable by use of manually removable or electrically changeable letters.

Sign, Rooftop. A sign erected upon the roof of a building, the entire face of which is situated above the roof line of the building to which it is attached, and which is wholly or partially supported by said building.

Sign, Rotating. A sign, any portion of which moves or is movable by any mechanical manner.

Sign, Secondary. A second free-standing sign on a given frontage in excess of 300 linear feet.

Sign, Sidewalk. A portable sign, typically in the shape of an inverted V, with two sign boards attached to each other at the top of the sign; also known as a sandwich board or A-frame sign. Each board shall be considered a separate sign face for purposes of determining allowable area of sign.

Sign, Temporary. Any sign that is not permanently installed or affixed to any sign structure or building, and not displayed for longer than 30 consecutive calendar days. In the case of construction project signs, they may be maintained for the duration of construction.

Sign, Time and Temperature. Means the same as Public Service Information Sign.

Sign, Vehicle. Any sign attached to or placed on a parked vehicle or trailer used principally for advertising purposes, rather than transportation, but excluding signs relating to the sale, lease, or rental of the vehicle or trailer and excluding signs which identify a firm or its product on a vehicle operated during the normal course of business.

Sign, Video. A sign providing information in both a horizontal and vertical format (as opposed to linear), through use of pixel and sub-pixel technology having the capacity to create continuously changing sign copy in a full spectrum of colors and light intensities.

Sign, Wall. Means the same as Painted Wall or Wall Graphic.

Sign, Window. Any sign affixed to (or painted on) the inside or outside of a window and intended to be viewed from the exterior of the structure.

Single Impact. An individual incidence of noise, actually measured in decibels, which may be heard on a property and which may be greater or lesser than the Ldn value, which is derived from the logarithmic averaging of single impacts within a period of time.

Significance. A quality of a property which helps one understand the history of the local area, state or nation by illuminating the local, statewide or nationwide impact of the events or persons associated with the property or its architectural type or style in information potential. The local area may be as large as Clark County or Southwest Washington or as small as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.

Single Room Occupancy (SRO). Occupancy by a single individual of a unit that contains no sanitary facilities or food preparation facilities or contains either but not both types of facilities.

Site. Any plot or parcel of land or combination of contiguous lots or parcels of land.

Six-Year Street Plan. That portion of the city's Capital Facilities Plan which inventories planned street and road construction and improvement, and which designates such construction projects and improvements as funded or nonfunded.

Slope. The deviation of a surface from horizontal, usually expressed in percent or degrees.

SMA. The State Shoreline Management Act of 1971, as amended.

Soft Armoring Techniques. Techniques that apply the principles of the biological, ecological, and soils sciences and structural engineering to build structures which, using live plant materials as a main structural component, stabilize the soil against erosion, sedimentation, and flooding. Also referred to as "bioengineering techniques."

Sound Transmission Reduction. Reduction of sound or noise from unit to unit utilizing the standards of the City Adopted Building Code(s).

Special Provisions. Street construction requirements peculiar to a special project that are not otherwise thoroughly or satisfactorily detailed and set forth in the standard specifications or standard plans.

Special Valuation Tax Incentive Program. The local option program that makes available to property owners a special tax valuation for rehabilitation of historic register properties under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation.

Specified Anatomical Areas. Regarding Adult Businesses, less than completely and opaquely covered: human genitals, pubic region, buttock and female breast below a point immediately above the top of the areola; and human male genitals in a discernibly turgid state even if completely and opaquely covered.

Specified Sexual Activities. Regarding Adult Businesses, human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse or sodomy; and fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget. This system was replaced by the North American Industrial Classification System (NAICS).

Start of Construction. The start of permanent construction or substantial improvement activity on a site within 180 days of the issuance of a building permit. Permanent construction activities include the pouring of slab or footings, the installation of pilings, construction of columns or any work beyond site preparation, excavation, setting of temporary forms or the placement of accessory buildings; or the placement of a manufactured home on a foundation. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Stealth Design. A wireless communications facility's support structure, antennae or accessory equipment structure that is designed to blend in with the existing physical environment, and reduce visual impacts to the extent possible.

Storage, Open. Storage of property outside of a fully enclosed building.

Storage Space. Sufficient space, either in individual dwelling units or common storage rooms, to provide adequate, secure, and convenient storage for items owned by building tenants.

Stormwater. Stormwater is that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a

stormwater drainage system into a defined surface waterbody or a constructed infiltration facility.

Stormwater Conveyance. Parts of a stormwater facility (such as pipes, culverts, swales, etc.) that are constructed specifically to transport water from one point to another. See Stormwater Facility.

Stormwater Facility. A constructed component of a stormwater drainage system, designed or constructed to perform a particular function or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts, street gutters, detention ponds, retention ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, biofiltration swales, bioretention, permeable pavement, and vegetated roofs.

Stormwater Manual. Stormwater Manual means the Stormwater Management Manual for Western Washington, which is the 5-volume technical manual prepared by the Washington State Department of Ecology Water Quality Program, December 2014, Publication No. 14-10-055 (a revision of Publication No. 12-10-030), 5 volumes, and as hereafter amended.

Stormwater Permit. Stormwater Permit means the City of Vancouver's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit issued August 1, 2013, which was modified, Effective January 16, 2014, by the Washington State Department of Ecology, and as hereafter amended or reissued.

Story. That portion of a building between the surface of any floor and the surface of the next floor above it; or, if there is no floor above it, the space between such floor and ceiling.

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.

Street. A private or public way designed primarily for vehicular traffic. It includes the terms road, highway, avenue, boulevard, thoroughfare, or other traffic way, and usually includes improvements, including curbs, sidewalks, and street pavement within the right-of-way.

Street Frontage. The linear frontage of a parcel of property abutting a single public street.

Street Functional Classification System. The adopted hierarchy of street use as it relates to volume, speed, regional, area-wide, and local characteristics.

Street, Private. A thoroughfare that is privately owned providing a means of access to a property or properties.

Street, Public. A thoroughfare or right-of-way dedicated, deeded, condemned or otherwise acquired by the public for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare.

Structure. Anything constructed or built, any edifice, building of any kind or any piece of work artificially built-up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming pools, wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts and similar recreation areas. For the purposes of VMC [20.740.120](#), Frequently Flooded Areas, a structure is a walled and roofed building, or a gas or liquid storage tank that is principally above ground.

Subdivision. The division or re-division of land into ten or more lots for the purpose of sale, lease or transfer of ownership. The term subdivision also applies to an area or tract of land that has been subdivided.

Subdivision, Short. The division, re-division or partition of land into nine or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease or transfer of ownership.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial Disturbance. Disturbance such that little or no useful archaeological data could be obtained.

Substantial Improvement. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

“Substantial improvement” is considered to occur at the start of construction. “Substantial improvement” does not include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Substantial Noise Impact. Exterior noise levels greater than Ldn 65, which impact necessitates special sound insulation to produce noise levels of 45 Ldn or less within the interior of a residential structure.

Survey, Archaeological. Regarding archaeological resource protection, a procedure by which an archaeologist makes a determination of the presence or absence of an archaeological site in a disturbance area, a preliminary assessment of the site’s potential significance, and a recommendation for further evaluation, avoidance, mitigation or recovery of resources in compliance with the provisions of [20.710](#) VMC.

System Development Charge (SDC). The connection fee charged so that the property upon which it is imposed will pay its equitable share of the costs of water-sewer system facilities which are system-wide in nature and are not site-specific needs, including such property’s equitable share of the amount required to upgrade such system to meet the demands imposed by the development.

System Improvements. Public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements.

Telecommuting. The use of telephones, computers or other similar technology to permit an affected employee to work at home or at a location closer to home than the affected employer’s principal worksite.

Temporary. A period not to exceed one year except as otherwise provided in this title.

Tenant Improvements. Construction improvements typically made to the interior of a nonresidential building to fit the building to a particular tenant's needs, or to create separate tenant spaces. Typically it involves such things as adding or removing walls, ceilings and doors; re-wiring for electrical outlets and lighting; and providing plumbing, sprinklers, counters and walk-in coolers, often as part of a separate lease space in a building.

Through-Ventilation. The encouragement of natural cross-ventilation.

Total Developable Land (TDL). That portion of the subject property remaining once sensitive areas are subtracted from the total acreage of a property or collection of properties proposed for development.

Tract. A piece of land set aside in a separate area for dedication to the public, a homeowner's association, or other entity, (e.g., open space, recreational facilities, and tree preservation) wetland or other sensitive lands.

Traffic Study. A study of traffic behavior by a licensed engineer.

Transit. A multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, ferry, rail, shared-ride taxi, shuttle bus or vanpool.

Transit Facility. A development provided by a public transportation provider, which is designed to aid or encourage community use or multi-modal public transportation system, such as bus and van/carpools.

Transitional Surfaces. An area extending outward at 90 degree angles to an airport's runway centerline at a slope of seven feet horizontally for each foot vertically.

Transitional Zone. The areas beneath the transitional surfaces.

Transplant. The relocation of a tree from one place to another on the same property.

Tree. Any self-supporting perennial woody plant that matures at a height greater than 26 feet and is generally referred to in the nursery and landscape industry as a tree.

Tree Farm. See Commercial Nursery.

Tree, Hazard. 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.

Tree, Mitigation. A tree planted and retained to achieve the required tree density for a parcel or to replace a tree removed in violation of city ordinance.

Tree, Nuisance. A tree that is causing physical damage to property or has been damaged by past maintenance practices, and for which horticultural practices cannot correct the problem.

Tree Preservation. The retention of a tree or trees during and after construction.

Tree, Specimen. A tree that has been given greater than standard tree density value by the planning official through the evaluation process.

Tree, Street. A tree located within a street right-of-way or street tree easement, adjacent to public or private streets, including undeveloped areas.

Tree Tract. A separate deeded tract of land, specifically set aside for the preservation and/or planting of trees. Stormwater retention/detention facilities, sensitive areas, and other common areas may be considered tree tracts if they currently support the growth of trees.

Tree Unit. A unit of measurement based upon the size of the tree as set forth in Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Plan. A plan that contains specific information pertaining to the protection of healthy soil, and the preservation, and planting of trees and native vegetation pursuant to Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Protection Area (TVSPA). A separate tract of land, which may or may not be deeded as such, specifically set aside for the preservation of healthy soils and the preservation or planting of existing and/or native vegetation and trees. Stormwater retention/detention facilities, critical area buffers and other common areas may be considered TVSPA if they currently or are improved to an extent where they can support healthy soils and the growth of native vegetation and trees. The purpose of these areas for preserving healthy soils, preserving and/or planting native vegetation and trees is stated on the face of the plat when applicable.

Tribe or Tribes. Regarding Archaeological Preservation, any federally-recognized or other local Native American government organization which may consider the site to be of historic or cultural significance.

Truck, Heavy. Trucks, including truck tractors and similar vehicles, with two or more rear axles.

Truck, Light. Trucks and similar vehicles with single rear axles and single rear wheels.

Truck, Medium. Trucks and similar vehicles other than truck tractors with single rear axles and dual rear wheels. Truck tractors are in the Heavy Truck category. (Ord. M-4325 § 3, 2020; Ord. M-4179 § 65, 2016; Ord. M-4034 § 2, 2012)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

City Telephone: (360) 487-8711

[Code Publishing Company](#)

20.160.020 Listing of Use Classifications.

A. Residential use types.

1. *Household Living.* Living facilities for small groups (households) of people who are related or unrelated, featuring self-contained units including facilities for cooking, eating, sleeping, and hygiene. Tenancy is longer than 30 calendar days. Household structures include single-family detached and attached dwellings; duplexes; multi-family dwellings; and modular and manufactured housing units. Most types of senior housing, (e.g., congregate care or assisted living) are considered to be household living if residents live in self-contained units, even if there are also shared facilities within the building. The maximum number of people who may reside in any given dwelling unit shall be determined by the city adopted building code.
2. *Group Living.* Living facilities for groups of individuals that include at least one person residing on the site who is responsible for supervising, managing, monitoring and/or providing care, training or treatment of residents. Larger group living facilities may also be characterized by shared facilities for eating, hygiene and/or recreation. Examples include nursing/convalescent homes, residential care homes or centers; single-room occupancy (SROs) facilities; sororities/fraternities and convents/monasteries. Tenancy is typically 30 days or more. Excludes detention and post-detention facilities (see subsection [\(E\)\(5\)](#) of this section, Detention and Post-Detention Facilities).
3. *Home Occupation.* Commercial, office or other economic activity wholly contained within the residence or accessory building within which it is located, and is clearly subordinate to the primary residential use.
4. *Medical Center Residential.* Extended stay facilities and medical center uses that typically occur in a residential setting, if approved through a Public Facilities Master Plan pursuant to Chapter [20.268](#) VMC. Examples include extended stay housing for employees and patient families and midwifery practices that occur in a single-family residential scaled structure. Maximum occupancy and other parameters may be determined through the master plan review process.
5. *Short-Term Rental.* A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than thirty consecutive days.

B. *Civic use types.*

1. *Basic Utilities.* Unstaffed community infrastructure, including but not limited to water tanks, sewer pump stations, telephone exchanges, and electric power substations. Excludes facilities that include offices, service centers and/or material storage (See subsection [\(C\)\(6\)](#) of this section, Office, and subsection [\(D\)\(1\)](#) of this section, Industrial Services).
2. *Colleges.* Institutions of higher education. Accessory uses may include classrooms, laboratories, theaters, auditoriums, libraries, dormitories, eating facilities, bookstores, other small-scale retail, general offices, and parking. Excludes private, profit-making trade, and vocational schools (see subsection [\(C\)\(4\)\(b\)](#) of this section, Personal Services). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
3. *Community Centers.* Public, private, and nonprofit social, resource and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: community centers; senior centers; homeless day centers. Accessory uses may include offices, food preparation and service, child care, laundry facilities, showers, health assessments, classrooms and related activities.
4. *Community Recreation.* Public, private, and nonprofit recreational, social and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: health/fitness clubs; indoor or outdoor tennis/racquetball and soccer clubs and other sports fields; indoor/outdoor swimming pools; boat launches; golf courses, and shooting ranges. Accessory uses may include clubhouses, pro shops, offices, locker rooms, restaurants/delis/concession stands, child care facilities, restrooms, maintenance facilities, and parking. Excludes such facilities when collocated in a public park (see subsection [\(B\)\(9\)](#) of this section, Parks/Open Space); and certain types of indoor recreational facilities (see subsection [\(C\)\(3\)\(b\)](#) of this section, Indoor Entertainment).
5. *Cultural Institutions.* Public or nonprofit cultural facilities including libraries, museums, historic sites, and galleries.
6. *Day Care.*
 - a. *Child Care.* As defined by the Revised Code of Washington (RCW) State Statute:

- i. *Family Child Day Care Home*. A facility where a person regularly providing care during part of the 24-hour day to 12 or fewer children in the family abode of the person or persons under whose direct care the children are placed.
- ii. *Child Care Center*. A person or agency that provides care for 13 or more children during part of the 24-hour day.

b. *Adult Day Care*. Provision of daytime services, including respite, recreational, social and therapeutic activities, to disabled and/or elderly adults in a group setting.

Categories include:

- i. *Residential Adult Day Care*. Provision of adult day care services for six or fewer handicapped and/or elderly adults, with or without compensation, in the home of the provider.
- ii. *Institutional Adult Day Care*. Provision of adult day care services for seven or more handicapped and/or elderly adults either in a residential or institutional, e.g., nursing home, setting.

7. *Emergency Services*. Public safety facilities including police and fire stations, and emergency communications, but not including ambulance services.

8. *Medical Centers*. Facilities providing inpatient, outpatient, emergency, and related ancillary services to the sick and infirm, including drug and alcohol treatment. Usually developed in campus setting. Accessory uses may include diagnostic and treatment facilities; laboratories; surgical suites; kitchen/food service facilities; laundry; housekeeping and maintenance facilities; administrative offices; and parking. Medical centers may also include free-standing offices for hospital-based and/or private-practice physicians and other allied health care professionals; these medical office buildings are regulated as offices. (see subsection [\(C\)\(6\)\(b\)](#) of this section) Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

9. *Parks/Open Space*. Lands that are maintained in a natural state and/or developed that are designed for public active and passive recreation. Examples include parks, public squares, recreational trails and nature preserves. Does not include areas in active

cultivation (see subsection [\(E\)\(1\)](#) of this section, Agriculture/Horticulture); or cemeteries (subsection [\(E\)\(4\)](#) of this section, Cemeteries).

a. *Neighborhood parks.* Small parks usually no greater than five acres designed to serve the immediate neighborhood. Access is on foot or bicycle with little or no on-site parking provided. Accessory uses may include low-impact outdoor playing/practice fields (without associated parking), playgrounds, sports courts, picnic areas, educational/interpretive facilities, walking/jogging paths, restrooms, and seating areas. May collocate with schools.

b. *Community parks.* Larger parks typically 15 acres or larger designed to serve a larger geographic area than a neighborhood park. Access is on foot and by bicycle, transit, and vehicle. May contain one or more Community Recreation uses as defined in subsection [\(B\)\(4\)](#) of this section. Other accessory uses may include walking/jogging trails; picnic shelters; outdoor performance facilities; off-leash dog, bicycle, and skateboard parks; sports courts, community gardens; bicycle, pedestrian, and transit amenities; educational/interpretive facilities; viewpoints; concessions; restrooms; caretaker and maintenance facilities; and parking. May collocate with schools.

c. *Regional parks.* Any park greater than 100 acres designed to serve regional needs. Accessory uses include any of the facilities found in neighborhood and community parks.

d. *Trails.* Publicly accessible walking, jogging or bike trails that extend beyond the boundaries of a single subdivision or development project. Accessory uses may include signage/maps; interpretive centers; viewpoints; and trailhead facility, restrooms, and parking. Does not include trails or portions of trails created as part of Neighborhood, Community and Regional Parks.

10. *Postal Service.* Refers to postal services and processing as traditionally operated by the U.S. Postal Service. Such facilities include customer sales, mail sorting, and fleet truck storage. Excludes profit-making parcel post or mail services (see subsection [\(C\)\(4\)\(b\)](#) of this section, General Retail, Personal Services).

11. *Religious Institutions.* Permanent places of religious worship that may include related accessory uses that are clearly incidental and secondary to religious worship, congregation, and teaching such as administrative offices; child care centers/pre-schools; classrooms for

religious instruction; auditoriums; social halls; rectories; and gymnasiums, playgrounds and other recreational facilities. May include on-site functions related to ministry to the poor such as emergency overnight shelter, food service, group meals and food and clothing pantries.

12. *Schools*. Public and private pre-school, kindergarten, elementary, middle, and high schools. Accessory uses include administrative offices; classrooms and laboratories; kitchen/cafeterias; auditoriums; gymnasium, swimming pools; playing fields and related indoor and outdoor physical education facilities; and storage and maintenance facilities. The programs and activities of other public and nonprofit organizations including those associated with adult education, after-school care, recreation and social services may collocate in a school facility. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

13. *Social/Fraternal and Clubs/Lodges*. Nonprofit organizations with social, philanthropic and/or recreational functions and activities.

14. *Transportation Facilities*. Bus, trolley, street car; light and heavy rail transit stops and stations; water taxi and ferry stations; and accessory bicycle parking. Excludes airports (see subsection [\(E\)\(2\)](#) of this section, Airports/Airparks); public streets and sidewalks; and heavy and light rail maintenance/switching yards (see subsection [\(D\)\(3\)](#) of this section, Railroad Yards); and heliports (see subsection [\(E\)\(7\)](#) of this section, Heliports). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

15. *Park & Ride Facilities*. Park & Ride facilities means parking facilities that serve motorists transferring to or from urban public transportation vehicles or private car-pool vehicles.

C. *Commercial use types*.

1. *Commercial and Transient Lodging*. Residential facilities such as hotels, motels, rooming houses, bed-and-breakfast establishments, and homeless shelters where tenancy is typically less than one month. May include accessory meeting, convention facilities, and food preparation and service.

2. *Eating and Drinking Establishments.* Establishments that sell prepared food and beverages for consumption on site or take-away including restaurants, delicatessens, bars, taverns, brew pubs, espresso bars, and group meal service.

3. *Entertainment-Oriented.*

a. *Adult Entertainment.* Facilities including adult motion picture theaters; adult video/book stores; and topless, bottomless, and nude dance halls which include materials and activities characterized or distinguished by an emphasis on matters depicting specified sexual activities or anatomical areas.

b. *Indoor Entertainment.* Commercial indoor facilities such as bowling alleys, arcades, trampoline or bounce house facilities, shooting ranges, movie, and live performance theaters.

c. *Major Event Entertainment.* Facilities such as auditoriums, stadiums, arenas, amphitheaters, convention centers, and race tracks which provide athletic, cultural or entertainment events and exhibits for large groups generally exceeding 1,000 spectators.

4. *General Retail.*

a. *Sales-Oriented.* Establishments which provide consumer-oriented sales, leasing and rental of consumer, home and business goods including art; art supplies; bicycles; clothing; dry goods; electronic equipment; fabric; gifts; groceries; hardware; household products; jewelry; pets and pet products; pharmaceuticals; plant; printed materials; stationery; videos; and clothing and food pantries. Excludes large-scale consumer products (see subsection [\(C\)\(4\)\(d\)](#) of this section, Bulk Sales); and those sold primarily outdoors (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).

b. *Personal Services.* Establishments which provide consumer services such as banks and credit unions; barber and beauty shops; automated teller machines (ATMs) and related automated vending facilities; pet grooming; laundromats and dry cleaners; copy centers; photographic studios; specialized instructional schools; trade/vocational schools; massage therapy; acupuncture; and mortuaries.

c. *Repair-Oriented.* Establishments which engage in the repair of consumer and business goods including television and radios; bicycles; clocks; jewelry; guns; small

appliances and office equipment; tailors and seamstresses; shoe repair; locksmiths; and upholsterers.

d. *Bulk Sales*. Establishments which engage in the sales, leasing and rental of bulky items requiring extensive interior space for display including furniture, large appliances, and home improvement sales.

e. *Outdoor Sales*. Establishments that engage in sales requiring outdoor display and/or storage including lumberyards and nurseries.

5. *Motor Vehicle Related*.

a. *Motor Vehicle Sales/Rental*. Includes car, light and heavy truck, mobile home, boat and recreational vehicle sales, rental and service.

b. *Motor Vehicle Servicing/Repair*. Free-standing vehicle servicing and repair establishments including quick and general vehicle service, car washes and body shops not an accessory to new vehicle sales.

c. *Vehicle Fuel Sales*. Establishments engaging in the sale of gasoline, diesel fuel, and oil products for cars, trucks, recreational vehicles, and boats.

d. *Electric Vehicle (EV) Basic Charging Station*. A slow to medium level charging station for electric vehicles that is typically accessory to another use, such as single family residences, apartments, and businesses. Level 1 (120 volt AC) is considered slow charging. Level 2 (208 or 240 volt AC) is considered medium charging.

e. *Electric Vehicle (EV) Rapid Charging Station*. An industrial grade electrical outlet that allows for faster charging of electric vehicle batteries through higher power levels and that meets or exceeds any standards, codes, and regulations set forth by Chapter [19.28](#) RCW and consistent with rules adopted under RCW [19.27.540](#). Such stations are also known as Level 3 facilities and are considered fast or rapid charging (480-volt AC), and are generally available to the public.

f. *Electric Vehicle (EV) Battery Exchange Station*. A facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery. Such exchange stations may use a fully automated

process, which meets or exceeds any standards, codes, and regulations set forth by Chapter [19.27](#) RCW.

6. *Office.*

a. *General Office.* Government, business and professional offices that operate during typical weekday hours. Examples include local, regional, state, and federal offices and agencies; veterinary clinics; medical and dental laboratories; blood collection centers; offices for attorneys, architects, accountants, engineers, stockbrokers, real estate agents, mortgage bankers, insurance brokers, and other consultants; headquarters offices; sales offices; radio, and television studios. Also includes painting, landscaping, building and janitorial contractors where the indoor storage of materials and equipment are incidental to the office use. If this storage exceeds 50 percent of occupied space, such uses are classified as Industrial Services (see subsection [\(D\)\(1\)](#) of this section). Offices that are part of and are located within a firm in another use category are considered accessory to the firm's primary activity. Also excludes medical office and related facilities (see subsection [\(C\)\(6\)\(b\)](#) of this section).

b. *Medical Office.* Offices for physicians, dentists, chiropractors, and allied health care professionals; free-standing outpatient health care facilities; urgency clinics; naturopathic, and homeopathic facilities; and home health organizations that provide on-site services to patients and that generally operate during typical peak weekday hours.

c. *Extended Office.* Offices that operate during nontraditional hours including evenings, nights, and weekends. Examples include taxis and other vehicles for hire, funeral homes and accessory crematoria, telemarketing/service centers and internet communication centers. Accessory uses may include fleet vehicle parking, communication switching and other equipment and limited storage of goods.

7. *Non-Accessory Parking.* Any private or public vehicle and bicycle parking, either paid or free, which is not accessory to a primary use. Includes public and private parking structures and lots; and free-standing fleet vehicle parking lots.

8. *Self-Service Storage.* Commercial operations that provide rental of storage space to the public. The storage areas are designed to allow private access by the tenant for storing or removing personal property. These facilities do not include outdoor storage or moving and

storage companies where there is no individual storage or where employees are primary movers of the goods to be stored (see subsection [\(D\)\(5\)](#) of this section, Warehouse/Freight Movement). No tenant may use a self-service storage facility for residential purposes. Self-service storage is synonymous with self-service storage facility and mini-storage.

9. *Marina*. A facility that provides secure moorings for recreational or commercial boats.

10. *Artisan and Specialty Goods Production*. Small scale businesses that manufacture artisan goods or specialty foods. Small manufacturing production aims at direct sales rather than the wholesale market. This small-scale manufacturing use is intended to be allowed where compatible with the commercial and residential fabric of the city center. An allowance for public viewing or customer service space is required with artisan and specialty goods production. This use category includes the following uses: Sugar and confectionary, fruit and vegetable preserving and specialty foods, bakeries and tortilla manufacturing; artisan leather, glass, cutlery, hand tools, wood, paper, ceramic, textile and yarn products; microbreweries, microdistilleries, and wineries. Refer to Commercial and Mixed-Use Districts Use Table 20.430.030-1 and Special Limitations on Uses, VMC [20.430.050](#).

D. *Industrial use types*.

1. *Industrial Services*. Includes the repair and servicing of industrial and business machinery, equipment and/or products. Examples include welding shops; machine shops; sales, repair, storage, salvage or wrecking of heavy machinery, metal and building materials; towing and vehicle storage; auto and truck salvage and wrecking; heavy truck servicing and repair; tire recapping and retreading; truck stops; building, heating, plumbing or electrical contractors; exterminators; janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use (see subsection [\(C\)\(6\)\(a\)](#) of this section); fuel oil distributions; solid fuel yards; laundry, dry-cleaning and carpet cleaning plants; and photo-finishing laboratories.

2. *Manufacturing and Production*. Includes production, processing, assembling, packaging or treatment of semi-finished or finished products from raw materials or previously prepared materials or components. Manufacturing production is intended for the wholesale market rather than for direct sales.

3. *Railroad Yards*. A terminus of several light or heavy railroad lines where the loading, unloading, transshipment, switching, maintenance, and storage of rail cars is undertaken.

4. *Research and Development.* Facility featuring a mix of uses including office, research laboratories, and prototype manufacturing. If the use contains no on-site manufacturing component, then it is considered General Office (see subsection [\(C\)\(6\)\(a\)](#) of this section).
5. *Warehouse/Freight Movement.* Uses involved in the storage and movement of large quantities of materials or products indoors and/or outdoors; associated with significant truck and/or rail traffic. Examples include free-standing warehouses associated with retail furniture or appliance outlets; household moving and general freight storage; food banks; cold storage plants/frozen food lockers; weapon and ammunition storage; major wholesale distribution centers; truck, marine and air freight terminals and dispatch centers; bus barns; grain terminals; and stockpiling of sand, gravel, bark dust or other aggregate and landscaping materials.
6. *Waste-Related.* Uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes or uses that manufacture or produce goods or energy from the composting of organic material. Examples include: recycling/garbage transfer stations; landfills; composting, energy recovery and sewage treatment plants; and hazardous waste handling and transfer facilities that do not treat or dispose of hazardous waste, as that term is defined in the Code of Federal Regulations, Title [40](#), Part 261. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act. Hazardous waste or disposal facilities are not included in this classification and are therefore not permitted in the city of Vancouver.
7. *Wholesale Sales.* Involves sales, leasing or rental of equipment or products primarily intended for industrial, institutional or commercial businesses. Businesses may or may not be open to the general public, but sales to the general public are limited. Examples include the sale or rental of machinery, equipment, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures; mail order houses; and wholesalers of food, clothing, auto parts, and building hardware.
8. *Major Utility Facilities.* Those facilities which have a substantial public impact, including but not limited to: sewage treatment plants and lagoons; electric generation facilities including biomass and coal energy generating facilities; and essential public facilities as defined in Chapter [20.855](#) VMC, Essential Public Facilities.

E. *Other use types.*

1. *Agriculture/Horticulture.* Open areas devoted to the raising of fruits, vegetable, nuts, nursery stock and/or flowers, including community gardens; may include on-site sales of products grown on the site. Excludes nurseries (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).
2. *Airports/Airparks.* Includes aircraft runways, landing strips and uses supporting airport operations such as control towers, hangars, and fuel storage facilities. Also includes uses incidental to airports such as aerial mapping; air cargo warehousing and distribution, airport pilot training schools; aircraft sales and repair; aviation clubs and museums; and public transportation transfer areas. Such a facility that has “regional” or “state-wide” significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
3. *Animal Kennel/Shelters.* Animal kennel and shelter facilities for the overnight boarding of dogs, cats and other domestic pets. Excludes dog day care (see subsection [\(E\)\(6\)](#) of this section, Dog Day Care); and veterinary clinics (see subsection [\(C\)\(6\)\(a\)](#) of this section, General Offices).
4. *Cemeteries.* Facilities for storing human remains. Accessory uses may include chapels, mortuaries, crematoria, mausoleums, administrative offices, maintenance facilities, and parking.
5. *Detention and Post-Detention Facilities.* Uses which have the characteristics of Group Living but are devoted to the housing, training and supervision of those under judicial detention. Examples include prisons; jails; probation centers; juvenile detention homes; and related post-incarceration and half-way houses. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
6. *Dog Day Care.* Dog Day Care shall mean any premises containing four or more dogs, which are five months or older, where these domestic animals are dropped off and picked up daily for temporary care on site and where they may be groomed, trained, exercised, and socialized, but are not kept or boarded overnight, bred, sold or let for hire. Excludes Animal Kennel/Shelters (see subsection [\(E\)\(3\)](#) of this section, Animal Kennel/Shelters).

7. *Heliports*. Public or private facilities designed for the landing, departure, storage, and fueling of helicopters.
8. *Mining*. Uses that mine or extract mineral or aggregate resources from the ground for off-site use. Accessory uses may include storage, rock crushing, sorting, and transfer facilities.
9. *Rail Lines/Utility Corridors*. The regional corridors in public or private ownership dedicated for use by rail lines; above-grade or underground power or communication lines; water, sewer and storm sewer lines or similar services.
10. Temporary Uses
11. *Wireless Communication Facilities*. Includes publicly and privately owned towers and related transmitting equipment for television; FM/AM radio; cellular and two-way radio and microwave transmission; and related ancillary equipment buildings. Does not include radio/television transmission facilities that are part of the public safety network (see subsection [\(B\)\(7\)](#) of this section, Emergency Services). Does not include amateur (ham) radio antennas or towers. (Ord. M-4187 § 3, 12/05/2016; Ord. M-4103 § 4, 11/17/2014; Ord. M-4024 § 5, 09/10/2012; Ord. M-4002 § 4, 12/05/2011; Ord. M-3959 § 4, 07/19/2010; Ord. M-3931, Amended, 11/19/2009; Ord. M-3931 § 1, 11/02/2009; Ord. M-3922 § 3, 07/06/2009; Ord. M-3847 § 2, 11/19/2007; Ord. M-3832 § 2, 06/18/2007; Ord. M-3701 § 3, 05/02/2005; Ord. M-3663 § 3, 08/02/2004; Ord. M-3643, 01/26/2004)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

City Telephone: (360) 487-8711

[Code Publishing Company](#)

20.210.030 Exempt Activities.

A. *Exemptions.* Unless specified elsewhere in this title, the following development activities are exempt from the procedural requirements of this chapter:

1. Landscaping or landscape alterations, unless such landscaping or alterations would require a permit or approval pursuant to this title or modify or violate an approved plan, plat or a condition of approval of a prior permit. In such instance of modification, the permit shall be processed as a modification of the prior permit under Section [20.210.140](#) VMC, a plat alteration or other applicable procedure.
2. Normal or emergency repair or maintenance of public or private buildings, structures, landscaping or utilities.
3. A change of any legally-established use except if the change of use requires an increase in the number of parking spaces provided, requires a conditional use permit under Chapter [20.245](#), requires Type I or Type II site plan approval under Chapter [20.270](#) VMC, Site Plan Review, or is otherwise classified in this title as a Type I, II, III or IV action.
4. Building permits required pursuant to the City Adopted Building Code for construction not requiring a development application under Title [20](#).
5. On-site utility permits not obtained in conjunction with a specific development application, including but not limited to sewer hook-ups, water hook-ups, right-of-way permits, grading permits, and fire department permits.
6. Home occupation permits.
7. Sign permits.
8. Approval of escrow agreements/accounts.
9. All developments and buildings that are engaged in agriculture as defined in Chapter [20.160](#) VMC, Use Classifications.
10. Interior remodeling and tenant improvements unless site plan review is triggered under Section [20.270.020\(C\)](#) or [\(D\)](#).

11. Independent archaeological predeterminations or surveys not associated with a development application.

12. Short-Term Rental permits

B. *Other regulations apply.* Exemptions in (A) above are subject to all other applicable standards and requirements of the Vancouver Municipal Code. (Ord. M-3692 § 12, 02/28/2005; Ord. M-3643, 01/26/2004)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

City Telephone: (360) 487-8711

[Code Publishing Company](#)

20.410.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in low-density residential districts is presented in Table 20.410.030-1.

Table 20.410.030-1. Lower-Density Residential Districts Use Table

USE	R-2	R-4	R-6	R-9	R-17
RESIDENTIAL					
Household Living	P ¹	P ¹	P ¹	P ¹	P ¹
Group Living	P/X ¹	P/X ¹	P/X ¹	P/X ¹	P/X ¹
Home Occupation	L ²	L ²	L ²	L ²	L ²
Medical Center Residential	L ²³	L ²³	L ²³	L ²³	L ²³
Short-Term Rental	L²⁶	L²⁶	L²⁶	L²⁶	L²⁶
HOUSING TYPES					
Single Dwellings, Attached	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸
Single Dwellings, Detached	P	P	P	P	P

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	R-2	R-4	R-6	R-9	R-17
Accessory Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴	L ⁴
Duplexes ²²	L ²¹	L ²¹	L ²¹	L ²¹	L ²⁴
Multi-Dwelling Units	X	X	X	X	L ²⁴
Existing Manufactured Home Developments	L ⁵	L ⁵	L ⁵	L ⁵	L ⁵
Designated Manufactured Homes	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹
New Manufactured Homes	L ²⁰	L ²⁰	L ²⁰	L ²⁰	L ²⁰
Cottage Cluster Housing	p ²⁵	p ²⁵	p ²⁵	p ²⁵	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	X	X	X	X	X
Community Recreation	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Cultural Institutions	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷
Day Care					
– Family Day Care Homes	p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
– Child Care Centers	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
– Adult Day Care	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹
Emergency Services (except ambulance services)	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Ambulance Services	X	X	X	X	X
Medical Centers	X	X	X	X	X
Parks/Open Space					

USE	R-2	R-4	R-6	R-9	R-17
– Neighborhood Parks	P	P	P	P	P
– Community Parks	P	P	P	P	P
– Regional Parks	C	C	C	C	C
– Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Schools	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Social/Fraternal Clubs	X	X	X	X	X
Transportation Facilities	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
COMMERCIAL					
Commercial and Transient Lodging	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³
Eating/Drinking Establishments	X	X	X	X	X
Entertainment-Oriented					
– Adult Entertainment	X	X	X	X	X
– Indoor Entertainment	X	X	X	X	X
– Major Event Entertainment	X	X	X	X	X
General Retail					
– Sales-Oriented	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Personal Services	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Repair-Oriented	X	X	X	X	X
– Bulk Sales	X	X	X	X	X

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	R-2	R-4	R-6	R-9	R-17
– Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
– Motor Vehicle Sales/Rental	X	X	X	X	X
– Motor Vehicle Servicing/Repair	X	X	X	X	X
– Vehicle Fuel Sales	X	X	X	X	X
– EV Basic Charging Stations (accessory only)	P	P	P	P	P
– EV Rapid Charging Stations (accessory only)	P	P	P	P	P
– EV Battery Exchange Stations	X	X	X	X	X
Offices					
– General	X	X	X	X	X
– Medical	X	X	X	X	X
– Extended	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Marinas	C	C	C	C	C
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	R-2	R-4	R-6	R-9	R-17
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵
Detention and Post-Detention Facilities	X	X	X	X	X
Dog Day Care	X	X	X	X	X
Heliports	X	X	X	X	X
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	P	P	P	P	P
Temporary Uses	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶
Wireless Communication Facilities	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷

1 Residential care homes, state or federally approved, with six or fewer residents and any required on-site residential staff permitted by right; all larger group living uses prohibited.

2 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

3 *Reserved for future use.*

4 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

5 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.410.050\(F\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision.

6 Subject to provisions in VMC [20.895.040](#), Community Recreation and Related Facilities.

7 Libraries only permitted outright; all other cultural institutions are conditional uses.

8 Family day care homes for no more than 12 children are permitted when licensed by the state.

9 Adult day care facilities for six or fewer adults allowed as limited uses subject to compliance with the development standards governing home occupations, per VMC [20.860.020\(B\)\(1\)](#) through [\(B\)\(7\)](#); facilities with seven to 12 adults allowed as conditional uses; and larger facilities are prohibited.

10 *Repealed by M-4289.*

11 Schools, religious institutions, government buildings, fire stations, child care centers, and emergency services facilities that meet all of the criteria contained in VMC [20.410.050\(D\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).

12 Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.

13 One- and two-bedroom bed-and-breakfast facilities are permitted outright and three- to six-bedroom bed-and-breakfast facilities are allowed as conditional uses, with all bed-and-breakfast facilities subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments. No more than six bedrooms are allowed under any circumstances. All other commercial lodging is prohibited.

14 Retail commercial uses limited to 1,500 gsf per use to a maximum of 5,000 square feet in planned developments of 150 units or more. See VMC [20.260.020\(B\)\(1\)\(b\)\(2\)](#).

15 Subject to provisions in VMC [20.895.030](#).

16 Subject to provisions in Chapter [20.885](#) VMC, except sales of fireworks which are prohibited in residential zones.

17 Building-mounted antennas are allowed by conditional use on nonresidential buildings in single-family residential zones subject to requirements contained in Chapter [20.890](#) VMC, Wireless Communication Facilities.

18 Subject to VMC [20.260.020\(B\)\(1\)\(a\)\(2\)](#), planned development, VMC [20.910.050](#), Zero Lot Line Developments, and Chapter [20.920](#) VMC, Infill Development Standards.

19 A “designated manufactured home” is exempt from the development standards of VMC [20.410.050\(F\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufactured home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

20 Subject to VMC [20.410.050\(F\)](#), Development Standards – Criteria for Placement of Manufactured Homes.

21 Subject to Chapter [20.920](#) VMC, Infill Development Standards.

22 Existing duplexes built on lots meeting the minimum infill lot size standards of Table [20.920.060](#)-1 shall be considered conforming uses even if not part of an infill development.

23 Medical center residential uses, as defined in VMC [20.160.020](#), are permitted outright if approved through a public facilities master plan per VMC [20.680.040](#).

24 Two-family dwellings (duplexes), three-family, or four-family dwellings are permitted subject to density and development standards of the R-17 district.

25 Pursuant to Chapter [20.950](#) VMC, Cottage Cluster Housing.

26 Subject to the provisions in Chapter 20.835 VMC, Short-Term Rentals

(Ord. M-4377 § 2(a), 2022; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4255 § 6, 2018; Ord. M-4254 § 3(BB), 2018; Ord. M-4187 § 5, 2016; Ord. M-4071 § 7, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 2, 2012; Ord. M-4034 § 10, 2012; Ord. M-4024 § 6, 2012; Ord. M-4002 § 5, 2011; Ord. M-3931 § 9, 2009; Ord. M-3922 § 19, 2009; Ord. M-3840 § 18, 2007; Ord. M-3709 § 4, 2005; Ord. M-3663 § 12, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

City Telephone: (360) 487-8711

[Code Publishing Company](#)

20.420.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in higher-density residential zones is presented in Table 20.420.030-1.

Table 20.420.030-1. Higher-Density Districts Use Table

USE	R-18	R-22	R-30	R-35	R-50
RESIDENTIAL					
Household Living	P	P	P	P	P
Group Living	P	P	P	P	P
Home Occupations	L ³	L ³	L ³	L ³	L ³
Short-term rentals	L²⁶	L²⁶	L²⁶	L²⁶	L²⁶
HOUSING TYPES					
Single Dwelling Units, Attached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X	X
Single Dwelling Units, Detached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X ⁵	X ⁵

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	R-18	R-22	R-30	R-35	R-50
Accessory Dwelling Units	P ¹	P ¹	P ¹	P ¹	P ^{1, 24}
Duplexes	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Multi-Dwelling Units	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Manufactured Home Developments	L ⁷	L ⁷ /X	L ⁷ /X	L ⁷ /X	L ⁷ /X
Designated Manufactured Homes	L/X ²³	X	X	X	X
New Manufactured Homes	L ²³	X	X	X	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	C	C	C	C	C
Community Recreation	C ⁸	C ⁸	C ⁸	C ⁸	C ⁸
Cultural Institutions	P/C ⁹	P/C ⁹	P/C ⁹	P	P
Day Care					
- Family Day Care Homes	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰
- Child Care Centers	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
- Adult Day Care	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹
Emergency Services (except ambulance services)	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
Medical Centers	C	C	C	C	C
Parks/Open Space					
- Neighborhood Parks	P	P	P	P	P
- Community Parks	P	P	P	P	P

USE	R-18	R-22	R-30	R-35	R-50
- Regional Parks	C	P	P	P	P
- Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Schools	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Social/Fraternal Clubs	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Transportation Facilities	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵
COMMERCIAL					
Commercial and Transient Lodging	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶
Eating/Drinking Establishments	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
Entertainment-Oriented					
- Adult Entertainment	X	X	X	X	X
- Indoor Entertainment	X	X	X	X	X
- Major Event Entertainment	X	X	X	X	X
General Retail					
- Sales-Oriented	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Personal Services	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Repair-Oriented	X	X	X	X	X
- Bulk Sales	X	X	X	X	X
- Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
- Motor Vehicle Sales/Rental	X	X	X	X	X

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	R-18	R-22	R-30	R-35	R-50
- Motor Vehicle Servicing/Repair	X	X	X	X	X
- Vehicle Fuel Sales	X	X	X	X	X
- EV Basic Charging Stations (accessory only)	P	P	P	P	P
- EV Rapid Charging Stations (accessory only)	P	P	P	P	P
- EV Battery Exchange Stations	X	X	X	X	X
Offices					
- General	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Medical	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Extended	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X

USE	R-18	R-22	R-30	R-35	R-50
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Detention & Post Detention Facilities	X	X	X	X	X
Dog Day Care	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹
Heliports	X ²⁰	X ²⁰	X ²⁰	X ²⁰	X ²⁰
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	C	C	C	C	C
Basic Utilities	P	P	P	P	P
Temporary Uses	L ²¹	L ²¹	L ²¹	L ²¹	L ²¹
Wireless Communication Facilities	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²

1 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

2 *The language for this footnote has been deleted.*

3 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

4 Provided the minimum required residential density is met, on an overall project basis.

5 Single-family dwelling units legally established prior to March 11, 2004, shall be considered permitted uses.

6 Subject to the provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

7 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.420.050\(G\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. Manufactured home developments in the R-22, R-30, R-35 zones are allowed as a limited use (L) only as part of a Chapter [20.260](#) VMC planned development that meets overall minimum density standards for the applicable zone.

8 Subject to the additional provisions in VMC [20.895.040](#).

9 Libraries permitted only; all other cultural institutions are conditional uses.

10 Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers are permitted as conditional uses, subject to the provisions of Chapter [20.840](#) VMC, Child Care Centers, unless part of a planned development, in which case they are approved subject to Chapter [20.260](#) VMC. All child care facilities must be licensed by the state.

11 Adult day care facilities with 12 or fewer clients are permitted outright; larger facilities are permitted as conditional uses.

12 *The language for this footnote has been deleted.*

13 *Repealed by M-4289.*

14 Schools, child care centers, and religious institutions that meet all of the locational criteria contained in VMC [20.420.050\(F\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).

15 Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.

16 Bed-and-breakfast establishments as limited uses subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments; all other commercial and transient lodging prohibited.

17 New commercial uses allowed as limited uses subject to special development restrictions in VMC [20.420.060](#). Existing commercial uses permitted if legally established prior to code effective date. However, alterations and expansions shall be subject to Chapter [20.245](#) VMC, Conditional Use Permits.

18 Subject to the provisions in VMC [20.895.030](#).

19 Subject to the provisions of Chapter [20.850](#) VMC, Dog Day Care.

20 Except as an accessory to a medical center.

21 Subject to provisions of Chapter [20.885](#) VMC, except sale of fireworks prohibited in residential zones.

22 Subject to the provisions of Chapter [20.890](#) VMC, Wireless Communication Facilities.

23 A “designated manufactured home” is exempt from the development standards of VMC [20.420.050\(G\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufacturing home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

24 Permitted only as existing nonconforming uses.

25 Subject to provisions in Chapter [20.410](#) VMC applying to the R-17 zoning district.

26 Subject to the provisions in Chapter 20.835 Short-Term Rentals

(Ord. M-4377 § 2(b), 2022; Ord. M-4289 § 4, 2019; Ord. M-4255 § 7, 2018; Ord. M-4254 § 3(CC), 2018; Ord. M-4223 § 4, 2017; Ord. M-4187 § 6, 2016; Ord. M-4105 § 3, 2014; Ord. M-4071 § 8, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 3, 2012; Ord. M-4024 § 7, 2012; Ord. M-4002 § 6, 2011; Ord. M-3959 § 25, 2010; Ord. M-3931 § 12, 2009; Ord. M-3840 § 20, 2007; Ord. M-3730 § 13, 2005; Ord. M-3709 § 7, 2005; Ord. M-3701 § 15, 2005; Ord. M-3663 § 15, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

City Telephone: (360) 487-8711

[Code Publishing Company](#)

20.430.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the commercial and mixed use zones is presented in Table 20.430.030-1.

Table 20.430.030-1. Commercial and Mixed-Use Districts Use Table

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
RESIDENTIAL									
Household Living	L ⁴	L ^{4,8}	L ^{4,8}	L ^{42,8}	L ^{5,8}		P ^{6,8}	P ⁸	P ⁸
Group Living	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷		P ⁶	P	P
Home Occupation	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰		L ¹⁰	L ¹⁰	L ¹⁰
Short-Term Rentals	L⁵⁵	L⁵⁵	L⁵⁵	L⁵⁵	L⁵⁵		L⁵⁵	L⁵⁵	L⁵⁵
HOUSING TYPES									
Single Dwelling Units, Attached	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Single Dwelling Units, Detached	X	X	X	X	X		P ⁶	P	X

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Accessory Dwelling Units	X	X	X	X	X		P ⁶	P	P
Duplexes	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	X
Multi-Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Existing Manufactured Home Development	X	X	X	X	X		X	X	X
Designated Manufactured Home	X	X	X	X	X		X	X	X
New Manufactured Home	X	X	X	X	X		X	X	X
Affordable Housing Projects	X	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	P
CIVIC (Institutional)									
Basic Utilities	C	C	C	P	C		C	C	C
Colleges	X	C	C	P	C		P	P	P
Community Centers	X	C	C	C	C		C	C	C
Community Recreation	X	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Cultural Institutions	L ¹⁹	P	P	P	P		P	P	P
Day Care									
- Family Day Care Home	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Child Care Center	L ¹³	L ¹³	L ¹³	L ¹³	L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Adult Day Care	P/C ¹⁴	P	P	P	P		P	P	P
Emergency Services	X	C	P	P	C		P	P	P
Medical Centers	X	C	C	P	C		C	P	C

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Parks/Open Space									
- Neighborhood Parks	P	P	P	P	P		P	P	P
- Community Parks	P	P	P	P	P		P	P	P
- Regional Parks	X	P	P	P	P		P	P	P
- Trails	P	P	P	P	P		P	P	P
Postal Service	L ¹⁹	P	P	P	P		P	P	P
Religious Institutions	X	P	P	P	C		P	P	P
Schools (not truck driving schools)	C	P	P	P	P		P	P	P
Social/Fraternal Clubs	C	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Transportation Facility	P	P	P	P	P		P	P	P
Park & Ride Facilities									
- Surface	X	L ⁴⁸	L ⁴⁸	X	X	X	X	X	X
- Structure	X	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	X	L ⁴⁸
COMMERCIAL									
Commercial and Transient Lodging	X	C	P	P	L ¹⁸ /C		L ¹⁸ /C	P	L ¹⁸ /C
Eating/Drinking Establishments	L ^{19/20}	P	P	P	P		P	P	P
Entertainment-Oriented									
- Adult Entertainment	X	X	L ²³	X	X		X	X	X
- Indoor Entertainment	X	P/L ²⁴	P/L ²⁴	P/L ²⁴	P/L ²⁴		P/L ²⁴	P/L ²⁴	P/L ²⁴
- Major Event Entertainment	X	X	P	P	C		C	X	C

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
General Retail									
- Sales-Oriented	L ¹⁹	P	P	P ²⁵	P		P	P ^{25, 46}	P
- Personal Services	L ¹⁹	P	P	P	P		P	P	P
- Repair-Oriented	X	P	P	P	X		P	P	P
- Bulk Sales	X	P	P	P	X		P	C/P ⁵³	P
- Outdoor Sales	X	C	P/L ²⁶	P/L ²⁶	X		P/L ²⁶	X	P/L ²⁶
Artisan and Specialty Goods Production	X	L ⁴⁰	L ⁴⁰	L ⁴⁰	X		X	X	L ^{40, 52}
Motor Vehicle Related									
- Motor Vehicle Sales/Rental	X	L ²⁷	P	P	X		C ²⁷	X, L ⁴⁵	X
- Motor Vehicle Servicing/Repair (entirely indoors)	X	L ²⁸	L ²⁸	L ²⁸	X		C ²⁸	X	X
- Vehicle Fuel Sales	X	L ²⁸	L ²⁸	L ²⁸	C		C ²⁸	X	X
- EV Basic Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
- EV Rapid Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
-EV Battery Exchange Stations	X	P	P	P	X		X	P	X
Office									
- General	L ¹⁹	P	P	P	P		P	P	P
- Medical	L ¹⁹	P	P	P	P		P	P	P
- Extended	X	P	P	P	X		X	P	X

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Marina (See also Chapter 20.760 VMC)	X	P	P	P	P		P	X	P
Non-Accessory Parking	X	C	C	C ⁴³	C		C	C ⁴³	X
Self-Service Storage	X	P ³ , ⁵⁰	P ⁵⁰	X	X		X	X	X
INDUSTRIAL									
Industrial Services	X	C	C	X	X		X	C/P ⁵⁴	X
Manufacturing and Production	X	C/X ³⁰	P/X ³¹	P/X ⁴¹	X		C/X ³²	P ⁴¹	C/X ³²
Railroad Yards	X	X	X	X	X	X	X	X	X
Research and Development	X	X	P	C	C		C	P	C
Warehouse/Freight Movement	X	X	X	X	X		X	X	X
Waste-Related	X	X	P ⁴⁷	X	X		X	X	X
Wholesale Sales	X	X	C	C	X		X	X	X
Major Utility Facilities	X	X	X	X	X		X	X	X
OTHER									
Agriculture/Horticulture	X	X	X	X	X		X	X	X
Airport/Airpark	X	X	X	X	X		X	X	X
Animal Kennel/Shelters	X	L ³³	L ³³	X	X		X	X	X
Cemeteries	X	C ³⁴	P ³⁴	C ³⁴	X		C ³⁴	X	C ³⁴
Detention & Post Detention Facilities	X	X	C/X ³⁵	C/X ³⁵	X		X	X	X
Dog Day Care	L ³⁶	L ³⁶	L ³⁶	L ³⁶	L ³⁶		L ³⁶	L ³⁶	L ³⁶
Heliports	X	X	X	C ³⁷	C ³⁷		C ³⁷	C ³⁷	C ³⁷

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Medical Marijuana Cooperatives	X	X	X	X	X		X	X	X
Recreational Marijuana, Production or Processing	X	X	X	X	X		X	X	X
Recreational Marijuana Retail	X	L ⁴⁹	L ⁴⁹	X	X		X	X	L ⁴⁹
Mining	X	X	X	X	X		X	C	X
Rail Lines/Utility Corridors	C	P	P	P	C		C	P	C
Temporary Uses	L ²⁶	L ²⁶	L ²⁶	L ²⁶	L ²⁶		L ²⁶	L ²⁶	L ²⁶
Wireless Communication Facilities	X	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹		L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹

1 Refer to Vancouver Central Park Plan District, Chapter [20.640 VMC](#).

2 Refer to Mixed Use standards in VMC [20.430.060](#).

3 A single ground floor caretaker/security/manager residence is allowed if it is an integral part of a mini-storage building.

4 All or part of residential uses must be located above the ground floor of the structure as specified by VMC [20.430.060\(B\)\(2\)](#) with exception of Community Commercial (CC) zoned properties fronting Broadway Street and located within the Uptown Village District of the Vancouver City Center Subarea Plan (refer to VMC [20.430.020\(B\)](#)).

5 Must have a minimum density of 10 dwelling units/net acre.

6 Allowed pursuant to mixed use standards of VMC [20.430.060](#).

7 Residential Care Homes with six or fewer residents and any required on-site staff permitted by right in housing above the ground floor; all larger group home uses are permitted conditionally.

8 Eligible affordable housing projects must (a) demonstrate eligibility for Washington State Housing Finance Commission Low Income Housing Tax Credits by providing at least 40 percent of units affordable to households at 60 percent of Area Median Income or otherwise as demonstrated eligible for credits; (b) include a guarantee that the threshold is maintained for at least 30 years unless specified longer by the finance

commission; and (c) be located on properties whose borders are within 1,000 feet of a bus rapid transit or other high capacity transit corridor, or transit corridors with existing weekday peak service frequencies of 35 minutes or less, as indicated in the C-Tran 2018-2033 Transit Development Plan.

9 The language for this footnote has been deleted.

10 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

11 Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

12 The language for this footnote has been deleted.

13 Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers (13 or more children) are Limited (L), subject to a Type II procedure in Chapter [20.210](#) VMC. Child care centers can also be approved as part of a Planned Development, Chapter [20.260](#) VMC. In all cases child care centers must meet the standards outlined in Chapter [20.840](#) VMC.

14 In the CN zone, adult day care facilities for six or fewer adults allowed outright in the CN zone, all other facilities are permitted as conditional uses.

15 The language for this footnote has been deleted.

16 The language for this footnote has been deleted.

17 Transportation facilities are permitted except for large or land-intensive facilities such as park-and-ride lots and water taxi and ferry stations.

18 Bed-and-breakfast establishments are allowed as limited uses, subject to the provisions in Chapter [20.830](#) VMC, and all other lodging allowed as conditional uses.

19 Limited uses subject to the development standards in VMC [20.430.040\(D\)](#).

20 Eating and drinking establishments are permitted only in conjunction with another permitted use on site. Exclusively or predominantly drive-through eating and drinking establishments are prohibited.

22 Limited uses subject to the development standards in VMC 20.430.050(B).

23 Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.

24 Provisions in VMC [20.895.060](#) apply to Indoor Target Shooting Ranges.

25 Pawnshops allowed in CX and CG Districts only. No more than four pawnshop establishments allowed in the CX District.

26 Subject to provisions in Chapter [20.885](#) VMC, Temporary Uses.

27 Sales/rental lots for motor vehicles only are subject to the following criteria: (a) the lot size is approximately 200 feet by 200 feet, or 100 feet by 100 feet if a corner lot, though smaller lots will be considered if shown to meet all other requirements; (b) reviewed and approved by the city transportation manager for on-site circulation, access, and parking plan; (c) located on a primary arterial with average traffic in excess of 10,000

vehicle trips per day; (d) employee/customer parking is provided at a rate of one space plus an additional space per each 5,000 square feet of lot area; (e) there is no vehicle display in setback areas, and all setbacks are landscaped rather than paved.

28 Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.

29 The language for this footnote has been deleted.

30 Micro-breweries and manufacturing of optical, medical and dental devices, goods, and equipment allowed by conditional use; all others prohibited.

31 Micro-breweries, bakeries, printing, publishing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, and manufacturing of optical, medical and dental devices, goods, and equipment allowed outright; all others prohibited.

32 Micro-breweries allowed by conditional use; all others prohibited.

33 Subject to provisions in VMC [20.895.020](#), Animal Kennel/Shelters.

34 Subject to provisions in VMC [20.895.030](#), Cemeteries.

35 Secure Transition Facilities as per VMC [20.855.020\(B\)\(6\)\(a\)](#) are prohibited.

36 Subject to the provisions in Chapter [20.850](#) VMC, Dog Day Care.

37 Subject to provisions in VMC [20.895.080](#), Private Landing Strips and Heliports. Airpark related uses are permitted in Pearson Airpark and Evergreen Airport only.

38 The language for this footnote has been deleted.

39 Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.

40 Subject to limitations in VMC [20.430.050\(A\)](#). Uses defined in VMC [20.160.020\(C\)\(10\)](#).

41 Printing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, computer research or assembly, and manufacturing of optical, medical and dental devices, goods and equipment permitted outright; all others prohibited.

42 Ground floor residential is allowed within the CX zone with the exception of properties fronting Main Street between Sixth Street and Mill Plain.

43 Parking structures are permitted outright.

44 Allowed subject to provisions of Riverview Gateway Plan District Standards, Chapter [20.680](#) VMC, and associated Master Plan adopted for the area of proposed development.

45 Motor vehicle rental permitted where ancillary to another use.

46 Retail uses shall not exceed 50,000 square feet in total floor space unless included in a mixed use building with other uses accounting for at least 20 percent of floor space, and is in full compliance with Riverview Plan District Design Guidelines.

47 Neighborhood recycling and/or yard debris collection centers which are exempt from a state solid waste handling permit are permitted; all other waste-related uses prohibited. If a neighborhood recycling and/or yard debris collection center is handling organic materials, they shall not be stored on site for a period longer than seven days.

48 See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.

49 Subject to Chapter [20.884](#) VMC.

50 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

51 Allowed subject to the provisions of the Heights District Plan standards, Chapter [20.670](#) VMC.

52 Permitted in the HX Plan district where commercial uses are permitted.

53 Bulk sales are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area) only. All other areas are conditional.

54 Building, heating, plumbing or electrical contractors, exterminators, janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use and photo-finishing laboratories are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area).

55 Subject to the provisions in Chapter 20.835 Short-Term Rentals

(Ord. M-4374 § 2, 2022; Ord. M-4341 § 3 (Exh. B), 2021; Ord. M-4289 § 4, 2019; Ord. M-4288 § 4, 2019; Ord. M-4255 § 8, 2018; Ord. M-4254 § 3(DD), 2018; Ord. M-4187 § 7, 2016; ACM dated 1/7/2016; Ord. M-4147 § 4, 2015; Ord. M-4071 § 4, 2014; Ord. M-4035 § 4, 2012; Ord. M-4034 § 13, 2012; Ord. M-4024 § 8, 2012; Ord. M-4002 § 7, 2011; Ord. M-4002 § 7, 2011; Ord. M-3959 § 26, 2010; Ord. M-3931 § 16, 2009; Ord. M-3922 § 22, 2009; Ord. M-3911 § 5, 2009; Ord. M-3891 § 5, 2008; Ord. M-3865 § 3, 2008; Ord. M-3840 § 22, 2007; Ord. M-3832 § 6, 2007; Ord. M-3730 § 19, 2005; Ord. M-3709 § 9, 2005; Ord. M-3701 § 17, 2005; Ord. M-3698 § 5, 2005; Ord. M-3667 § 3, 2004; Ord. M-3663 § 17, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

City Telephone: (360) 487-8711

[Code Publishing Company](#)

20.440.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.
5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (VMC Title [14](#)).

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1. Industrial Zoning Districts Use Table

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
RESIDENTIAL				
Household Living	L ²	L ²	L ²	L ²⁸
Group Living	P ²¹ /X	X	X	P ²¹ /X
Home Occupation	L ³	L ³	L ³	L ³
Short-Term Rentals	L³⁷	X	X	L³⁷
HOUSING TYPES				
Single Dwelling, Attached	L ²	X	X	L ²⁸

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Single Dwelling, Detached	X	X	X	X
Accessory Dwelling Units	X	X	X	X
Duplexes	L ²	X	X	L ²⁸
Multi-Dwelling Units	L ²	X	X	L ²⁸
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	C
Community Centers	P	X	P	P
Community Recreation	L ²⁴	P	X	L ²⁴
Cultural Institutions	X	P	X	P
Day Care				
- Child Care Center	L ⁴	L ⁴	X	L ⁴
- Adult Day Care	P	P	X	P
Emergency Services (except ambulance services)	P	P	P	P
Medical Centers	C	X	X	P
Parks/Open Space				
- Neighborhood Parks	P	P	P	P
- Community Parks	P	P	P	P
- Regional Parks	C	C	C	C

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Trails	P	P	P	P
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/X ²⁶	P	P	P/X ²⁶
Park and Ride Facilities				
Surface	X	L ³¹	L ³¹	X
Structure	L ³¹	L ³¹	L ³¹	L ³¹
COMMERCIAL				
Commercial and Transient Lodging	X	X	X	P
Eating/Drinking Establishments	L	L ⁵	L ⁵	L ⁶
Entertainment-Oriented				
- Adult Entertainment	X	L ⁷	L ⁷	X
- Indoor Entertainment	X	X	X	X
- Major Event Entertainment	X	X	X	X
Artisan Small Scale Manufacturing	X	X	X	P
General Retail				
- Sales-Oriented	L	L ⁶	L/C ⁶	L ⁶
- Personal Services	L	L ⁶	X	L ⁶
- Repair-Oriented	L	L ⁶	X	L ⁶
- Bulk Sales	X	X	X	X

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X
- Motor Vehicle Servicing/Repair	X	L ⁸	L ⁸	X
- Vehicle Fuel Sales	X	X	L ⁸	L ^{8, 29}
- EV Basic Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Rapid Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Battery Exchange Stations	P	P	X	P
Office				
- General	P	P	L/C ⁹	P
- Medical	P	P	X	P
- Extended	P	P	X	P
Marina (See also Chapter 20.760 VMC)	X	C	X	X
Nonaccessory Parking	C ¹⁰	L ¹⁰ /X	X	L ³⁰
Self-Service Storage	P ³⁵	P ³⁵	X	X
INDUSTRIAL				
Industrial Services	P	P	P	P
Manufacturing and Production	P	P ¹¹	P ¹¹	P
Railroad Yards	X	X	P	X
Bulk Crude Oil Storage and Handling Facilities	X ³⁴	X ³⁴	X ³⁴	X ³⁴
Petroleum/Oil Refineries	X	X	X	X

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Research and Development	P	P	C	P
Warehouse/Freight Movement	X	L ¹²	P	X
Waste-Related	X	X	P ²² /X	X
Wholesale Sales	P	L ¹²	X	X
Major Utility Facilities	X	X/P ³²	L ³³	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L ¹⁹	P	X
Animal Kennel/Shelters	X	L ¹⁷	L ¹⁷	X
Cemeteries	X	X	C	X
Detention and Post Detention Facilities	X	C/X ¹³	C ¹⁴	X
Dog Day Care	L ¹⁵	L ¹⁵	L ¹⁵	L ¹⁵
Heliports	C	C	C	C
Medical Marijuana Cooperatives	X	X	X	X
Recreational Marijuana Retail	X	X	X	X
Recreational Marijuana Growing or Processing	X	L ³⁶	L ³⁶	X
Mining	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Rail Lines/Utility Corridors	P/X ²³	P	P	P/X ²³
Wireless Communication Facilities	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶

¹ Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

- 2** In the OCI zone, multifamily housing allowed above ground floor only as specified by VMC [20.430.060\(B\)\(2\)](#). In all industrial zones, one caretaker residence permitted per use.
- 3** Subject to the conditions in Chapter [20.860](#) VMC, Home Occupations.
- 4** Child care centers allowed as a Limited (L) use, subject to a Type II procedure. Child care centers are permitted in order to provide service for those employees working in the IL district, subject to provisions in Chapter [20.840](#) VMC, Child Care Centers.
- 5** If within an industrial building, these uses shall consume no more than 10 percent of the building's total gross square footage. If freestanding, they shall be considered together with the rest of the project and shall consume no more than 10 percent of the site's total gross square footage.
- 6** These limited uses, separately or in combination, may not exceed 20 percent of the entire building square footage within a development complex. No retail uses shall exceed 40,000 gross square feet (gsf) per building or business; retail uses greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 7** Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.
- 8** Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.
- 9** Offices not accessory to a permitted use may not exceed 40,000 gsf; offices greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 10** In the OCI zone, nonaccessory surface parking is conditionally permitted on brownfields where subsurface environmental constraints effectively preclude other uses, provided such development complies with applicable local, state and federal environmental standards. In the IL zone, nonaccessory surface parking is permitted, and nonaccessory structured parking is prohibited. In the ECX zone, nonaccessory structural parking only shall be permitted.
- 11** Electroplating and related uses not permitted.
- 12** Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).
- 13** Secure Community Transition Facilities as per Chapter [20.150](#) VMC are prohibited.
- 14** In addition to other detention and post-detention facilities, Secure Community Transition Facilities are allowed by conditional use permit, subject to criteria set forth in VMC [20.855.020\(B\)\(6\)\(a\)](#).
- 15** Subject to provisions in Chapter [20.850](#) VMC, Dog Day Care.
- 16** Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.
- 17** Subject to provisions in VMC [20.895.020](#), Kennels/Shelters.
- 18** Surface mining is only allowed by conditional use on sites of 20 acres or larger which are adjacent to existing mining operations. Reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources is a permitted use in any nonresidential zoning district.

- 19** Allow airport/airpark related activities such as hangars, air cargo, and warehousing, pilot schools, aircraft sales and repairs, aviation clubs, and museum in the Light Industrial District (IL). New airports/airparks are prohibited.
- 20** All uses locating the OCI zone shall comply with the special use limitations of VMC [20.440.040\(C\)](#) and [20.440.050\(A\)](#). Development agreements in existence on the effective date of the ordinance codified in this section shall control the uses and development standards of the affected properties. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.
- 21** Existing legally established group living uses are permitted. New group living is prohibited.
- 22** Ten-day hazardous waste handling and transfer facilities, excluding facilities handling radioactive or high explosive materials, are allowed, provided such facilities: (a) do not repackage waste (except as necessary to address damaged or improper packaging); (b) are located at least 200 feet from any residential zoning district; and (c) do not store hazardous wastes (except for “universal wastes,” as that term is defined in Code of Federal Regulations, Title [40](#), Part 273) for more than 10 days.
- 23** Prohibited within 200 feet of a residential zone.
- 24** Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.
- 25** The language for this footnote has been deleted.
- 26** Transportation facilities are permitted except for large or land-intensive facilities such as water taxi and ferry stations.
- 27** All uses locating in the ECX zone shall comply with Chapter [20.690](#) VMC, Section 30 Employment Center Plan District. Development agreements in existence on the effective date of this ordinance shall control the uses and development standards of the affected properties, unless property owners choose differently as provided under VMC [20.690.030](#). In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.
- 28** In the ECX zone, multi-family housing is allowed above ground floor only; and one caretaker residence permitted per use.
- 29** Vehicle fuel sales is limited to one operation within the Section 30 Plan District
- 30** The language for this footnote has been deleted.
- 31** See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.
- 32** Major Utility Facilities are prohibited with the exception that sewer treatment plants and lagoons are allowed outright.

33 Biomass and coal energy generating plants are prohibited on Heavy Industrial zoned properties within the Vancouver City Center Subarea and Hough Neighborhood Association boundaries located west of Lincoln Street and east of the Burlington Northern Santa Fe Railroad tracks.

34 Existing bulk crude oil storage facilities including vested projects as of July 18, 2016, are prohibited to expand the amount of crude oil storage.

35 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

36 Subject to compliance with Chapter [20.884](#) VMC, Marijuana Businesses.

37 Subject to the provisions contained in Chapter 20.835 VMC, Short Term Rentals

(Ord. M-4354 § 3(G), 2021; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4288 § 5, 2019; Ord. M-4255 § 9, 2018; Ord. M-4254 § 3(FF), 2018; Ord. M-4187 § 8, 2016; Ord. M-4170 §§ 3, 4, 2016; Ord. M-4147, 2015; Ord. M-4071 § 5, 2014; Ord. M-4057 § 2, 2013; Ord. M-4035 § 5, 2012; Ord. M-4034 § 15, 2012; Ord. M-4024 § 9, 2012; Ord. M-4002 § 8, 2011; Ord. M-3959 § 28, 2010; Ord. M-3931 § 16, 2009; Ord. M-3930 § 7, 2009; Ord. M-3922 § 25, 2009)

Code reviser's note: Ord. M-4147, Amended, 12/07/2015, Effective 01/07/2016 AMC Correction; ACM, Amended, 12/02/2009, Renumber footnote 31; ACM M-3874, Amended, 03/19/2008, Footnote 22 was changed. Deleted other references.

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

City Telephone: (360) 487-8711

[Code Publishing Company](#)

20.180.060 Planning Fees.

Required planning fees. Fees for planning-related applications, permits, and services are set forth in Table 20.180.060.

Table 20.180.060.

Section	Activity	2023 Fees
1.	Address Changes	\$570.00
2.	Airport Height Combining District	\$812.00
3.	Appeals (to Hearing Examiner, Planning Commission, or City Council)	
A.	Filed by a recognized city neighborhood association	\$173.00
B.	Involving an individual single-family or duplex lot	\$800.00
C.	All other (see SEPA fees for SEPA procedural appeal fee)	\$2,286.00
4.	Archaeological Review	
A.	Predeterminations	
1.	Base fee	\$744.00

Section	Activity	2023 Fees
2.	Plus fee per acre for each acre more than five	\$126.00
B.	Surveys and other special studies	Cost recovery ²
5.	Binding Site Plan	
A.	Conceptual – Requiring subsequent site plan review	
1.	Same as comparable short subdivision or subdivision	See short subdivision or subdivision
B.	Detailed – Not requiring subsequent site plan review	
1.	Same as comparable short subdivision or subdivision	See short subdivision or subdivision
2.	Plus ½ comparable site plan review	See site plan review
6.	Boundary Line Adjustments	
	Base fee	\$1,200.00
	Plus fee per lot for each additional lot more than two	\$389.00
7.	Comprehensive Plan Amendments	\$15,774.00

Section	Activity	2023 Fees
	(includes rezone in conjunction with plan amendment)	
8.	Conditional Use Permit	
A.	Initial (community centers, group meal service, shelters)	\$1,716.00
B.	Initial (all others)	\$9,662.00
C.	Major modification, Type III	\$1,716.00
D.	Minor modification, Type I	\$389.00
9.	Continuance of Public Hearing	
A.	Initiated by applicant after public notice is mailed	\$2,286.00
B.	Resulting from inadequate information provided by the applicant. Does not apply in cases where new information is presented at the hearing by staff or other parties.	\$2,286.00
C.	Hearing examiner reconsideration request	\$2,286.00
10.	Covenant Release – Full and Partial	\$10,173.00
11.	Critical Areas Permit	

Section	Activity	2023 Fees
A.	Single-family and duplex lots (fee per applicable critical area)	
1.	Fish and wildlife habitat areas	\$1,716.00
2.	Frequently flooded areas	\$344.00
3.	Geologic hazard areas	\$344.00
4.	Wetland areas	\$1,716.00
B.	All others (fee per applicable critical area)	
1.	Fish and wildlife habitat areas	\$3,431.00
2.	Frequently flooded areas	\$787.00
3.	Geologic hazard areas	\$787.00
4.	Wetland areas	\$3,431.00
C.	Minor exception request	
1.	Single-family and duplex lots	\$787.00
2.	All others	\$822.00
D.	Reasonable use request	

Section	Activity	2023 Fees
1.	Single-family and duplex lots	\$5,031.00
2.	All others	\$10,006.00
E.	Digitizing critical areas geographic information	Cost recovery ²
12.	Design Review (Downtown)	
A.	Minor exterior reviews only	\$687.00
B.	All others, including new buildings	\$2,286.00
13.	Development Agreement	
A.	Initial	\$7,691.00
B.	Modification	\$3,525.00
C.	Extension	\$654.00
14.	Extension of Preliminary Approval	\$800.00
15.	Grading and Erosion Control Permit (includes plan check and inspection)	
A.	50 cubic yards or less and less than 1 foot in depth	No fee
B.	51 to 100 c.y. or greater than 1 foot in depth	\$149.00

Section	Activity	2023 Fees
C.	101 to 500 c.y.	
1.	Base fee	\$301.00
2.	Plus fee per 100 c.y. (or fraction thereof) above 500 c.y.	\$21.00 (Note: Maximum total grading and erosion control fee shall be \$407.00)
D.	Fees resulting from work in progress without a permit	2 × regular fee
16.	Home Occupation	
A.	General	\$227.00
B.	Penalty – When application is received after code enforcement action has been initiated	2 × regular fee
17.	Impact Fee Deferral for Single-Family Housing (administrative fee per lot)	\$717.00
18.	Joint Use Parking Agreement	\$1,286.00

Section	Activity	2023 Fees
19.	Land Use Permit (single-family residential; sheds; decks; driveways; fences, etc.)	\$60.00
20.	Lot Determination	
A.	Base fee (one to two lots)	\$2,505.00
B.	Plus per-lot fee over two	\$800.00
21.	Master Plan²	
A.	Conceptual (requiring subsequent site plan review)	\$8,887.00
B.	Detailed (not requiring subsequent site plan review)	\$8,887.00 plus ½ applicable site plan review fee
C.	Hybrid (conceptual approval for overall site, plus partial detailed approval)	\$8,887.00 plus ½ applicable site plan review fee for area for which detailed approval is sought
22.	Planned Development	

Section	Activity	2023 Fees
A.	Residential	
1.	Base fee	\$2,779.00
2.	Plus fee per unit	\$126.00
3.	Minimum: Maximum: Subdivision fee reduced by ½ when filed simultaneously.	Min. – \$3,974.00 Max. – \$17,971.00
B.	Nonresidential	
1.	Base fee	\$2,743.00
2.	Plus fee per sq. ft. – Ground floor	\$0.70
3.	Plus fee per sq. ft. – Upper floors	\$0.32
4.	Minimum: Maximum:	Min. – \$4,082.00 Max. – \$26,865.00
C.	Mixed	
1.	Base fee	\$2,743.00

Section	Activity	2023 Fees
2.	Plus fee per sq. ft. – Ground floor	\$0.70
3.	Plus fee per sq. ft. – Upper floors	\$0.32
4.	Minimum: Maximum: No rezone fee. Subdivision reduced by ½ when filed simultaneously.	Min. – \$4,082.00 Max. – \$27,051.00
23.	Planning Official Review	
A.	Temporary use	
1.	Seasonal or special event	\$111.00
2.	Temporary sales office, model home, or unforeseen emergency	\$337.00
3.	Temporary use in a commercial or industrial district	\$1,578.00
B.	Similar use determination or other	\$1,578.00
24.	Plat Alteration	\$7,385.00
25.	Post-Decision Reviews	

Section	Activity	2023 Fees
A.	Post-decision review – Type I	\$389.00
B.	Post-decision review – Type II	\$1,094.00
C.	Post-decision review – Type III	\$1,716.00
26.	Preapplication Conference Process	
A.	Preapplication conference request – Single-family and duplex lots	\$344.00
B.	Preapplication conference request - All others	\$1,211.00
C.	Preapplication waiver request	\$173.00
27.	Zoning Verification Letter (authorizes replacement of destroyed structure)	\$261.00
28.	Reporting (misc. application and permit information)	Cost recovery ²
29.	SEPA Checklist (Environmental Review)	
A.	Grading permit	
1.	Single-family and duplex lots	\$151.00
2.	All other	

Section	Activity	2023 Fees
a.	Base fee	\$1,121.00
b.	Plus fee per acre of land disturbed by the project	\$21.00
B.	Subdivision or planned development	
a.	Base fee	\$915.00
b.	Plus fee per acre of land disturbed by the project	\$10.45
C.	Site plan review – Residential	
a.	Base fee per unit up to five units	\$227.00
b.	Plus fee per unit more than five	\$23.00
D.	Nonprojects (including rezone and annual review applications)	\$2,515.00
E.	All other reviews	
a.	Base fee	\$1,830.00
b.	Plus fee per acre of land disturbed by the project	\$61.00

Section	Activity	2023 Fees
F.	SEPA procedural appeal (See “Appeals – All others” for substantive SEPA appeal fee)	\$148.00
G.	Environmental impact statement (EIS) review	Cost recovery ²
30.	Shoreline Permits	
A.	Shoreline substantial development permit	\$8,001.00
B.	Shoreline conditional use permit	\$8,802.00
C.	Shoreline variance request	\$8,802.00
31.	Short Subdivisions	
A.	Preliminary (nine lots or fewer) plats	\$7,773.00
B.	Final plat check	\$2,641.00
32.	Short-Term Rentals	\$250.00
32-33.	Signs – All Except Sandwich Board Signs	\$389.00
33-34.	Site Plan Review (Type I)	
A.	Residential	\$337.00
B.	Nonresidential	\$1,578.00

Section	Activity	2023 Fees
C.	Qualifying planned action	Same as Type II site plan review fees
34-35.	Site Plan Review (Type II) – Residential	
A.	Base fee	\$1,977.00
B.	Plus fee per unit	\$137.00
C.	Maximum fee	\$27,873.00
35-36.	Site Plan Review (Type II) – Nonresidential	
A.	General case	
1.	Base fee	\$5,372.00
2.	Plus fee per sq. ft. – Ground floor	\$0.22
3.	Plus fee per sq. ft. – Upper floors	\$0.10
B.	Commercial pad within a previously approved site plan that was not originally reviewed for the proposed specific use or structure	\$3,668.00
C.	Land-extensive uses such as a golf course	\$4,422.00
D.	Unoccupied commercial and utility structures	\$2,036.00

Section	Activity	2023 Fees
<u>36-37.</u>	Special Valuation – Historic Preservation	\$582.00
<u>37-38.</u>	Subdivisions – Preliminary	
A.	2 – 9 lots (not qualifying as a short subdivision)	\$8,220.00
B.	10 – 22 lots	\$11,885.00
C.	23+ lots	
1.	Base fee (for first 23 lots)	\$11,885.00
2.	Plus fee per lot (each lot more than 23)	\$296.00
D.	In conjunction with a planned development	½ regular fee
<u>38-39.</u>	Subdivisions – Final Plat Check	\$5,985.00
<u>39-40.</u>	Tenant Improvement, Including Multifamily (if exempt from site plan review)	\$111.00
<u>40-41.</u>	Tree Plan Review	
A.	Levels 1, 2, 4, 5	\$378.00
B.	Levels 3, 6, 7	\$126.00
<u>41-42.</u>	Variance (full fee for 1 variance; ½ cost for 2nd; \$0.00 for 3rd or more)	

Section	Activity	2023 Fees
A.	Type I	
1.	Single-family and duplex lots	\$787.00
2.	All other	\$822.00
B.	Type II	
1.	Single-family and duplex lots	\$2,484.00
2.	All other	\$5,983.00
42.43.	Zoning Certificates	\$857.00
43.44.	Zoning Map or Text Change (not involving comprehensive plan amendment)	\$10,305.00

1 Fees effective on January 1, 2023, shall be further adjusted as provided for under VMC [20.180.050](#).

2 Cost Recovery: Applicants or persons requesting reports will be required to sign an agreement that they will pay the actual cost of the work being performed. Actual costs will be calculated based on the salary and benefits of the employees performing work plus overhead at a rate of 30 percent.

3 Projects with approved master plans, which include preliminary stormwater and transportation plans, shall be entitled to a 30 percent reduction in the fee for stormwater and transportation plan review.

(ACM dated 1/9/2023, CPI Increase; Ord. M-4402 § 3(F), 2023; Amended during 7/22 update; Ord. M-4376 § 11 (Exh. A), 2022; Ord. M-4363 § 10 (Exh. A), 2022; ACM dated 12/28/2021, CPI Increase; ACM dated 11/30/2020, CPI-increase; ACM dated 12/19/2019, CPI Increase; Ord. M-4255 § 4, 2018; ACM dated 11/7/2018, CPI Increase; ACM dated 12/20/2017, CPI Increase; Ord. M-4205 § 1; ACM dated 11/23/2016, CPI Increase; Ord. M-4172 § 3, 2016; ACM dated 12/31/2015, CPI Increase; Ord. M-4097 § 2, 2014; ACM dated 1/1/2014, CPI Increase; Ord. M-4034 § 4, 2012; ACM dated 1/4/2012, CPI Increase; ACM dated 1/25/2011, CPI Increase; Ord. M-3959 § 5, 2010; Ord. M-3932 §§ 2, 3, 2009; Ord. M-3922 § 5, 2009; Ord. M-3895 § 3, 2008; Ord. M-3844

§ 4, 2007; Ord. M-3840 § 5, 2007; Ord. M-3701 § 5, 2005; Ord. M-3692 § 10, 2005; Ord. M-3663 § 4, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4404, passed January 23, 2023.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

[City Telephone: \(360\) 487-8711](tel:(360)487-8711)

[Code Publishing Company, A General Code Company](#)

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington related to regulations and a permitting process for short-term rental of residential real property by amending Vancouver Municipal Code (VMC) 20.150, VMC 20.160, VMC 20.180.060, VMC 20.210, 20.410, VMC 20.420, VMC 20.430, VMC 20.440, and VMC 20.835; providing for savings, severability, and an effective date.

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

SHORT-TERM RENTAL GOOD NEIGHBOR GUIDELINES

The following Good Neighbor Guidelines were created to educate Short-Term Rental operators and guests on the importance of being a good neighbor.

24-HOUR CONTACT INFORMATION: If at any time you have questions or concerns about your stay, please call the 24-hour contact number listed in your rental agreement and posted in the unit. The local non-emergency police contact may be reached at 311. In the event of an emergency, please call 911.

GENERAL RESPECT FOR NEIGHBORS: Please remember you are within a neighborhood. Respect your neighbors and their property; be kind and use common courtesy.

NOISE AND DISTURBANCE: Please respect your neighbor's right to quiet enjoyment of their home and property. Loud noises that create public disturbance are prohibited.

PARKING & TRAFFIC SAFETY: Do not block driveways, sidewalks, alleys, mailboxes or fire hydrants. Drive slowly and watch for pedestrians and children playing.

FIRE SAFETY: Familiarize yourself with the location of the fire extinguisher(s) and fire exits posted in the unit. PETS: If allowed, promptly clean-up after your pet, prevent excessive and prolonged barking, and keep pet from roaming the neighborhood. Control aggressive pets, and abide by local leash laws. Store pet food indoors and in a secure location, to reduce the likelihood of pest problems.

MAINTENANCE AND GARBAGE DISPOSAL: Be sure to pick up after yourself, and keep the property clean, presentable, and free of trash. Place trash and recycling in the designated containers on-site.

EVENTS NOT PERMITTED: Commercial events such as weddings, banquets, parties, charitable fundraising, or other gatherings are not allowed.

TENANT/GUEST RESPONSIBILITY: Approved guests and visitors are expected to follow the Good Neighbor Guidelines. Refer to your rental agreement for additional terms and restrictions.

Short-Term Rental FAQ

What is a short-term rental?

A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.

Where are short-term rentals permitted?

Short-term rentals are permitted within a legally established dwelling unit.

Do I need to notify my neighboring property owners that I will be using my dwelling as a short-term rental?

Prior the short-term rental application to the City, the owner shall provide a courtesy notice regarding the short-term rental to all property owners abutting or adjacent to the proposed short-term rental. The notification shall include a description of the operation, number of bedrooms to be rented to overnight guests and contact information for the owner or operator by phone.

How do I obtain a permit?

A short-term rental permit is required from the City of Vancouver. Please contact the City of Vancouver for the short-term permit application form. The submittal items include:

- An affidavit of mailing showing proof a letter describing the proposed short-term rental was sent to abutting and adjacent property owners
- Copy of liability insurance
- Acknowledgement in writing that the short-term rental shall comply with the required standards in VMC 20.835.050.
- Application fee

How can I prevent complaints being lodged with the City about my short-term rental?

By ensuring that the short-term rental does not generate measurable levels at the property line dust, smoke, odor or glare or noise beyond those associated with a residential use. Additionally, by abiding by the short-term rental good neighbor policy.

What will the City do if they receive a complaint regarding a short-term rental?

The City will investigate the complaint and determine if a violation has occurred. The City will then respond in concert with the seriousness and severity of the violation and may use one or a combination of the enforcement mechanisms including correction notices, notice of violation and an order to revoke the permit.

Short-Term Rental Application (BLR)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7803

Email completed application to cddplanning@cityofvancouver.us

SHORT-TERM RENTAL SUBMITTAL REQUIREMENTS

Dwelling units or buildings that have received approval under the City's multi-family tax exemption (MFTE) program are not eligible to be used as a short-term rental

- ☐ Signed and dated Application Form (email to cddplanning@cityofvancouver.us)
- ☐ Fee paid via ePermits. Provide ePermits user name ([Request an ePermits Account](#))
- ☐ Copy of Washington State Business License
- ☐ Copy of City of Vancouver Business License
- ☐ Copy of Liability Insurance for the rental property (Per RCW \$1 million or more)
- ☐ Copy of neighbor notification letter
- ☐ Affidavit of mailing to property owners abutting and adjacent to the proposed short-term rental
- ☐ List of all addresses where the neighbor notification letters were mailed

STRUCTURE TYPE of SHORT-TERM RENTAL

- ☐ Single Family House
 ☐ Duplex
 ☐ Multifamily Unit
 ☐ Accessory Dwelling Unit: ☐ Attached ☐ Detached

SPACE TO BE RENTED

- ☐ Entire Unit
 ☐ Single Bedroom
 ☐ Two bedrooms
 ☐ Three or more bedrooms

SITE LOCATION AND INFORMATION

Site address:

Parcel #:

Platforms Short-term Rental listed on: ☐ VRBO ☐ Airbnb ☐ Booking.com ☐ TripAdvisor ☐ Expedia ☐ Other:

OPERATION INFORMATION

Operator Name:	Property Owner:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Phone:
Email:	Email:

RESPONSIBILITY STATEMENTS (please initial)

- | | |
|--------------------------|---|
| ☐ | My short-term rental business is registered with the City of Vancouver |
| ☐ | I will comply with all relevant short-term rental provisions listed in the RCW 64.37 and 67.637.030 |
| ☐ | I attest the short-term rental identified in this application shall comply with the required standards in VMC 20.835.050 |
| ☐ | I will include my City of Vancouver short-term rental permit number in all advertising |
| ☐ | All bedrooms will have an operating carbon monoxide alarm installed |
| ☐ | Smoke alarms shall be installed, interconnected, maintained and in working order outside of each separate sleeping area, inside each room used for sleeping purposes, and on each story within the dwelling |
| ☐ | Portable Fire Extinguisher: FPEs shall be mounted in an accessible and conspicuous location (size, minimum of a 2A;10B:C) |
| ☐ | I will provide an interior map which displays exit routes in case of an emergency that will be posted on the interior side of the door of sleeping rooms and main entrance |
| ☐ | Gas and/or electrical utilities must have shut off switches shall be labeled |
| ☐ | I will maintain clear space around furnace, space heaters, and hot water heater |
| ☐ | I have reviewed, in its entirety, the short-term rental program information |
| ☐ | I will allow the City to inspect the premises in accordance with VMC 17.08 |

	I understand that failure to comply with applicable regulatory standards may result in the code enforcement process identified in VMC 22.020.20 (1. Correction Notice 2. Notice of Civil Violation and Order 3. Order to Revoke Permit)
REQUIRED SIGNATURES <i>I have read the above and agree to comply with the requirements.</i>	
Operator Signature:	Date:
Property Owner Signature:	Date

Dear Neighbor,

I am sending you this letter to notify you and all my surrounding neighbors that I am renting my home as a short-term rental. The property is located at:

Address: _____

Number of rooms being rented: _____ Maximum number of guests: _____

City of Vancouver Business License Number: _____

Short-term renters are people who rent a home for 30 days or less. I am obtaining a permit through the City of Vancouver for this activity.

I do not expect there to be any problems with any of my renters, as I will be monitoring all rental activity. However, should you encounter any disruptive behavior coming from my property, I encourage you to reach out to me or my secondary contact so we can resolve the issue.

Here is our contact information:

Primary contact name _____

Phone number _____

Email _____

Secondary contact name _____

Phone number _____

Email _____

I encourage you to visit the City of Vancouver's website, below, which contains information regarding short-term renting, including how to notify the City about any issues.

City of Vancouver short-term rental website: cityofvancouver.us/str

Best regards,

Short-term rental operator

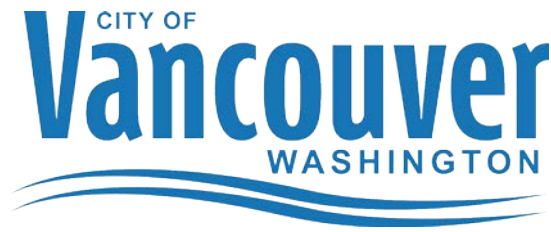
Property owner

Summary of large/mid-size Washington cities

	Fees if applicable	Frequency of use	Parking or noise provisions	Other requirements
Seattle				
Allowed in structures established as dwelling units, but NOT RVs, tents, garages, boats, floating residences, live-work unites, and caretaker's quarters. Allow "legacy units"- those that were rented prior to Sept 30 2017 to operate in Downtown Urban Core, First Hill/Capitol Hill Urban Center	Seattle business license tax certificate and a Short-term rental operator's license (\$75 per unit)	Not mentioned	Not mentioned	As a general rule, Short term operators can only operate two units- one being the primary residence and the other can be in any dwelling unit owned by operator.
Spokane				
Permitted in all residential zones	Application fee \$150 and Renewal fee of \$100 every year; Liability insurance; Spokane Business License	May only be rented up to 30 days	Follows Spokane municipal code 17c.230- Minimum ratio is 1 stall per 1,000 gross square feet of floor area	Total number of guests per bedroom is 2; Must maintain a guest log
Tacoma				
Renting 1-2 rooms allowed within all single family districts; Renting 3-9 rooms requires CUP in R-3, R-4L, R-4, R-5, RCX, and NRX Districts (these are generally residential districts that allow duplex, triplex, and multifamily dwellings).	Business license	Guests may only stay up to 30 days	Not mentioned	Must live in home if renting rooms or separate unit such as ADU. If renting the entire home, operator not required to live on site.
Bellevue				
Single family districts allowed but MUST be owner-occupied- this is considered a boarding housing. Non owner occupied is considered a rooming house which is not allowed in single family zones.	Business license; Home occupation permit	Not mentioned	Not mentioned	Term used is "transient lodging or room rental". Max of two rooms for rental and maximum of two lodgers/renters.

Attachment E

Kent				
Permitted in all residential zones	Business license, \$51; state lodging tax, 1% on overnight stay	Stay is limited to 30 consecutive nights	Not mentioned.	Owner must live at the home being rented at least six months per year.
Renton				
Doesn't specify	Business license \$125	Stay must be less than 30 continuous days.	Additional parking for guests, pursuant to Title IV RMC, one additional space is required if unit is owner-occupied.	Applies only to those who advertise through an online market place, uses a property manager, engages in renting unit more than three times a year. Must be owner occupied.



March 24, 2023 - SEPA Determination of Non-Significance (DNS) for a proposed zoning code text change amending VMC Title 20 to include definitions and use classification for short-term rentals, introduce regulations for short-term rentals and allows short-term rentals in certain zoning districts as a limited use.

Contact: Jason Nortz, Development Manager, Vancouver Community Development Department (360 487-7844), jason.nortz@cityofvancouver.us The City of Vancouver, lead agency, has reviewed the Environmental Checklist as required by WAC 197-11-330(1), pursuant to the State Environmental Policy Act (SEPA), and determined that the proposals will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, this Notice of Determination of Non-Significance (DNS) has been issued. A SEPA checklist and background information are available from City staff. Pursuant to WAC 197-11-340, comments ***on this SEPA determination*** will be received until **5:00 p.m., April 7, 2023**. Procedural appeals to the SEPA determination must be filed in writing within 14 calendar days following the end of the comment period. A City Council decision of the SEPA procedural appeal shall be final and not subject to further administrative appeal. Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of Councils decision.

A handwritten signature in blue ink, appearing to read "Jm. Nortz".

March 24, 2023

Name

Date

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

TEXT CHANGE REQUEST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

A. BACKGROUND

1. **Name of proposed project, if applicable:** Short-Term Rental Regulations and Text Amendments
2. **Name and contact information of applicants:** Jason Nortz, Development Review Manager, Community Development Department, jason.nortz@cityofvancouver.us.
3. **Date checklist prepared:** March 23, 2023
4. **Agency requesting checklist:** City of Vancouver, WA
5. **Proposed timing or schedule (including phasing, if applicable)** An upcoming hybrid in-person and virtual public hearing before the Vancouver Planning Commission for this item is scheduled for April 11, 2023, at 6:30 p.m. Planning Commission scheduling, materials and remote access information for the public hearing is available on the Commisison [website](#). City Council public hearings and additional workshops have not yet been scheduled.
6. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.** N/A
7. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.** N/A
8. **Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.** None known.
9. **List any government approvals or permits that will be needed for your proposal, if known.** The Zoning Code text change will be reviewed by the Planning Commission, which will forward a recommendation to Vancouver City Council.
10. **Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain**

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposal would amend Title 20 to include a definition and use classification for short-term rentals, introduce regulations for short-term rentals and allows short-term rentals in certain zoning districts as a limited use.

11. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. Applicable city wide

B. ENVIRONMENTAL ELEMENTS

1. EARTH: Not Applicable to Non-Project Actions

a. General description of the site

(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other _____ Does Not Apply

b. What is the steepest slope on the site (approximate percent slope)? Does Not Apply

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. Does Not Apply

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. Does Not Apply

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. Does Not Apply

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. Does Not Apply

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? Does Not Apply

h. Proposed measures to reduce or
Does Not Apply

2. AIR: Not Applicable to Non-Project Actions

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. Does Not Apply

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Does Not Apply

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

c. **Proposed measures to reduce or control emissions or other impacts to air, if any:** Does Not Apply

3. WATER: Not Applicable to Non-Project Actions

a. **Surface Water:** Not Applicable to Non-Project Actions

- 1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.** Does Not Apply
- 2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.** Does Not Apply
- 3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.** Does Not Apply
- 4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.** Does Not Apply
- 5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.** Does Not Apply
- 6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.** Does Not Apply

b. **Ground Water:** Not Applicable to Non-Project Actions

- 1) **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.** Does Not Apply
- 2) **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.** Does Not Apply

c. **Water runoff (including stormwater):** Not Applicable to Non-Project Actions

- 1) **Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.** Does Not Apply
- 2) **Could waste materials enter ground or surface waters? If so, generally describe.** Does Not Apply
- 3) **Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.** Does Not Apply

d. **Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:** Not Applicable to Non-Project Actions

4. PLANTS: Not Applicable to Non-Project Actions

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

a. Check the types of vegetation found on the site:

- ☐ deciduous tree: alder, maple, aspen, other
- ☐ evergreen tree: fir, cedar, pine, other
- ☐ shrubs
- ☐ grass
- ☐ pasture
- ☐ crop or grain
- ☐ Orchards, vineyards or other permanent crops.
- ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other
- ☐ other types of vegetation Does Not Apply

b. What kind and amount of vegetation will be removed or altered? Does Not Apply

c. List threatened and endangered species known to be on or near the site. Does Not Apply

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Does Not Apply

e. List all noxious weeds and invasive species known to be on or near the site. Does Not Apply

5. **ANIMALS:** Not Applicable to Non-Project Actions

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: Does Not Apply

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site. Does Not Apply

c. Is the site part of a migration route? If so, explain. Does Not Apply

d. Proposed measures to preserve or enhance wildlife, if any: Does Not Apply

e. List any invasive animal species known to be on or near the site. Does Not Apply

6. **ENERGY & NATURAL RESOURCES:** Not Applicable to Non-Project Actions

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. Does Not Apply

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. Does Not Apply

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: Does Not Apply

7. **ENVIRONMENTAL HEALTH:** Not Applicable to Non-Project Actions

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. Does Not Apply

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

Describe any known or possible contamination at the site from present or past uses. Does Not Apply

- 1) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. Does Not Apply
- 2) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. Does Not Apply
- 3) Describe special emergency services that might be required. Does Not Apply
- 4) Proposed measures to reduce or control environmental health hazards, if any: Does Not Apply

b. Noise: Not Applicable to Non-Project Actions

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? Does Not Apply
- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. Does Not Apply
- 3) Proposed measures to reduce or control noise impacts, if any: Does Not Apply

8. LAND AND SHORELINE USE: Not Applicable to Non-Project Actions

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. Does Not Apply
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? Does Not Apply
 - 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: Does Not Apply
- c. Describe any structures on the site. Does Not Apply
- d. Will any structures be demolished? If so, what? Does Not Apply
- e. What is the current zoning classification of the site? Does Not Apply
- f. What is the current comprehensive plan designation of the site? Does Not Apply
- g. If applicable, what is the current shoreline master program designation of the site? Does Not Apply
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. Does Not Apply
- i. Approximately how many people would reside or work in the completed project? Does Not Apply
- j. Approximately how many people would the completed project displace? Does Not Apply
- k. Proposed measures to avoid or reduce displacement impacts, if any: Does not apply

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:** Does Not Apply
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:** Does Not Apply

9. HOUSING: Not Applicable to Non-Project Actions

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.** Does Not Apply
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.** Does Not Apply
- c. Proposed measures to reduce or control housing impacts, if any:** Does Not Apply

10. AESTHETICS: Not Applicable to Non-Project Actions

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?** Does Not Apply
- b. What views in the immediate vicinity would be altered or obstructed?** Does Not Apply
- c. Proposed measures to reduce or control aesthetic impacts, if any:** Does Not Apply

11. LIGHT & GLARE: Not Applicable to Non-Project Actions

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?** Does Not Apply
- b. Could light or glare from the finished project be a safety hazard or interfere with views?**
Does Not Apply
- c. What existing off-site sources of light or glare may affect your proposal?** Does Not Apply
- d. Proposed measures to reduce or control light and glare impacts, if any:** Does Not Apply

12. RECREATION: Not Applicable to Non-Project Actions

- a. What designated and informal recreational opportunities are in the immediate vicinity?**
Does Not Apply
- b. Would the proposed project displace any existing recreational uses? If so, describe.**
Does Not Apply
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:** Does Not Apply

13. HISTORIC & CULTURAL PRESERVATION: Not Applicable to Non-Project Actions

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.** Does Not Apply
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.** Does Not Apply
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the**

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. Does Not Apply

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. Does Not Apply

14. TRANSPORTATION: Not Applicable to Non-Project Actions

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. Does Not Apply
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? Does Not Apply
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? Does Not Apply
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). Does Not Apply
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. Does Not Apply
- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? Does Not Apply
- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. Does Not Apply
- h. Proposed measures to reduce or control transportation impacts, if any: Does Not Apply

15. PUBLIC SERVICES: Not Applicable to Non-Project Actions

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. N/A
- b. Proposed measures to reduce or control direct impacts on public services, if any. Does N/A

16. UTILITIES: Not Applicable to Non-Project Actions

- a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____ Does Not Apply
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. Does Not Apply

C. Signature

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____

Name of signee Jason Nortz

Position and Agency/Organization

Development Review Manager, City of Vancouver Community Development Department

Date Submitted: March 24, 2023

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or reuse of toxic or hazardous substances; or production of noise?

The proposed text changes would not increase discharges, emissions, or releases.

Proposed measures to avoid or reduce such increases are: N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

See response #1

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Does not apply.

3. How would the proposal be likely to deplete energy or natural resources?

See response #1

Proposed measures to protect or conserve energy and natural resources are:

Does not apply.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

See response #1

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

Proposed measures to protect such resources or to avoid or reduce impacts are:

Does not apply.

- 5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans**

See response #1

Proposed measures to avoid or reduce shoreline and land use impacts are:

Does not apply.

- 6. How would the proposal be likely to increase demands on transportation or public services and utilities?**

See response #1

Proposed measures to reduce or respond to such demand(s) are:

Does not apply.

- 7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

The proposed text change does not conflict with local, state or federal laws or requirements for the protection of the environment.



Short-Term Rental Regulations City Council Public Hearing July 10, 2023



Jason Nortz
Development Review Manager

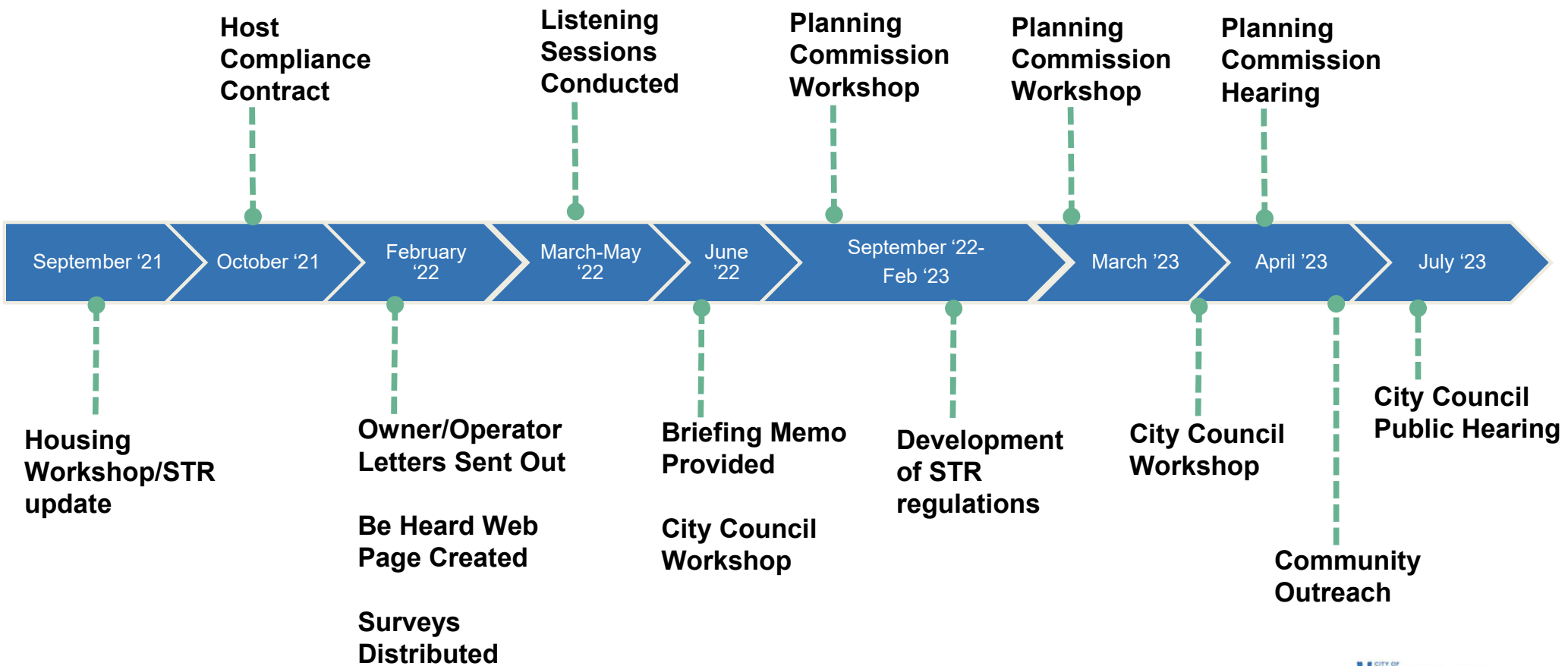
William Cooley
Community Engagement Manager

Becky Coutinho
Associate Long Range Planner

Agenda

- Project Timeline
- Existing Conditions
- Community Outreach
- Regulatory Research
- Proposed Regulations
- Planning Commission Direction
- Council Direction
- City Council Vote
- Next Steps

Short-Term Rental: Project Timeline



Short-Term Rentals: Existing Conditions

- Short-term rentals: stays of less than 30 days
- Currently no short-term rental ordinance
- Not permitted in any residential zone
- Complaints remain low, but do receive inquiries weekly

Major Short-Term Rental Platforms Include:



Short-Term Rental Regulations Adoption– 4



Short-Term Rentals: Existing Conditions Cont.

- Range of 250 to 400 short-term rentals are operating in the City of Vancouver
- Short-term rentals represent 0.4% of Vancouver's 83,868 estimated housing units
 - Out of the 260 ADUs registered with the City, 11 or 4.2% are STRs
- Short-term rentals are increasing steadily in Vancouver, but still low relative to larger cities.



Short-Term Rental Regulations Adoption— 5



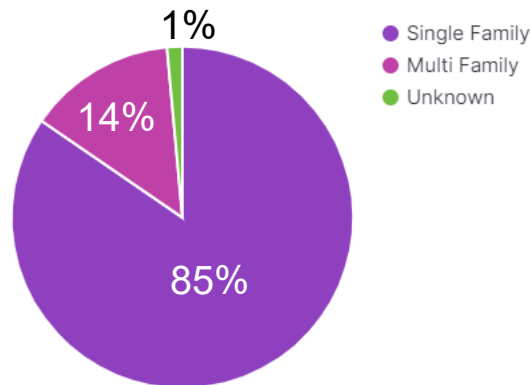
Short-Term Rentals: Existing Conditions Cont.

As of June 1, 2023...

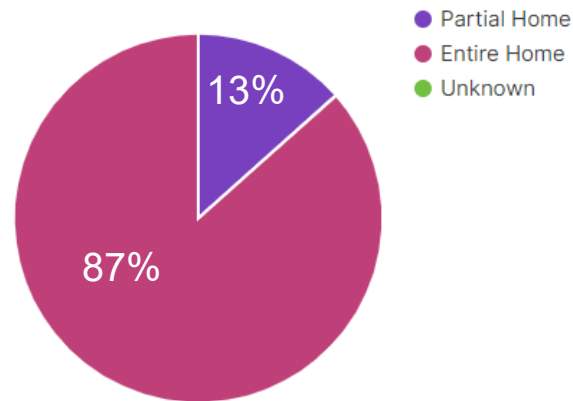
370

Total Short Term Rental Units

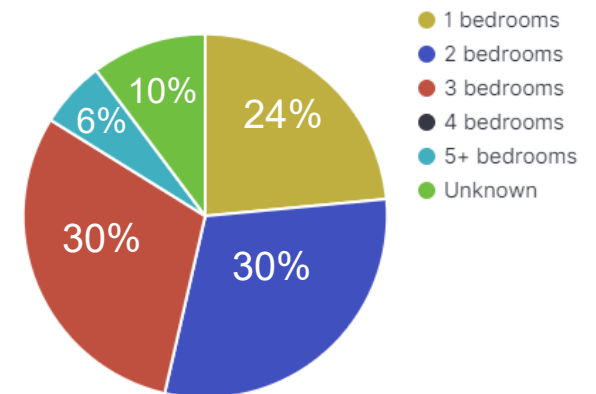
Property type ^①



Room Type ^①



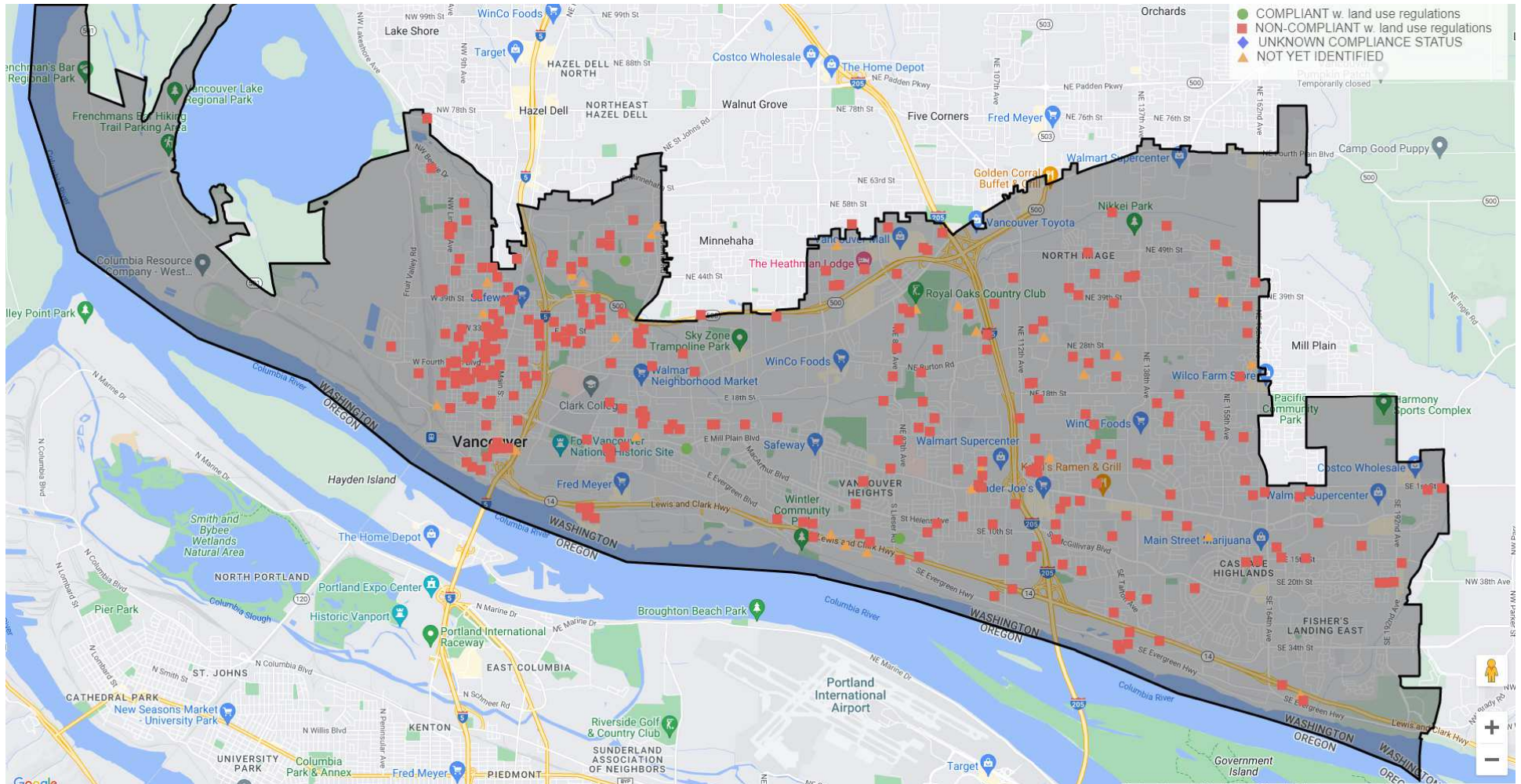
Bedrooms ^①



Short-Term Rental Regulations Adoption— 6



Short-Term Rentals: Existing Conditions Cont.



Short-Term Rental Regulations Adoption– 7

Short-Term Rentals: Community Outreach

- Community survey: 783 responses
 - 56% of respondents prefer allowing short-term rentals with regulations, 24% prefer allowing short-term rentals with no regulations, and 20% prefer a ban all short-term rentals
- Short-term rental host survey: Sent to 300 operators, 85 responses
 - 80% of respondents operate one short-term rental, 11 % operate two short-term rentals, and 6% operate 5 or more short-term rentals
- Online comment box: responses ongoing



Community Outreach Cont.

• Conducted small group conversations with:

- Short-term rental operators & hosts
- Short-term rental users
- Hotel industry
- Tourism industry
- Real estate agents
- Housing advocates

Short-Term Rental Regulatory Research



- Looked at primarily WA jurisdictions:
 - Seattle
 - Spokane
 - Tacoma
 - Kent
 - Renton
 - Bellevue
 - Bellingham
 - Olympia
 - Everett
 - Skamania County
- Overall Trends:
 - Range of license fees, some require annual renewal
 - Most permit in all residential zones
 - Most have maximum of 30 days
 - Regulations to mitigate traffic, parking, trash, and noise
 - Regulations to support building safety
 - Ensure collection of taxes

Short-Term Rental Regulations Adoption— 10

Short-Term Rentals: Proposed Regulations

- Developed from best practice research, comparison jurisdictions, community and stakeholder feedback, and City Council and Planning Commission direction
- Regulations that respond to the level of activity currently happening in the City
- Intended to strike a balance between community need for housing and individuals' property rights and the financial stability that additional revenue generated from STRs can provide, and mitigate for certain off-site impacts

Short-Term Rentals: Proposed Regulations Cont.

- Residential dwelling units may be used for short term rental use for stays fewer than thirty consecutive days
- Allowed in all residential and commercial zones, and the OCI and ECX industrial zones as a limited use subject to 20.835
- Must be located within a legally established dwelling unit, not permitted to be operated outdoors, in an accessory structure, in a recreational vehicle, or in any other non-residential structure.
- Not allowed in properties that are receiving a tax exemption through the City's Multi Family Tax Exemption (MFTE) program

Short-Term Rentals: Proposed Regulations Cont.

- Must register with WA State Department of Revenue
- Must follow all relevant short-term rental provisions listed in the Revised Code of Washington, Chapter 64.37 and Consumer Safety measures listed in 67.37.030.
- Must provide proof of valid liability insurance in accordance with provisions of the RCW

Short-Term Rentals: Proposed Regulations Cont.

- Must obtain a City of Vancouver business license
- Must obtain a Short-Term Rental permit
 - Permit renewal requirement at the end of this pilot period
 - Permit will expire if property ownership changes
- Must notify property owners abutting and adjacent to the proposed STR
- Must provide an affidavit of mailing to neighbors

Short-Term Rentals: Proposed Regulations Cont.

- Neighborhood courtesy notice must include:
 - Address of STR
 - Number of bedrooms to be rented to overnight guests
 - Maximum Guests
 - City of Vancouver business license number
 - Contact information for the owner
 - A way for neighbors to notify the owner/operator if there are issues occurring immediately

Short-Term Rentals: Proposed Regulations Cont.

- Failure of the owner or authorized agent or local contact of a short-term rental to meet the standards contained herein shall be subject to the enforcement provisions contained in 22.02.020 VMC including:
 - Correction Notice
 - Notice of Civil Violation and Order
 - Inspection at the discretion of the City's Building Official
 - Order to Revoke Permit

Short-Term Rental Planning Commission Direction



- Directed staff to:
 - Look into requiring permit renewal after 24 months, then decide if annual renewal necessary
 - Provide clear code compliance process for complaints
 - Continue to monitor STR environment to determine if further regulations may be needed
 - Provide clear implementation steps
- Unanimously recommended approval to City Council following a public hearing on April 11, 2023

Short-Term Rental Regulations Adoption— 17

Short-Term Rental Council Direction



- Return to Council at 12 months and 24 months after regulations would be adopted with updates
- Establish goals for STR program during 24-month period
- Get clarity from STR platforms what recourse the City has for STRs that are operating illegally in any way
- Clarify that a new permit application and fee are required each time a unit has a new owner/operator, even if it has previously been operated as an STR prior to transfer/sale of the property

Short-Term Rental Regulations Adoption— 18

Short-Term Rental Program Goals

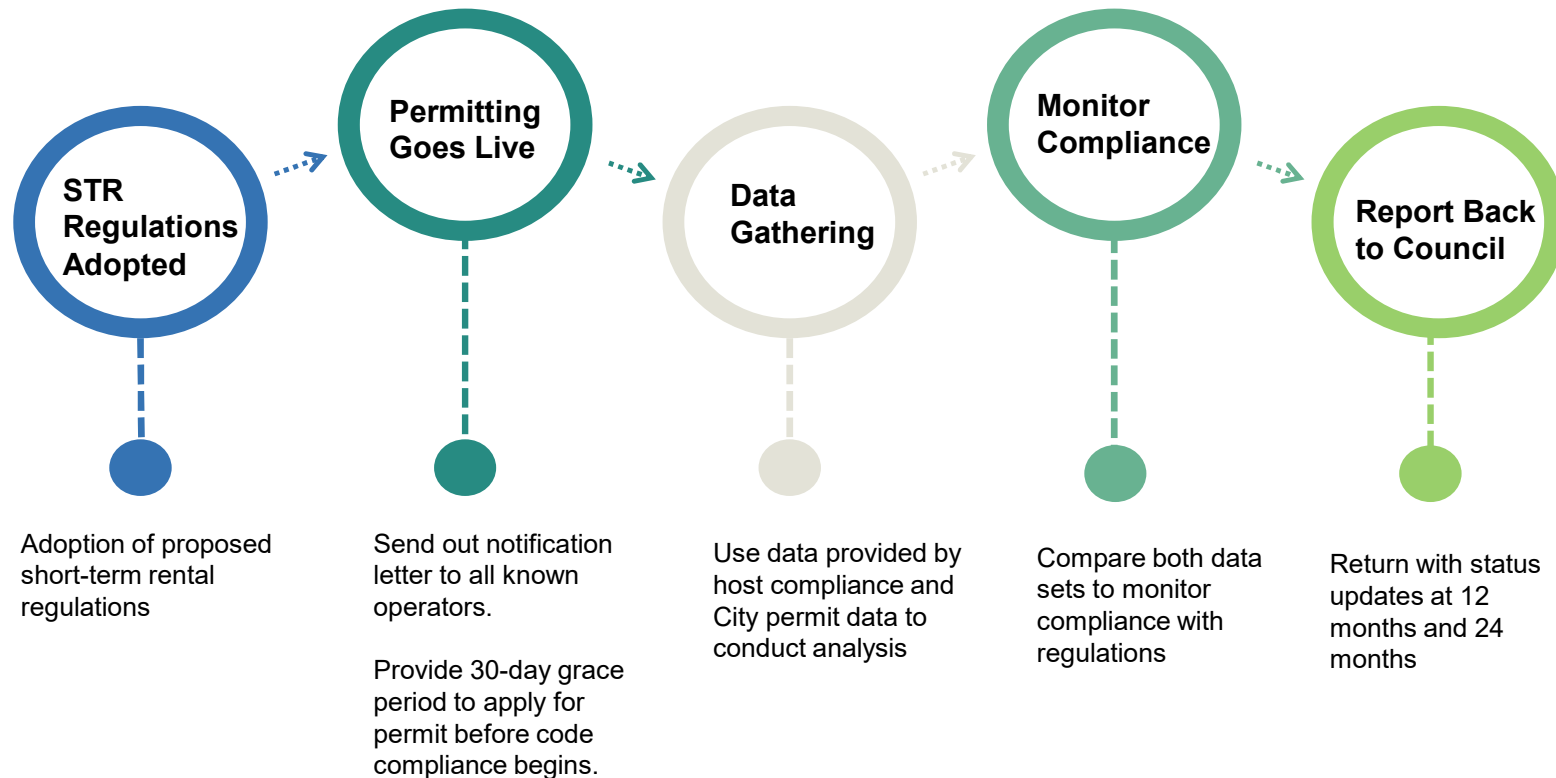


- Monitor and code compliance enforcement
- Monitor impacts to overall housing stock
- Minimize public safety risks
- Continued stakeholder outreach

Short-Term Rental Regulations Adoption– 19



Short-Term Rental Implementation Steps



Short-Term Rental Regulations Adoption— 20

Planning Commission Recommendation

City Council approve the Short-Term Rental ordinance on first reading setting the date for second reading and public hearing for July 10, 2023.



Short-Term Rental Regulations Adoption–21

Thank You

To learn more, visit <https://www.beheardvancouver.org/short-term-rentals>





TO: Mayor and City Council

FROM: Council Committee 1 (Hansen, Paulsen, Perez)

DATE: 6/26/2023

SUBJECT Appointments to Clark County Historic Preservation Commission

Present Situation

The Clark County Historic Preservation Commission is a joint city/county commission. Five members are appointed by Clark County Board of Councilors and two members are appointed by Vancouver City Council. The seven-member citizen advisory body is responsible for:

- reviewing nominations to the National Register of Historic Places
- reviewing nominations and designating properties to the Clark County Heritage Register
- conducting design review for changes to buildings and sites on the local register
- deciding on applications for the Special Valuation Tax Incentive for historic properties
- overseeing education and outreach efforts

A recent Clark County recruitment produced four applications for the City's seats and, per an Interlocal Agreement between Clark County and the City of Vancouver, a subcommittee of this commission's members reviewed and interviewed those candidates. At that conclusion, it was recommended the City Council reappoint Heidi Mandler-Huff and appoint John Zingale.

Vancouver City Council Subcommittee 1 also reviewed those applicants, and the Historic Preservation Commissioners' recommendation was accepted by consensus. The appointment would begin immediately and expire July 1, 2023, and expire June 30, 2026.

If there are no objections we would like to make this appointment at the Monday, June 26, 2023 Council meeting.

Action Requested

Reappoint Heidi Mandler Huff and appoint John Zingale to the Clark County Historic Preservation Commission with terms beginning July 1, 2023, and expiring June 30, 2026.

Council Committee 1 (Hansen, Paulsen, Perez)

ATTACHMENTS:

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 13,511,421.24 this 26th day of June 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner
AUDITING OFFICER

Digitally signed by Cyndi A. Turner
Date: 2023.06.20 14:19:13 -07'00'

DocuSigned by:
Ty Stob
COUNCILMEMBER

DocuSigned by:
M W. R.
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
June 05, 2023 - June 18, 2023	Accounts Payable Checks (see attached)	\$ 9,627,582.18
June 05, 2023 - June 18, 2023	Hansen City Payments (see attached)	\$ 26,866.04
June 05, 2023 - June 18, 2023	Visa Refunds (see attached)	\$ 9,909.12
June 05, 2023 - June 18, 2023	Payroll Checks (see attached)	\$ 3,847,063.90
TOTAL		\$ 13,511,421.24

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	11706	6/7/2023	37.01	Ayers,James A or Deborah K	Utility Refunds: 0044092400-09
Ad Hoc Payment	Check	11707	6/7/2023	80.00	Beaman,Zachariah or Wendy	Utility Refunds: 0000005666-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11708	6/7/2023	24.59	Bethune,Nichelle or James	Utility Refunds: 0000007896-03
Ad Hoc Payment	Check	11709	6/7/2023	83.29	Brandt,Robert K or Michele L	Utility Refunds: 0099052950-03
Ad Hoc Payment	Check	11710	6/7/2023	55.12	Brandt,Ryan or Kari	Utility Refunds: 0000008873-03
Ad Hoc Payment	Check	11711	6/7/2023	31.96	Cambron,Stephen E	Utility Refunds: 0038049300-02
Ad Hoc Payment	Check	11712	6/7/2023	144.43	Carlson,Dan	Utility Refunds: 0050062900-08
Ad Hoc Payment	Check	11713	6/7/2023	106.25	Carnell,David	Utility Refunds: 0000001625-02
Ad Hoc Payment	Check	11714	6/7/2023	254.21	Caudle,Erica	Utility Refunds: 0165001960-01
Ad Hoc Payment	Check	11715	6/7/2023	89.32	Dan R and Susan C Carlson Revocable Trust	Utility Refunds: 0050062900-08
Ad Hoc Payment	Check	11716	6/7/2023	53.10	Dezhnyuk,Slavik	Utility Refunds: 0016009000-12
Ad Hoc Payment	Check	11717	6/7/2023	70.39	E Scott Heartfield or Britt Sheely	Utility Refunds: 0128543060-03
Ad Hoc Payment	Check	11718	6/7/2023	88.89	Esse,Svetlana	Utility Refunds: 0118014068-05
Ad Hoc Payment	Check	11719	6/7/2023	126.77	Farias,Cristobal or Kendra	Utility Refunds: 0087050600-02
Ad Hoc Payment	Check	11720	6/7/2023	66.37	Gayla Landrim, Personal Representative of the	Utility Refunds: 0020047000-00
Ad Hoc Payment	Check	11721	6/7/2023	117.54	Gude,Celeste B	Utility Refunds: 0112093128-04
Ad Hoc Payment	Check	11722	6/7/2023	179.70	Hanson,Barbara K	Utility Refunds: 0089020003-07
Ad Hoc Payment	Check	11723	6/7/2023	43.05	Johnson,Angela or Michael A	Utility Refunds: 0052039603-10
Ad Hoc Payment	Check	11724	6/7/2023	76.76	Keller,Keith or Cherri	Utility Refunds: 0000001936-02
Ad Hoc Payment	Check	11725	6/7/2023	226.64	Krug,Paul	Utility Refunds: 0099066200-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11726	6/7/2023	99.20	Marie and Calvin Ferderer, Trustees of the,Ferderer Living Trust	Utility Refunds: 0040023020-00
Ad Hoc Payment	Check	11727	6/7/2023	58.54	Matthew C Mayo, Personal Rep of the Estate of,Michael C Mayo	Utility Refunds: 0032014400-03
Ad Hoc Payment	Check	11728	6/7/2023	32.48	May,Ronald or Janet	Utility Refunds: 0000001043-02
Ad Hoc Payment	Check	11729	6/7/2023	492.50	McKellar,Brenda	Utility Refunds: 0500002914-02
Ad Hoc Payment	Check	11730	6/7/2023	94.46	Morgan,David or Kristyn	Utility Refunds: 0087070522-03
Ad Hoc Payment	Check	11731	6/7/2023	78.15	Morgan,Tracy	Utility Refunds: 0140012028-03
Ad Hoc Payment	Check	11732	6/7/2023	48.40	Novak,Frances M or Nathan L	Utility Refunds: 0074088140-10
Ad Hoc Payment	Check	11733	6/7/2023	1,072.37	Potts,Marshall	Utility Refunds: 0109011200-04
Ad Hoc Payment	Check	11734	6/7/2023	47.05	Shaw,Anita	Utility Refunds: 0056026100-02
Ad Hoc Payment	Check	11735	6/7/2023	64.00	Silvestri,John	Utility Refunds: 0061099040-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11736	6/7/2023	133.00	St John,Susan	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	11737	6/7/2023	85.66	The Estate of Joseph M Melo	Utility Refunds: 0000007830-01
Ad Hoc Payment	Check	11738	6/7/2023	26.50	Winnicki,Shannon	Utility Refunds: 0057093100-09
Ad Hoc Payment	Check	11739	6/7/2023	49.18	Zirkle,Glenn or Ruth	Utility Refunds: 0002000111-01
Miscellaneous Payment	Check	11740	6/7/2023	91.00	Cosco Fire Protection	Refund of Duplicate Payment to
Miscellaneous Payment	Check	11741	6/7/2023	1,000.00	Davis Shows NW Inc	Refund of Carnival
Miscellaneous Payment	Check	11742	6/7/2023	240.00	Ginn Group	4 applications (jobsite: 1912 NE 138th Ave.)
Miscellaneous Payment	Check	11743	6/7/2023	57.00	Handris Sparks Development LLC - 15524 SE Mill Plain Blvd 77050866	Refund of duplicate payment to Inv #77050866

INVOICE PAYMENTS REPORT

Miscellaneous Payment	Check	11744	6/7/2023	100.00	Harney Heights Neighborhood Association	2022 Resource Conservation Challenge Grant
Miscellaneous Payment	Check	11745	6/7/2023	51.00	Hilton Hotel - Vanvouver	Refund Operating Permit
Miscellaneous Payment	Check	11746	6/7/2023	683.48	Johnie Tucker	
Miscellaneous Payment	Check	11747	6/7/2023	91.00	Performance Systems Integration	Refund of duplicate payment to
Miscellaneous Payment	Check	11748	6/7/2023	144.43	Precision Construction Services Inc	CMI-330529 (jobsite: 10703 NE FOURTH
Supplier Payment	Check	11749	6/7/2023	22,120.45	Able Fence Company Inc	
Supplier Payment	Check	11750	6/7/2023	351.00	Accurate Corporate Services Inc	
Supplier Payment	Check	11751	6/7/2023	798.00	Allegheny Answering Services	
Supplier Payment	Check	11752	6/7/2023	53,915.20	Alpine Products Inc	
Supplier Payment	Check	11753	6/7/2023	136.00	American Sani-Can	
Supplier Payment	Check	11754	6/7/2023	4,118.00	Andrews Terry Jeffers	
Supplier Payment	Check	11755	6/7/2023	250.00	Anthony Jones	
Supplier Payment	Check	11756	6/7/2023	137.16	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark -	
Supplier Payment	Check	11757	6/7/2023	9,595.00	Arborscape Ltd Inc	
Supplier Payment	Check	11758	6/7/2023	319.14	Archaeological Services LLC	
Supplier Payment	Check	11759	6/7/2023	49,177.56	Associated Petroleum Products, Inc.	
Supplier Payment	Check	11760	6/7/2023	8,450.43	AT & T Mobility II LLC	
Supplier Payment	Check	11761	6/7/2023	11,771.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	11762	6/7/2023	2,448.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	11763	6/7/2023	13,500.00	Cascade Inn	
Supplier Payment	Check	11764	6/7/2023	270.08	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	11765	6/7/2023	500.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	11766	6/7/2023	1,100.00	Clark County Fire District	
Supplier Payment	Check	11767	6/7/2023	430.74	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	11768	6/7/2023	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	11769	6/7/2023	3,800.00	Colliers International Holdings (USA) Inc.	
Supplier Payment	Check	11770	6/7/2023	113.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11771	6/7/2023	118.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11772	6/7/2023	151.15	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11773	6/7/2023	215.28	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11774	6/7/2023	193.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11775	6/7/2023	108.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11776	6/7/2023	32.91	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11777	6/7/2023	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11778	6/7/2023	18,524.70	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation -	
Supplier Payment	Check	11779	6/7/2023	12,701.00	Confluence Engineering Group LLC	
Supplier Payment	Check	11780	6/7/2023	868.50	Consor North America Inc	
Supplier Payment	Check	11781	6/7/2023	3,848.22	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	11782	6/7/2023	526.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	11783	6/7/2023	6,500.00	Edwin T Huston	

INVOICE PAYMENTS REPORT

Supplier Payment	Check	11784	6/7/2023	13,950.54	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	11785	6/7/2023	4,012.90	General Networks Corp	
Supplier Payment	Check	11786	6/7/2023	387.00	Geographic Technologies Group	
Supplier Payment	Check	11787	6/7/2023	5,854.29	Global Transportation Engineering Corporation	
Supplier Payment	Check	11788	6/7/2023	18,017.40	Grey Stone Partners, Inc	
Supplier Payment	Check	11789	6/7/2023	926.80	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	11790	6/7/2023	55,500.00	James Schram	
Supplier Payment	Check	11791	6/7/2023	65,559.00	JKC Ashland 1F, LLC	
Supplier Payment	Check	11792	6/7/2023	4,156.25	Karapace Consulting ,	
Supplier Payment	Check	11793	6/7/2023	41,112.00	KBT Distributing LLC	
Supplier Payment	Check	11794	6/7/2023	4,401.72	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks	
Supplier Payment	Check	11795	6/7/2023	14.36	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	11796	6/7/2023	9,749.26	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	11797	6/7/2023	7,475.29	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	11798	6/7/2023	2,500.59	Level 3 Financing, Inc	
Supplier Payment	Check	11799	6/7/2023	146.75	Mark IV Enterprises Inc	
Supplier Payment	Check	11800	6/7/2023	1,500.00	Message Gears LLC	
Supplier Payment	Check	11801	6/7/2023	7,937.55	Motorola Solutions Inc	
Supplier Payment	Check	11802	6/7/2023	22.00	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	11803	6/7/2023	20,363.08	Northwest Staffing Resources Inc - Remit- To: Northwest Staffing Resources	
Supplier Payment	Check	11804	6/7/2023	4,920.85	Oldcastle Precast Inc	
Supplier Payment	Check	11805	6/7/2023	1,384.58	One Call Concepts Inc	
Supplier Payment	Check	11806	6/7/2023	2,605.11	One Diversified LLC - Remit-To: Diversified - San Diego	
Supplier Payment	Check	11807	6/7/2023	49.00	Parkeon	
Supplier Payment	Check	11808	6/7/2023	340.00	Performance Occupational Health	
Supplier Payment	Check	11809	6/7/2023	3,075.00	PlanIT Geo, Inc.	
Supplier Payment	Check	11810	6/7/2023	9,940.00	Playground Guardian,	
Supplier Payment	Check	11811	6/7/2023	22,707.45	Portland Mechanical Construction LLC	
Supplier Payment	Check	11812	6/7/2023	6,531.84	PPC Solutions Inc	
Supplier Payment	Check	11813	6/7/2023	399.00	Professional Translators and Multicultural Experts Inc	
Supplier Payment	Check	11814	6/7/2023	32,569.03	Public Safety Testing Inc	
Supplier Payment	Check	11815	6/7/2023	319.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	11816	6/7/2023	797.47	Resolute Documentation Services	
Supplier Payment	Check	11817	6/7/2023	5,000.00	Right-Way CDL Academy, LLC	
Supplier Payment	Check	11818	6/7/2023	12,208.65	SeaWestern Inc	
Supplier Payment	Check	11819	6/7/2023	2,236.18	Shrums Pest Control	
Supplier Payment	Check	11820	6/7/2023	67,454.33	Skillsoft Corp	
Supplier Payment	Check	11821	6/7/2023	1,464.59	Software House International SHI - Remit- To: SHI - Dallas	
Supplier Payment	Check	11822	6/7/2023	6,996.20	SP Plus Corporation	
Supplier Payment	Check	11823	6/7/2023	96,400.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	11824	6/7/2023	408.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	11825	6/7/2023	224.03	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Check	11826	6/7/2023	12.78	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	11827	6/7/2023	6.40	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	11828	6/7/2023	22.30	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	11829	6/7/2023	22.30	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	11830	6/7/2023	9,500.33	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	11831	6/7/2023	19,440.44	Tapani Materials Inc	

INVOICE PAYMENTS REPORT

Supplier Payment	Check	11832	6/7/2023	5,157.42	Targetsolutions Learning LLC - Remit-To: Supplier Targetsolutions Learning LLC Tampa
Supplier Payment	Check	11833	6/7/2023	2,125.28	The ADT Security Corporation
Supplier Payment	Check	11834	6/7/2023	423.96	Towing & Recovering Services Inc
Supplier Payment	Check	11835	6/7/2023	455.18	Triple J Enterprises
Supplier Payment	Check	11836	6/7/2023	49.79	United States Dosimetry Technology Inc
Supplier Payment	Check	11837	6/7/2023	312.00	Vancouver Aire LLC
Supplier Payment	Check	11838	6/7/2023	3,668.00	Vancouver Slow Pitch Umpires Association - Remit-To: VSPUA - Vancouver
Supplier Payment	Check	11839	6/7/2023	299.00	Vast Data Concepts
Supplier Payment	Check	11840	6/7/2023	516.17	W.B. Sprague Co. Inc.
Supplier Payment	Check	11841	6/7/2023	1,585.15	Wex Bank
Supplier Payment	Check	11842	6/7/2023	7,846.17	Wire Works LLC
Supplier Payment	Check	11843	6/7/2023	48.04	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland
Supplier Payment	Check	11844	6/10/2023	6,746.65	Aflac
Supplier Payment	Check	11845	6/10/2023	5,312.59	AFSCME Local #307
Supplier Payment	Check	11846	6/10/2023	499.31	California State Disbursement Unit
Supplier Payment	Check	11847	6/10/2023	491.00	Hawaii SDU
Supplier Payment	Check	11848	6/10/2023	792.75	IAM Local #1374
Supplier Payment	Check	11849	6/10/2023	8,800.23	Life Insurance Company of North America
Supplier Payment	Check	11850	6/10/2023	875.00	MFS Service Center Inc
Supplier Payment	Check	11851	6/10/2023	125.00	OPEIU Local #11
Supplier Payment	Check	11852	6/10/2023	4,190.01	OPEIU Local #11
Supplier Payment	Check	11853	6/10/2023	672.00	Teamsters Local #58
Supplier Payment	Check	11854	6/10/2023	262.50	UA Local #290
Supplier Payment	Check	11855	6/10/2023	4,054.50	Western Conference of Teamsters
Supplier Payment	Check	11856	6/10/2023	1,342.74	Western Metal Industry Pension Plan
Supplier Payment	Check	11857	6/14/2023	8,403.75	Afghan Associates Inc
Supplier Payment	Check	11858	6/14/2023	1,440.05	Albina Holdings Inc
Supplier Payment	Check	11859	6/14/2023	233.95	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark -
Supplier Payment	Check	11860	6/14/2023	4,956.72	Arborscape Ltd Inc
Supplier Payment	Check	11861	6/14/2023	17,000.00	Axon Enterprises Inc
Supplier Payment	Check	11862	6/14/2023	3,600.00	Bret M Young
Supplier Payment	Check	11863	6/14/2023	12,169.76	Brightview Holdings Inc
Supplier Payment	Check	11864	6/14/2023	9,221.50	BSK Associates - Remit-To: Supplier BSK Associates
Supplier Payment	Check	11865	6/14/2023	680.21	Cellco Partnership - Remit-To: Cellco - Dallas
Supplier Payment	Check	11866	6/14/2023	400.00	Cellco Partnership - Remit-To: Cellco - NJ
Supplier Payment	Check	11867	6/14/2023	276.10	Chappelles Towing LLC
Supplier Payment	Check	11868	6/14/2023	5,000.00	Clark County Historical Society
Supplier Payment	Check	11869	6/14/2023	918.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees
Supplier Payment	Check	11870	6/14/2023	23,866.93	Columbia Resource Company
Supplier Payment	Check	11871	6/14/2023	18.86	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	11872	6/14/2023	37,100.38	Conсор North America Inc
Supplier Payment	Check	11873	6/14/2023	4,241.25	DKS Associates Inc
Supplier Payment	Check	11874	6/14/2023	8,804.70	Earthworks Excavating Services
Supplier Payment	Check	11875	6/14/2023	4,209.97	Echo Electric LLC
Supplier Payment	Check	11876	6/14/2023	3,784.79	Emerald Services Inc - Remit-To: Emerald - Pittsburgh
Supplier Payment	Check	11877	6/14/2023	5,209.05	Epic Land Solutions, Inc.
Supplier Payment	Check	11878	6/14/2023	437.39	Fazio Bros Sand Co Inc
Supplier Payment	Check	11879	6/14/2023	34,882.75	General Pacific Inc
Supplier Payment	Check	11880	6/14/2023	3,497.05	Genuine Parts Company - Remit-To: NAPA - Vancouver
Supplier Payment	Check	11881	6/14/2023	12,752.11	Gray & Osborne Inc
Supplier Payment	Check	11882	6/14/2023	3,230.00	Groundwater Solutions, Inc.
Supplier Payment	Check	11883	6/14/2023	1,606.00	Harper Houf Peterson Righellis Inc
Supplier Payment	Check	11884	6/14/2023	4,281.30	HMI Oregon - Remit-To: Pacific WRO

INVOICE PAYMENTS REPORT

Supplier Payment	Check	11885	6/14/2023	2,016.44	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	11886	6/14/2023	4,724.00	KBT Distributing LLC	
Supplier Payment	Check	11887	6/14/2023	3,831.28	Kittelson & Associates Inc	
Supplier Payment	Check	11888	6/14/2023	916.29	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	11889	6/14/2023	169.79	Langley's Ace Inc	
Supplier Payment	Check	11890	6/14/2023	115.61	Last Mile LLC	
Supplier Payment	Check	11891	6/14/2023	3,025.08	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	11892	6/14/2023	14,280.19	Maul Foster & Alongi Inc	
Supplier Payment	Check	11893	6/14/2023	5,210.16	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	11894	6/14/2023	9,287.97	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	11895	6/14/2023	9,410.81	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	11896	6/14/2023	5,247.00	Pacifica Law Group LLP	
Supplier Payment	Check	11897	6/14/2023	98,847.82	Parametrix, Inc	
Supplier Payment	Check	11898	6/14/2023	1,636.46	Porter W Yett Company	
Supplier Payment	Check	11899	6/14/2023	49,428.68	PPC Solutions Inc	
Supplier Payment	Check	11900	6/14/2023	957.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	11901	6/14/2023	177,598.41	Roof Toppers, Inc.	
Supplier Payment	Check	11902	6/14/2023	4,518.85	S&B Inc	
Supplier Payment	Check	11903	6/14/2023	2,706.58	Shrums Pest Control	
Supplier Payment	Check	11904	6/14/2023	9,502.55	Snap-on Incorporated	
Supplier Payment	Check	11905	6/14/2023	1,114.71	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	11906	6/14/2023	6.58	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	11907	6/14/2023	301.28	State of Washington Department of Licensing - Remit-To: DOL - Seattle	
Supplier Payment	Check	11908	6/14/2023	52.67	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	11909	6/14/2023	2,806.75	Sun Badge Company	
Supplier Payment	Check	11910	6/14/2023	9,997.00	Tamarack Management LLC	
Supplier Payment	Check	11911	6/14/2023	3,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	Check	11912	6/14/2023	956.58	Towing & Recovering Services Inc	
Supplier Payment	Check	11913	6/14/2023	1,516.58	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	11914	6/14/2023	750.00	TRC Environmental Corp - Remit-To: TRC -	
Supplier Payment	Check	11915	6/14/2023	120.00	Triangle Resources Inc	
Supplier Payment	Check	11916	6/14/2023	1,004.53	Triple J Enterprises	
Supplier Payment	Check	11917	6/14/2023	50.00	Vancouver for Peace	
Supplier Payment	Check	11918	6/14/2023	81.53	W.B. Sprague Co. Inc.	
Supplier Payment	Check	11919	6/14/2023	9,624.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	11920	6/14/2023	21,045.00	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	11921	6/14/2023	16,859.12	Whitney Equipment Company Inc	
Supplier Payment	Check	11922	6/14/2023	381.40	WVP OF Washington PC	
Ad Hoc Payment	Check	11923	6/14/2023	94.34	Aguilar Grenzebach,Noemi	Utility Refunds: 0093035700-04
Ad Hoc Payment	Check	11924	6/14/2023	140.00	BCC Properties 1 LLC	Utility Refunds: 0085023810-29 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11925	6/14/2023	430.30	Berry,Stacy	Utility Refunds: 0112000394-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11926	6/14/2023	228.45	Bilyou,Robert	Utility Refunds: 0077000741-01
Ad Hoc Payment	Check	11927	6/14/2023	74.24	Buchholz,Jewel or Paul	Utility Refunds: 0085049011-15
Ad Hoc Payment	Check	11928	6/14/2023	31.68	Castro,Rosario	Utility Refunds: 0089336000-07

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

INVOICE PAYMENTS REPORT

Ad Hoc Payment	Check	11929	6/14/2023	194.00	Cray,Megan or Landon	Utility Refunds: 0086001100-24
Ad Hoc Payment	Check	11930	6/14/2023	29.58	Davis,Jessica E or David A	Utility Refunds: 0149001420-04
Ad Hoc Payment	Check	11931	6/14/2023	39.14	Dean Deurwaarder or Melinda A Mowery	Utility Refunds: 0032043700-07
Ad Hoc Payment	Check	11932	6/14/2023	273.58	Farley,Karla	Utility Refunds: 0080088200-14
Ad Hoc Payment	Check	11933	6/14/2023	72.49	Her,Samnang L or Chao	Utility Refunds: 0500001933-02
Ad Hoc Payment	Check	11934	6/14/2023	72.25	James T or Janet Brown Trustees	Utility Refunds: 0109100200-03
Ad Hoc Payment	Check	11935	6/14/2023	262.73	Joyce Colson or Linda Evans	Utility Refunds: 0079078713-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11936	6/14/2023	41.66	Kintz,Dale K	Utility Refunds: 0043042442-12
Ad Hoc Payment	Check	11937	6/14/2023	175.00	Klemin,John or Susan	Utility Refunds: 0058033007-16 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11938	6/14/2023	89.80	Kyndra or Travis Knott or Chase Lawrence	Utility Refunds: 0107005080-02
Ad Hoc Payment	Check	11939	6/14/2023	191.64	McCray,Ida	Utility Refunds: 0111021034-03
Ad Hoc Payment	Check	11940	6/14/2023	37.11	McManis,Taylor or Justin	Utility Refunds: 0061100030-15
Ad Hoc Payment	Check	11941	6/14/2023	5,193.54	O'Connell,Cheryle	Utility Refunds: 0070060004-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11942	6/14/2023	427.84	Peo,Kimberly	Utility Refunds: 050005427-01
Ad Hoc Payment	Check	11943	6/14/2023	40.04	Perez,Andres	Utility Refunds: 0077070720-05
Ad Hoc Payment	Check	11944	6/14/2023	215.99	Rock,Kibbey	Utility Refunds: 0022030200-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11945	6/14/2023	136.54	Ryan Bates, Personal Representative	Utility Refunds: 0017089100-17
Ad Hoc Payment	Check	11946	6/14/2023	146.43	Smith,Jerrold or Jeanne	Utility Refunds: 0046013102-09
Ad Hoc Payment	Check	11947	6/14/2023	238.00	Stacy A berry or Joseph D Berry or Matthew A	Utility Refunds: 0112000394-04
Ad Hoc Payment	Check	11948	6/14/2023	119.00	The Estate of Robert L Hodges	Utility Refunds: 0055002800-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11949	6/14/2023	121.59	Toburen,Todd	Utility Refunds: 0108005720-03
Ad Hoc Payment	Check	11950	6/14/2023	51.45	Tripp,Randall W	Utility Refunds: 0011002120-03
Ad Hoc Payment	Check	11951	6/14/2023	120.97	Way,Lou Ann	Utility Refunds: 0063079005-03
Miscellaneous Payment	Check	11952	6/14/2023	11.17	Alyssa Wyckoff	Voucher #2010567.030
Miscellaneous Payment	Check	11953	6/14/2023	13.00	Andrew Lambert	Voucher #2010584.030
Miscellaneous Payment	Check	11954	6/14/2023	2,225.74	Cascade Electrical LLC	MPE-331804
Miscellaneous Payment	Check	11955	6/14/2023	2,250.29	Clark County Emergency Medical Services District #2	00033158
Miscellaneous Payment	Check	11956	6/14/2023	293.68	Columbia River High School	Inv #001
Miscellaneous Payment	Check	11957	6/14/2023	4,615.05	DESIGN+BUILD	CMI-336645 (jobsite: 4400 NE 77th Ave, Suite Invoice # 92054101 - Kevin Welton and Rebecca Roberts-Welton (11910 NE MAJOR ST)
Miscellaneous Payment	Check	11958	6/14/2023	11,951.57	Henco Plumbing Services LLC	Voucher #2010585.030
Miscellaneous Payment	Check	11959	6/14/2023	50.00	Michelle Faumuina	Voucher #2010573.030
Miscellaneous Payment	Check	11960	6/14/2023	77.00	Nicole Jordan	Damage Deposit Refund
Miscellaneous Payment	Check	11961	6/14/2023	500.00	Norma Naal Meza	Credit Balance Refund
Miscellaneous Payment	Check	11962	6/14/2023	350.00	Rick Hansen	
Miscellaneous Payment	Check	11963	6/14/2023	1,289.86	Robben & Sons Heating INC	CMI-338854
Miscellaneous Payment	Check	11964	6/14/2023	91.00	Vancouver School District	Refund of Duplicate Payment to Invoice #77048968 for Fire Inspection Fees
Check				1,579,560.19		
Expense Payment	Direct Deposit	EFT-00200123	6/8/2023	94.95	Maria Ryan	Employee
Cash Advance Payment	Direct Deposit	EFT-00200124	6/8/2023	34.50	Jason Hathaway	Travel Advance
Expense Payment	Direct Deposit	EFT-00200125	6/8/2023	79.91	Ryan Lopossa	Employee
Cash Advance Payment	Direct Deposit	EFT-00200126	6/8/2023	34.50	Bryan Fredrickson	Travel Advance
Expense Payment	Direct Deposit	EFT-00200127	6/8/2023	145.50	Tige Harmon	Employee

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

INVOICE PAYMENTS REPORT

Cash Advance Payment	Direct Deposit	EFT-00200128	6/8/2023	34.50	Thomas Schell	Travel Advance
Expense Payment	Direct Deposit	EFT-00200129	6/8/2023	18.57	Jason Gillespie	Employee
Cash Advance Payment	Direct Deposit	EFT-00200130	6/8/2023	34.50	Tom O'Connor	Travel Advance
Expense Payment	Direct Deposit	EFT-00200131	6/8/2023	184.45	Sean Hansen	Employee
Expense Payment	Direct Deposit	EFT-00200132	6/8/2023	94.00	William Pardue	Employee
Expense Payment	Direct Deposit	EFT-00200133	6/8/2023	32.25	Tyler Chavers	Employee
Expense Payment	Direct Deposit	EFT-00200134	6/8/2023	352.00	Cole Benak	Employee
Expense Payment	Direct Deposit	EFT-00200135	6/8/2023	5.50	Neil Martin	Employee
Expense Payment	Direct Deposit	EFT-00200136	6/8/2023	76.00	Daphne Harris	Employee
Cash Advance Payment	Direct Deposit	EFT-00200137	6/8/2023	197.50	Noah Hilliker	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00200138	6/8/2023	197.50	Kassidy Flaherty	Travel Advance
Expense Payment	Direct Deposit	EFT-00200139	6/8/2023	93.57	Angelica Martinez	Employee
Cash Advance Payment	Direct Deposit	EFT-00200140	6/8/2023	266.99	Nat Krase	Travel Advance
Expense Payment	Direct Deposit	EFT-00200141	6/8/2023	16.50	Erik Jennings	Employee
Cash Advance Payment	Direct Deposit	EFT-00200142	6/8/2023	665.50	Abel Lopez	Travel Advance
Expense Payment	Direct Deposit	EFT-00200143	6/8/2023	56.00	Roger Evans	Employee
Cash Advance Payment	Direct Deposit	EFT-00200144	6/8/2023	665.50	Jonas Van Skike	Travel Advance
Expense Payment	Direct Deposit	EFT-00200145	6/8/2023	576.41	Troy Price	Employee
Expense Payment	Direct Deposit	EFT-00200146	6/8/2023	36.00	Erin Jacobson	Employee
Cash Advance Payment	Direct Deposit	EFT-00200147	6/8/2023	309.17	Blanca Magallon	Travel Advance
Expense Payment	Direct Deposit	EFT-00200148	6/8/2023	76.00	Carie Wright	Employee
Cash Advance Payment	Direct Deposit	EFT-00200149	6/8/2023	284.28	Sarah Ellis	Travel Advance
Expense Payment	Direct Deposit	EFT-00200150	6/8/2023	112.00	Patrick Kennedy	Employee
Cash Advance Payment	Direct Deposit	EFT-00200151	6/8/2023	276.50	Tammy Michelson	Travel Advance
Expense Payment	Direct Deposit	EFT-00200152	6/8/2023	151.35	Adrienne Powers	Employee
Cash Advance Payment	Direct Deposit	EFT-00200153	6/8/2023	442.00	Jeffrey Anaya	Travel Advance
Expense Payment	Direct Deposit	EFT-00200154	6/8/2023	176.81	LeMont Lucas	Employee
Cash Advance Payment	Direct Deposit	EFT-00200155	6/8/2023	241.50	Raymond Egan	Travel Advance
Expense Payment	Direct Deposit	EFT-00200156	6/8/2023	25.38	Justin Newman	Employee
Cash Advance Payment	Direct Deposit	EFT-00200157	6/8/2023	333.00	Robert Givens	Travel Advance
Expense Payment	Direct Deposit	EFT-00200158	6/8/2023	64.60	Brian Viles	Employee
Cash Advance Payment	Direct Deposit	EFT-00200159	6/8/2023	259.00	Julie Ballou	Travel Advance
Expense Payment	Direct Deposit	EFT-00200160	6/8/2023	108.88	Kimberly Kapp	Employee
Cash Advance Payment	Direct Deposit	EFT-00200161	6/8/2023	34.50	Kevin Bestul	Travel Advance
Expense Payment	Direct Deposit	EFT-00200162	6/8/2023	76.00	Lee Gelsinger	Employee
Cash Advance Payment	Direct Deposit	EFT-00200163	6/8/2023	34.50	Peik Andersen	Travel Advance
Expense Payment	Direct Deposit	EFT-00200164	6/8/2023	1,408.66	Laurel Priest	Employee
Cash Advance Payment	Direct Deposit	EFT-00200165	6/8/2023	383.50	Tighe Vroman	Travel Advance
Expense Payment	Direct Deposit	EFT-00200166	6/8/2023	112.00	Jeff Olson	Employee
Cash Advance Payment	Direct Deposit	EFT-00200167	6/8/2023	34.50	Charles Schmidt	Travel Advance
Expense Payment	Direct Deposit	EFT-00200168	6/8/2023	217.00	Elliot Tolen	Employee
Cash Advance Payment	Direct Deposit	EFT-00200169	6/8/2023	383.50	Joel Denman	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00200170	6/8/2023	34.50	Todd Knoeppel	Travel Advance
Expense Payment	Direct Deposit	EFT-00200171	6/8/2023	97.50	Michael Whitney	Employee
Expense Payment	Direct Deposit	EFT-00200172	6/8/2023	76.00	Shane Hall	Employee
Cash Advance Payment	Direct Deposit	EFT-00200173	6/8/2023	34.50	Casey Holmes	Travel Advance
Expense Payment	Direct Deposit	EFT-00200254	6/15/2023	482.01	Jeremy Vanroyce	Employee
Cash Advance Payment	Direct Deposit	EFT-00200255	6/15/2023	141.50	Anne McEnerny-Ogle	Travel Advance
Expense Payment	Direct Deposit	EFT-00200256	6/15/2023	203.05	Nathan Cusick	Employee
Cash Advance Payment	Direct Deposit	EFT-00200257	6/15/2023	310.50	Gabriel Montez	Travel Advance
Expense Payment	Direct Deposit	EFT-00200258	6/15/2023	136.00	Colin Hayes	Employee
Cash Advance Payment	Direct Deposit	EFT-00200259	6/15/2023	123.75	Ty Stober	Travel Advance
Expense Payment	Direct Deposit	EFT-00200260	6/15/2023	76.00	Amy Foster	Employee
Cash Advance Payment	Direct Deposit	EFT-00200261	6/15/2023	55.50	Ty Stober	Travel Advance
Expense Payment	Direct Deposit	EFT-00200262	6/15/2023	155.80	Tommy Myrick	Employee
Cash Advance Payment	Direct Deposit	EFT-00200263	6/15/2023	193.25	Eric Holmes	Travel Advance
Expense Payment	Direct Deposit	EFT-00200264	6/15/2023	13.02	Jordan Macfarlane	Employee
Expense Payment	Direct Deposit	EFT-00200265	6/15/2023	126.68	Rick Lagerquist	Employee
Expense Payment	Direct Deposit	EFT-00200266	6/15/2023	20.00	Jeff Mori	Employee
Expense Payment	Direct Deposit	EFT-00200267	6/15/2023	317.68	Craig Frantz	Employee
Expense Payment	Direct Deposit	EFT-00200268	6/15/2023	36.00	Cyndi Turner	Employee
Expense Payment	Direct Deposit	EFT-00200269	6/15/2023	290.00	Kevin Peterson	Employee
Expense Payment	Direct Deposit	EFT-00200270	6/15/2023	136.00	Daniel O'Meara	Employee
Expense Payment	Direct Deposit	EFT-00200271	6/15/2023	102.00	Tony Davidson	Employee
Expense Payment	Direct Deposit	EFT-00200272	6/15/2023	65.16	Matt Hoover	Employee
			Direct Deposit	12,763.63		
Supplier Payment	EFT	EFT-00200174	6/8/2023	929.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00200175	6/8/2023	1,662.50	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00200176	6/8/2023	5,336.72	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00200177	6/8/2023	17,224.27	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00200178	6/8/2023	71,812.25	Tapani Inc	
Supplier Payment	EFT	EFT-00200179	6/8/2023	7,500.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00200180	6/8/2023	49,233.87	Operations Management International Inc	
Supplier Payment	EFT	EFT-00200181	6/8/2023	6,562.75	Otak Inc	
Supplier Payment	EFT	EFT-00200182	6/8/2023	24,550.70	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00200183	6/8/2023	22,271.33	Fehr & Peers	
Supplier Payment	EFT	EFT-00200184	6/8/2023	102,511.01	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00200185	6/8/2023	3,500.00	Steven Fulmer	
Supplier Payment	EFT	EFT-00200186	6/8/2023	315,279.67	North Cascades Excavating, LLC	
Supplier Payment	EFT	EFT-00200187	6/8/2023	93,301.55	3 Kings Environmental	
Supplier Payment	EFT	EFT-00200188	6/8/2023	1,644.63	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00200189	6/8/2023	4,485.65	Sharon Rice	

INVOICE PAYMENTS REPORT

Supplier Payment	EFT	EFT-00200190	6/8/2023	3,955.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00200191	6/8/2023	5,000.00	SELF - Support for Early Learning + Families	
Supplier Payment	EFT	EFT-00200192	6/8/2023	40.81	Ziply Fiber	
Supplier Payment	EFT	EFT-00200193	6/8/2023	32,172.72	Stellar J Corporation	
Supplier Payment	EFT	EFT-00200194	6/8/2023	700.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00200195	6/8/2023	238.99	McKesson Medical Surgical Inc	
Supplier Payment	EFT	EFT-00200196	6/8/2023	50,817.25	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00200197	6/8/2023	4,520.23	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00200198	6/8/2023	2,318.66	Power Systems West	
Supplier Payment	EFT	EFT-00200199	6/8/2023	7,900.34	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00200200	6/8/2023	22,785.02	Share Inc	
Supplier Payment	EFT	EFT-00200201	6/8/2023	198,627.51	SDB Inc	
Supplier Payment	EFT	EFT-00200202	6/8/2023	198,858.80	Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00200203	6/10/2023	12,173.16	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00200204	6/10/2023	150.18	Legal Shield	
Supplier Payment	EFT	EFT-00200205	6/10/2023	15,323.56	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00200206	6/10/2023	950.40	Vancouver Command	
Supplier Payment	EFT	EFT-00200207	6/10/2023	25,160.80	IAFF Local #452	
Supplier Payment	EFT	EFT-00200273	6/15/2023	1,700.57	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00200274	6/15/2023	60,185.09	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00200275	6/15/2023	9,579.40	North Cascades Excavating, LLC	
Supplier Payment	EFT	EFT-00200276	6/15/2023	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00200277	6/15/2023	20,115.12	Live Love Outreach	
Supplier Payment	EFT	EFT-00200278	6/15/2023	10,396.72	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00200279	6/15/2023	8,854.69	C & R Tractor & Landscape Supply	
Supplier Payment	EFT	EFT-00200280	6/15/2023	149.78	Living Hope Church	
Supplier Payment	EFT	EFT-00200281	6/15/2023	2,178.92	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00200282	6/15/2023	5,518.70	PSI Water Technologies Inc	
Supplier Payment	EFT	EFT-00200283	6/15/2023	301.65	Power Systems West	
Supplier Payment	EFT	EFT-00200284	6/15/2023	20,402.17	Blackline Inc	
Supplier Payment	EFT	EFT-00200285	6/15/2023	4,784.81	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00200286	6/15/2023	207.50	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00200287	6/15/2023	2,975.00	JCI Jones Chemicals, Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00200288	6/15/2023	53,312.35	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00200289	6/15/2023	4,692.46	SDB Inc	
Supplier Payment	EFT	EFT-00200290	6/15/2023	127,085.52	Rotschy Inc	
Supplier Payment	EFT	EFT-00200291	6/15/2023	240.00	Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00200292	6/15/2023	500,569.08		
Supplier Payment	Manual Wire		EFT 6/1/2023	2,144,232.35		
Supplier Payment	Manual Wire		6/1/2023	15,300.64	Athlactron Holding	
Supplier Payment	Manual Wire		6/1/2023	48,048.35	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		6/5/2023	13,429.65	Washington Dental	
Supplier Payment	Manual Wire		6/5/2023	253,759.28	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		6/6/2023	17,923.22	United States Postal Service	
Supplier Payment	Manual Wire		6/6/2023	295,000.00	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		6/7/2023	192,828.64	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		6/7/2023	487,064.28	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		6/7/2023	10,285.76	VSP Vision Care Inc	
Supplier Payment	Manual Wire		6/7/2023	255.71	Allegiance Benefit Plan Management Inc - Remit-To: COBRA	
Supplier Payment	Manual Wire		6/8/2023	212,355.00	Enviro-Clean Equipment Inc	
Supplier Payment	Manual Wire		6/8/2023	76,766.35	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		6/8/2023	240.89	Keybank National Association	
Supplier Payment	Manual Wire		6/9/2023	53,963.33	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		6/9/2023	11,772.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		6/9/2023	10,000.00	Fidelity National Title Co of Washington	
Supplier Payment	Manual Wire		6/10/2023	1,292.64	Vancouver Fire Command Officers	

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

INVOICE PAYMENTS REPORT

Supplier Payment	Manual Wire		6/10/2023	111,502.94	Washington State Firefighters	
Supplier Payment	Manual Wire		6/10/2023	25,055.40	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		6/10/2023	743.50	Oregon SDU	
Supplier Payment	Manual Wire		6/10/2023	306,823.32	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		6/10/2023	5,017.32	Washington SDU	
Supplier Payment	Manual Wire		6/10/2023	21,542.47	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		6/12/2023	1,158,605.11	Internal Revenue Service	
Supplier Payment	Manual Wire		6/12/2023	15,158.60	Washington Dental	
Supplier Payment	Manual Wire		6/12/2023	127,764.12	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		6/13/2023	861,020.96	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		6/13/2023	36,834.38	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		6/13/2023	3.00	City of Portland Revenue Division	
Supplier Payment	Manual Wire		6/13/2023	11,602.45	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		6/14/2023	1,542.84	VSP Vision Care Inc	
Supplier Payment	Manual Wire		6/14/2023	89,645.98	Blue Cross Blue Shield of Oregon	
Procurement Card Payment	Manual Wire		6/14/2023	903,865.53	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		6/16/2023	378,981.62	Kaiser Permanente - Remit-To: Kaiser	
Supplier Payment	Manual Wire		6/16/2023	6,319.61	Washington Dental	
Supplier Payment	Manual Wire		6/16/2023	90,647.62	Reliastar Life Insurance	
Supplier Payment	Manual Wire		6/16/2023	38,063.50	Liberty Mutual Group Inc.	
			Manual Wire	5,891,026.01		
			Checks	1,579,560.19		
			Direct Deposit	12,763.63		
			EFT	2,144,232.35		
			6/12/2023	16,914.48	City Payments	Posted 06-05-23 to 06-11-23
			6/19/2023	9,951.56	City Payments	Posted 06-12-23 to 06-18-23
			Hansen Total	26,866.04		
			6/12/2023	3,516.59	Miscellaneous	Parks Class Refunds FCC 06-05-23 to 06-11-23
			6/12/2023	1,132.00	Miscellaneous	Parks Class Refunds MCC 06-05-23 to 06-11-23
			6/12/2023	775.00	Miscellaneous	Parks Class Refunds WREC 06-05-23 to 06-11-23
			6/19/2023	4,041.53	Miscellaneous	Parks Class Refunds FCC 06-12-23 to 06-18-23
			6/19/2023	444.00	Miscellaneous	Parks Class Refunds MCC 06-12-23 to 06-18-23
			VISA Total	9,909.12		
			Payroll Total	3,847,063.90		
			GRAND TOTAL	13,511,421.24		

City of Vancouver
Payroll Council Report
June 05, 2023 - June 18, 2023

Check No.	Date	Explanation	Amount
1275 - 1311	06/09/23	June 9th Payroll	\$ 12,017.64
198309 - 200122	06/09/23	June 9th Direct Deposits	\$ 3,835,046.26
N/A	06/09/23	John Varvara - NACHA Return	\$ (1,488.76)
200208	06/09/23	John Varvara - Replacement for NACHA Return	\$ 1,488.76

\$ 3,847,063.90



Staff Report: 123-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Animal Welfare Resolutions

Key Points

- Following discussion of three animal welfare issues at the March 6, 2023 workshop, Council directed preparation of three draft non-regulatory resolutions to declare City Council's position on the three issues.
- These three resolutions state Council's position on fur sales, foie gras, and retail animal sales, respectively.

Strategic Plan Alignment

N/A

Present Situation

There are no known furriers or retail fur businesses operating in Vancouver at this time. There is one known business on the Vancouver Waterfront that currently has a foie gras dish on its menu; the other restaurant that was known to do so (El Gaucho) voluntarily removed the item in the interest of community harmony.

There is one known retail pet store business in Vancouver that currently sells puppies from small, regional private breeders.

Advantage(s)

Approving these resolutions would make Council's position on animal welfare issues clear to the community and could foster a more humane environment in Vancouver, thereby enhancing the reputation of the city.

Disadvantage(s)

Approving these resolutions could be perceived as adverse to the two known businesses in the City that currently engage in the practices discussed in the ordinances and could potentially be

perceived as fostering an unfriendly attitude towards certain types of commerce.

Budget Impact

N/A

Prior Council Review

March 6, 2023 Workshop. Council directed staff to prepare three non-regulatory resolutions stating the Council's positions on the animal welfare issues discussed.

Action Requested

On June 26, 2023, approve all or some of the following Resolutions; Resolution A (Fur Sales), Resolution B (Fois Gras), Resolution C (Retail Animal Sales).

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

ATTACHMENTS:

- ▢ Resolution A - Fur Sales
- ▢ Resolution B - Foie Gras
- ▢ Resolution C - Retail Animal Sales

6/26/2023

RESOLUTION NO. M-_____

A RESOLUTION declaring City Council's position on retail fur sales in Vancouver.

WHEREAS, animals raised on fur farms typically spend their entire lives in cages and endure tremendous suffering; and

WHEREAS, fur farmers typically use the cheapest killing methods available, including suffocation, electrocution, gas, and poison; and

WHEREAS, fur farms are transmission vectors for dangerous zoonotic diseases, including SARS coronaviruses, that threaten public health; and

WHEREAS, the fur production process is energy intensive and has a significant environmental impact, including air and water pollution that contains high concentrations of phosphorus and nitrogen, which are the most common forms of water pollution in the United States, including Washington, and the tanning and dying processes used in fur production use heavy metals and toxic chemicals like chromium and formaldehyde; and

WHEREAS, there exists a wide array of alternatives to fur for fashion and apparel that offer similar textures, styles, and properties without the impacts on animal welfare and the environment of farm-raised fur; and

WHEREAS, Council respectfully recognizes a clear distinction between retail fur products and fur products that may be used for traditional tribal, cultural, or spiritual purposes by a member of a religion or federally recognized or state-recognized Native American tribe; and

RESOLUTION - 1

WHEREAS, Council respectfully recognizes that fur trapping and trading was a major industry in our local history and that furs obtained from legal hunting and trapping should continue to be allowed in our community; and

WHEREAS, Council recognizes that as of this day, June 5, 2023, there is no retail fur store currently operating in Vancouver; and

WHEREAS, American labor leader and civil rights activist Cesar Chavez has said that “We know we cannot be kind to animals until we stop exploiting them -- exploiting animals in the name of science, exploiting animals in the name of sport, exploiting animals in the name of fashion.”

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANCOUVER:

Section 1. Fur is defined as “animal skin or part thereof with hair, fleece or fur fibers attached thereto” and is used herein to refer to fur products from animals that were farmed for the purpose of fur production such as mink, fox, chinchilla, rabbit, sable, and raccoon.

Section 2. The City Council recognizes and respects the distinction between the retail sale of new fur products worn for fashion, which perpetuates the demand for a cruel and inhumane industry, and fur products that do not perpetuate this industry, including a.) fur used in traditional tribal, cultural, or spiritual purposes by a member of a religion or federally recognized or state-recognized Native American tribe; b.) furs obtained from legal hunting; and c.) vintage furs or furs already in possession by members of the community. In recognition of the cultural, practical, and sentimental purposes of non-retail sale fur products, the City Council encourages these furs to be preserved and passed down to future generations and supports efforts to increase public awareness of the cultural and historical significance of such products.

RESOLUTION - 2

Section 3. The City Council believes that the retail sale of new fur is not consistent with the values of our city and that the demand for fur products does not justify the unnecessary killing and cruel treatment of animals, harm to the environment, and the public health risks to the people of the City of Vancouver caused by these practices.

Section 4 The City Council discourages the purchase or sale of fur products in the City of Vancouver and believes that doing so will decrease the demand for these cruel and environmentally harmful products and promote community awareness of animal welfare and, in turn, the City of Vancouver will lead as an example to other cities that share our values of animal welfare over fashion.

Section 5. Findings. The findings set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 26th day of June, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3

6/26/2023

RESOLUTION NO. M-_____

A RESOLUTION declaring City Council's position on force-fed foie gras in Vancouver.

WHEREAS, foie gras is a luxury poultry food item produced from the enlarged liver of a duck or goose that has traditionally been force-fed until its liver becomes enlarged up to ten times its normal size; and

WHEREAS, the traditional methods of force-feeding birds for foie gras production is widely considered inhumane by veterinary professionals, because it involves inserting a foot-long metal or plastic tube down a bird's throat and injecting large quantities of feed into the stomach. The process may also cause the animals significant injury and illness, including bacterial and fungal infections, malnourishment, and/or lameness; and

WHEREAS, because of the constant stress they endure, birds force-fed for foie gras production may have weakened immune systems, making them especially susceptible to avian influenza (bird flu) infections, which can spread to humans and lead to disease outbreaks; and

WHEREAS, it is in the city's interest to avoid supporting animal cruelty and zoonotic disease risks by removing force-fed poultry products from restaurants and the marketplace; and

WHEREAS, the City Council of the City of Vancouver desires to protect public health and uphold values related to the humane treatment of animals by discouraging force-fed poultry products from the marketplace in Vancouver;

WHEREAS, the executive chef of a prominent Vancouver fine dining establishment, in the stated interest of "community harmony," has graciously agreed to voluntarily remove foie gras from their menu after hearing community members' concerns; and

RESOLUTION - 1

WHEREAS, the internationally respected lawyer, civil rights advocate, and leader of India's nonviolent independence movement, Mahatma Gandhi, has stated that "The greatness of a nation and its moral progress can be judged by the way its animals are treated."

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANCOUVER:

Section 1. "Foie gras" herein shall be used to describe a product that is the result of force-feeding a bird, including but not limited to a duck or a goose, with the intent to fatten or enlarge the bird's liver.

Section 2. The City Council states its belief in the compassionate treatment of animals and believes that the production or sale of foie gras is inconsistent with the values of our city. It further believes that the demand for a delicacy food item does not justify the unnecessarily cruel treatment of animals, as occurs with force-feeding for foie gras production.

Section 3. The City Council rejects the notion that foie gras on a menu makes Vancouver a more desirable place to dine.

Section 4. The City Council resolves that, in keeping with the Vancouver values of compassion and respect for animals, no foie gras product is to be featured on any plate or menu for a City function.

Section 5 The City Council discourages the production, distribution, and sale of foie gras in Vancouver and believes that doing so will decrease the demand for these cruel products and promote community awareness of animal welfare; and that this, in turn, will foster a more humane environment in Vancouver, thereby enhancing the reputation, livability, and appeal of the city.

RESOLUTION - 2

Section 6. Findings. The findings set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 26th day of June, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3

6/26/2023

RESOLUTION NO. M-_____

A RESOLUTION declaring the Vancouver City Council's position on the retail sale of cats and dogs by pet stores in Vancouver.

WHEREAS, retail pet stores selling live animals have traditionally been a sales outlet for young dogs and cats bred in large-scale commercial breeding facilities both within the United States and abroad; and that according to the Humane Society of the United States, it is estimated that 10,000 commercial breeding facilities produce more than 2,400,000 puppies a year in the United States and that most pet store puppies and many pet store kittens come from large-scale commercial breeding facilities, respectively; and that when consumers buy puppies and kittens from pet stores, there is a strong likelihood that consumers are unknowingly supporting the commercial breeding industry; and

WHEREAS, the documented abuses of commercial breeding facilities include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate food, water and shelter; lack of socialization; lack of adequate space; and the euthanizing of unwanted animals; and the inhumane conditions in commercial breeding facilities lead to health and behavioral issues with puppies and kittens, which may not present themselves until years after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, the lack of enforcement resources at local, state, and federal levels allows many inhumane commercial breeding facilities to operate with impunity; and that according to the Humane Society of the United States, American consumers purchase puppies and kittens from retail pet stores that the consumers believe to be healthy and genetically sound, but in reality, the

RESOLUTION - 1

animals often face an array of health problems including communicable diseases or genetic disorders that present immediately after sale or that do not surface until several years later, all of which lead to costly veterinary bills and distress to the pet owners; and

WHEREAS, there are many small-scale, reputable dog and cat breeders who refuse to sell through pet stores and who work carefully to screen families and ensure good, lifelong matches; and

WHEREAS, responsible dog and cat breeders do not sell their animals to pet stores. The United Kennel Club (UKC), the second oldest all-breed registry of purebred dog pedigrees in the United States and the second largest in the world, asks its member breeders to agree to a Code of Ethics which includes a pledge not to sell their puppies to pet stores. Similar pledges are included in Codes of Ethics for many breed clubs for individual breeds; and

WHEREAS, local animal shelters, including the Humane Society for Southwest Washington (HSSW), have experienced a 17% increase in stray dog in-take, due in part to the medical and behavioral condition of animals as a result of unscrupulous pet sales conducted by negligent breeders and pet stores; and the lack of education regarding proper pet ownership that these breeders and pet stores provide, and that care for abandoned and rescued animals at the HSSWA costs Vancouver taxpayers over \$400,000 per year; and

WHEREAS, the Vancouver City Council recognizes that not all dogs and cats retailed in pet stores are products of inhumane breeding conditions and would not classify every commercial breeder selling dogs or cats to pet stores as a "puppy mill" or "kitten factory," it is the City Council's belief that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet stores; and

RESOLUTION - 2

WHEREAS, the Washington State legislature passed Substitute House Bill (SHB) 1424 in 2021, which added a new section to chapter 16.52 RCW that prohibits the sale of dogs and cats by retail pet stores, but allowed existing pet stores to continue to sell dogs if they offered for sale any dog prior to the effective date of the legislation, and

WHEREAS, there currently exists one retail pet store in Vancouver that has been allowed to continue the sale of dogs under SHB 1424; and

WHEREAS, the City Council embraces and adopts what Albert Einstein once said, "If a man aspires towards a righteous life, his first act of abstinence is from injury to animals."

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANCOUVER:

Section 1. The City Council states its belief in the compassionate treatment of animals and believes that the retail sale of dogs and cats by pet stores is inconsistent with the values of our city. It believes that we have an obligation to take care of the animals within our borders as a first priority rather than importing new animals from beyond our borders.

Section 2. The City Council recognizes the distinction between large commercial breeding facilities and small-scale, reputable breeders who give the utmost concern to the health and well-being of not only the individual animals but the breed overall; and it joins the HSSWA in supporting responsible small-scale breeders who meet prospective owners to provide counseling for the family, ensure a good bond between an animal and its new home; and maintain a connection with the new owners, which helps to prevent discarded animals from burdening local shelters if the new home turns out to be a poor match.

RESOLUTION - 3

Section 5 The City Council discourages the retail sale of dogs and cats in pet stores in the City and believes that will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the city; and

Section 6 The City Council strongly encourages pet consumers to first consider adopting dogs and cats from shelters, thereby saving animals' lives and reducing the cost to the public of sheltering animals; and

Section 6. Findings. The findings set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 26th day of June, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 4



Staff Report: 124-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Adoption of 2023-2029 Strategic Plan

Key Points

- City staff have completed development of a new six-year Strategic Plan.
- The new six-year Strategic Plan supports the Council priorities of equity, safety, and climate.
- The City Council will adopt the new six-year Strategic Plan via resolution after a public hearing.

Strategic Plan Alignment

All

Present Situation

From 2020 through 2023 the City Council, through a series of Council workshops and retreats, identified a strategic framework to shape the Vancouver community in ways to make it more equitable, safe, and climate friendly. From 2021 through 2023 community-based organizations and partners were interviewed, a sixteen-person advisory committee was convened, and the public were engaged through a visioning process to learn about priorities for the future. The final approach and framework of the Strategic Plan was reviewed by Council at a May 8, 2023 workshop. Council is being asked to formally adopt the 2023-2029 Strategic Plan via resolution.

Advantage(s)

Adoption of the strategic plan confirms Council's vision and direction for the City for the next six years, for current and future city limits.

Disadvantage(s)

None

Budget Impact

No budget impact from adoption of the plan. Implementation of many of the action items will

require funding which will be approved through the City's normal budgeting procedures.

Prior Council Review

Multiple City Council workshops and retreats throughout 2020-2023.

Action Requested

On June 26, 2023, adopt the 2023-2029 Strategic Plan via resolution.

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

ATTACHMENTS:

- ▣ Resolution
- ▣ Strategic Plan presentation
- ▣ 2023-2029 Vancouver Strategic Plan

6/26/23

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION adopting the City's 2023-2029 Strategic Plan

WHEREAS, the City Council recognizes the importance of a strategic plan in identifying city priorities for the next six years, for current and future city limits; and

WHEREAS, the City's 2016 Strategic Plan was last updated in 2019, and organization and community priorities have changed considerably since that time; and

WHEREAS, from 2020 to 2023 the City Council, through a series of Council workshops and retreats, identified a strategic framework to shape the Vancouver community in ways that make it more equitable, safe, and climate friendly; and

WHEREAS, from 2021 through 2023 community-based organizations and partners were interviewed, a sixteen person advisory committee was convened, and the public were engaged through a visioning process to learn about priorities for the future; and

WHEREAS, the 2023-2029 Strategic Plan is built on core values and focus areas affirmed by the City Council and work previously completed through A Stronger Vancouver, the 2016 Strategic Plan, and community engagement efforts and will be used to prioritize and fund a broad range of services.

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANCOUVER:

Section 1. The Council hereby adopts the 2023-2029 Vancouver Strategic Plan, included as Exhibit "A".

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver

RESOLUTION - 1

City Council this 26th day of June 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2



City of Vancouver Strategic Plan Update

June 26, 2023



Agenda

- Welcome and Overview
- Plan Purpose
- Getting Here: Process and Timeline
- What's in the Plan:
 - Core Values
 - Focus Areas
 - Community Indicators and Performance Measures
- Next Steps



Strategic Plan Purpose

- Lays out city priorities for the next six years for current and future city limits
- Aligns core values with focus areas to identify implementable actions
- Supports prioritization of services related to focus areas including transportation, economic development, housing, culture and heritage, public safety, climate and environment, and governance
- Informs investments and creates accountability to progress through community indicators and performance measures



Connection to Other City Plans

time



Comprehensive Plan

- Long-term (20 yrs)
- Shared community vision
- Future land use and place-based

Master Plans & Frameworks

- Medium-term (5-10 yrs)
- Robust plans and community partnerships
- Topic or location based

Strategic Plan

- Medium-term (3-6 yrs)
- Council's citywide focus areas
- Organizational direction for employees

Biennial Budget, Financial Policies & Operational Plans

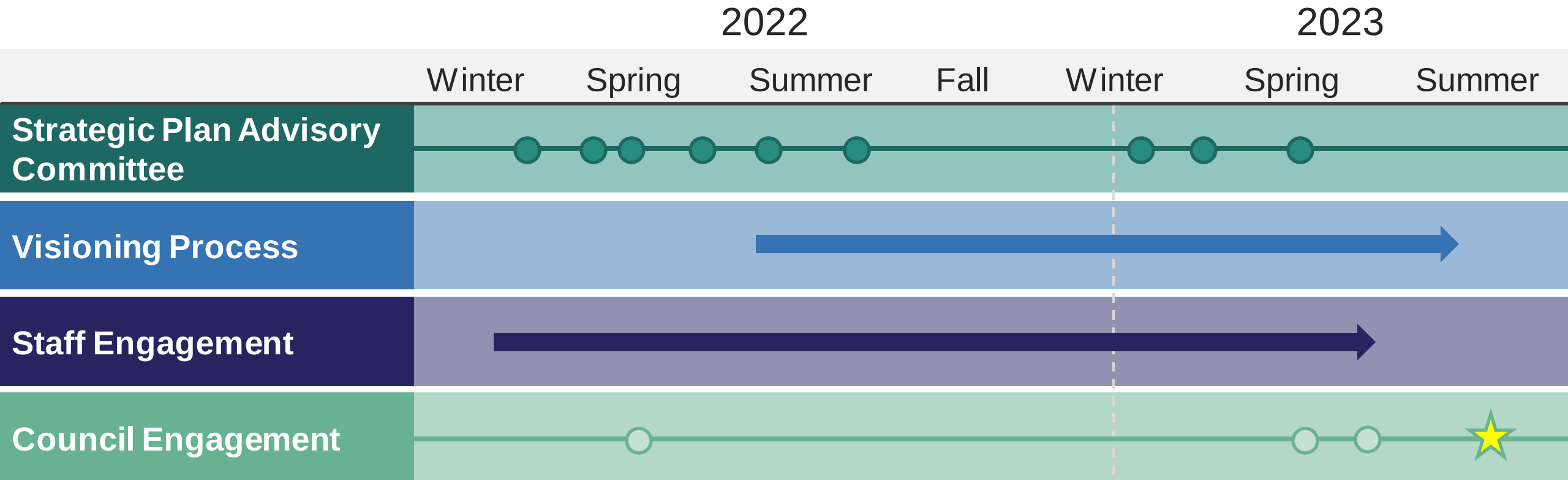
- Short-term (1+ yrs)
- Departmental service levels, capital outlays
- 6-year financial forecast, tax/revenue rates

Performance Management Program

- Daily strategic discipline, performance management
- Pathways for improvement and innovation
- Regular reporting to Council and the community



Getting Here: Process and Timeline

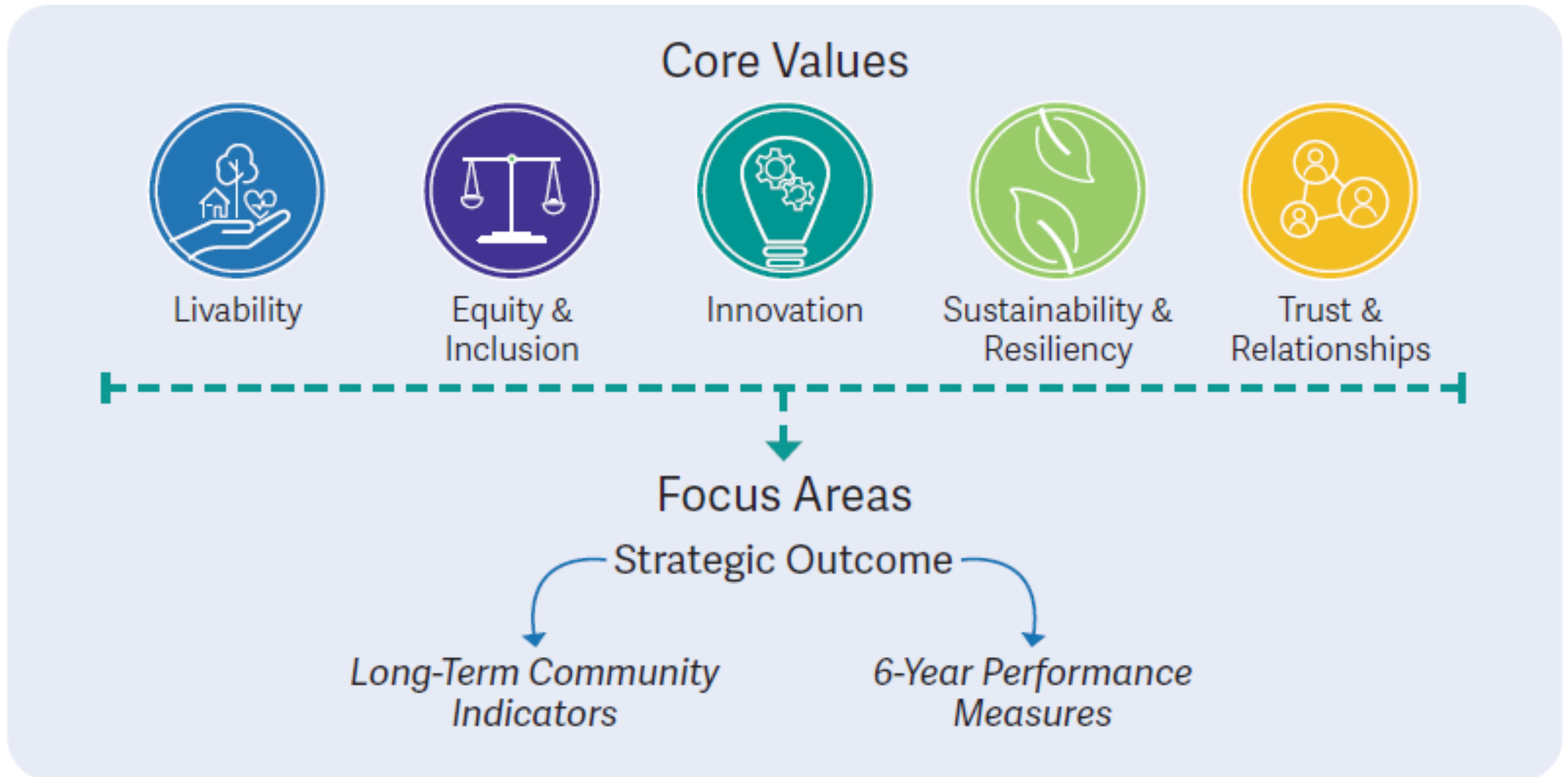


Getting Here: Engagement Process

- 8 Vancouver City Council meetings
- 15 interviews with interested parties
- 9 Strategic Plan Advisory Committee meetings
- Ongoing public engagement across a wide range of projects, programs, and initiatives
- Ongoing meetings and check-ins with department staff



What's in the Plan: Core Values and Focus Areas



Measuring Progress: Focus Areas



**Transportation
and Mobility**



**Housing and Human
Needs**



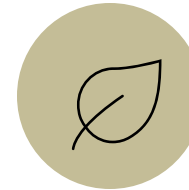
**Safe and Prepared
Community**



**High Performing
Government**



**Vibrant and Distinct
Neighborhoods**



**Climate and Natural
Systems**



**Economic
Opportunity**



**Culture and
Heritage**

Measuring Progress

Navigating Community Indicators and Performance Measures

Strategic Outcomes - What are we trying to achieve?

Vancouver has a safe, future-ready and convenient transportation system that offers affordable and climate-friendly options for people to get where they need to be. All community members can walk, roll, bike, drive, and take transit to reach their destination. Vancouver considers the needs of different communities when designing transportation infrastructure and prioritizes equity. Vancouver's transportation network supports the local and regional economy and facilitates the movement of goods in addition to people.

Community Indicators	Performance Measures
TM.CI.1 Model Split	TM.PM.1 Miles of Complete Streets
TM.CI.2 Transportation User Experience	TM.PM.2 Number of Collisions
TM.CI.3 Transportation Fatalities & Serious Injuries	TM.PM.3 Miles of Improved Facilities
	TM.PM.4 Percentage of Residents Near Transit Facilities

Core Values



Livability



Equity &
Inclusion



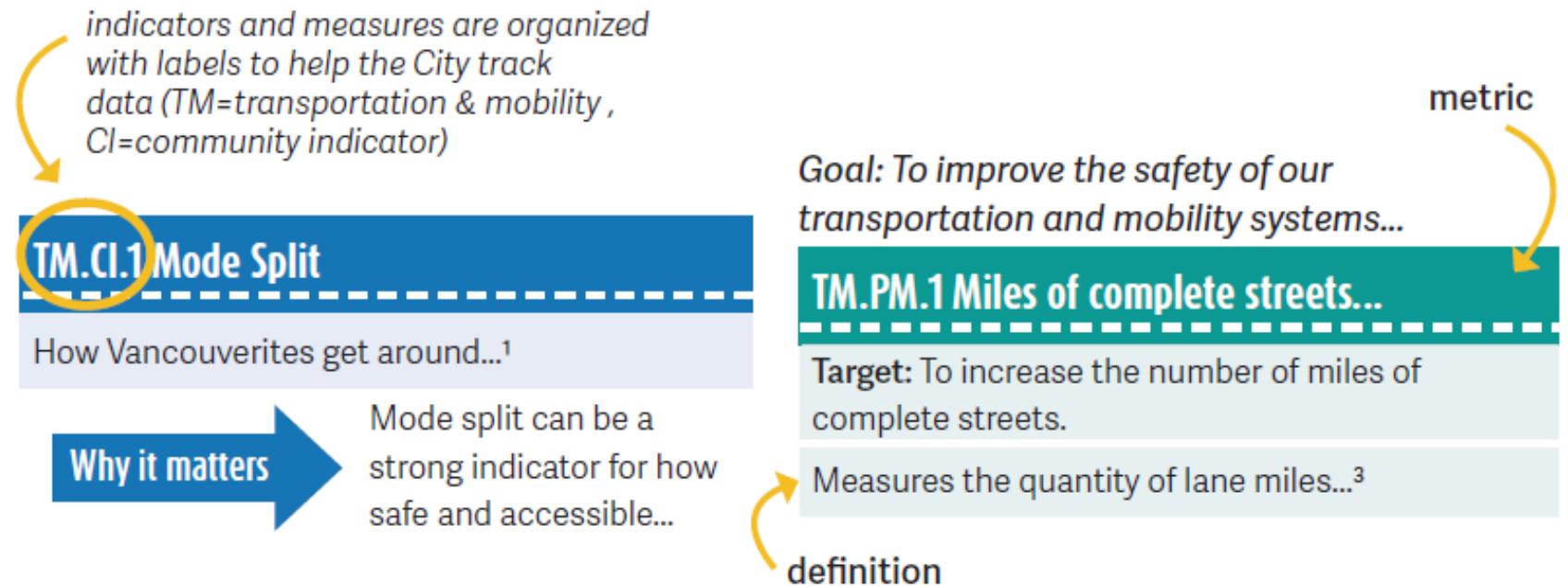
Sustainability &
Resiliency

Measuring Progress

Navigating Community indicators and Performance Measures

Community indicators include a metric, definition, data source, and why it matters

Performance measures include a goal, metric, target (optional), definition, data source, and why it matters



Measuring Progress

Example Community Indicators

TM.Cl.1 Mode Split

The breakdown of how Vancouverites get around, typically representing the percentage of travelers using a particular type of transportation (walk, bike, public transit, etc.).⁵

Why it matters

Mode split can be a strong indicator for how safe and accessible non-drive alone transportation options are for community members. Increased shares of people walking, bicycling, and using transit translates to fewer greenhouse gas emissions, cleaner air, safer roadways, and decreased capital and maintenance costs for the City. Research has shown that having options other than driving alone can also save families money on their transportation costs, have positive health outcomes by increasing activity rates, and improve personal mobility and freedom for those who are unable or choose not to drive.

TM.Cl.2 Transportation User Experience

The level of satisfaction based on users of the transportation system in Vancouver.⁶

Why it matters

Understanding public sentiment about using the transportation system to move around the community can provide insight into what is working well, and where gaps exist and improvements are needed.

⁵ US Census Bureau, American Community Survey

⁶ Periodic, statistically valid community survey

Measuring Progress

Example Performance Measures

Goal: To improve the safety of our transportation and mobility systems for all residents, workers and visitors, the City's Public Works Department in partnership with the Community Development Department will increase the number of miles that are complete streets.

TM.PM.1 Miles of complete streets/mobility lanes/sidewalks and number of Americans with Disabilities Act (ADA) compliant curb ramps/audible pedestrian signal (APS) conversions

Target: To increase the number of miles of complete streets.

Measures the quantity of lane miles in Vancouver that are "complete streets" (a roadway that provides safe and comfortable facilities for all transportation users) compared to roadways that only feature automobile lanes.⁸

Why it matters

Providing complete streets ensures safety and accessibility for all travelers no matter how they choose to travel. It lowers barriers to choosing active transportation modes like walking and bicycling, which lower emissions and creates savings for individuals and the City in the form of street maintenance.

Goal: To monitor the safety effectiveness of alternative transportation systems, the City of Vancouver will measure the number of collisions both city-wide and in areas with updated designs.

TM.PM.2 Number of collisions between vehicles and vulnerable users (pedestrians and bicyclists)

Target: Reduce the number of collisions that occur between vehicles and pedestrians/cyclists.

The count of collisions within the city limits between vehicles and vulnerable users where vulnerable users include bicyclists, pedestrians, and other small-mobility users etc.⁹

Why it matters

The number of collisions can indicate a safety design opportunity/risk. Collisions may result in injuries, property damage, and increased costs to the individual and the City.

⁸ City of Vancouver Public Works Department (GIS)

⁹ Washington State Department of Transportation (WSDOT)

Next Steps

- Connecting the Strategic Plan focus areas to the City budget and investments
- Creating a community dashboard to demonstrate transparency and ensure community members can evaluate progress over time.
- Aligning other City processes, plans and policies with Strategic Plan values
- Maintaining an ongoing committee to periodically assess progress, provide feedback, and inform decision-making
- Develop and maintain communications that support ongoing community engagement and awareness of the Plan

Questions?



Focus Areas with Community Indicators

Transportation & Mobility	High Performing Government	Economic Opportunity	Housing & Human Needs	Vibrant & Distinct Neighborhoods	Culture & Heritage	Safe & Prepared Community	Climate & Natural Systems
Mode Split	Price of Government	Median Household Income	Point in Time Count of Individuals Experiencing Homelessness	Neighborhood Cohesion	Arts-related Businesses	Residents' Perception of Safety	Greenhouse Gas Emissions
Transportation User Experience	Resident Satisfaction with Municipal Services	Per Capita Income	Housing Affordability	Diversity of Businesses in Neighborhoods	Economic Impact of Arts, Culture, and Heritage	Residents' Perception of Community Preparedness for Disaster	Waste Diversion
Transportation Fatalities & Serious Injuries	Municipal Bond Rating	Business Diversity	Children In Poverty				Tree Canopy
		Job Creation					Parkland Acreage per 1000 Residents
		Unemployment					
		Education Attainment					
		Pre-k Enrollment					
		Workforce Readiness Survey					



City of Vancouver **STRATEGIC PLAN**

2023-2029 UPDATE

CITY OF
Vancouver
WASHINGTON



Welcome

Welcome to all who live, work, and play in the city of Vancouver to our 2023-2029 Strategic Plan. This plan lays out the City's direction for the next six years and beyond. Using our identified core values as a guide, we will advance efforts in each of the eight focus areas for the benefit of Vancouver residents, businesses, and visitors.

Vancouver is at an inflection point. We face many challenges, some local and others societal. We also have boundless opportunities to reshape our community in ways that make it more equitable, safe, and climate friendly. Vancouver is a city on the rise, within the region and the state. This plan will ensure that we preserve the unique traits that led us all to this place, while we continue to grow and evolve as a community.

This plan reflects the work of a dedicated group of community participants, along with the broader voices of Vancouver and City staff. We believe it to be a true reflection of the diverse perspectives and goals of Vancouver.

As a Council and City leadership, we are committed to ensuring alignment between future policies, programs, and investments and the core values and focus areas of the Strategic Plan. The use of six-year performance measures and long-term community indicators will allow us all to track our community's progress and ensure we're moving in the right direction.

We hope you share our excitement for the Vancouver we are becoming and will join us in ensuring the values we have created are realized.

Mayor Anne McEnerny-Ogle

Mayor Pro Tem Ty Stober

Councilmember Sarah J. Fox

Councilmember Bart Hansen

Councilmember Kim D. Harless

Councilmember Erik Paulsen

Councilmember Diana H. Perez

City Manager Eric Holmes

Acknowledgments

Recognition of the residents who this plan reflects and serves.

Vancouver City Council and Mayor

- Mayor Anne McEnerny-Ogle
- Mayor Pro Tem Ty Stober
- Councilmember Sarah J. Fox
- Councilmember Bart Hansen
- Councilmember Kim D. Harless
- Councilmember Erik Paulsen
- Councilmember Diana H. Perez
- Mayor Pro Tem Linda Glover (former Councilmember 2017-2021)
- Councilmember Laurie Lebowsky (former Councilmember 2018-2021)

Thank you to City staff for your participation in the planning process and contributions to the Strategic Plan.

Project Team

- Aaron Lande
- Tanya Gray
- William Cooley
- Kerry Peck

Strategic Plan Advisory Committee

- Abby Griffith
- Schuyler Hoss
- Eric LaBrant
- Mark Meckler
- Ben Moll
- Tammy Pham
- Rosalba Pitkin
- Zachary Pyle
- Rosezena Rothafel
- Christine Selk
- Cindy Skrivanek
- Ty Stober
- Katie Yates

Consultant Team

- Jamie Damon
- Ben Duncan
- Ellen Palmquist
- Erin Bothwell



Table of Contents

Introduction	1
Core Values.....	2
Vancouver Profile	6
Strategic Planning Process.....	7
Focus Areas	10
Next Steps	56



Introduction

The 2023 Strategic Plan lays out City priorities for the next six years, through 2029, for current and future city limits. The Plan is built on core values and focus areas affirmed by City Council and work previously completed through A Stronger Vancouver, the 2016 Strategic Plan, and community engagement efforts. Vancouver's Strategic Plan will be used to prioritize and fund a broad range of services related to transportation, housing, economic development, environmental resources, parks and recreation, culture, governance, and public safety.

How does the Strategic Plan fit into other planning processes?



Why do we need a Strategic Plan?

Vancouver's Strategic Plan helps the City understand what to prioritize and invest in. The Plan reminds City Council and staff of what's important to the community and reflects the city's values, hopes, and dreams for the future.

Core Values

In 2021, City Council identified five core values for Vancouver: livability, equity and inclusion, innovation, sustainability and resiliency, and community trust and relationships. The core values guide a vision for engaging with the public and help re-imagine City structures, practices, and policies.



Livability

Livability is about supply and access to basic necessities, quality of life, requirements and experiences that everyone in Vancouver expects. Livability means that every resident and cultural group can live in the community with a sense of belonging and pride while maintaining their own values, beliefs, and identities.

Not all Vancouver residents and cultural groups experience the same level of livability. Bias and negative experiences of communities of color, people with disabilities, and other historically disadvantaged communities create a lack of connection between communities. Some groups are forced to alter or hide their beliefs, identities, or values. Many residents struggle with housing instability and a lack of safe affordable housing. Other residents lack adequate access to physical, mental or behavioral health resources. Some communities experience elevated crime rates, including violence. Investments in public safety have disparate impacts across communities.

A livable Vancouver means:

- ✓ Access to clean and safe housing that is affordable for all socioeconomic statuses
- ✓ Clean public spaces, sidewalks, and streets
- ✓ Being safe and feeling comfortable in public spaces and places
- ✓ Not exposed to crime, violence, or discrimination
- ✓ Public spaces that feel welcoming to people of all ages and abilities
- ✓ Abundant opportunity to access and engage in core community resources including natural resources, transportation, health care, education, cultural experiences, and art
- ✓ Fair, transparent, and inclusive processes for economic improvement opportunities
- ✓ Ensuring accessible, inclusive, and sustainable access to resources and opportunities for those with disabilities
- ✓ A city that nurtures and values people of all ages, nationality, socioeconomic status, sexual orientation, gender identity, race, and religion
- ✓ Education-to-employment support for youth, especially those with barriers to employment
- ✓ A city that is free of groups that promote hate and violence



Sustainability and Resiliency

A sustainable and resilient Vancouver values long-term solutions, and includes crisis management for economic, environmental, and social issues. It seeks to build structures to last in harmony with nature and ensures environmental justice for all Vancouver communities so that everyone can live in a safe, healthy environment. Communities benefit from high quality infrastructure, robust communications, and an emergency response system that helps everyone in the city prepare, respond, and recover from natural disasters and economic harms in a new and better way.

The City has a role in supporting understanding about sustainability and environmental initiatives to combat some of what gets in the way, including misinformation and uncertainty about the roles individual and the jurisdiction play when responding to challenges. While difficult to operate through change and disruption, the City needs to build more community support, be willing to own and acknowledge existing and future issues and allocate funding to programs and initiatives that respond to emergencies and meet the needs of the future.

A sustainable Vancouver means:

- ✓ Protecting water, reducing greenhouse gas emissions, maintaining tree canopies, ecosystem services, and biodiversity
- ✓ Crisis management regarding economic, environment and social issues
- ✓ Increasing nature-based solutions
- ✓ Integrated and interacting plans, processes, and systems
- ✓ Using a proactive and goal-oriented approach
- ✓ Handling an influx of visitors while minimizing impacts to everyday routines
- ✓ Building codes and land-use planning that ensures integrity of infrastructure
- ✓ Learning from past experiences and taking in new information



Innovation

An innovative Vancouver is one that invites and encourages creative thinking. This means calculating risk and finding solutions that promote well-being and improve lives. Innovation can show up in technological solutions, programs, infrastructure investments, climate change, and business approaches that ensure Vancouver is a desirable place to open a new business and to bring new jobs to the region.

Vancouver continues to be a city at a crossroads. Addressing challenges such as climate change, housing and inequality will require us to be bold and work together. We must be willing to confront and work through common barriers to innovation, such as rigid procedures and processes, political polarization, resistance to change and satisfaction with the status quo. Being an innovative city means creatively investing financial resources to solve the challenges of the day and to set a vision for the future.

An innovative Vancouver means:

- ✓ Finding new methods and solutions to old problems
- ✓ Using creative problem solving to fulfill needs
- ✓ Adapting to change
- ✓ Actively pursuing new opportunities
- ✓ Inviting creative communities to thrive
- ✓ Committing to collaboration
- ✓ Collecting, processing, and analyzing data, then acting on insights



Equity and Inclusion

An equitable and inclusive Vancouver is one where everyone feels a sense of belonging and can feel safe expressing their beliefs and values. It is a community that provides access to opportunities, so everyone has the chance to reach their full potential. A Vancouver where other perspectives are heard with compassion and an open mind, that celebrates and recognizes diverse people, activities, and cultures. Ultimately, it means that every culture feels respected, and the elements of livability are accessible to all regardless of age, race, color, national origin, ethnicity, creed, religious opinions or affiliations, sexual orientation, gender identity/expression, pregnancy, marital status, family status, mental or physical disability, military status, status as a veteran or any other protected status under applicable law. It means everyone has equal opportunities because the City is investing in and valuing outcomes for everyone.

This vision is not the current reality for many of Vancouver's communities. Class disparities exist where those with wealth and resources have what they need, and many others lack access to basic needs, including housing, health care, and transportation. These communities carry the burden of poverty because of systemic racism and classism, and feel unwelcome, unappreciated, undervalued, and unsafe. Equity and inclusion demand that the City account for differential impacts to Vancouver's community members and eliminate barriers for communities of color, religious minorities, people with disabilities, LGBTQIA+ communities, and other disadvantaged communities.

An equitable Vancouver means:

- ✓ Fair, transparent, and inclusive processes for economic improvement opportunities
- ✓ Ensuring accessible, inclusive, and sustainable access to resources and opportunities for those with disabilities
- ✓ Nurturing and valuing people of all ages, nationalities, socioeconomic status, sexual orientation, gender identity, race, and religion



Trust and Relationships

A trusting community is reflected by transparent decision-making processes, open communication between the government and the community, and a broadly shared belief that decisions are intended to enhance livability, equity, and the resilience of the entire community. There is a belief that the government is representative of all communities. Vancouver communities believe that building trust leads to an engaged community of government, business, and residents that actively support and participate in carrying out City initiatives.

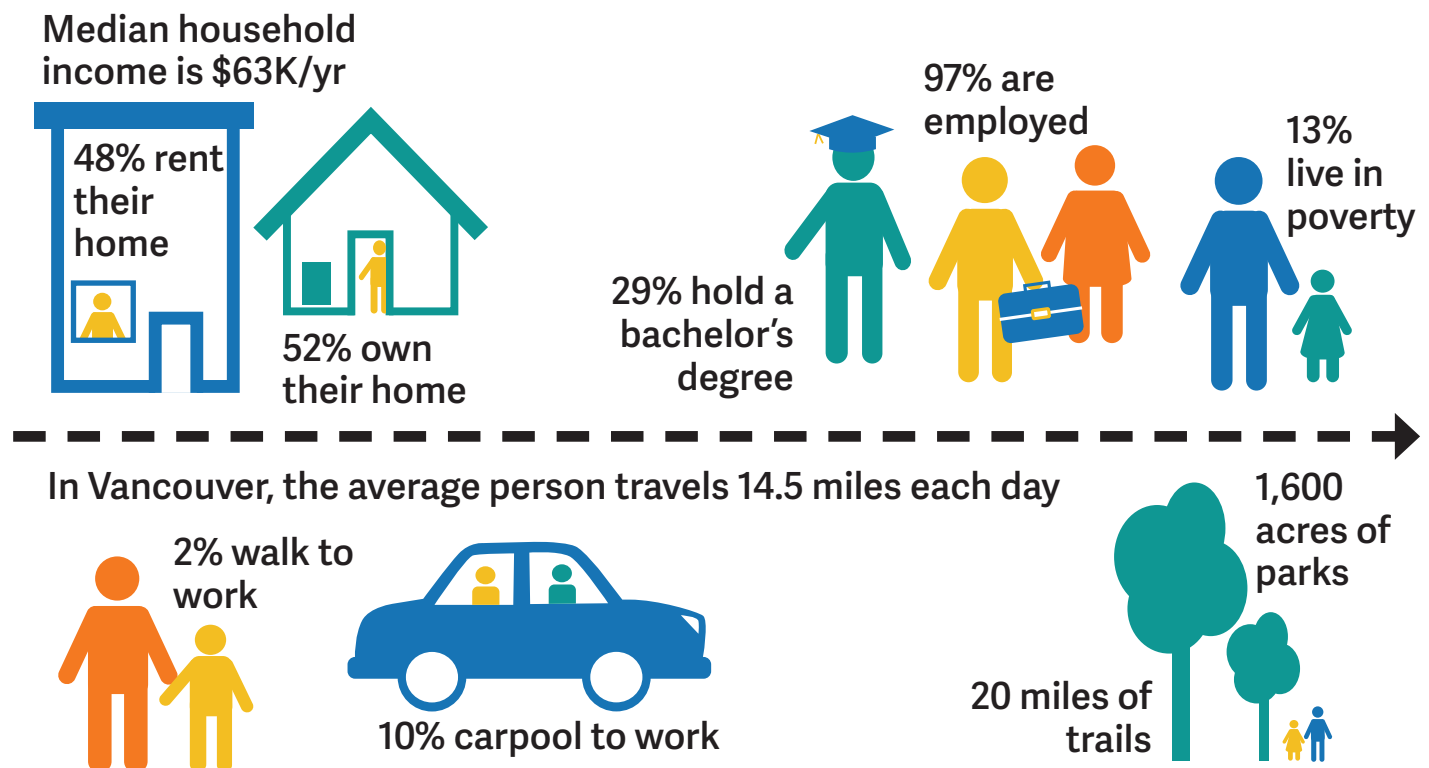
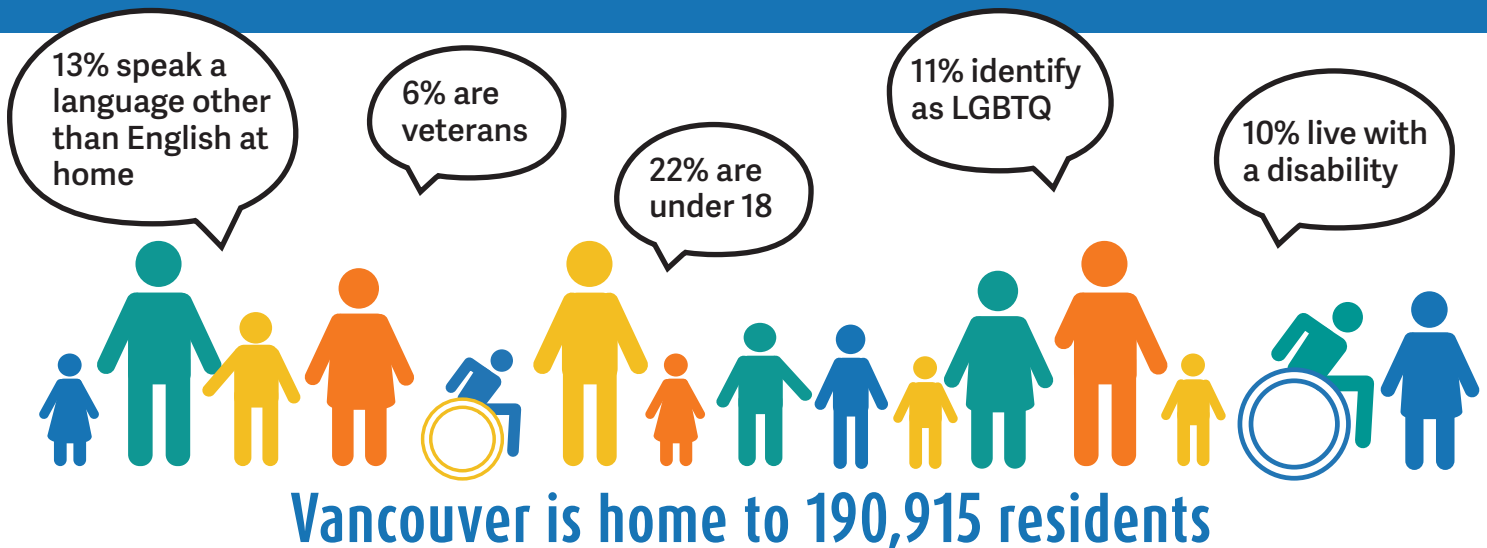
Trust in policing and law enforcement is critical to community trust and safety. In Vancouver, crime, and fear of crime in communities, erodes trust in law enforcement and government in general. Vancouver's vision is to have a city where residents and officials have trusting relationships. Increasing trust requires us to build, repair and maintain relationships. It requires ongoing collaboration and inclusive political processes, which consider the needs of the entire community. Investments in trust building will enable us to work together more effectively and to deliver improvements that will benefit all community members.

A trusting Vancouver means:

- ✓ Strong partnerships and community engagement
- ✓ City leaders who follow through on actions, policies, and commitments
- ✓ Equitable treatment in City processes and equity in outcomes
- ✓ Communities that treat each other in ways they want to be treated
- ✓ A government that demonstrates openness and provides accurate and unambiguous information
- ✓ Respect for common spaces
- ✓ A government that ensures adequate representation in decision making and minimizes barriers to engagement
- ✓ Successful interactions in challenging circumstances
- ✓ Humility, fairness, openness, kindness, and honesty is demonstrated between communities and between communities and government
- ✓ Frequent and intentional interaction from City leaders

Vancouver Profile

Located between the Pacific Ocean and the Cascade Mountains, on the north bank of the Columbia River, Vancouver is known for its natural beauty and high quality of life. Prior to the establishment of the Hudson's Bay Company post in 1824, the area was occupied by many Native Americans, including Chinook, Cowlitz, and Klickitat tribes.¹ The City of Vancouver was incorporated in 1857 and grew to Washington's fourth largest city, with a 2022 population of 197,600 and a service area for sewer, water, fire, and EMS that encompasses more than 290,000.^{2,3,4}



¹ National Park Service. N.D. Vancouver National Historic Reserve Cultural Landscape Report. <http://npshistory.com/publications/fova/clr.pdf>

² John Caldbick. 2009. Washington Territorial Legislature incorporates the City of Vancouver on January 23, 1857. HistoryLink.org. <https://www.historylink.org/File/9115>.

³ U.S. Census Bureau, 2020 Census of Population and Housing, updated every 10 years. Decennial Census by Decades

⁴ Office of Financial Management. April 1 Official Population Estimates. <https://tinyurl.com/mt73ck28>

Strategic Planning Process

The City of Vancouver is committed to developing a Strategic Plan that aligns with community values and hopes for the future. From 2020 to 2023, the project team attended Council workshops and retreats, conducted interviews with community-based organizations and partners, convened a 16-person advisory committee, and engaged the public through the visioning process to learn about priorities for the future. The project team also worked closely with City staff to ensure that the proposed strategic outcomes and metrics are realistic and align with other planning efforts.

Vancouver City Council

The project team met with City Council throughout the process to provide updates on the Strategic Plan Advisory Committee and Strategic Plan.

- March 2020 – Council workshop
- January 2021 – Council retreat
- April 2021 – Council workshop
- February 2022 – Council retreat
- February 2022 – Council workshop
- April 2022 – Council memo
- April 2023 – Council meeting
- May 2023 – Council workshop

Interviews with Interested Parties

The project team conducted 15 interviews with internal and external stakeholders between December 2021 and January 2022. Interviews focused on understanding of the Strategic Plan and desired outcomes for the Strategic Plan update.

Vancouver's Strategic Plan Advisory Committee

The Strategic Plan Advisory Committee (SPAC) was convened to:

- Support community outreach and listening.
- Improve communications between a diversity of community members and the City.
- Identify and reflect on community needs, concerns, and opportunities.
- Guide how the Strategic Plan will collect data and measure progress towards goals.

Committee members met throughout 2022 and 2023 in large and small groups to define the core values and focus areas, and to provide input on metrics for the Strategic Plan.



Committee members reflected on the process during a Vancouver City Council meeting in May 2023.



Public Engagement

During 2022, City staff engaged the Vancouver community across a wide range of projects, programs, and initiatives related to the Strategic Plan. These efforts have involved:

- Housing
- Affordable Housing Fund
- Affordable Housing Levy
- Safe Stay Community Sites #2 and #3
- Short-Term Rentals
- Redevelopment
- Waterfront Gateway
- The Heights District
- Main Street Promise
- Transportation
- Complete Streets Projects
- Fort Vancouver Way/ Fourth Plain Blvd.
- McGillivray Blvd.
- Transportation System Plan
- Climate and Environment
- Climate Action Framework
- Parks Development Projects
- Ida Bell Jones Park
- Raymond Shaffer Park
- Oakbrook Park
- Public Safety
- Police Chief Recruitment
- Opportunities for Broader Policy Direction
- City Council Community Forums
- Biennial Budget
- Biennial Community Survey
- Future of Neighborhoods Initiative

Since June 2022, City staff have also engaged more than 1,015 community members in visioning conversations to learn about community needs and hopes for the future. These conversations have included one-on-one meetings, tabling and intercept interviews at community events, and small group dialogues over the course of three City Council Community Forums — community conversations that each have brought together 40 and 80 community members to share their input directly with councilmembers.

City staff completed a systematic review of the engagement efforts listed above, noting themes that have appeared consistently across visioning conversations and other projects. Care was taken to improve the accuracy of analysis by triangulating across multiple data sources, multiple methodologies (qualitative and quantitative), and multiple researchers (different staff and project teams). To help inform the Strategic Plan, the resulting summary included major themes organized by focus area. City staff and members of the Committee used this work to ensure the Strategic Plan reflects a greater understanding of community needs, challenges and hopes for the future. Engagement results also helped inform language and examples used throughout the Strategic Plan, including descriptions of core values, focus areas, and community indicators and performance measures.

Technical Engagement

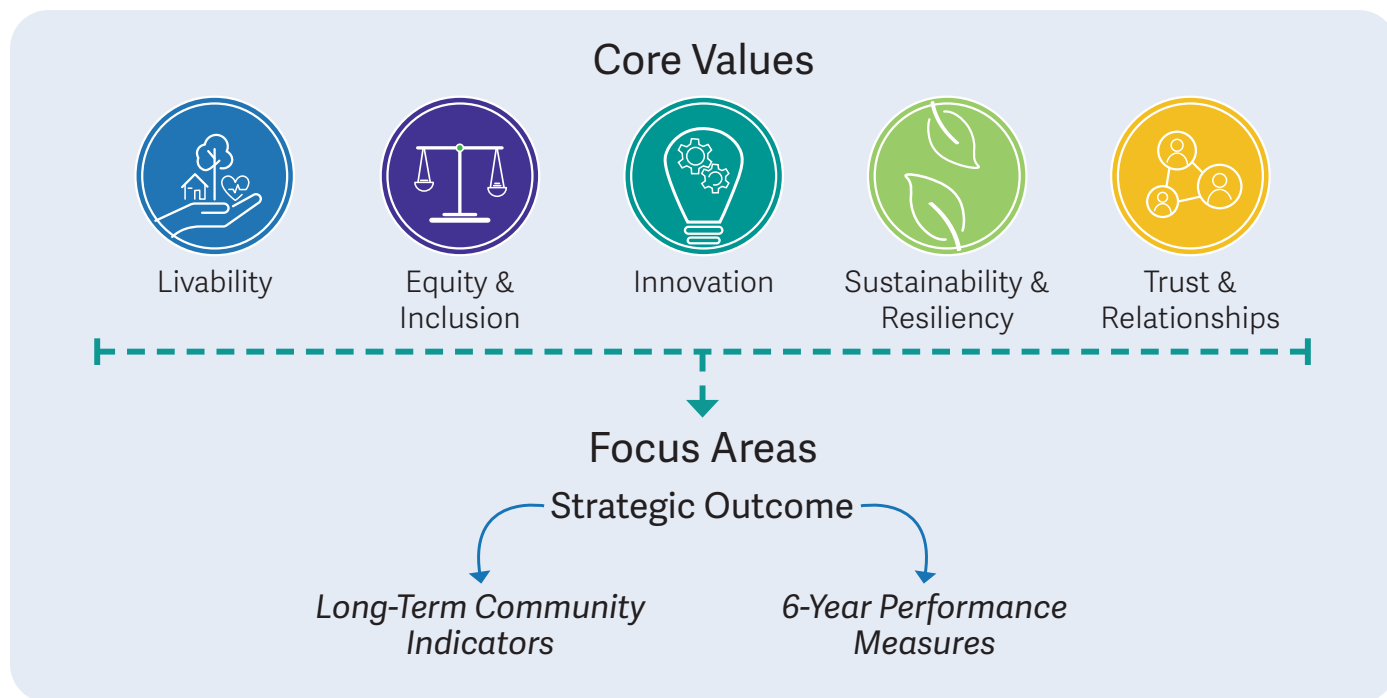
City staff were engaged throughout the Strategic Plan process to provide input on focus areas and to refine community indicators and performance measures. In addition to the six-year horizon of the Strategic Plan, City staff worked within the two-year budgeting cycle and, in many cases, a 10-20 year comprehensive plan. These different planning horizons help guide the work and funding of the City.



Focus Areas

The following focus areas, strategic outcomes, community indicators and performance measures set a path forward for the city. These elements will be used to set citywide priorities and measure progress over time.

Focus Areas Structure and Navigation



How to navigate this section

Community indicators are **blue** and include a metric, definition, data source, and why it matters. Performance measures are **green** and include a goal, metric, target (optional), definition, data source, and why it matters.

indicators and measures are organized with labels to help the City track data (TM=transportation & mobility, CI=community indicator)

TM.CI.1 Mode Split

How Vancouverites get around...¹

Why it matters

Mode split can be a strong indicator for how safe and accessible...

Goal: To improve the safety of our transportation and mobility systems...

TM.PM.1 Miles of complete streets...

Target: To increase the number of miles of complete streets.

Measures the quantity of lane miles...³

definition

metric

Definition of Terms

Focus Area	Identified topic of priority for the city.
Strategic Outcome	Defines the state we are trying to achieve.
Long-term Community Indicator	At-a-glance view of the major aspects of community condition, tracks trends over time but may not be directly connected to specific City services.
Six-year Priority Performance Measures (goal statements and metrics)	A department or program level measurement aligned with a focus area. Measures the City's contribution (through its programs and policies) towards achieving the strategic outcome.
Goal Statement	What will be accomplished in the next six years to support the strategic outcome.
Metrics	Associated with a goal statement so that progress towards the goal can be quantified. Includes the context of a target, defines what is being measured, identifies the data source, and describes why it matters.
Types of Measures	Measures are included to have a complete picture of complex issues and services. - Results/effectiveness – the change in either the quality of life or behavior of a population or place. - Service experience – the level of satisfaction with a City program/activity experience. - Efficiency – the unit of performance/output achieved per unit of input (\$). - Output – the amount of products/services delivered to or received by customers of a City program/activity.
External Factors and Emerging Issues	As identified by staff and Strategic Plan Advisory Committee members.
Related Plans	List of existing city plans that are related to the focus area.

Focus Areas Table of Contents

12	Transportation and Mobility
17	Economic Opportunity
24	Housing and Human Needs
32	Vibrant and Distinct Neighborhoods
36	Culture and Heritage
40	Safe and Prepared Community
44	Climate and Natural Systems
51	High Performing Government



Transportation and Mobility

Strategic Outcomes - What are we trying to achieve?

Vancouver has a safe, future-ready and convenient transportation system that offers affordable and climate-friendly options for people to get where they need to be. All community members can walk, roll, bike, drive, and take transit to reach their destination. Vancouver considers the needs of different communities when designing transportation infrastructure and prioritizes equity. Vancouver's transportation network supports the local and regional economy and facilitates the movement of goods in addition to people.

Community Indicators

- TM.CI.1 Mode Split
- TM.CI.2 Transportation User Experience
- TM.CI.3 Transportation Fatalities & Serious Injuries

Performance Measures

- TM.PM.1 Miles of Complete Streets
- TM.PM.2 Number of Collisions
- TM.PM.3 Miles of Improved Facilities
- TM.PM.4 Percentage of Residents Near Transit Facilities
- TM.PM.5 Percentage Increase of Downtown Parking Users

Core Values



Livability



Equity & Inclusion



Sustainability & Resiliency

Long-Term Community Indicators

TM.Cl.1 Mode split

The breakdown of how Vancouverites get around, typically representing the percentage of travelers using a particular type of transportation (walk, bike, public transit, etc.).⁵

Why it matters

Mode split can be a strong indicator for how safe and accessible non-drive alone transportation options are for community members. Increased shares of people walking, bicycling, and using transit translates to fewer greenhouse gas emissions, cleaner air, safer roadways, and decreased capital and maintenance costs for the City. Research has shown that having options other than driving alone can also save families money on their transportation costs, have positive health outcomes by increasing activity rates, and improve personal mobility and freedom for those who are unable or choose not to drive.

TM.Cl.2 Transportation user experience

The level of satisfaction based on users of the transportation system in Vancouver.⁶

Why it matters

Understanding public sentiment about using the transportation system to move around the community can provide insight into what is working well, and where gaps exist and improvements are needed.

TM.Cl.3 Transportation fatalities and serious injuries

The number of fatal and serious injuries (including vehicles, bikes, pedestrians, transit) by year on all roads within Vancouver per 10,000 residents.⁷

Why it matters

This is a standard metric commonly used to inform transportation and road safety policy and planning, and aligns with the Washington State Department of Transportation's Strategic Highway Safety Plan. This allows the City to identify the most dangerous roadways and intersections in the city and prioritize investments to address safety issues.

⁵ US Census Bureau, American Community Survey

⁶ Periodic, statistically valid community survey

⁷ Washington State Department of Transportation (WSDOT)

6-Year Priority Performance Measures

Goal: To improve the safety of our transportation and mobility systems for all residents, workers and visitors. The City's Public Works Department will work in partnership with the Community Development Department to increase the number of miles of complete streets.

TM.PM.1 Miles of complete streets/mobility lanes/sidewalks and number of Americans with Disabilities Act (ADA) compliant curb ramps/audible pedestrian signal (APS) conversions

Target: To increase the number of miles of complete streets.

Measures the quantity of lane miles in Vancouver that are "complete streets" (a roadway that provides safe and comfortable facilities for all transportation users) compared to roadways that only feature automobile lanes.⁸

Why it matters

Providing complete streets ensures safety and accessibility for all travelers no matter how they choose to travel. It lowers barriers to choosing active transportation modes like walking and bicycling, which lowers emissions and creates savings for individuals and the City in the form of street maintenance.

Goal: To monitor the safety effectiveness of alternative transportation systems, the City of Vancouver will measure the number of collisions both citywide and in areas with updated designs.

TM.PM.2 Number of collisions between vehicles and vulnerable users (pedestrians and bicyclists)

Target: Reduce the number of collisions that occur between vehicles and pedestrians/cyclists.

The count of collisions within the city limits between vehicles and vulnerable users where vulnerable users include bicyclists, pedestrians, and other small-mobility users etc.⁹

Why it matters

The number of collisions can indicate a safety design opportunity/risk. Collisions may result in injuries, property damage, and increased costs to individuals and the City.

⁸ City of Vancouver Public Works Department (GIS)

⁹ Washington State Department of Transportation (WSDOT)

Goal: To support multiple convenient transportation options (community members have choices for transportation) and connections in all of Vancouver’s neighborhoods, the Public Works Department will increase the miles of improved existing non-motorized facilities.

TM.PM.3 Miles of improved existing non-motorized facilities

A count of the linear miles of paved trails or multi-use paths for walking/biking/rolling, and natural trails in parks, that received maintenance or upgrades to safety standards/design during the reporting period.¹⁰

Why it matters

Off-road trails and multi-use paths provide low-barrier, all ages and abilities facilities for transportation and recreation options, and improve access to opportunities for public health and wellbeing.

Goal: To facilitate transit usage, the City will increase the number of neighborhoods designed to allow safe, non-motorized travel by residents to transit facilities.

TM.PM.4 Percentage of residents living within a 15-minute walk or bike to transit facilities*

The portion of residents (in single family and multifamily homes) that can get to a public transit facility within 15 minutes by foot or by bike.¹¹

Why it matters

Creating safe access by foot, bike, or other small mobility device to bus stops lowers the barriers to using transit and improves accessibility for all ages and abilities. Low-barrier access to transit provides affordable, reliable, and clean transportation options to help Vancouver residents meet their daily needs.

Goal: To facilitate diverse transportation options, City Parking Services will implement a new Downtown Parking Plan emphasizing and increasing mode split utilization by those who live, work and/or recreate in downtown enforcement zones.

TM.PM.5 Percentage increase of downtown parking users that use alternative modes of access in downtown parking enforcement zones

The number of individuals who live, work and/or recreate in downtown parking enforcement zones who walk, bike, use public transit or other modes of transportation as compared to individuals who drive.¹²

Why it matters

Encouraging multiple mode access to downtown parking enforcement zones increases the share of individuals walking, bicycling and using public transit, decreasing greenhouse gas emissions and promoting a rotating flow of customers to local businesses unconstrained by parking availability.

¹⁰ City of Vancouver Community Development Department and Public Works Department

¹¹ Vancouver City Staff, C-Tran

¹² US Census Bureau – American Community Survey and City Parking Services occupancy, permit and metered parking utilization data

*Shared with Housing and Human Needs and Vibrant and Distinct Neighborhoods

External Factors and Emerging Issues

- How might we adjust City funding and staffing to achieve these goals?
- How might we effectively collaborate with agencies, organizations, and the Vancouver community around mobility decision-making?
- How might we lower the risk of travel-related injury and protect and promote public health?
- How might we conduct public outreach and collaboration with all transportation users to discuss prioritization and trade-offs?
- How might we ensure residents' needs are met within 15-minute neighborhoods?
- How might we prepare for and lead in leveraging rapidly evolving technology in transportation?

Existing City Plans and Initiatives Related to Transportation and Mobility

- Transportation System Plan (20-year horizon)
- Transportation Improvement Program (6-year horizon)
- Climate Action Framework



Economic Opportunity

Strategic Outcomes - What are we trying to achieve?

Vancouver is a place where a wide variety of businesses of all sizes, from young startups to established enterprises, grow and thrive. A host of education and training opportunities bring prosperity to those who live here and provide a skilled workforce for companies.

Community Indicators

- EO.CI.1 Median Household Income
- EO.CI.2 Per Capita Income
- EO.CI.3 Business Diversity
- EO.CI.4 Job Creation
- EO.CI.5 Unemployment
- EO.CI.6 Education Attainment
- EO.CI.7 Pre-K Enrollment
- EO.CI.8 Workforce Readiness Survey

Performance Measures

- EO.PM.1 Number of New Business Licenses
- EO.PM.2 Equity Index Score
- EO.PM.3 Businesses Older Than Two Years
- EO.PM.4 Living Wage Jobs in Vancouver
- EO.PM.5 Equity Impact Analysis Reports
- EO.PM.6 Business Retention
- EO.PM.7 Engagement by Visitors and Locals
- EO.PM.8 Program Enrollment Rate
- EO.PM.9 Completion Rate
- EO.PM.10 Apprenticeship Placement Rate
- EO.PM.11 Employment Rate
- EO.PM.12 Participant Income Growth

Core Values



Livability



Equity &
Inclusion



Innovation

Long-Term Community Indicators

E0.CI.1 Median household income

The middle point of the range of household income levels in Vancouver. Disaggregated by race/ethnicity and age demographics where available.¹³

Why it matters

Provides information about the financial resources available to households broken down into different community groups.

E0.CI.2 Per capita income

Mean money income received in the past 12 months computed for every person in a geographic area. Disaggregated by race/ethnicity and age demographics where available.¹⁴

Why it matters

Life satisfaction is strongly correlated with per capita income. This is particularly true among disadvantaged countries, regions, and communities, because income gains in these places are associated with the greatest increases in life satisfaction.

E0.CI.3 Business diversity

An assessment of the local businesses in our community considering sector, ownership, and size as determined by number of employees. Women and minority-owned businesses, green economy, and Columbia River Economic Development Council (CREDC) target sectors.¹⁵

Why it matters

Having a diversity of businesses may help contribute to a healthy and resilient local economy. Understanding the types of businesses and any disparities may provide information for improving equity and diversity.

E0.CI.4 Job creation

The number of new jobs created in Vancouver.¹⁶

Why it matters

An indicator of the health of the local economy, job creation means businesses are hiring.

¹³ Department of Commerce, US Census data

¹⁴ Department of Commerce, US Census data – American Community Survey

¹⁵ US Census Data, Annual Business Survey

¹⁶ Bureau of Labor and Statistics (Portland/Hillsboro/Vancouver)

E0.CI.5 Unemployment

The share of the labor force without a job. Disaggregated by race/ethnicity and age demographics where available.¹⁷

Why it matters

An indicator of the health of the local economy.

E0.CI.6 Education attainment

The number of residents with high school, associate, and four-year college degrees broken down by race, ethnicity, gender, and income, expressed as a percentage of all residents 25 and older in a region. Disaggregated by race/ethnicity, special education, English language learners, low-income.¹⁸

Why it matters

Researchers correlate higher levels of educational attainment with better economic prospects. Earnings increase with higher levels of education. A person's earning power compounds, rather than merely increases, with higher levels of educational attainment. However, the benefits of higher levels of education do not accrue evenly. White and Asian individuals receive greater economic benefit from education compared to Black and Hispanic individuals. In addition, for White and Asian individuals, education has a protective effect on wealth during times of recession while this benefit is absent for Black and Hispanic individuals for equal education.

E0.CI.7 Pre-K enrollment

Total count of children ages 3 to 4 enrolling in public or private preschool.¹⁹

Why it matters

Preschool attendance is associated with higher reading and math skills compared to non-preschool enrollment. Some studies show preschool enrollment can facilitate labor force participation and increase educational attainment for parents.

E0.CI.8 Workforce readiness survey

Number and types of businesses reporting that they are able to find qualified job applicants locally.²⁰

Why it matters

In addition to having job opportunities, our community must have a workforce that is prepared to fill those jobs.

¹⁷ Bureau of Labor and Statistics (Portland/Hillsboro/Vancouver)

¹⁸ US Census Bureau American Community Survey

¹⁹ US Census Bureau

²⁰ Community survey

6-Year Priority Performance Measures

Goal: To ensure that the Vancouver economy is continuing to grow, the City will provide support and assistance to businesses in areas of the city that have high equity index scores.

EO.PM.1 Number of new business licenses

The number of business licenses issued to new businesses within one calendar year in a census tract with a high equity index score.²¹

Why it matters

The number of new businesses is related to potential employment opportunities for people in our community. Providing opportunities for employment in census tracts that have a high equity index score prioritizes areas of the city with higher risk.

EO.PM.2 Equity index score

An equity index score has been calculated for each census tract in the city, which have been categorized as very low to very high. Generally, a census tract with a high or very high equity index includes communities that have a larger proportion of the population who are people of color, renters, ages 65+, households with children, a smaller proportion with a bachelor's degree or higher, and a lower median family income.²²

Why it matters

Knowing the equity index scores for census tracts across the city allows investments to be made where they can have the largest impact on addressing inequity and the biggest improvement in factors that impact life outcomes.

Goal: To ensure the Vancouver economy remains strong, the City will help existing businesses navigate identified barriers to success by implementing programs to help them through startup.

EO.PM.3 Number of businesses older than two years

The number of businesses that have maintained a business license for more than two years.²³

Why it matters

For our economy to thrive, we need to attract and retain businesses. The first few years of startup can be pivotal for the success of a business.

²¹ State Department of Licensing and City of Vancouver data

²² 5-year American Community Survey Estimates by the US Census Bureau

²³ State Department of Licensing, City of Vancouver data

Goal: To increase the number of living wage jobs, the City will work with partner agencies to recruit five new businesses by 2029.

EO.PM.4 Number of living wage jobs in Vancouver

Living wage is considered the minimum employment earnings necessary to meet a family's basic needs while maintaining self-sufficiency.²⁴

Why it matters

So that all working people and their families can afford basic necessities without governmental assistance.

Goal: To support equitable development planning for City-managed development and redevelopment projects, the City will conduct feasibility analyses and equity impact analyses for City development projects.

EO.PM.5 Equity impact analysis (EIA) reports completed for 80% of City projects that meet the scope and size to require evaluation

EIA evaluates the feasibility and impact of different development strategies. The analysis considers the impact of factors such as land use, development type, development incentives, parking approach and public benefit.²⁵

Why it matters

EIA determines how the City's development plans for specific projects can support diverse populations and create economic opportunities for all City residents. Analysis will focus on business needs, housing, and how to reduce displacement, while creating a high level of accessibility for new development.

Goal: To support business retention efforts during large-scale construction projects such as Main Street Streetscape, Interstate Bridge Replacement, and other projects.

EO.PM.6 Percentage of businesses that are open at the start of the project through completion, relative to typical business closure rates

The percentages that stay open and maintain their business during the duration and completion of long-term construction projects.²⁶

Why it matters

Supporting existing business to reduce the disruption to their operations due to City infrastructure projects demonstrates the importance of local businesses to our community. City staff stewardship will protect the best interests of our residents and businesses.

24 Census data and Massachusetts Institute of Technology's Living Wage Calculator

25 Completed EDIA's for development projects

26 Business License data, Washington Secretary of State Office and City of Vancouver Financial Services

Goal: Support Visit Vancouver's Destination Master Plan implementation to increase visitation and local placemaking efforts.

EO.PM.7 Engagement by visitors and locals

The number of visits to downtown based on hotel utilization, community events hosted, and other tourism-based revenues.²⁷

Why it matters

Expanding events and cultural facilities creates a community for residents and visitors to enjoy and adds resources and revenue that benefits everyone.

Goal: To achieve successful placements in apprenticeship programs and sustainable employment outcomes for individuals experiencing homelessness, the City will implement and manage a pre-apprenticeship program.

EO.PM.8 Program enrollment rate

The number or percentage of eligible individuals experiencing homelessness who enroll in the pre-apprenticeship program.²⁸

Why it matters

Enrollment rate reflects the program's ability to attract/serve the target population.

EO.PM.9 Completion rate

Percentage of participants who successfully complete the program.²⁹

Why it matters

Assesses the program's effectiveness and ability to retain participants.

EO.PM.10 Apprenticeship placement rate

Percentage of graduates who secure placements in apprenticeship programs.³⁰

Why it matters

Transitions to apprenticeships increases education/training, likelihood of long-term career opportunities, and potential earning power.

²⁷JLARC reporting, STR reports (hotel utilization), lodging tax and sales tax revenues.

^{28,29,30} Program data collection

EO.PM.11 Employment rate

Percentage of program participants who secure sustainable employment, whether through apprenticeships or other stable employment opportunities.³¹

Why it matters

Reflects the program's effectiveness in facilitating job placement and long-term economic stability for participants. Effective worker training and job placement for participants also increases the trained workforce available to existing and prospective employers/businesses.

EO.PM.12 Participant income growth

Average income growth among participants and graduates over time.³²

Why it matters

Assesses the impact of the program in providing supportive employment services/training and improving/increasing participants' earning potential and long-term financial well-being. Greater earning potential leads to greater self-sufficiency for participants.

External Factors and Emerging Issues

- How might we ensure that all residents experience economic mobility?
- How might we maintain a resilient economy by supporting small businesses and skilled workforce that provides equitable opportunities for people and businesses?

Existing City Plans and Initiatives Related to Economic Opportunity

- Our Vancouver - Comprehensive Plan 2045
- Columbia River Economic Development Council 5 Year Regional Economic Development Plan
- 2019-2023 Consolidated Housing and Community Development Plan

³¹ Program data collection, participant surveys/exit interviews, employment partner surveys

³² Program data collection, participant surveys/interviews, HMIS



Housing and Human Needs

Strategic Outcomes - What are we trying to achieve?

Vancouver meets basic needs and partners with organizations to support its communities. All communities have access to safe and affordable housing, healthcare, food, transportation, education, and dependable access to utilities.

Community Indicators	Performance Measures
HH.CI.1 Point-in-Time Count	HH.PM.1 Unsheltered Individuals
HH.CI.2 Housing Affordability	HH.PM.2 Occupancy Rate
HH.CI.3 Rental Affordability	HH.PM.3 Exit Destinations
HH.CI.4 Children in Poverty	HH.PM.4 Diversity of Housing Stock
HH.CI.5 Healthy Food Insecurity	HH.PM.5 Number of New Housing Units
HH.CI.6 People Living in Poverty	HH.PM.6 Rental Assistance
	HH.PM.7 Annual Utility Rate Adjustments
	HH.PM.8 Annual SDC Adjustments
	HH.PM.9 Reduce City Multiplier
	HH.PM.10 Utility Service Restoration
	HH.PM.11 Broadband Internet Access
	HH.PM.12 Homeless Service Provider

Core Values



Livability



Equity & Inclusion

Long-Term Community Indicators

HH.Cl.1 Point-in-time count of individuals experiencing homelessness

A countywide count of people experiencing homelessness held during one day in January each year. Data includes the race/ethnicity and age of individuals living unsheltered, individuals living in shelters, and individuals in transitional housing programs.³³

Why it matters

Homelessness and the many factors (shortage in shelter, affordable housing, inequity in employment/housing/education, generational poverty, untreated mental health, and substance use) that contribute to it are a priority concern based on community survey results.

HH.Cl.2 Housing affordability

The Housing Affordability Index (HAI) measures whether a typical family earns enough income to qualify for a mortgage loan on a typical home. A value of 100 means that a family with the median income has exactly enough income to qualify for a mortgage on a median-priced home. For example, a composite HAI of 120 means a family earning the median family income has 120% of the income necessary to qualify for a conventional loan covering 80 percent of a median-priced existing single-family home.³⁴

Why it matters

Median home values are often tracked as an indicator of the wealth of a community. Many municipalities are funded through property tax, which is closely tied to home values. Households that are cost-burdened, characterized as spending 30% or more of household income on housing, are more likely to experience marital dissatisfaction and are less likely to spend money on child enrichment, healthcare, and food. Lack of access to affordable housing can increase commute times (leading to lower quality of life) and higher rates of eviction. Typically, a household's second-largest expenditure, transportation costs, are largely a function of the characteristics of the neighborhood in which a household chooses to live. Opposing trends are at work on housing affordability: lower mortgage costs, lower home values and the health of the market economy all contribute to a higher score.

HH.Cl.3 Rental affordability

Renter households spending more than 30% of their income on housing costs and utilities are cost burdened; those spending more than half of their income are severely cost burdened.³⁵

Why it matters

If rental housing is not affordable, people are at risk of becoming homeless.

33 Council for the Homeless, Homeless Management Information System⁵ Department of Commerce, US Census data – American Community Survey

34 Federal Reserve Economic Data (FRED)

35 HUD Comprehensive Housing Affordability Strategy data

HH.Cl.4 Children in poverty

The number of children under 18 living below the federally defined poverty line, expressed as a percentage of all children under 18. Disaggregated by race/ethnicity, special education, English language learners, and low-income.³⁶

Why it matters

Childhood poverty is strongly and negatively correlated with children's mental, emotional, and behavioral health and long-term life chances. Children in low socioeconomic status households are less likely to graduate from high school and more likely to experience developmental and academic difficulties.

HH.Cl.5 Percentage of residents who are healthy food insecure

Food insecurity is defined by the United States Department of Agriculture as the lack of access, at times, to enough food for an active, healthy life. Disaggregated by race/ethnicity and age.³⁷

Why it matters

Food insecurity is associated with numerous adverse social and health outcomes and is increasingly considered a critical public health issue. Key drivers of food insecurity include unemployment, poverty, and income shocks, which can prevent adequate access to food.

HH.Cl.6 People living in poverty

The number of people who are earning less than the federal poverty limit.³⁸

Why it matters

Poverty is associated with a host of health risks and housing instability. Reducing poverty helps build a stronger middle class and helps grow the economy.

36 US Census Bureau

37 Feeding America's Mind the Meal Gap

38 US Census Bureau

6-Year Priority Performance Measures

Goal: To meet basic needs of individuals experiencing unsheltered homelessness, reduce barriers to accessing existing services, and reduce the number of individuals living unsheltered in our community, the City will increase shelter capacity by establishing additional Safe Stay Communities and Safe Parking options and partner with community organizations/nonprofits to operate sites.

HH.PM.1 Unsheltered individuals

Number of individuals living without shelter and/or on public right-of-way within the city.³⁹

Why it matters

Adequate shelter plays a vital role in promoting and maintaining physical and mental health. It reduces exposure to the elements/harsh weather conditions, can prevent illnesses or injuries related to the experience of homelessness, provides dignity and privacy, and facilitates regular access to healthcare and other support services. Having safe and stable shelter creates a foundation for stability, which affords individuals greater mental and physical capacity to improve their lives and transition to a more permanent housing situation, obtain employment and/or participate in education or work training programs, and build community/support networks necessary for long-term stability.

HH.PM.2 Occupancy rate

Percentage of beds/units/parking spaces that are occupied at any given time.⁴⁰

Why it matters

Reflects the demand, need and/or desire for and utilization of Safe Stay/Safe Parking sites.

HH.PM.3 Exit destinations

Where individuals go after leaving the Safe Stay/Safe Parking sites.⁴¹

Why it matters

Tracking the exit destination (permanent housing, transitional housing, other shelter, family reunification, unsheltered homelessness, etc.) is reflective of the effectiveness/success of the program at facilitating pathways out of homelessness.

39 HMIS, annual PIT Count, HART

40 HMIS

41 HMIS, HART

Goal: To increase options for housing citywide, the City will propose and adopt revisions to its land use regulations (VMC Title 20) to allow a variety of housing types and sizes in low-density residential and other zoning districts and reduce or eliminate regulatory or procedural barriers to housing production when possible.

HH.PM.4 Diversity of citywide housing stock by type and size

The share of new and existing citywide housing units that are detached single family homes, duplexes and townhomes, apartments, mobile homes, accessory dwelling units, and income-restricted units. Within these categories, the number of bedrooms will also be tracked.⁴²

Why it matters

A diverse range of housing types and sizes are needed to accommodate the diversity of local household types, sizes, and income levels.

Goal: To meet new demand and close the deficit within 10 years, Vancouver must increase annual housing production to at least 2,500 new housing units, including 750 new housing units per year that are affordable to households earning 80% or less of the area median income.

HH.PM.5 Number of new housing units constructed (overall and affordable)

Number of units that receive an occupancy permit.⁴³

Why it matters

When demand for housing is high and supply is low, housing prices increase. When there is adequate housing supply or lower demand, the price will fall.

Goal: Prevent homelessness and provide housing stability for households with low incomes by temporarily assisting with housing costs.

HH.PM.6 Number of households stabilized in housing with rental assistance and/or other housing services

Households receiving rental assistance maintain their housing and do not become homeless.⁴⁴

Why it matters

Rental assistance provides a safety net for people who are struggling to make ends meet and helps them maintain a decent standard of living. Housing stability is important for employment, school, social supports, and mental and physical health.

⁴² County GIS analysis, City permit tracking

⁴³ Multifamily Development Dashboard and Affordable Housing Fund database

⁴⁴ HMIS

Goal: To protect Vancouver's water resources and ensure affordable access to water utilities, the City will implement a water resiliency framework with a financially sustainable rate approach.

HH.PM.7 Annual utility rate adjustments

The change in rates charged to customers for water utilities.⁴⁵

Why it matters

Adequate utility rates ensure that a system to protect water resources can be maintained and that all customers can afford to access this vital resource.

HH.PM.8 Annual System Development Charge (SDC) adjustments

The change in rates charged to developers when connecting to City water or sewer.⁴⁶

Why it matters

Adequate SDCs ensure that a system to protect water resources can be maintained and that the development community pays its fair share.

HH.PM.9 Reduce inside/outside city multiplier

Reduce the multiplier that the City charges water and sewer customers outside the city limits from 1.5 to 1.25 over a 15-year period.⁴⁷

Why it matters

An appropriate multiplier creates rate equity among customers and helps reduce risk for the City.

Goal: To ensure dependable utility services, the City will restore drinking water utility services within six hours of disruption and sewer utility services within eight hours of disruption.

HH.PM.10 Average time to restore utility services after disruption

The total time in hours from loss of service to restoration of services to City utility customers, whether planned or unplanned.⁴⁸

Why it matters

Access to clean, safe, and affordable water and sewer services is a foundation of public health and community vitality. Reliable utilities are key to building trust with customers. Being prepared to restore unexpected utility interruptions and communicating about planned interruptions is key to ensuring access to services and garnering public trust.

⁴⁵ Utility Billing System: Infor

^{46,47} Infor

⁴⁸ INFOR database, City GIS analysis

HH.PM.11 Percentage of residents accessing high-speed broadband Internet in their home

Percentage of the population with access to download speeds greater than 25 Mbps at home (as of 2014).⁴⁹

Why it matters

Internet access has a huge impact on businesses, allowing employees to work remotely from home and communicate more efficiently. Healthcare is another field greatly affected by the advent of the Internet. Improvements in online connectivity and communication technology allow physicians much greater access to medical resources. Government organizations use the Internet to improve organization and communication, and voters can go online to gain more information about current issues.

Goal: *The City will offer a Community Court to increase contact between homeless service providers and individuals accused of quality-of-life offenses. Vancouver is working to break barriers that have historically prevented individuals experiencing unsheltered homelessness from obtaining permanent jobs and housing while reducing quality-of-life offenses, supporting victims, and improving public trust in the justice system.*

HH.PM.12 Number of contacts between homeless service providers and individuals accused of quality-of-life offenses

The count of contacts (referrals in which recommended assistance has been completed) made between homeless service providers and individuals accused of a quality-of-life offense who opt to participate in a case plan offered through Community Court as an alternative to the traditional court docket at the District Court. A contact is counted once for each individual. Further detail may be obtained regarding the issues addressed during contact: identification, housing, substance use, mental health.⁵⁰

Why it matters

Individuals experiencing unsheltered homelessness face a wide variety of barriers that stand in the way of obtaining permanent jobs and housing. Contacts with homeless service providers have been proven to assist in breaking down barriers to obtaining services such as housing, healthcare, insurance, behavioral health treatment, trauma therapy, personal identification/licensing services, and supplemental security income (SSI)/disability income.

⁴⁹ National Broadband Map

⁵⁰ Vancouver's Criminal Case Management System, Clark County District Court AIMs System, Volunteer Lawyers

External Factors and Emerging Issues

- How might we increase equitably distributed options for household availability in all parts of Vancouver?
- How might we leverage both prevention and service delivery to reduce the number of people experiencing homelessness?
- How might we proactively create conditions that result in optimal physical, mental, and behavioral health, and ensure access to health services is available to all Vancouver residents?
- How might we ensure race, ethnicity, gender, age, sexual orientation, education, geographic location, and income level do not pre-determine whether individuals are able to achieve better health?

Existing City Plans and Initiatives Related to Housing and Human Needs

- Housing Action Plan
- 2019-2023 Consolidated Housing and Community Development Plan



Vibrant and Distinct Neighborhoods

Strategic Outcomes - What are we trying to achieve?

Vancouver offers a variety of accessible places and spaces to interact and enjoy nature, art, culture, food, shopping, and community. Neighbors care for each other and show up in times of need.

Community Indicators	Performance Measures	
VDN.CI.1 Neighborhood Cohesion	VDN.PM.1 Existence of Key Businesses	↑
VDN.CI.2 Diversity of Businesses	VDN.PM.2 Proximity to Services	
VDN.CI.3 Business Districts Assessment	VDN.PM.3 Active Neighborhood Associations	

Core Values



Livability



Equity & Inclusion



Trust & Relationships

Long-Term Community Indicators

VDN.CI.1 Neighborhood cohesion

Percent of adults who report a sense of high social cohesion (trust and feeling connected) in their neighborhoods.⁵¹

Why it matters

A cohesive society is one where people are protected against life risks, trust their neighbors and the institutions of the state, and can work towards a better future for themselves and their families. Social cohesion, built on social inclusion, social capital, and social mobility, is the glue that holds society together.

VDN.CI.2 Diversity of businesses in neighborhood districts

An assessment of local businesses within a neighborhood district considering sector, ownership, and size as determined by number of employees.⁵²

Why it matters

Having a diversity of businesses may help contribute to a healthy and resilient local neighborhood economy. Understanding the types of businesses and any disparities may provide information for improving equity and diversity.

VDN.CI.3 Resident assessment of neighborhood business districts

Resident satisfaction with the mix of businesses in their neighborhood business district.⁵³

Why it matters

Residents are more likely to support businesses in their neighborhood business district if they have a positive perception of the business mix in their district. How residents feel about their business district is important because a poor perception of neighborhood business districts will cause residents to spend their money elsewhere and support businesses outside of their area. Conversely, positive perceptions of neighborhood business districts will encourage local business support and promote entrepreneurship and business startups in the neighborhood.

⁵¹ Community survey

⁵² US Census Data, Annual Business Survey

⁵³ Periodic community survey

6-Year Priority Performance Measures

Goal: *To ensure that residents have the business services that they need within close proximity to where they live, the City will analyze demand and supply data to support and inform the development of neighborhood business districts.*

VDN.PM.1 Existence of key businesses in neighborhood districts

Key businesses include grocery stores, restaurants, healthcare, recreation and arts/entertainment businesses within a district defined by neighborhood boundaries.⁵⁴

Why it matters

Key businesses provide important services and improve residents' perceptions of the business mix in their district. Key businesses reduce the need to spend money elsewhere and encourage the development of neighborhood business districts.

Goal: *To increase the number of people in Vancouver that have nearby access to supermarkets and full service grocery stores, and commercial and public services and amenities, the City will propose and adopt a Comprehensive Plan, zoning, and other changes to facilitate closer location of interrelated uses by 2028.*

VDN.PM.2 Percentage of residents living within ¼ mile of supermarkets or food stores, restaurants, parks, schools or community centers

The share of city residents living within ¼ mile of a supermarket or food store and shares of City residents within 1,500 feet of a park, restaurant, park, school, or community center.⁵⁵

Why it matters

Proximity to services and amenities increases access and likelihood of use, reduces road system demand, encourages healthy transportation options, and facilitates community identity and reduced social isolation.

⁵⁴ NAICS, ESRI

⁵⁵ City GIS analysis

Goal: 85% of neighborhood associations are considered active.

VDN.PM.3 To maintain active and healthy neighborhood associations

Active status is measured by fulfilling the recognition requirements outlined in Vancouver Municipal Code 2.75 including: adopted by-laws, full slate of elected officers, following Washington state laws pertaining to open meeting and public disclosure, and holding at least one meeting per year.⁵⁶

Why it matters

Neighborhood associations provide residents with a forum to address problems, share information, offer opportunities for community input, and to undertake projects to benefit the neighborhood. Recognized neighborhood associations serve as a conduit for communication between the community and the City.

External Factors and Emerging Issues

- How might we create equitable access to parks, trails, open space, and recreational opportunities?
- How might we support more connected communities, strengthening our community well-being and enabling more effective responses and recoveries tied to major events?

Existing City Plans and Initiatives Related to Vibrant and Distinct Neighborhoods

- Culture, Arts & Heritage Plan
- Parks, Recreation and Cultural Services Comprehensive Plan

⁵⁶ City staff



Culture and Heritage

Strategic Outcomes - What are we trying to achieve?

Vancouver celebrates culture and heritage. Public events, museums, cultural centers, concerts, and exhibits offer opportunities for communities to learn about different cultures and experiences.

Community Indicators	Performance Measures
CH.CI.1 Arts-Related Businesses	CH.PM.1 Investment in Arts, Culture, and Heritage
CH.CI.2 Economic Impact	CH.PM.2 Participation in Arts, Culture, and Heritage Experiences
CH.CI.3 Creative Vitality Index	CH.PM.3 Indirect Investment in Arts, Culture, and Heritage
	CH.PM.4 Geographic Distribution of Arts, Culture, and Heritage Resources

Core Values



Livability



Equity & Inclusion

Long-Term Community Indicators

CH.CI.1 Arts-related businesses

Total number of arts-related businesses and rate per 1,000 residents. Businesses include those in the North American Industry Classification System (NAICS) code 71: art galleries, camera and photographic supply stores, bookstores, performing arts companies, performing arts promoters, independent artists, writers and performers, musical instrument stores, compact disc and record stores, and museums.⁵⁷

Why it matters

The activities of art-related businesses and cultural and heritage organizations foster cultural and creative vitality. A growing number of arts-related businesses also provides opportunities for individuals to learn and participate in a rich array of arts, culture, and heritage activities. They are also essential to supplying arts and cultural organizations with products and services. Consequently, their number reflects, in part, the strength of the arts sector in a regional economy.

CH.CI.2 Economic impact of arts, culture, and heritage

The portion of community members employed by arts-related businesses as defined by North American Industry Classification System (NAICS) code and the compensation they receive. The value of the goods and services produced in an area related to arts, culture, historic preservation, and heritage.⁵⁸

Why it matters

The Vancouver community recognizes the educational, recreational, aesthetic, environmental, and economic development value of having a large area replete with public art, preserved landmarked buildings, and beautiful green spaces. This indicator helps measure the economic value of arts, culture, historic preservation, and heritage in our community so that we can make informed decisions about developing a healthy local creative economy and supporting ongoing stewardship, conservation, public access, and interpretation.

CH.CI.3 City of Vancouver's creative vitality index

Developed by the Western States Arts Federation (WESTAF) in partnership with Economic Modeling Specialists Inc. (EMSI), the Creative Vitality Index is a robust and inclusive measure of economic vitality of the arts and art-related activities in a specific geographic region of the United States.⁵⁹

Why it matters

This measure indicates the relative health of economic elements of the creative economy. It measures annual changes in the economic health of an area by using per capita concentration of creative activities in both the for-profit and non-profit sectors.

⁵⁷ US Census Data, County Business Patterns

⁵⁸ Bureau of Economic Analysis, National Endowment for the Arts, US Census Data

⁵⁹ ArtsWA, WESTAF and EMSI

6-Year Priority Performance Measures

Goal: To provide more equitable access to arts, culture, and heritage experiences across the community, the City will invest resources to support the local creative economy in locations that serve people residing in areas with a high equity index score.

CH.PM.1 City of Vancouver's direct investment in arts, culture, and heritage

Total expenditures on cultural grants; cultural events; public art installation, repair, and site preparation; preservation and interpretation of cultural and historical sites and structures; support to cultural service providers; and City staffing, supplies, and services to support these areas.⁶⁰

Why it matters

The City provides direct support to the local creative economy through budgeted projects and programs, cultural grants, public art installations and upkeep, site preservations and interpretation, and partnerships.

CH.PM.2 Number of people participating in City-funded or partnered arts, culture, and heritage experiences

Number of attendees, participants and registrants at City-funded arts, culture, and heritage events, locations, and programs, including art events, cultural grant projects, art programming, and rentals of art, cultural, or heritage spaces.⁶¹

Why it matters

The number of attendees indicates exposure to and participation in the creative economy, helping ensure that more of the community can benefit from arts, culture, and heritage. This also helps monitor progress toward reducing barriers.

CH.PM.3 Indirect investment in arts, culture, and heritage in Vancouver

Total dollar amount leveraged via cultural grants awarded and via preservation and interpretation of cultural and historical sites and structures, and value of in-kind work provided to support art installation or cultural assets.⁶²

Why it matters

The City's support can spur further investment in the local creative economy for greater overall impact to the community, such as providing a match for cultural grant recipients.

60 City of Vancouver financials; Culture, Arts & Heritage Commission, Clark County Historical Museum, The Historic Trust

61 City staff, staff at Clark County History Museum, Fort Vancouver National Historic Site, and the Historic Trust, registration software

62 Cultural grant recipient reports, Clark County Historical Museum, The Historic Trust, National Park Service, City staff from PRCS, Public Works, and other departments

Goal: To better understand equitable investment and access to cultural resources, the City will gauge engagement in, and geographic distribution of, arts, culture, and heritage experiences.

CH.PM.4 Geographic distribution of arts, culture, and heritage assets and resources

Mapping of City-owned public art; City-funded culture, arts, and heritage facilities and program locations; events; and interpretive elements.⁶³

Why it matters

Comparing the distribution of assets against participation data helps the City understand where barriers to accessing culture, art, and heritage occur. This in turn enables the City to address these barriers and focus on more equitable access across the city.

External Factors and Emerging Issues

- How might we inclusively honor and preserve Vancouver's unique and diverse history, culture, and traditions?
- How might we ensure the creative industry has equitable access to capacity building and revenue development resources and capital?
- How might we increase the supply of affordable public and private spaces (e.g., housing, work, studio, performance) for our creative industry to survive?

Existing City Plans and Initiatives Related to Culture and Heritage

- Culture, Arts & Heritage Plan
- Parks, Recreation and Cultural Services Comprehensive Plan

⁶³ City Cultural Services and GIS staff



Safe and Prepared Community

Strategic Outcomes - What are we trying to achieve?

Vancouver feels like a safe place to live, work, learn, and play. All communities are free from violence and crime and care for each other in times of need. Communities understand what to do in times of crisis because Vancouver plans for disasters and is ready to adapt to change. All communities have dependable access to utilities and buildings, bridges, and roads are designed to be modern, safe, inclusive, and accessible.

Community Indicators

- SPC.CI.1 Residents' Perception of Safety
- SPC.CI.2 Residents' Perception of Preparedness

Performance Measures

- SPC.PM.1 Violent and Property Crime Rate
- SPC.PM.2 Fire Response Time
- SPC.PM.3 Trainings for Disaster Events
- SPC.PM.4 Community Building Assessment
- SPC.PM.5 Building Seismic Code

Core Values



Livability



Equity & Inclusion



Trust & Relationships



Innovation



Sustainability & Resiliency

Long-Term Community Indicators

SPC.CI.1 Residents' perception of safety

How residents feel about public safety in their community.⁶⁴

Why it matters

Perceptions of neighborhood crime are negatively associated with level of physical activity among youth. Poorer perceptions of neighborhood safety are associated with higher levels of depressive symptoms among adults ages 50-74. Perceptions of neighborhood crime have been positively associated with other mental health problems, such as anger, depression, and anxiety, as well as vicarious victimization by exposure to violence in the neighborhood and visual signs of disorder. However, individuals who have a strong connection to their neighbors are less likely to worry about crime, even when living in areas with high levels of disorder.

SPC.CI.2 Residents' perception of community preparedness for disaster

How residents feel about the community's preparedness for a disaster, including individual, family, and neighborhood preparedness.⁶⁵

Why it matters

Residents are more likely to undertake disaster preparedness if they perceive it to be effective. Government trust can directly increase perceived efficacy and indirectly increase self-efficacy.

^{64,65} Community survey

6-Year Priority Performance Measures

Goal: To contribute to a safe community, the Vancouver Police Department will continue to foster community relationships and dedicate department resources toward crime response and prevention efforts.

SPC.PM.1 Violent and property crime rate

For state level data, crime rate is defined as the number of reported crimes per 100,000 residents. The violent crime figures include the offenses of murder, forceable sex offenses, robbery, and aggravated assault. The property crime figures include the offenses of burglary, larceny-theft, motor vehicle theft, and arson.⁶⁶

Why it matters

Violent crime rates correlate positively to poverty levels, income inequality, and residential instability. Research suggests that violent crime rates negatively correlate to the probability of arrest, the probability of imprisonments, level of social capital, and collective efficacy. Relative poverty and local segregation of high-income households from low-income households can exacerbate violent crime. Elevated crime rates correlate to decreased confidence in police and can contribute to weakened relationships between the community and police.

Goal: To ensure fire response times under eight minutes, the City will renovate or construct five fire stations by 2029, and add additional fire response units as needed in high-demand areas, prioritizing locations where response times are longer.

SPC.PM.2 Fire response time

The time elapsed from an emergency call alerting fire and emergency medical services response resources and arrival of emergency services at the site of the emergency.⁶⁷

Why it matters

A quick response time can save lives, reduce costs associated with damage, and build trust in public services provided the services are equitably available to all areas of the community.

Goal: To increase the opportunities for Vancouver residents to learn about and prepare for a disaster event, the City will provide disaster preparedness training for community partners.

SPC.PM.3 Trainings offered to residents to prepare for a disaster event

Provide quarterly disaster preparedness training opportunities for community partners.⁶⁸

Why it matters

Community members may not be aware of the sorts of issues a large-scale disaster might introduce into their lives and may not have taken any steps to prepare themselves. A prepared community is more resilient and can help mitigate the adverse effects of an event with preparation, provided they understand what to prepare for.

⁶⁶ FBI crime statistics

⁶⁷ CRESA/City of Vancouver Fire Department

⁶⁸ City staff

Goal: To increase the community's ability to prepare for and recover from a seismic disaster, the City will perform an assessment of anticipated seismic performance of existing buildings (resident, multifamily, commercial, industrial) in the community.

SPC.PM.4 Community building assessment

An inventory of the residential, multifamily, commercial, and industrial buildings in Vancouver built prior to 1990 and assessment of their ability to withstand a seismic event.⁶⁹

Why it matters

Since 1990, the building code has included specifications that address seismic resiliency. Understanding the risk associated with the building inventory prior to 1990 can assist the City in planning for recovery from or mitigation for a seismic event, increasing resiliency and reducing recovery time.

Goal: To prepare the community for a potential seismic event, the City will ensure compliance with all seismic codes for permitted projects, increasing the percentage of buildings that are seismically sound.

SPC.PM.5 Buildings meeting current seismic building codes

The percentage of buildings in the community that meet current codes for residential, multifamily, commercial, industrial, and government and are considered a lower risk.⁷⁰

Why it matters

Buildings that can withstand a seismic event will save lives and reduce costs associated with the event.

External Factors and Emerging Issues

- How might we engage and inform the community to ensure that public safety services are delivered to a diverse community and vulnerable populations in a safe, timely, and proactive manner given the challenges of significant population growth, racial inequities, and traffic congestion?
- How might we build meaningful community relationships that transform our organizations, foster trust and legitimacy, and increase compliance with laws and regulations?
- How might we strengthen local and regional partnerships to prevent, prepare for, and respond to natural and human-caused hazards?

Existing City Plans and Initiatives Related to Safe and Prepared Community

- City of Vancouver Emergency Operations Plan
- Clark Regional Natural Hazard Mitigation Plan

⁶⁹ City staff

⁷⁰ City Permit Center Infor



Climate and Natural Systems

Strategic Outcomes - What are we trying to achieve?

Environmental stewardship and efforts to address climate change ensure that everyone has a sustainable future. We recognize the intrinsic value of the land beyond the economic benefits it provides. Vancouver protects, restores, and cares for the natural environment upon which all living things depend. The health of our natural systems supports the health of all who live, work, and play in our community.

Community Indicators

- CN.CI.1 Greenhouse Gas Emissions
- CN.CI.2 Waste Diversion
- CN.CI.3 Tree Canopy
- CN.CI.4 Parkland Acreage per 1000 Residents

Performance Measures

- CN.PM.1 Proximity to Parks
- CN.PM.2 Business Inspections
- CN.PM.3 GHG Emissions Inventory
- CN.PM.4 GHG Emissions Goals
- CN.PM.5 Parking Demand Program
- CN.PM.6 Wastewater Solids Renewal Program
- CN.PM.7 PFAS Regulatory Compliance
- CN.PM.8 Organic Waste Sent to Landfill

Core Values



Livability



Equity & Inclusion



Innovation



Sustainability & Resiliency

Long-Term Community Indicators

CN.Cl.1 Greenhouse gas emissions

Greenhouse gases include carbon dioxide, methane, and nitrous oxide and cause climate change.⁷¹

Why it matters

Addressing climate change and the many impacts associated with it begins with decreasing the amount of greenhouse gases emitted. The City Council has adopted a goal of carbon neutrality – achieving net zero greenhouse gas emissions by balancing those emissions so they are equal (or less than) the emissions that get removed through the planet's natural absorption – for both municipal operations and the broader Vancouver community by 2040.

CN.Cl.2 Waste diversion

Tons of solid waste diverted to recycling/composting as a ratio of tons of solid waste collected.⁷²

Why it matters

This indicator tracks how much solid waste is collected for recycling or otherwise diverted from disposal each year. Diverting solid waste from a landfill conserves valuable resources, saves energy, reduces greenhouse gas emissions and other harmful environmental pollutants, conserves landfill space, and creates jobs. Greater public outreach can change personal behavior and increase waste diversion.

CN.Cl.3 Tree canopy

The percentage of land area covered by tree foliage.⁷³

Why it matters

Tree canopy contributes to air and stormwater quality and minimizes the urban heat island effect. Tree canopy is directly linked to human health and community livability. For maximum benefits, a 40% cover is recommended.

71 Periodic greenhouse gas emission inventory of community and of City operations collected from various sources including, but not limited to, municipal operations, Regional Transportation Council, regional energy providers, Port of Vancouver, C-Tran.

72 City of Vancouver Public Works Solid Waste Contract reporting

73 GIS maps and aerial imaging.

CN.Cl.4 Parkland acreage per 1,000 residents

This metric is calculated by dividing the total number of City park acres by the city's population and multiplying the factor by 1,000.⁷⁴

Why it matters

According to the National Recreation and Park Association, greenspace exposure corresponds with improved physical health, including decreases in stress, blood pressure, heart rate, and risk of chronic disease (cancer, diabetes, cardiovascular heart disease). Children with access to parks and facilities have shown decreased prevalence of obesity compared to children without access. Time spent in nature positively impacts mental health by increasing cognitive performance and well-being and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers. For climate benefits, parks lower ground temperatures with tree canopy, clean water, reduce flooding and contribute to healthier air. Trees and vegetation in parks help reduce air pollution directly by removing pollutants and reducing air temperature. Urban parks can improve the environment, enhance storm water management, reduce traffic noise, and increase biodiversity.

⁷⁴ City Parks, Recreation and Cultural Services Staff, Census data

⁷⁵ City GIS analysis

6-Year Priority Performance Measures

Goal: To ensure that residents have opportunities for cooling during times of excessive heat.

CN.PM.1 Number of residents within a 10-minute walk of a park that provides localized cooling through tree canopy cover or vegetative surfaces

Geographic Information system (GIS) analysis determines the percentage of residents that meet the standards. The 10-minute walk standard is a recognized national standard that allows for comparison with peer cities.⁷⁵

Why it matters

Multiple studies show that parks with trees provide a cooling effect during extreme heat events. It is important to ensure that an increasing number of residents have access to these cooling benefits

Goal: To improve water quality and prevent negative effects on habitat and wildlife, the City will inspect businesses annually to ensure pollution prevention best-management practices are properly implemented.

CN.PM.2 Number of businesses inspected annually

Target: Conduct 800 inspections annually.

The count of inspections conducted by City staff each calendar year of businesses in Vancouver that have the potential to generate pollutants to the stormwater system.⁷⁶

Why it matters

Preventing pollutants from coming into contact with stormwater and entering water resources is the best way to reduce impacts from municipal stormwater and protect receiving waters and drinking water. Site inspections educate businesses on activities that have the potential to release pollutants to water resources and provide guidance on required best practices.

⁷⁶ City of Vancouver business inspection database (MS4Front Software)

Goal: To demonstrate progress towards the Council's overall carbon neutrality goals, City staff will update the greenhouse gas emissions inventory for both municipal operations and the entire Vancouver community.

CN.PM.3 Updated greenhouse gas emissions inventory every four years

A greenhouse gas inventory is a list of emission sources and the associated emissions quantified using standardized methods.⁷⁷

Why it matters

The City shall monitor progress towards its climate goals by conducting regular updates of its greenhouse gas inventory every four years and using the updated greenhouse gas inventory to re-assess the Climate Action Framework for opportunities to maximize emission reductions, improve equitable outcomes, evaluate new technologies, leverage new funding opportunities, or achieve other community benefits.

Goal: To support the goal of achieving carbon neutrality by 2040 for both municipal operations and the broader Vancouver community, the City will look at further investments and changes to municipal policies to reduce greenhouse gas emissions, especially in the highest impact areas of transportation and buildings, to achieve an 80% reduction in emissions by 2025 for municipal operations and an 80% reduction in emissions by 2030 for the broader community.

CN.PM.4 Interim greenhouse gas emissions goals

Greenhouse gases include carbon dioxide, methane, and nitrous oxide and cause climate change.⁷⁸

Why it matters

Compliance with this early interim target will ensure that the City is on track to achieve its 2040 carbon neutrality target and that it is demonstrating leadership on climate action for the broader community.

Goal: Develop public and private partnerships within the downtown parking enforcement districts to encourage participation in the parking demand management programs, including but not limited to trip reduction programs, green alternative incentives, etc.

CN.PM.5 Number of businesses and individuals participating in the parking demand program

The count of individuals, parking lot owners, and businesses in the parking enforcement zone actively participating in the Parking Services demand management program.⁷⁹

Why it matters

Reducing the reliance of fossil fuel transportation and the number of worker trips will decrease carbon emissions.

⁷⁷ Periodic greenhouse gas emission inventory of community and of City operations collected from various sources including, but not limited to, municipal operations, Regional Transportation Council, regional energy providers, Port of Vancouver, C-Tran

⁷⁸ Periodic greenhouse gas emission inventory of community and of City operations collected from various sources including, but not limited to, municipal operations, Regional Transportation Council, regional energy providers, Port of Vancouver, C-Tran

⁷⁹ Business commitments, MOUs, and individual enrollment data.

Goal: To plan for sustainable and cost-effective management of solids to address climate change impacts by recovering treatment system biogas for energy recovery, and biosolids residuals for beneficial soil amendment, Public Works Wastewater Services will develop a 50% design plan by the end of 2028 that identifies needed facilities and technologies, funding strategies, and community partnerships to maximizes resource recovery of wastewater solids in a safe, environmentally sound, and cost-effective manner. The planning effort incorporates synergies with the City’s Climate Action Framework, Long Range Planning, Solid Waste Program and community stakeholders.

CN.PM.6 Wastewater solids renewal program plan

Progress and development of a proposed plan that identifies the facilities, technologies, funding strategies and community partnerships to maximize resource recovery. The modeled quantity of biogas and beneficial solids available for capture and beneficial use.⁸⁰

Why it matters As the current solids system has a remaining useful life of eight to ten years, the solids renewal program plan pursues a more sustainable and beneficial direction for wastewater solids management that aligns with the City’s Climate Action Framework, while providing for safe, clean and environmentally sound facilities.

Goal: To ensure Vancouver’s drinking water is safe for the community, the public works department will monitor PFAS concentrations and invest in treatment systems that reduce PFAS in drinking water in order to meet federal drinking water regulations and reduce the concentration of PFAS in drinking water by the end of 2028.

CN.PM.7 PFAS drinking water regulatory compliance

The concentration of PFAS in drinking water as defined by federal regulations.⁸¹

Why it matters Per- and polyfluoroalkyl substances (PFAS) have been used around the world in industry and in consumer products such as food packaging, non-stick cookware, waterproof clothing, stain-resistant fabrics, and fire fighting foam. PFAS accumulate in the body over time and have known health impacts. Drinking water is a known pathway for PFAS to enter the human body. Removal of PFAS from drinking water in order to meet federal drinking water regulations will reduce negative public health impacts.

80 Consultant-based modeling tools to measure solids system attributes (GHG emissions, biogas generation, energy production, energy usage, local air/water/land/traffic impacts, risk, capital & OM cost, revenue)

81 City of Vancouver Public Works Water Utility sampling

Goal: To reduce per capita waste and support Council’s Climate Action Framework, the City will build program capacity to divert wasted edible food to those who need it, increase the processing capacity of the existing collection and transfer system, and adopt an ordinance to require organics collection services in compliance with the Revised Code of Washington (RCW) 43.19A.150.

CN.PM.8 Tons of organic waste sent to landfill

Total tons of organic waste disposed of at landfill as measured in the Solid Waste System Waste Composition Study.⁸²



Diverting food waste, yard debris and other organic materials for composting or other beneficial uses provides a number of benefits, including reducing the amount of waste sent to landfills or incinerators, reducing greenhouse gas emissions from landfills.

External Factors and Emerging Issues

- How might we proactively identify, assess, and manage risks related to the quality, reliability, and access to critical infrastructure given the challenges of an aging infrastructure, greater climate impacts, and population growth?
- How might we improve our approach to facilities and infrastructure management to ensure a high-quality, efficient, and sustainable portfolio that supports both staff and the customer?

Existing City Plans and Initiatives Related to Climate and Natural Systems

- Urban Forestry Plan
- Climate Action Framework
- Comprehensive Solid Waste Management Plan
- Comprehensive Parks, Recreation, Arts & Culture Plan
- Stormwater Management Plan
- Comprehensive Plan

82 5 year state solid waste composition study



High Performing Government

Strategic Outcomes - What are we trying to achieve?

Vancouver's government is reliable, fiscally responsible, equitable, and open to compromise. Decision-making processes are transparent. City leaders have integrity and work with the community to plan for the future.

Community Indicators

- HPG.CI.1 Price of Government
- HPG.CI.2 Resident satisfaction with municipal services
- HPG.CI.3 Municipal Bond Rating

Performance Measures

- HPG.PM.1 Workforce Profile Alignment
- HPG.PM.2 Employee Satisfaction and Engagement
- HPG.PM.3 Female VPD Staff
- HPG.PM.4 Audit Results
- HPG.PM.5 Open Data Hub Datasets
- HPG.PM.6 Legal and Regulatory Training

Core Values



Equity & Inclusion



Trust & Relationships

Long-Term Community Indicators

HPG.CI.1 Price of government (city services) per capita as % of real median household income

Sum of all taxes, fees, and charges collected by a city or county as a percentage of aggregate personal income. That is, all revenue excluding that which comes from “Other Financing Sources” (long-term debt proceeds, sale of capital assets, transfers from other funds, insurance proceeds) and “Non-Revenues” (cash received for accounting purposes but is not technically revenue). Disaggregated by race/ethnicity and age.⁸³

Why it matters

This indicator allows a local government to monitor the level of resources available to provide critical services within its jurisdiction and helps inform the price range within which residents and businesses are willing to pay for living in a city with those services.

HPG.CI.2 Resident satisfaction with municipal services

How satisfied residents are with municipal services in their community. Disaggregated by race/ethnicity, age, income, English language learner, and disability.⁸⁴

Why it matters

Government services are often compulsory and serve a broad base of customers. Assessing the level of satisfaction with service can provide information about service gaps to certain populations or barriers to adequate service delivery.

HPG.CI.3 Municipal bond rating

Credit rating or assessment of the financial health of the organization as determined by third-party sources.⁸⁵

Why it matters

Bond ratings convey a sense of confidence and ability of the organization to finance projects to create a vibrant, safe, and diverse community.

83 Revenues: Washington State Auditor’s Office, City of Vancouver Budget Office. Personal Income: US Census, total population in City of Vancouver, per capita income.

84 Community survey

85 Moody’s and S&P

6-Year Priority Performance Measures

Goal: To ensure that hiring practices, workforce and careers reflect the diversity of the community across the range and depth of the organization, the City will develop a systematic approach for collecting inclusive data regarding demographics within the City's workforce by 2029.

HPG.PM.1 Align City's workforce profile with regional and national demographics

City employee demographics based on race, age and gender.⁸⁶

Why it matters

Understanding the demographics of the workforce at the City may provide insight to barriers for certain populations that can be actively addressed.

Goal: To be an "Employer of Choice" the City will improve employee engagement.

HPG.PM.2 Employee satisfaction and engagement

Percent of employees who feel that their ideas and suggestions are valued by department management.⁸⁷

Why it matters

The City believes that a healthy and happy workforce is essential to our community's success. We provide employees with events and resources that enhance the health and wellness of ourselves and our colleagues and support a balance between the demands of the workplace and our personal lives.

Goal: To increase public safety, the Vancouver Police Department will increase the representation of commissioned female recruits to 30% by 2030.

HPG.PM.3 Percentage of commissioned staff in Vancouver Police Department who are female

The percentage of all commissioned staff within the Vancouver Police Department who are female.⁸⁸

Why it matters

Approximately half of Vancouver's population is female. According to the 30x30 initiative website, women make up only 12% of sworn officers and 3% of police leadership in the U.S. This under-representation of women in policing undermines public safety. Research shows women officers use less force and less excessive force; are named in fewer complaints and lawsuits; are perceived by communities as being more honest and compassionate; see better outcomes for crime victims, especially in sexual assault cases; and make fewer discretionary arrests.

⁸⁶ Equal Employment Opportunity data, data collected by City, Workday and community Census data

⁸⁷ Employee satisfaction survey

⁸⁸ City of Vancouver Workday - Human Resources Department and Vancouver Police Training Department

Goal: *To increase public trust, the City of Vancouver will demonstrate our commitment to fiscal responsibility and transparency by having our annual audits from the Office of the Washington State Auditor completed without findings.*

HPG.PM.4 Audit results

Each year, the City receives an audit from the Office of the Washington State Auditor. The City aims for these audits to be free of any findings. Findings are internal control weaknesses that are significant enough to result in material errors, non-compliance, or lack of fiscal accountability. The independent Office of the Washington State Auditor follows Generally Accepted Auditing Standards and internal procedures to make consistent determinations on materiality regarding our annual Financial Statement, Federal Grant, and Accountability audits.⁸⁹

Why it matters

City leadership relies on the trust of the citizens to be effective in managing the operations of the City. The assurance provided by a clean audit from an independent body regarding the accuracy of the City's financial statement information and the effectiveness of internal processes to safeguard public resources is a vital tool to help increase trust through transparency.

Goal: *To increase transparency and accountability, the City will foster and develop its data governance program including developing an Open Data Hub for publishing City datasets.*

HPG.PM.5 Number of high quality datasets available in Open Data Hub

The count of datasets available through the hub. An Open Data Hub is a website location where City datasets are proactively made available to the public. Datasets in this hub have undergone a data governance review to ensure quality, accessibility and confidentiality for pertinent data.⁹⁰

Why it matters

The ability to share and access data in a timely manner is key to gaining public support and lowering barriers to vital public information.

⁸⁹ The Office of the Washington State Auditor publicly publishes the results of their Financial, Federal, and Accountability audits on their website. The audit reports for the City of Vancouver as published on the State Auditor's at SAO.wa.gov will be our source for evaluating this performance measure.

⁹⁰ ArcGIS

Goal: To increase the number of City managers, supervisors and officials who receive necessary training in applicable legal and regulatory topics to 100% by 2025, the City will ensure that employees and officials have access to training and education needed to support their efforts to build a city of the future along the Columbia River through a shared commitment to equity, stewardship, resilience and community safety.

HPG.PM.6 Percent of City managers, supervisors and officials receiving training in applicable legal and regulatory topics

The percent of employees required to receive training who were offered the course and successfully completed it through the Workday Learning module. City managers, supervisors and officials includes City elected officials, volunteers and regular part-time and full-time managers and supervisors that work at the City. Applicable legal and regulatory topics include applicable privacy and transparency laws; municipal powers, authority and corporate governance; and accessibility, human rights, and labor and employment laws.⁹¹

Why it matters

Increasing access to pertinent training supports comprehension of legal requirements related to City work. When City managers, supervisors and officials understand the constantly changing legal landscape impacting their jobs, they can better provide increased safety, support climate resiliency, and ensure equity and economic prosperity for Vancouver's residents.

External Factors and Emerging Issues

- How might we address the fact that current data maturity of the organization is individualized?
- How might we foster and model relationships of trust, welcome diverse viewpoints, and confront racism at all levels (personal, cultural, and institutional) in our community and in the City?
- How might we create systems that recognize the ability of underrepresented communities to co-create solutions with local government and with each other?
- How might we achieve more equitable outcomes and deliver services that meet or exceed the expectations of the people we serve?
- How might we continue to meet the needs of a rapidly growing city while managing organizational capacity and ensuring fiscal responsibility?
- How might we attract and retain a talented workforce that sustains a workplace culture of engagement, community focus, and high performance?
- How might we mature the City's data and technology capabilities to provide secure and scalable solutions that enable staff to deliver accessible, modern, and impactful services to all residents?

Existing City Plans and Initiatives Related to High Performing Government

- Diversity Equity and Inclusion Strategic Plan
- Financial Policies
- Water Strategy

Next Steps

This plan reflects a foundational vision for the City of Vancouver. It provides a mechanism for the City and community to ensure accountability to the core values and focus areas by assessing and measuring progress against the outlined indicators and measures.

The Strategic Plan will inform future efforts by:

- Connecting the Strategic Plan focus areas to the City budget and investments. City Council will examine budget proposals through the lens of the Strategic Plan to ensure programmatic investments and policies align with the indicators and measures.
- Creating a community dashboard to demonstrate transparency and ensure community members can evaluate progress over time.
- Aligning other City processes, plans, and policies with the overall values embraced within the Strategic Plan.
- Maintaining an ongoing committee to periodically assess progress, provide feedback, and inform decision-making as it relates to implementation of programs and actions connected to the focus areas and aligned with the core values.
- Developing and maintaining communications that support ongoing community engagement and awareness of the Strategic Plan. Sharing opportunities to participate in other planning processes connected to the indicators and measures.





Staff Report: 125-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT 2024-2029 Transportation Improvement Program

Key Points

- Per RCW 35.77.010, the City must adopt a comprehensive TIP prior to July 1st of each year.
- Each year staff includes updates/changes to the City's arterial map as part of the yearly TIP update. This year no changes are proposed.
- Adopting the TIP keeps the City in compliance with state law, allows the City to pursue grants for projects listed in the TIP, provides candidate projects for funding by the Vancouver Transportation Benefit District, and facilitates coordinated planning between agencies within the region.
- The Vancouver Transportation Mobility Commission (TMC) has unanimously recommended approval of this year's TIP update to the City Council.

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

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

Present Situation

The 2024–2029 TIP presents a transportation development program that supports implementation of the City's adopted comprehensive plan. The project lists clearly identify those projects and programs that are intended to receive funding from the sources approved as part of the street funding strategy. The TIP can be amended at any time by Council action, if needed.

The TIP also provides updates to the Arterial Classification Map. This year no changes to the map are proposed, but updates to the arterial map are expected as part of the upcoming

transportation system plan update and will be incorporated into next year's TIP.

This year's update includes several changes, many of which came from the TMC:

- Included public comments and responses to each comment (starting on page 13).
- Included information about project implementation (page 31).
- Included information about the interim prioritization/scoring process (starting on page 33).
- Updated the TIP changes document (starting on page 36).
- Updated the project lists including updated project scores (starting on page 40).
- Added contact information for questions about the detail sheets (page 47).
- Updated the detail sheets including how the project originated (starting on page 48).
- No proposed changes to the arterial map this year (page 159). Map will be updated next year based on recommendations from the Transportation System Plan (TSP).

In addition to these changes staff also updated the interim prioritization scoring for each project. The prioritization process will be refined as part of the upcoming Transportation System Plan update and will be implemented in next year's TIP update.

Advantage(s)

1. Adoption of the Six-Year TIP conveys the direction and intent of the City to provide certain transportation projects within a given timeframe and satisfies state law.
2. The Six-Year TIP is used as a planning and project programming tool to develop funding strategies that include local, state, federal, and private funding sources.
3. The Six-Year TIP provides information to the Washington State Department of Transportation (WSDOT) and the Regional Transportation Council (RTC) for coordination of transportation projects with other agencies in the region.

Disadvantage(s)

None

Budget Impact

The 2024-2029 TIP will be tied directly to adopted transportation capital budget. The TIP reflects the budget programming of the City's capital funding for transportation, including anticipated grant revenues.

Prior Council Review

June 5, 2023 workshop

Action Requested

On June 26, 2023, following a public hearing, adopt a resolution approving the proposed 2024-2029 Transportation Improvement Program and the Arterial Street System and Classification Map.

Chris Malone, Public Works Finance and Asset Manager, 360-487-7711

ATTACHMENTS:

- ▣ TIP presentation
- ▣ 2024-2029 TIP resolution



City Council Public Hearing

2024-2029 Transportation Improvement Program

June 26, 2023



Chris Malone

Public Works Finance and Asset Manager
Department of Public Works

Agenda

- Transportation Improvement Program (TIP) overview
- Review updates for this year's TIP 2024-2029
- Public hearing

2024-2029

Transportation Improvement Program

June 2023



2024-2029 TIP Workshop – 2



Vancouver Public Works
PO Box 1995
Vancouver, WA 98668-1995
www.cityofvancouver.us/StreetsTIP

Transportation Improvement Program (TIP)

- Each year the City prepares a Six-Year Transportation Improvement Program (TIP)- current update is for 2024-2029.
- The TIP is the City's detailed transportation improvement work program.
- Per Washington law, the TIP document is updated annually, with final City Council approval required before July 1 of each year.
- Helps with coordination with other departments and other agencies.
- Helps access grant opportunities.
- Improved transparency and accountability.
- Bridges the gap between long-term and short-term.
- The Transportation Mobility Commission (TMC) has made a formal recommendation to adopt this year's update.

Changes for 2024-2029 TIP

- Included public comments and responses to each comment (starting on page 13).
- Included information about project implementation (page 31).
- Included information about the interim prioritization/scoring process (starting on page 33).
- Updated the TIP changes document (starting on page 36).
- Updated the project lists including updated project scores (starting on page 40).
- Added contact information for questions about the detail sheets (page 47).
- Updated the detail sheets including how the project originated (starting on page 48).
- No proposed changes to the arterial map this year (page 159). Map will be updated next year based on recommendations from the Transportation System Plan (TSP).

Thank You

To learn more, visit www.cityofvancouver.us/tip



6/26/23

RESOLUTION NO. _____

A RESOLUTION adopting the City of Vancouver’s Comprehensive Six-Year Transportation Improvement Program for 2024-2029 and the City’s Arterial Street System and Classification Map.

WHEREAS, pursuant to RCW 35.77.010, the Vancouver Department of Public Works has prepared the Comprehensive Six-Year Transportation Improvement Program for 2024-2029 (“2024-2029 TIP”); and

WHEREAS, the purpose of the 2024-2029 TIP is to ensure that the City will have available advance plans as a guide in carrying out a coordinated street construction program; and

WHEREAS, the City’s Arterial Street System and Classification Map (“Arterial Classification Map”) is maintained within the 2024-2029 TIP; and

WHEREAS, City Council originally adopted the Arterial Classification Map by Resolution M-781 on November 28, 1961, and annually reviews proposals and makes classification designation changes on the map where the use of a roadway is inconsistent with its current arterial designation; and

WHEREAS, notice of the time and place for a hearing on the 2024-2029 TIP was published in accordance with law; and

WHEREAS, the City Council conducted a public hearing on June 26, 2023 at 6:30 p.m., where it considered the 2024-2029 TIP and determined to adopt it.

NOW, THEREFORE,

RESOLUTION – 1

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Legislative Findings. The recitals set forth above are adopted as the legislative findings of Vancouver's City Council in support of adoption of this resolution.

Section 2. City Council hereby adopts the 2024–2029 Comprehensive Six-Year Transportation Improvement Program, which is attached as Exhibit “A” and incorporated by this reference as if fully set forth herein.

Section 3. City Council hereby adopts the Arterial Street System and Classification Map, which is contained in the 2024-2029 Comprehensive Six-Year Transportation Improvement Program.

Section 4. The City Manager or his designee is hereby directed to file the 2024-2029 Comprehensive Six-Year Transportation Improvement Program and the Arterial Street System and Classification Map with the Washington State Department of Transportation within 30 days of the date of this resolution.

ADOPTED at regular session of the Council of the City of Vancouver on June 26, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION – 2



Staff Report: 126-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT MFTE Application- Fir Grove Apts

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City.
- The applicant is requesting a 10-year exemption for a 92-unit apartment building where 19 units (20% of the total units) will be restricted to households at or below 80% of the area Median Family Income.
- Over the 20-year period following construction, the project (with the exemption) will generate just over \$5 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$1.39 million in taxes will benefit the City of Vancouver. Total estimated foregone tax revenue for all districts would be \$831,000, with the portion specific to the City of Vancouver at \$332,000. Construction sales taxes and utility taxes will still be collected during the exemption.
- When the tax exemption period ends, the project will return to the property tax rolls as if it were new construction.

Strategic Plan Alignment

Goal 8, Objective 8.2: Strengthen neighborhood business districts

Present Situation

The project is located at 2902 Falk Road in the Fourth Plain residential target area. The applicant is requesting a Multi-Family Housing Limited Property Tax Exemption for a 92-unit apartment building with 146 associated parking spaces. The proposed development will include 2 and 3-bedroom units. The total estimated development cost is \$29.56 million.

The applicant is requesting a 10-year exemption where 19 units (20% of the total units) will be reserved for households earning 80% of area median family income or less. The 2023 HUD 80% area family median income in the Portland/Vancouver MSA for a 4-person household is \$90,200.

Over 20 years (with the exemption) the project is estimated to generate \$5 million in taxes benefitting all taxing districts (ports, county, city, etc.) including \$1.39 million specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at \$831,000 for all taxing districts and \$332,000 specifically for Vancouver. The development will still generate construction sales tax revenue and utility tax revenue during the exemption period.

Although the project does not fall under the City Council interim climate action policy, as there is no negotiated development agreement with this project, the applicant noted that the project is seeking Energy Star certification. The development will be all-electric with no natural gas. EV infrastructure availability will be installed in the 36 private garages and 30 of the surface parking stalls (totaling 45% of all spaces). Outdoor lighting controls will have occupancy shut off sensors to aid in reduction energy use.

The property must have the following mix of income-based units at all times during the exemption period:

- 4 two-bedroom units
- 8 three-bedroom 2 bath units
- 7 three-bedroom 3 bath units

In addition, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

Advantage(s)

1. Adds 92 new multi-family units in the Fourth Plain residential target area.
2. Adds 19 income restricted units for households earning 80% or less of the area median income for the next 10 years.
3. Redevelops underutilized land.

Disadvantage(s)

1. Foregone tax revenue for all districts is estimated at \$831,000.
2. Foregone tax revenue specific to the City of Vancouver is estimated at \$322,000.

Budget Impact

Although the structure portion of the property taxes will be exempt for 10 years, the City will still receive taxes from the land value and other additional revenues from the development including sales tax, permit fees, and system development charges. There will be a small incremental increase in demand for public services during the 10-year exemption period without associated tax revenues. Following the 10-year exemption period, the properties will return to the tax base as new construction and the City and other taxing districts will begin receiving the structural portion of the property taxes.

Prior Council Review

Council briefing Memo dated June 16, 2023

Action Requested

On June 26, 2023, following a public hearing, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

ATTACHMENTS:

- ▣ Fir Grove Apts MFTE Presentation
- ▣ Fir Grove Apts MFTE Resolution
- ▣ Fir Grove Apts MFTE Development Agreement

Fir Grove MFTE Certificate

June 26, 2023
City Council Public Hearing



Bryan Monroe
Associate Planner
Economic Prosperity and Housing

Presentation Overview

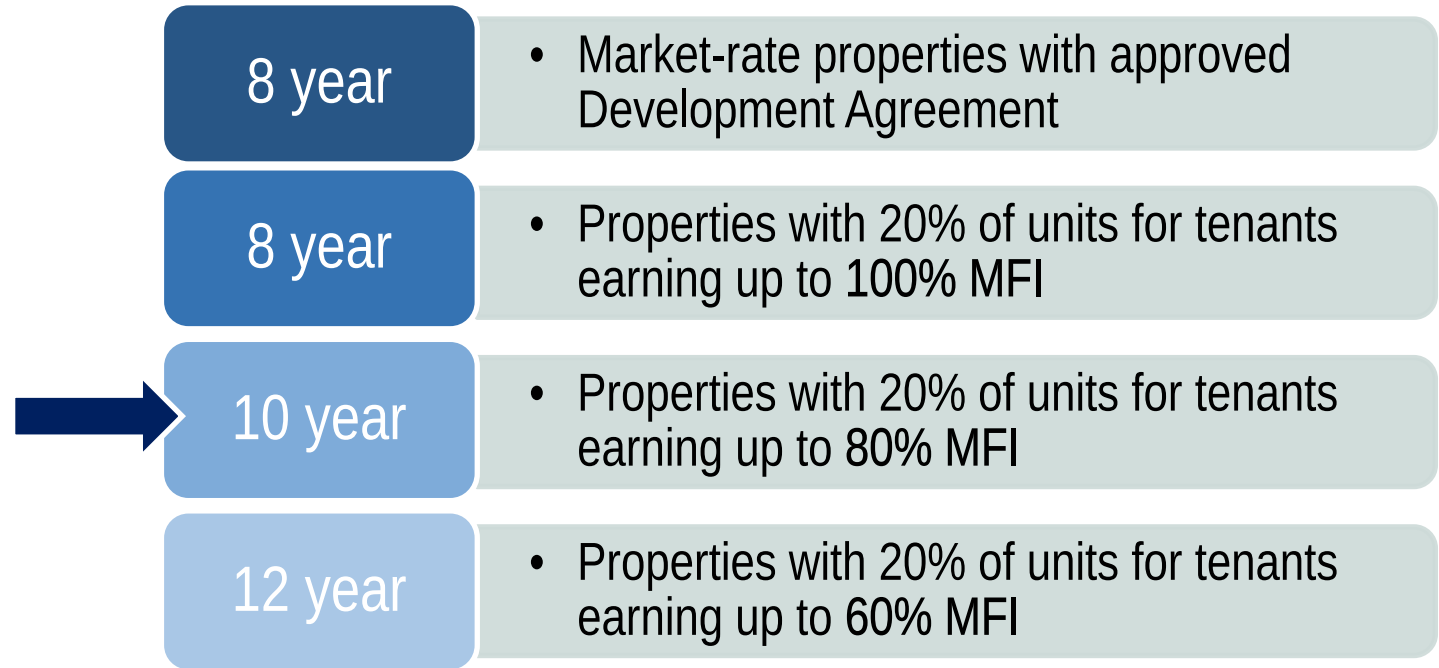
- Exemption Options
- Project Details
- Tax Summary
- Requested Action
- Next steps /Questions



Current Exemption Options

Income-Based requires:

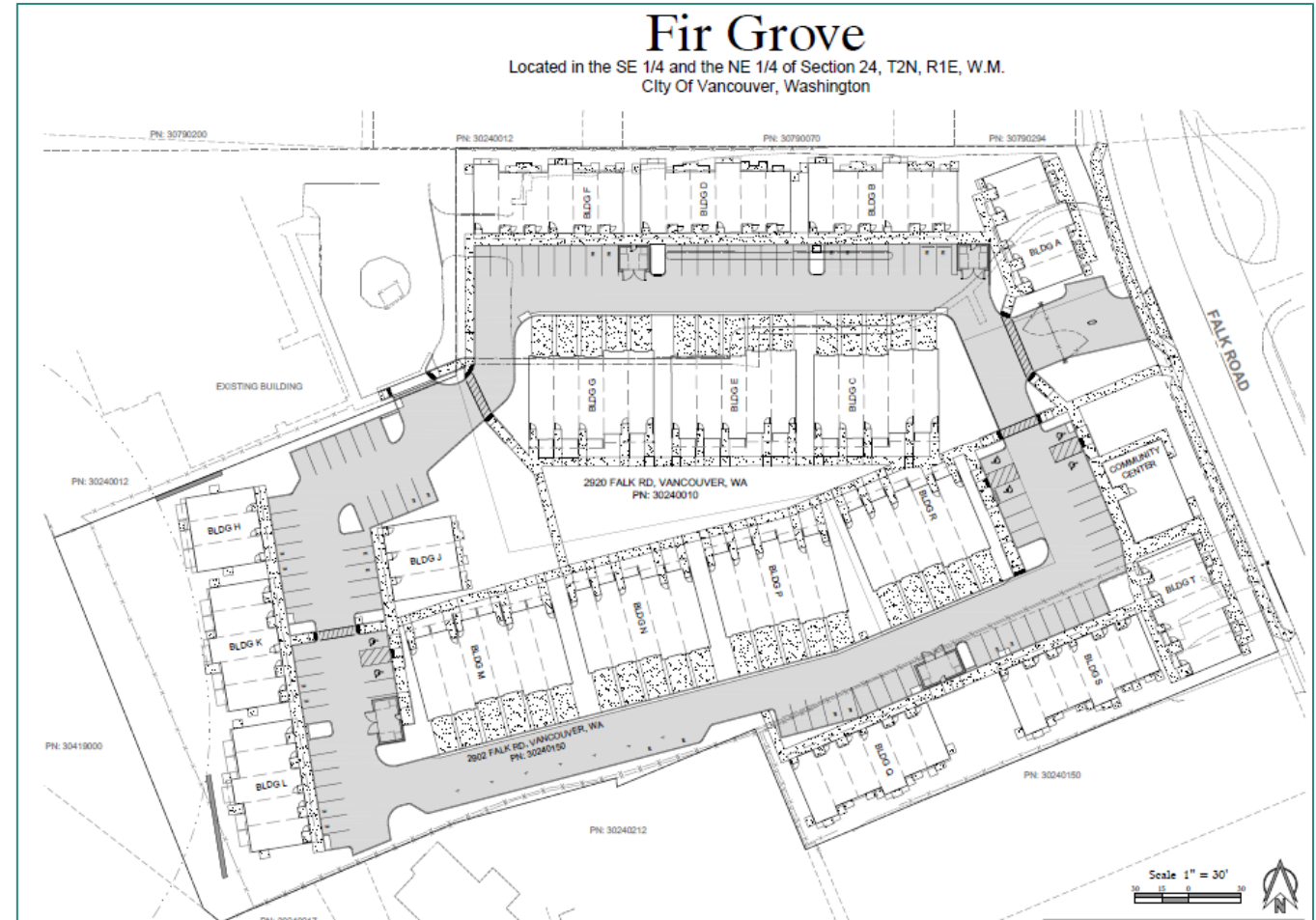
- 20% of units restricted to certain MFI
- Annual monitoring
- No Development Agreement
- No public benefit required



Project Details

10-Year income-based exemption (100% MFI)

- 19 buildings
- 2-3 stories
- 92 units
- 2-bed / 3-bed units
- Unit sizes 1,041-1,495 sf
- 146 parking spaces



Unit Detail

92 total units

19 income-restricted units

2023 80% MFI for a 4-person household is \$90,200

Market Units			
Type	Av. Size	Units	Rent
2 Bedroom / 2.5 bath	1,041	16	\$2,025
3 Bedroom / 2 bath	1,357	28	\$2,395
3 Bedroom / 3 bath	1,495	29	\$2,495

Restricted Units			
Type	Av. Size	Units	Rent
2 Bedroom / 2 bath	1,041	4	\$1,727
3 Bedroom / 2 bath	1,357	8	\$1,984
3 Bedroom / 3 bath	1,495	7	\$1,984

Tax Summary

	All taxing districts	City of Vancouver
Net Present Value of future tax revenue* (20 year)	\$5,084,000	\$1,396,000
Net present value “foregone” tax revenue (during exemption period)	\$831,000	\$332,000
Net Present Value Benefit	\$4,253,000	\$1,064,000

Estimated discounted present value of construction sales tax, retail sales tax, utility tax and property tax over 20 years: 2025-2043.

Proposed Climate Action Measures

(not required for
income-based projects)

- Energy Star Certification
- All electric building
- High efficiency electric heat pump
- Electrical car charging infrastructure installed in 36 garage units and 30 surface stalls
- Outdoor lighting controls with occupancy sensors

Requested Action

Adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Next Steps / Questions



[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a Multi-Family Housing Limited Property Tax Exemption with FIR GROVE QOZB, LLC (“Applicant”) and any successors in interest or assigns, and the CITY OF VANCOUVER, a Washington municipal corporation (“City”) for an 10-year Multi-Family Housing Limited Property Tax Exemption for the property located at constructed at 2902 Falk Road, Vancouver, WA. 98661 (Tax Lots 30240010, 30240150) as specifically described in Exhibit A.

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City is interested in promoting new housing units in the designated Fourth Plain residential target area in the City of Vancouver; and

RESOLUTION - 1

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (VMC), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption; and

WHEREAS, VANCOUVER WATERFRONT BLOCK 19 OWNER LLC (Applicant) is interested in receiving an 10-year limited property tax exemption for constructing 92 new multi-family residential housing units with 19 (or 20%) of the total units restricted to households earning at or less than 80% area median family income within the Fourth Plain residential target area identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed at 2902 Falk Road, Vancouver, WA. 98661 (Tax Lot 30240010, 30240150) and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

RESOLUTION - 2

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Agreement, attached hereto as Exhibit B, between the Applicant and the City of Vancouver, a Washington municipal corporation, is approved.

Section 2. The City Manager or the Manager's designee is authorized to execute the MFTE conditional certificate on behalf of the City and take any and all action necessary to enforce the terms thereof.

ADOPTED at a regular session of the Vancouver City Council this 26th day of June 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, Acting City Attorney

RESOLUTION - 3

Resolution
Exhibit A
Legal Description
1 of 2

Tax Lot 30240150

Being in a portion of the Joseph Durgan DLC and in a portion of the Northwest One Quarter of the Southeast One quarter of Section 24, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

Commencing at the Northeast corner of the Joseph Durgan DLC;

Thence North 89°11'45" West, for a distance of 3125.84 feet to a point on the Westerly Right-of-Way of Falk Road;

Thence South 22°43'16" East along said Westerly Right-of-Way line, for a distance of 81.54 feet to the **Point of Beginning**;

Thence continuing along said Westerly Right-of-Way line South 22°43'16" East, for a distance of 226.22 feet;

Thence leaving said Westerly Right-of-Way line South 67°13'42" West, for a distance of 295.04 feet;

Thence North 22°43'16" West, for a distance of 74.00 feet;

Thence South 67°15'50" West, for a distance of 84.75 feet;

Thence North 03°08'44" West, for a distance of 5.01 feet;

Thence South 74°31'56" West, for a distance of 94.69 feet;

Thence South 66°56'27" West, for a distance of 66.22 feet;

Thence South 67°02'49" West, for a distance of 77.95 feet;

Thence North 51°00'53" West, for a distance of 12.50 feet;

Thence North 21°57'12" West, for a distance of 225.97 feet;

Thence North 68°03'26" East, for a distance of 245.46 feet;

Thence South 16°32'01" East, for a distance of 104.30 feet;

Thence North 79°20'31" East, for a distance of 180.83 feet;

Thence South 22°46'18" East, for a distance of 87.00 feet;

Thence North 67°13'42" East, for a distance of 106.00 feet;

Thence North 22°43'16" West, for a distance of 135.87 feet;

Thence North 69°50'09" East, for a distance of 102.10 feet to the **Point of Beginning**;

RESOLUTION - 4

Resolution
Exhibit A
Legal Description
2 of 2

Tax Lot 30240010

Being in a portion of the Joseph Durgan DLC and in a portion of the Northwest One Quarter of the Southeast One quarter of Section 24, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

Commencing at the Northeast corner of the Joseph Durgan DLC;

Thence North 89°11'45" West, for a distance of 3125.84 feet to a point on the Westerly Right-of-Way of Falk Road and the Point of Beginning;

Thence South 22°43'16" East along said Westerly Right-of-Way line, for a distance of 81.54 feet;

Thence leaving said Westerly Right-of-Way line South 69°50'09" West, for a distance of 102.10 feet;

Thence South 22°43'16" East, for a distance of 135.87 feet;

Thence South 67°13'42" West, for a distance of 106.00 feet;

Thence North 22°46'18" West, for a distance of 87.00 feet;

Thence South 79°20'31" West, for a distance of 180.83 feet;

Thence North 16°32'01" West, for a distance of 104.30 feet;

Thence North 00°07'06" West, for a distance of 128.78 feet;

Thence North 89°48'06" East, for a distance of 350.95 feet to the Point of Beginning;

Containing 1.71 more or less acres.

Subject to and Together with Public roads, Easements and Restrictions of record.

RESOLUTION - 5

Resolution
Exhibit B
Agreement

**MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT**

THIS AGREEMENT is entered into this 26th day of June 2023, by and between FIR GROVE QOZB, LLC (“Applicant”), and the CITY OF VANCOUVER, a Washington municipal corporation (“City”) WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City adopted the Fourth Plain residential target area in the City of Vancouver to promoting new housing units; and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s Multi-Family Housing Limited Property Tax Exemption program outlining the proposed development of new multi-family residential housing to be constructed at 2902 Falk Road, Vancouver, WA. 98661 (Tax Lots 30240010, 30240150) (“Property”) within the Fourth Plain residential target area identified in Chapter 3.22 VMC; and

WHEREAS, the Applicant is interested in receiving a 10-year limited property tax exemption for constructing 92 new multi-family residential housing units with a minimum of 19 (or 20%) of the total units reserved for households earning at or less than 80% area median family income; and,

WHEREAS, income-based units may float throughout the property, however income-based units must be comparable in terms of size, features, and number of bedrooms to the remaining units in the project. The property must have the following mix of income-based units at all times during the exemption period:

- 4 two-bedroom units (20% of 2-bedroom units)
- 8 three-bedroom 2 bath units (20% of 3-bedroom 2-bath units)
- 7 three-bedroom 3 bath units (20% of 3-bedroom 3-bath units)

RESOLUTION - 6

WHEREAS, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement. In no event shall such construction provide fewer than 92 new permanent multi-family residential units.
3. The Applicant commits to renting at least twenty percent of the multi-family housing units (19 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development. The applicant agrees that the Property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
4. Applicant agrees to designate the income-based unit types with the same percentage as the overall project unit type distribution of the whole building. The property must have the following mix of income-based units at all times during the exemption period:
 - 4 two-bedroom units (20% of 2-bedroom units)
 - 8 three-bedroom 2 bath units (20% of 3-bedroom 2-bath units)
 - 7 three-bedroom 2 bath units (20% of 3-bedroom 3-bath units)
5. Applicant the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.
6. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Agreement, or within any extension thereof granted by the City.
7. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with

RESOLUTION - 7

the City's Director of Economic Prosperity and Housing ("Director") the following:

- (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the income restriction housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the total multifamily housing units as income restricted housing units to "low" and "moderate"-income households defined in RCW 84.14.010; and
 - (d) A statement that the work was completed within the required three-year period or any authorized extension.
8. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 7 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
9. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:
- (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as income-based housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
10. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 during the exemption period.
11. The applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.

RESOLUTION - 8

12. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 9 or to maintain adequate records may result in the tax exemption being canceled.
13. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
14. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
15. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors, and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).
16. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
17. This agreement is conditioned upon the receipt of mutual benefits – each of which is conditioned upon the others. Therefore, absent an amendment to this agreement, the parties agree that if any aspect of this agreement should be declared invalid by a court of competent jurisdiction, the entire agreement shall be deemed null and any Certificate of Tax Exemption that has been issued shall be canceled.
18. Applicant acknowledges the project tax liability consequences when the tax exemption period ceases or the project becomes ineligible.
19. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

RESOLUTION - 9

City of Vancouver

FIR GROVE QOZB, LLC

Eric Holmes, City Manager

Individual Name / Title

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this 26th day of June 2023, by and between FIR GROVE QOZB, LLC (“Applicant”), and the CITY OF VANCOUVER, a Washington municipal corporation (“City”) WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City adopted the Fourth Plain residential target area in the City of Vancouver to promoting new housing units; and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s Multi-Family Housing Limited Property Tax Exemption program outlining the proposed development of new multi-family residential housing to be constructed at 2902 Falk Road, Vancouver, WA. 98661 (Tax Lots 30240010, 30240150) (“Property”) within the Fourth Plain residential target area identified in Chapter 3.22 VMC; and

WHEREAS, the Applicant is interested in receiving a 10-year limited property tax exemption for constructing 92 new multi-family residential housing units with a minimum of 19 (or 20%) of the total units reserved for households earning at or less than 80% area median family income; and,

WHEREAS, income-based units may float throughout the property, however income-based units must be comparable in terms of size, features, and number of bedrooms to the remaining units in the project. The property must have the following mix of income-based units at all times during the exemption period:

- 4 two-bedroom units (20% of 2-bedroom units)
- 8 three-bedroom 2 bath units (20% of 3-bedroom 2-bath units)
- 7 three-bedroom 3 bath units (20% of 3-bedroom 3-bath units)

WHEREAS, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement. In no event shall such construction provide fewer than 92 new permanent multi-family residential units.
3. The Applicant commits to renting at least twenty percent of the multi-family housing units (19 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development. The applicant agrees that the Property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
4. Applicant agrees to designate the income-based unit types with the same percentage as the overall project unit type distribution of the whole building. The property must have the following mix of income-based units at all times during the exemption period:
 - 4 two-bedroom units (20% of 2-bedroom units)
 - 8 three-bedroom 2 bath units (20% of 3-bedroom 2-bath units)
 - 7 three-bedroom 2 bath units (20% of 3-bedroom 3-bath units)
5. Applicant the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.
6. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Agreement, or within any extension thereof granted by the City.
7. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:

- (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the income restriction housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the total multifamily housing units as income restricted housing units to “low” and “moderate”-income households defined in RCW 84.14.010; and
 - (d) A statement that the work was completed within the required three-year period or any authorized extension.
- 8. The City agrees, conditioned on the Applicant’s successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant’s filing of the materials described in Paragraph 7 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
- 9. The Applicant agrees, within 30 days following the first anniversary of the City’s filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as income-based housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
- 10. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 during the exemption period.
- 11. The applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.

12. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 9 or to maintain adequate records may result in the tax exemption being canceled.
13. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
14. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
15. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors, and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).
16. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
17. This agreement is conditioned upon the receipt of mutual benefits – each of which is conditioned upon the others. Therefore, absent an amendment to this agreement, the parties agree that if any aspect of this agreement should be declared invalid by a court of competent jurisdiction, the entire agreement shall be deemed null and any Certificate of Tax Exemption that has been issued shall be canceled.
18. Applicant acknowledges the project tax liability consequences when the tax exemption period ceases or the project becomes ineligible.
19. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

City of Vancouver

FIR GROVE QOZB, LLC

Eric Holmes, City Manager

Individual Name / Title

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Exhibit A
Legal Description
1 of 2

Tax Lot 30240150

Being in a portion of the Joseph Durgan DLC and in a portion of the Northwest One Quarter of the Southeast One quarter of Section 24, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

Commencing at the Northeast corner of the Joseph Durgan DLC;

Thence North 89°11'45" West, for a distance of 3125.84 feet to a point on the Westerly Right-of-Way of Falk Road;

Thence South 22°43'16" East along said Westerly Right-of-Way line, for a distance of 81.54 feet to the **Point of Beginning**;

Thence continuing along said Westerly Right-of-Way line South 22°43'16" East, for a distance of 226.22 feet;

Thence leaving said Westerly Right-of-Way line South 67°13'42" West, for a distance of 295.04 feet;

Thence North 22°43'16" West, for a distance of 74.00 feet;

Thence South 67°15'50" West, for a distance of 84.75 feet;

Thence North 03°08'44" West, for a distance of 5.01 feet;

Thence South 74°31'56" West, for a distance of 94.69 feet;

Thence South 66°56'27" West, for a distance of 66.22 feet;

Thence South 67°02'49" West, for a distance of 77.95 feet;

Thence North 51°00'53" West, for a distance of 12.50 feet;

Thence North 21°57'12" West, for a distance of 225.97 feet;

Thence North 68°03'26" East, for a distance of 245.46 feet;

Thence South 16°32'01" East, for a distance of 104.30 feet;

Thence North 79°20'31" East, for a distance of 180.83 feet;

Thence South 22°46'18" East, for a distance of 87.00 feet;

Thence North 67°13'42" East, for a distance of 106.00 feet;

Thence North 22°43'16" West, for a distance of 135.87 feet;

Thence North 69°50'09" East, for a distance of 102.10 feet to the **Point of Beginning**;

Exhibit A
Legal Description
2 of 2

Tax Lot 30240010

Being in a portion of the Joseph Durgan DLC and in a portion of the Northwest One Quarter of the Southeast One quarter of Section 24, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

Commencing at the Northeast corner of the Joseph Durgan DLC;

Thence North 89°11'45" West, for a distance of 3125.84 feet to a point on the Westerly Right-of-Way of Falk Road and the Point of Beginning;

Thence South 22°43'16" East along said Westerly Right-of-Way line, for a distance of 81.54 feet;

Thence leaving said Westerly Right-of-Way line South 69°50'09" West, for a distance of 102.10 feet;

Thence South 22°43'16" East, for a distance of 135.87 feet;

Thence South 67°13'42" West, for a distance of 106.00 feet;

Thence North 22°46'18" West, for a distance of 87.00 feet;

Thence South 79°20'31" West, for a distance of 180.83 feet;

Thence North 16°32'01" West, for a distance of 104.30 feet;

Thence North 00°07'06" West, for a distance of 128.78 feet;

Thence North 89°48'06" East, for a distance of 350.95 feet to the Point of Beginning;

Containing 1.71 more or less acres.

Subject to and Together with Public roads, Easements and Restrictions of record.



Staff Report: 127-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT MFTE Application- 12th and Main Apts

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City.
- The applicant is requesting an 8-year exemption for a 199-unit apartment building that includes 20,000 square feet of commercial space.
- Over the 20-year period following construction, the project (with the exemption) will generate just over \$16.1 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$2.87 million in taxes will benefit the City of Vancouver. Total estimated foregone tax revenue for all districts is \$3 million. The total estimated foregone tax revenue the City of Vancouver is \$941,000. Construction sales taxes and utility taxes will still be collected during the exemption.
- When the tax exemption period ends, the project will return to the property tax rolls as if it were new construction.

Strategic Plan Alignment

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

Goal 8, Objective 8.2: Strengthen neighborhood business districts

Present Situation

The project is located at 1201 Main Street in the VCCV residential target area. The applicant is requesting an 8-year market-rate Multi-Family Housing Limited Property Tax Exemption for a 199-unit market rate apartment building with 231 associated parking spaces. The proposed development will include studio, 1 and 2-bedroom units. The total estimated development cost is \$62 million.

Over the 20-year period following construction, the project (with the exemption) will generate just over \$16.1 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of

\$2.87 million in taxes will benefit the City of Vancouver. The total estimated foregone tax revenue for all districts is just over \$3 million. The total estimated foregone tax revenue for the City of Vancouver is \$941,000. Construction sales taxes and utility taxes will still be collected during the exemption. The development will still generate construction sales tax revenue and utility tax revenue during the exemption period.

As a market rate project, a public benefit contribution is required. The applicant is proposing to provide the public contribution through payment of \$750,849 towards future affordable housing development. The amount of the public benefit is 25% of the total forgone tax. The proposed public benefit contribution towards affordable housing fund can be used for land banking or construction of permanent affordable units where funding can leverage more and larger unit types and at deeper levels of affordability.

The project requires a development agreement and therefore falls under the City Council interim green building policy. The applicant provided a LEED score report indicating that the project is on track to meet a gold certification.

In addition, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

Advantage(s)

1. Adds 199 new multi-family units in the VCCV residential target area.
2. Provides \$750,849 funding leverage for other affordable housing projects.
3. Redevelops underutilized land.

Disadvantage(s)

1. Foregone tax revenue for all districts is estimated at \$3,003,000.
2. Foregone tax revenue specific to the City of Vancouver is estimated at \$941,000.

Budget Impact

Although the structure portion of the property taxes will be exempt for 8 years, the City will still receive taxes from the land value and other additional revenues from the development including sales tax, permit fees, and system development charges. There will be a small incremental increase in demand for public services during the 8-year exemption period without associated tax revenues. Following the 8-year exemption period, the properties will return to the tax base as new construction and the City and other taxing districts will begin receiving the structural portion of the property taxes.

Prior Council Review

Council briefing memo dated June 16, 2023.

Action Requested

On June 26, 2023, following a public hearing, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

ATTACHMENTS:

- ▣ 12th and Main MFTE Presentation
- ▣ 12th and Main MFTE Resolution
- ▣ 12th and Main MFTE Development Agreement

12th and Main Apartments MFTE Certificate

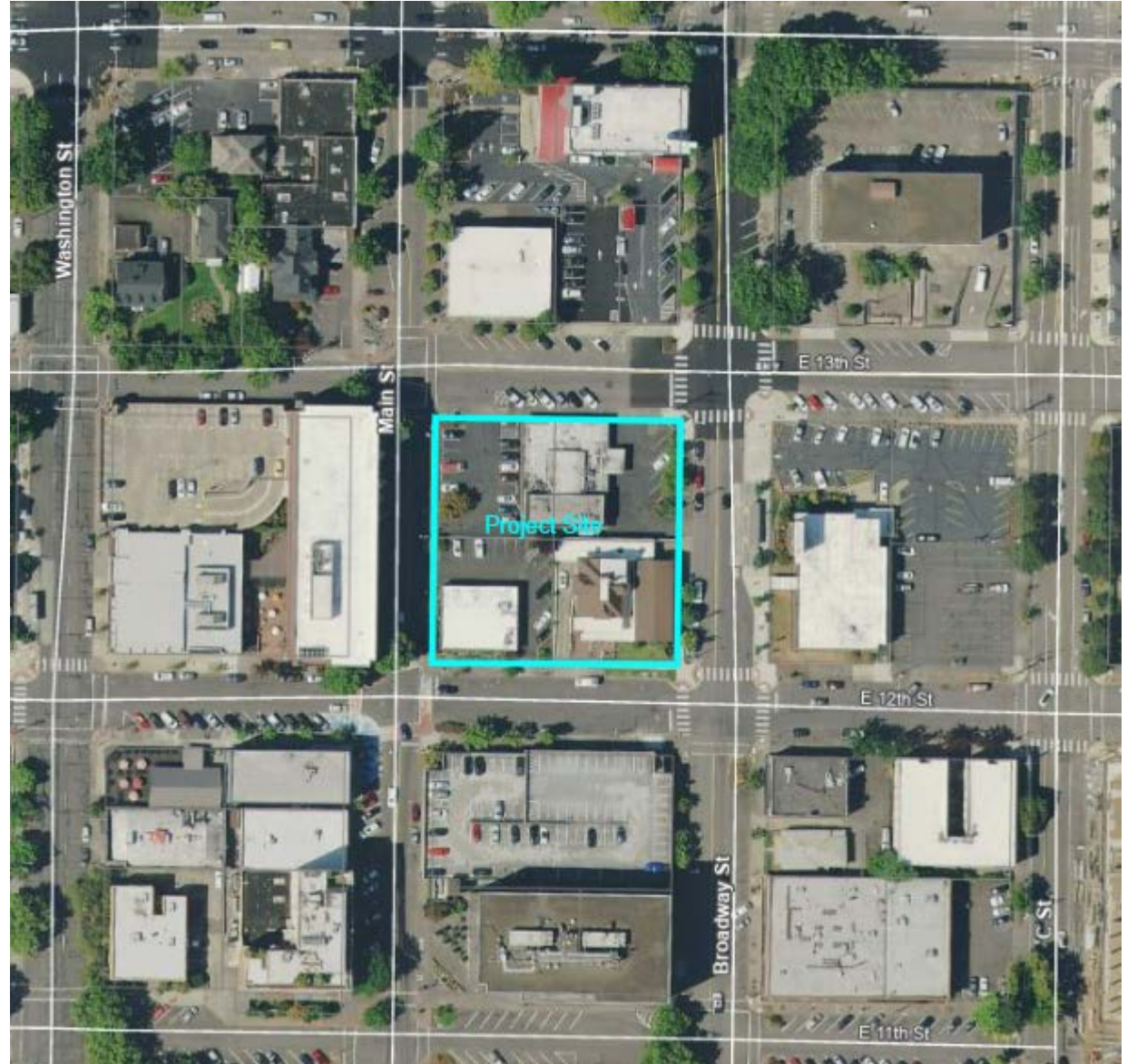
June 26th, 2023
City Council Public Hearing



Bryan Monroe
Associate Planner
Economic Prosperity and Housing

Presentation Overview

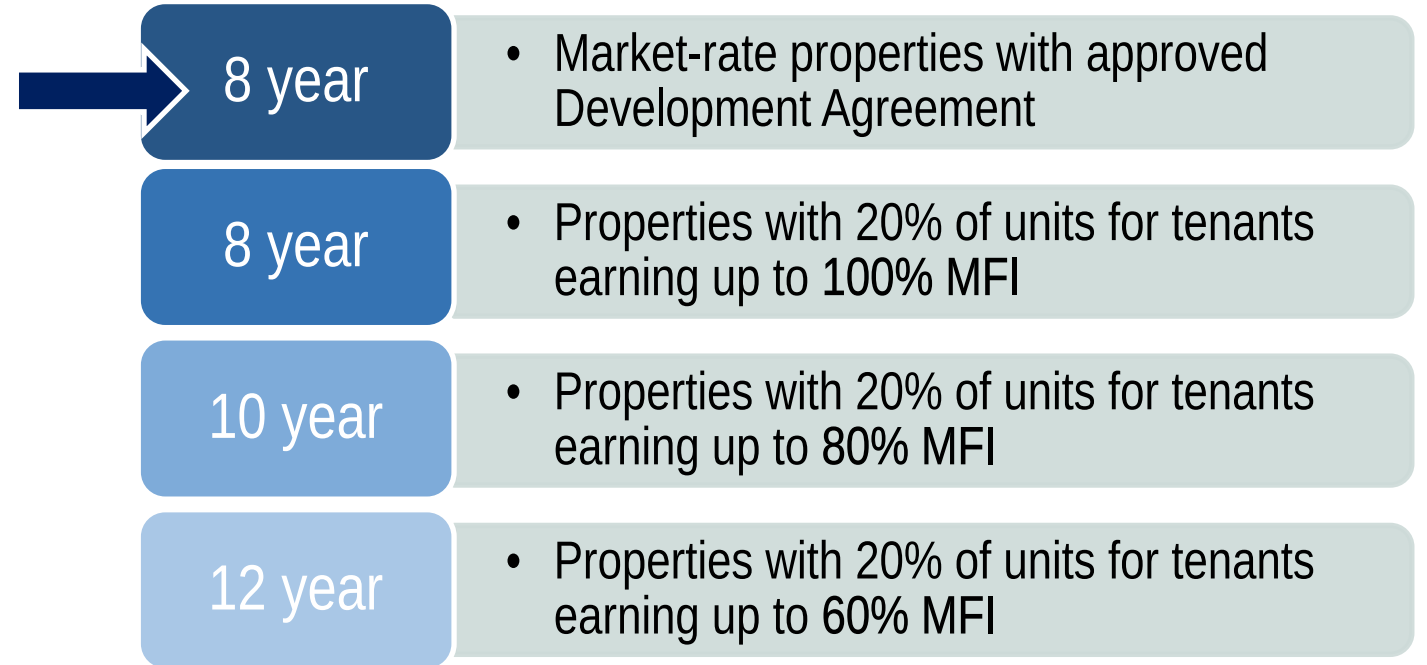
- Exemption Option
- Project Details
- Tax Summary
- Public Benefit
- Green Building Policy



Market Rate Option

Market Rate Projects require:

- Development Agreement
- Public Benefit Contribution
- Green Building Measures
- Annual monitoring



Project Details

- 7 stories
- 199 total units
- Studio, 1-bd, 2-bd units
- 231 parking spaces
- 20,000 s.f. commercial



12th and Main MFTE— 3

Tax Summary

	All taxing districts	City of Vancouver
Net Present value of future tax revenue ¹	\$16,186,000	\$2,868,000
Cost value of Public Benefit Enhanced improvements	-	\$750,849
Subtotal	\$16,186,000	\$5,082,000
Net present value of “foregone” tax revenue (8 years)	(\$3,003,000)	(\$941,000)
NET PRESENT 20 YEAR BENEFIT	\$13,183,000	\$2,677,877

¹ Estimated at 20 years

Estimated annual taxes 1st year of exemption \$613,000

Estimated annual taxes the year exemption expires \$2,332,000

Public Benefit

- Waterfront park and street infrastructure amenities abutting the site are already completed.
- Applicant is therefore proposing to contribute \$750,849 towards the Vancouver Affordable Housing Fund. (25% of estimated forgone taxes).
- Proposed funding can leverage more and larger unit types and at deeper levels of affordability lasting longer than 8 years.

Green Building Policy

Preliminary scorecard indicates project will meet/exceed LEED gold standard.

- All electric building
- 20 installed EV chargers
- 20 infrastructure ready stalls.
- Energy Star Appliances
- Efficient Mini-Split Heat Pumps
- LED Lighting
- Solar Ready
- Located on the Vine transit line

Unit Detail

HUD 100% MFI for a 2-person household is \$91,520



Market Rate Units			
Type	Av. Size	Units	Rent
Studio	435	24	\$1,595
1 Bedroom /1 bath	728	184	\$1,995
2 Bedroom / 2 bath	1080	55	\$2,847

Requested Action

Adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Next Steps / Questions



[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a development agreement with DST 150, LLC for an 8-year limited property tax exemption for market rate housing with a public benefit contribution, and green building elements, for the property located at 1201 Main Street , Vancouver, WA 98660 (Exhibit A).

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family rental housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City is interested in promoting new rental housing in the VCCV subarea in the City of Vancouver; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, DST 150, LLC (Applicant) is interested in receiving a limited property tax exemption for constructing 199 units of new, multifamily, market-rate rental housing within the

RESOLUTION - 1

VCCV subarea, which is a designated “Residential Target Area” identified in Chapter 3.22 VMC;
and,

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining a proposed development of new multi-family rental housing, with green building elements, and a proposed public benefit contribution to be constructed on property located at 1201 Main Street, Vancouver, WA 98660 (Property), tax lots 39540000, 39530000, 39560000, 39550000; and

WHEREAS, the City has determined that the Applicant’s proposed public benefit outlined in the Development Agreement (Exhibit B) will satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit B between DST 150, LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the Agreement attached hereto as Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 26th day of June, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 2

Resolution
Exhibit A
Legal Description

Tax lot 39530000

Lots 1 & 2, of Block 54, EAST VANCOUVER, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington.

Tax lot 39540000

Lots 3 & 4, of Block 54, EAST VANCOUVER, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington.

Tax Lot 39550000

Lot(s) 5 and 6, Block 54, EAST VANCOUVER, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington.

Tax Lot 39560000

Lots 7 and 8, Block 54, City of Vancouver (aka East Vancouver), according to the plat thereof recorded in Volume 'C' of Plats, page 70, records of Clark County, Washington.

RESOLUTION - 3

Resolution
Exhibit B
Agreement

**DEVELOPMENT AGREEMENT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION**

THIS AGREEMENT is entered into this 26th day of June 2023, by and between DST 150 LLC (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Vancouver City Council proposed an interim climate action policy requiring all projects subject to a development agreement to meet certain green building methods; and,

WHEREAS, the applicant has committed to the City’s green building policy by constructing a building meeting LEED gold status criteria.

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Vancouver City Center Vision Subarea, which is a designated Residential Target Area identified in Chapter 3.22 VMC, and

RESOLUTION - 4

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property described in the legal description in Exhibit A (Property) for an 8-year market rate tax exemption providing green building measures, and a public benefit contribution through funding for future affordable housing development activities to be determined by the City of Vancouver.

WHEREAS, the City has determined that the Applicant's payment of \$750,849 to the City for the development of affordable housing development (equal to 25% of the estimated forgone tax from the exemption), paid prior to the issuance of the final tax exemption certificate, will satisfy the public benefit requirement for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. Applicant agrees to pay, and City agrees to accept, a \$750,849 payment to fund affordable housing activities in the City of Vancouver to satisfy the public benefit requirements for this project. The public benefit contribution shall be paid prior to the issuance of the final tax exemption certificate. The City of Vancouver shall determine the distribution of the public benefit contribution funding. The public benefit contribution provided by the applicant for this project is set forth in Exhibit B attached hereto (the "Public Benefits").
3. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than 199 new permanent multi-family residential units.
4. The applicant agrees to construct the building to LEED Gold level criterion to meet the City's interim green building policy.
5. The Applicant agrees to complete construction of the agreed upon Property improvements and provide the public benefit contribution (Exhibit B) within three years from the date the City issues the Conditional Certificate of Tax Exemption, or within any extension thereof granted by the City.

RESOLUTION - 5

6. The Applicant agrees, upon completion of the building improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
7. The City agrees, conditioned on the Applicant's successful completion of the Property improvements and payment of the public benefit contribution in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
8. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
9. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 during the exemption period.
10. The applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
11. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.
12. If the Applicant converts the multi-family residential housing units constructed under this Agreement to another use, the Applicant shall notify the Clark County

RESOLUTION - 6

Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.

13. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
14. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
15. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
16. This agreement is conditioned upon the receipt of mutual benefits – each of which is conditioned upon the others. Therefore, absent an amendment to this agreement, the parties agree that if any aspect of this agreement should be declared invalid by a court of competent jurisdiction, the entire agreement shall be deemed null and any Certificate of Tax Exemption that has been issued shall be canceled.
17. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

DST 150, LLC

Eric Holmes, City Manager

Scott Melton, Chief Real Estate Officer

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 7

Development Agreement
EXHIBIT A
LEGAL DESCRIPTION

Tax lot 39530000

Lots 1 & 2, of Block 54, EAST VANCOUVER, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington.

Tax lot 39540000

Lots 3 & 4, of Block 54, EAST VANCOUVER, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington.

Tax Lot 39550000

Lot(s) 5 and 6, Block 54, EAST VANCOUVER, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington.

Tax Lot 39560000

Lots 7 and 8, Block 54, City of Vancouver (aka East Vancouver), according to the plat thereof recorded in Volume 'C' of Plats, page 70, records of Clark County, Washington.

RESOLUTION - 8

Development Agreement
EXHIBIT B
PUBLIC IMPROVEMENTS

1. Prior to the issuance of the final certificate of tax exemption, the Applicant shall provide funding to the City for affordable housing development activities to be determined by the City in an amount of no less than \$750,849 (25% of the expected forgone tax exemption).

RESOLUTION - 9

**DEVELOPMENT AGREEMENT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION**

THIS AGREEMENT is entered into this 26th day of June 2023, by and between DST 150 LLC (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Vancouver City Council proposed an interim climate action policy requiring all projects subject to a development agreement to meet certain green building methods; and,

WHEREAS, the applicant has committed to the City’s green building policy by constructing a building meeting LEED gold status criteria.

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Vancouver City Center Vision Subarea, which is a designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property described in the legal description in Exhibit A (Property) for an 8-year market rate tax exemption providing green building measures, and a public benefit contribution through funding for future affordable housing development activities to be determined by the City of Vancouver.

WHEREAS, the City has determined that the Applicant's payment of \$750,849 to the City for the development of affordable housing development (equal to 25% of the estimated forgone tax from the exemption), paid prior to the issuance of the final tax exemption certificate, will satisfy the public benefit requirement for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. Applicant agrees to pay, and City agrees to accept, a \$750,849 payment to fund affordable housing activities in the City of Vancouver to satisfy the public benefit requirements for this project. The public benefit contribution shall be paid prior to the issuance of the final tax exemption certificate. The City of Vancouver shall determine the distribution of the public benefit contribution funding. The public benefit contribution provided by the applicant for this project is set forth in Exhibit B attached hereto (the "Public Benefits").
3. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than 199 new permanent multi-family residential units.
4. The applicant agrees to construct the building to LEED Gold level criterion to meet the City's interim green building policy.
5. The Applicant agrees to complete construction of the agreed upon Property improvements and provide the public benefit contribution (Exhibit B) within three years from the date the City issues the Conditional Certificate of Tax Exemption, or within any extension thereof granted by the City.

6. The Applicant agrees, upon completion of the building improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
7. The City agrees, conditioned on the Applicant's successful completion of the Property improvements and payment of the public benefit contribution in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
8. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
9. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 during the exemption period.
10. The applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
11. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.

12. If the Applicant converts the multi-family residential housing units constructed under this Agreement to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.
13. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
14. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
15. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
16. This agreement is conditioned upon the receipt of mutual benefits – each of which is conditioned upon the others. Therefore, absent an amendment to this agreement, the parties agree that if any aspect of this agreement should be declared invalid by a court of competent jurisdiction, the entire agreement shall be deemed null and any Certificate of Tax Exemption that has been issued shall be canceled.
17. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

DST 150, LLC

Eric Holmes, City Manager

Scott Melton, Chief Real Estate Officer

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Development Agreement
EXHIBIT A
LEGAL DESCRIPTION

Tax lot 39530000

Lots 1 & 2, of Block 54, EAST VANCOUVER, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington.

Tax lot 39540000

Lots 3 & 4, of Block 54, EAST VANCOUVER, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington.

Tax Lot 39550000

Lot(s) 5 and 6, Block 54, EAST VANCOUVER, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington.

Tax Lot 39560000

Lots 7 and 8, Block 54, City of Vancouver (aka East Vancouver), according to the plat thereof recorded in Volume 'C' of Plats, page 70, records of Clark County, Washington.

Development Agreement
EXHIBIT B
PUBLIC IMPROVEMENTS

1. Prior to the issuance of the final certificate of tax exemption, the Applicant shall provide funding to the City for affordable housing development activities to be determined by the City in an amount of no less than \$750,849 (25% of the expected forgone tax exemption).



Staff Report: 128-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT MFTE Application-Waterfront Block 11 Apts

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City.
- The applicant is requesting an 8-year exemption for a 220-unit market rate apartment building.
- Over the 20-year period following construction, the project (with the exemption) will generate more than \$18 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). Of that total, \$3.17 million will benefit the City of Vancouver. The total estimated foregone tax revenue for all districts during the exemption is \$4.27 million. Of that amount the forgone taxes specific to the City of Vancouver would be \$1.42 million. Land value and commercial structure property taxes and unit utility taxes will still be collected during the exemption.
- When the tax exemption period ends, the project will return to the property tax rolls as if it were new construction.
- Applicant will provide \$1,067,500 in funding for the public contribution to be applied by the City for future affordable housing activities that may be used to leverage additional affordable housing development beyond the 8-year limited exemption period.
- Project to meet LEED gold status.

Strategic Plan Alignment

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

Goal 8, Objective 8.2: Strengthen neighborhood business districts

Present Situation

The project is located on the Vancouver waterfront at 800 Waterfront Way. The applicant is requesting an 8-year multi-family housing limited property tax exemption for a market rate housing. The project is an eight-story, 220-unit apartment building with 13,250 square feet of commercial

space and 217 associated parking spaces. The proposed development will include studio, one, two, and three-bedroom units. The total estimated development cost is \$128 million.

Over the 20-year period following construction, the project (with the exemption) will generate over \$18 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$3.17 million in taxes will directly benefit the City of Vancouver. Total estimated foregone tax revenue for all districts during the exemption is \$4.27 million. The forgone taxes specific to the City of Vancouver during the exemption would be \$1.42 million. Land value property taxes and per unit utility taxes will still be collected during the exemption. It is also anticipated that new residents will support downtown businesses during and after the exemption period.

As a market rate project, a public benefit contribution with a value equal to \$1,067,500 (25% of the estimated foregone tax amount) is required. The applicant is proposing to satisfy the public benefit contribution by providing funding towards future affordable housing investments to be determined by the City of Vancouver. The proposed public benefit contribution for future affordable housing activities can be used for land banking or construction of permanent affordable units where funding can leverage more units and larger unit types and at deeper levels of affordability. The public benefit contribution payment amount will be required prior to issuing the final tax certificate. The advantage of this funding is also likely to last longer than the duration of the limited 8-year tax exemption.

The project requires a development agreement and therefore also falls under the City interim green building policy. Per the applicant's consultant the building is being constructed to exceed the minimum LEED gold score. The City green policy staff have reviewed the applicant's LEED summary indicating that the project satisfies the City's green building policy.

Advantage(s)

1. Adds 220 new multi-family units in the Vancouver City Center Vision residential target area.
2. Property will provide more in property taxes during the exemption than a vacant parcel.
3. Building will meet LEED gold status for using environmental design methods.
4. Provides \$1,067,500 in funding for future affordable housing activities.

Disadvantage(s)

1. Foregone tax revenue for all districts due to exemption is estimated at \$4.27 million.
2. Foregone tax revenue specific to the City of Vancouver due to exemption is estimated at \$1.42 million.

Budget Impact

The residential structure portion of the property taxes will be exempt for 8 years, however the City will still receive taxes from the land value and other additional revenues from the development including sales tax, permit fees, and system development charges and impact fees. There will be a small incremental increase in demand for public services during the 8-year exemption period without full associated tax revenues. Following the 8-year exemption period, the properties will return to the tax base as new construction and the City and other taxing districts will begin receiving the residential portion of the property taxes.

Prior Council Review

Council briefing Memo dated June 16, 2023.

Action Requested

On June 26, 2023, following a public hearing, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

ATTACHMENTS:

- ▢ Waterfront Block 11 MFTE Presentation
- ▢ Waterfront Block 11 MFTE Resolution
- ▢ Waterfront Block 11 MFTE Development Agreement

Block 11 Apartments MFTE Certificate

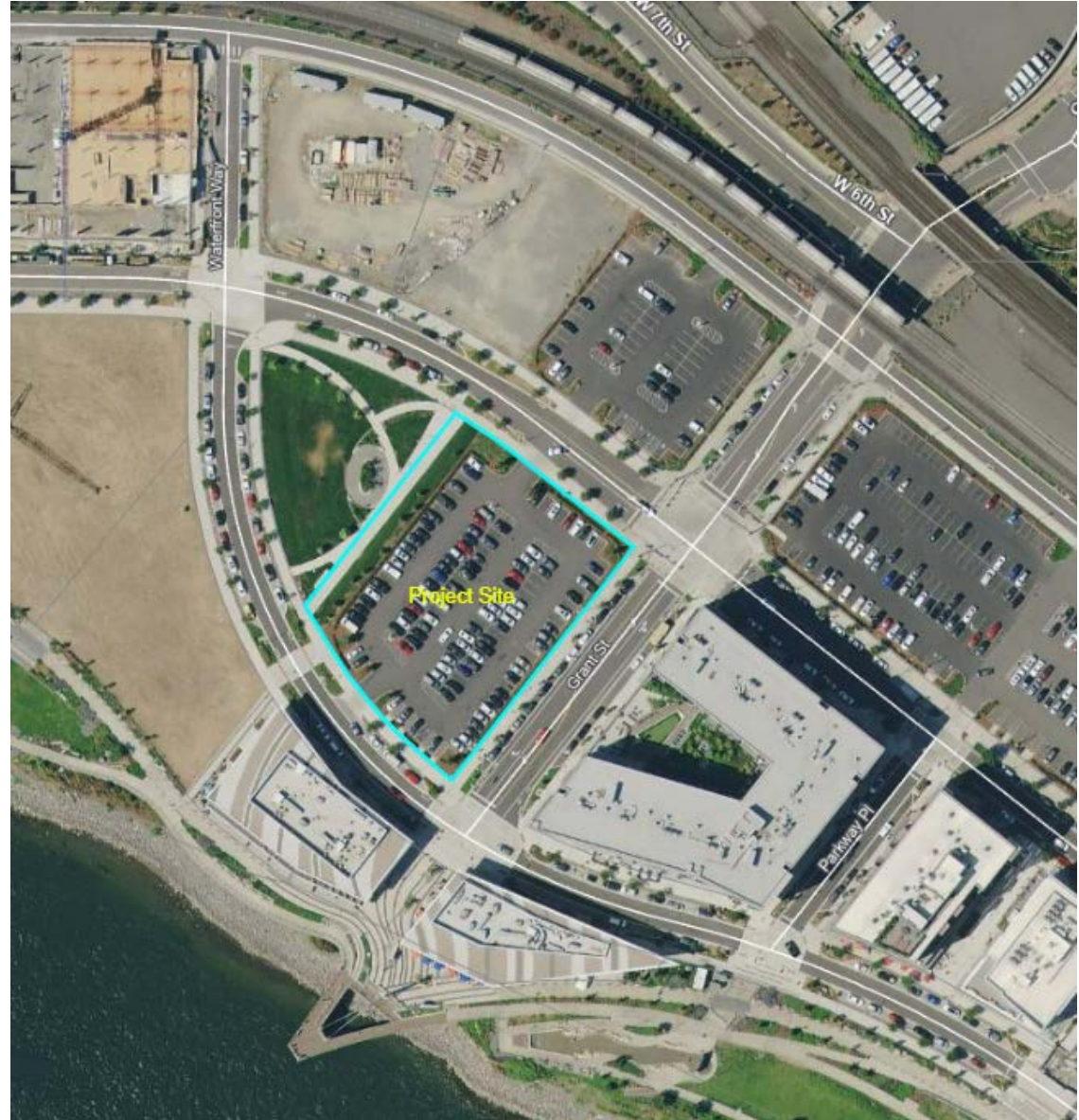
June 26, 2023
City Council Public Hearing



Bryan Monroe
Associate Planner
Economic Prosperity and Housing

Presentation Overview

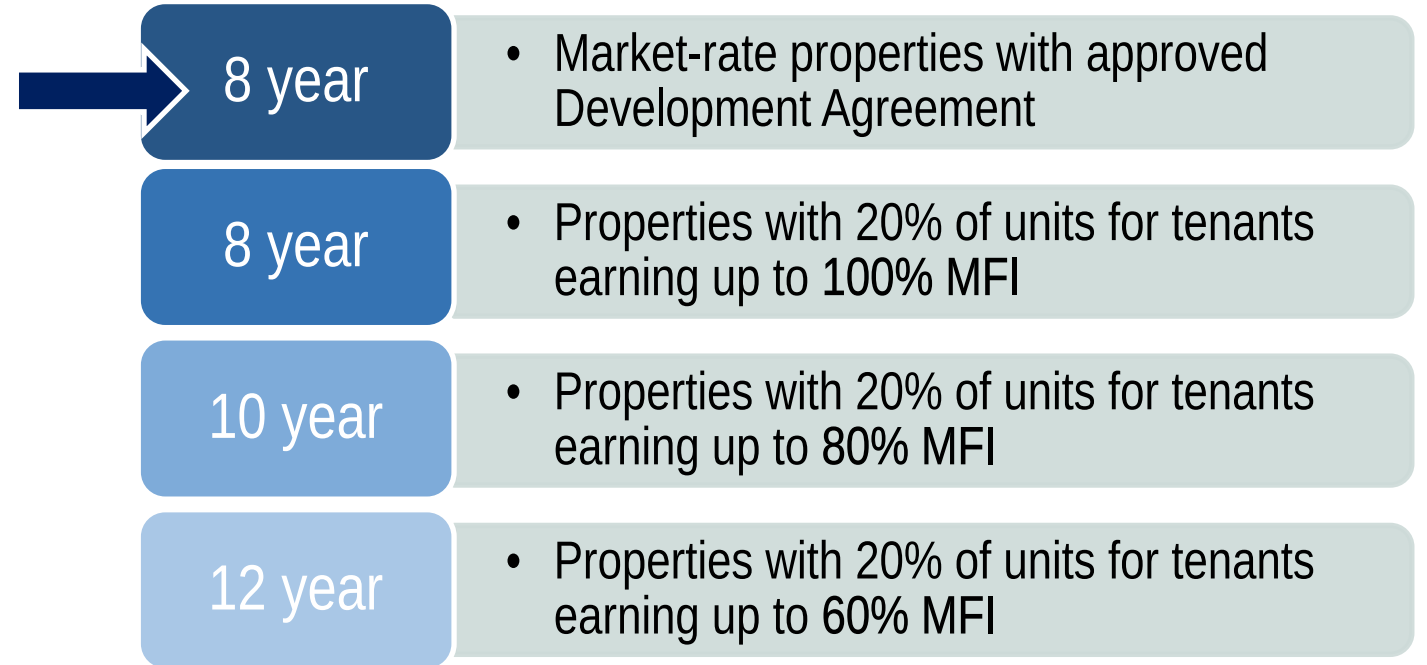
- Exemption Option
- Project Details
- Tax Summary
- Public Benefit
- Green Building Policy



Market Rate Option

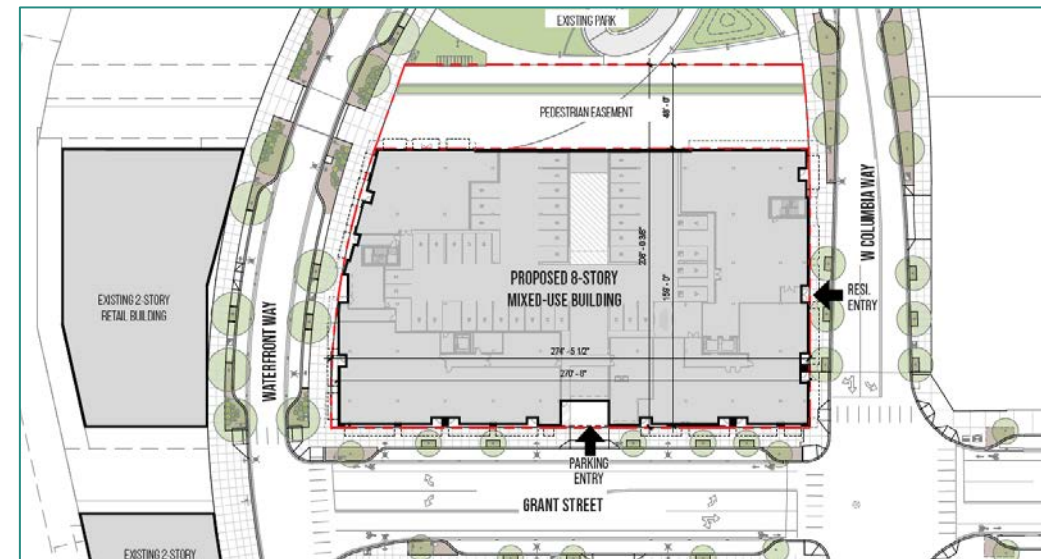
Market Rate Projects require:

- Development Agreement
- Public Benefit Contribution
- Green Building Measures
- Annual monitoring



Project Details

- Waterfront Block 11
- 8 stories
- 220 total units
- Studio, 1-bd, 2-bd 3-bd
- 217 parking spaces
- 13,250 s.f. commercial



Tax Summary

	All taxing districts	City of Vancouver
Net Present value of future tax revenue ¹	\$18,031,000	\$3,176,000
Cost value of Public Benefit Enhanced improvements	-	\$1,067,500
Subtotal	\$18,031,000	\$4,243,500
Net present value of “foregone” tax revenue (8 years)	(4,270,000)	(\$1,421,000)
NET PRESENT 20 YEAR BENEFIT	\$13,761,000	\$2,822,500

¹ Estimated at 20 years

Pre-construction annual taxes \$82,395

Estimated annual taxes during exemption period \$842,239

Estimated annual taxes the year exemption expires \$1,595,000

Public Benefit

- Waterfront park and amenities are located 1 block to the south. Street infrastructure on three sides of the site are already completed.
- Applicant is proposing to contribute \$1,067,750 towards future affordable housing activities (25% of estimated forgone taxes).
- Proposed public contribution funding can leverage more and larger unit types and at deeper levels of affordability lasting longer than 8 years.

Green Building Policy



Project on track to meet LEED gold standard.

Notable measures include:

- All electric building is being pursued with the possible exception of potential restaurant tenant cooking facilities, pool heating, and back up generators.
- All Energy-Star appliances
- Enhanced air quality management
- 10% EV spaces installed with an additional 25% EV-ready spaces
- Entering into renewable energy purchase agreements
- Contributions towards Columbia River habitat restoration

WF Block 11 MFTE— 6

Unit Detail

HUD 100% MFI for a 2-person household is \$85,200



Market Rate Units			
Type	Av. Size	Units	Rent
Studio	604	7	\$1,950
Jr. 1 Bd / 1 Bath	629	42	\$2,050
1 Bd / 1 Bath	770	92	\$2,400
2 Bedroom / 2 bath	1158	47	\$4,000
3 Bedroom / 2 bath	1332	32	\$4,700

Requested Action

Adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Next Steps / Questions



6-26-2023

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a development agreement with HOLLAND ACQUISITION CO., LLC for an 8-year limited property tax exemption for market rate housing, providing a public benefit contribution, and green building elements, for the property located at 800 Waterfront Way, Vancouver, WA 98660 (Exhibit A).

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family rental housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City is interested in promoting new rental housing in the VCCV subarea in the City of Vancouver; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, HOLLAND ACQUISITION CO., LLC (Applicant) is interested in receiving a limited property tax exemption for constructing 220 units of new, multifamily,

**MULTI-FAMILY HOUSING LIMITED PROPERTY
TAX EXEMPTION AGREEMENT
WATERFRONT BLOCK 11 MFTE- 8 YEAR EXEMPTION – 1**

market-rate rental housing within the VCCV subarea, which is a designated “Residential Target Area” identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining a proposed development of new multi-family rental housing, with green building elements, and a proposed public benefit contribution to be constructed on property located at 800 Waterfront Way, Vancouver, WA 98660, tax lot 986041175 (Property); and

WHEREAS, the City has determined that the Applicant’s proposed public benefit outlined in the Development Agreement (Exhibit B) will satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit B between Holland Acquisition Co., LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the Agreement attached hereto as Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 26th day of June 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

**MULTI-FAMILY HOUSING LIMITED PROPERTY
TAX EXEMPTION AGREEMENT
WATERFRONT BLOCK 11 MFTE- 8 YEAR EXEMPTION – 2
Error! Unknown document property name.**

Resolution
Exhibit A
Legal Description

Tax lot 986041175

Block 11 of the Vancouver Waterfront Plat recorded in Book 311 Page 865 of plats, records of Clark County Washington. Located in the SW 1/4, S27, T2N, R1E WM.

**MULTI-FAMILY HOUSING LIMITED PROPERTY
TAX EXEMPTION AGREEMENT
WATERFRONT BLOCK 11 MFTE- 8 YEAR EXEMPTION – 3
Error! Unknown document property name.**

Resolution
Exhibit B
Agreement

**DEVELOPMENT AGREEMENT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION**

THIS AGREEMENT is entered into this ____ day of _____, 2023, by and between Holland Acquisition Co., LLC, a Washington limited liability company (or its assigns) (hereinafter referred to as “Applicant”), Columbia Waterfront LLC, a Washington limited liability company (or its assigns) (hereinafter referred to as “Owner”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, Applicant, as purchaser, and Columbia Waterfront LLC, a Washington limited liability company, as seller, are parties to that certain Purchase and Sale Agreement dated November 11, 2022 (as amended, the “Purchase Agreement”) pursuant to which Columbia Waterfront LLC has agreed to sell to Applicant the parcel of land known as Block 11 located at The Waterfront Vancouver USA project, and

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Vancouver City Council proposed an interim climate action policy requiring all projects subject to a development agreement to meet certain green building methods; and,

**MULTI-FAMILY HOUSING LIMITED PROPERTY
TAX EXEMPTION AGREEMENT
WATERFRONT BLOCK 11 MFTE- 8 YEAR EXEMPTION – 4
Error! Unknown document property name.**

WHEREAS, the applicant has committed to the City's green building policy by constructing a building meeting LEED gold status or equivalent rating criterion.

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Vancouver City Center Vision Subarea, which is a designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property described in the legal description in Exhibit A (Property) for an 8-year market rate tax exemption providing public benefit contribution through funding for future affordable housing development.

WHEREAS, the City has determined that the Applicant's contribution towards affordable housing development (equal to \$1,067,500 25% of the estimated forgone tax from the exemption), paid prior to the issuance of the final tax exemption certificate, will satisfy the public benefit requirement for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption. The effective date of the Conditional Certificate shall be the date of City Council approval of this Agreement.
2. The City has determined that the Applicant provides a public benefit in the form of funding towards affordable housing development equal to \$1,067,500 (25% of the estimated forgone tax from the exemption) paid prior to the issuance of the final tax exemption certificate and agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption for a period of eight (8) years in accordance with VMC 3.22.040 (the "Conditional Certificate"). The public benefit contribution provided by the Applicant for this project are set forth in Exhibit B attached hereto (the "Public Benefits").
3. The Applicant agrees to construct on the Property multi-family residential housing in material conformance with the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than 220 new permanent multi-family residential units.
4. The Applicant agrees to construct the building to LEED Gold level or equivalent rating criterion to meet the City's interim green building policy.

**MULTI-FAMILY HOUSING LIMITED PROPERTY
TAX EXEMPTION AGREEMENT
WATERFRONT BLOCK 11 MFTE- 8 YEAR EXEMPTION – 5
Error! Unknown document property name.**

5. The Applicant agrees to complete construction of the agreed upon Property improvements and provide the public benefit contribution (Exhibit B) within three years from the date the City issues the Conditional Certificate of Tax Exemption, or within any extension thereof granted by the City. "Completion" means that the City has issued a temporary or permanent certificate of occupancy authorizing occupancy of the residential units in the Project and that the core and shell of the retail portions of the Project are ready for construction of tenant improvements.
6. The Applicant agrees, upon Completion of the building improvements (as defined above) to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
7. The City agrees, conditioned on the Applicant's successful Completion of the Property improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
8. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
9. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
10. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.

11. If the Applicant converts the multi-family residential housing units constructed under this Agreement to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.
12. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
15. This agreement is conditioned upon the receipt of mutual benefits – each of which is conditioned upon the others. Therefore, absent an amendment to this agreement, the parties agree that if any aspect of this agreement should be declared invalid by a court of competent jurisdiction, the entire agreement and any Tax Exemption Certificate that has been issued shall be deemed null and void.
16. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.
17. Prior to closing under the Purchase Agreement, Applicant may assign the rights under this Agreement, without the City's prior written consent, to one or more affiliates of Applicant or a limited liability company or other entity formed by Applicant. Such assignee(s) shall be the party(ies) obligated to purchase the Property under the Purchase Agreement.
18. This Agreement will terminate automatically if Applicant or its affiliate has not taken title to the Property by December 31, 2025. This Agreement may also be terminated by Owner or Applicant at any time in the event the Purchase Agreement is terminated. In the event of such termination, City agrees to sign (and record if necessary to remove this Agreement and any related agreements of record from title) a quitclaim or memorandum of termination confirming that this agreement has been terminated.
19. Owner joins in this Agreement for the limited purposes of becoming and being bound by and entitled to enforce Section 14, Section 18 and this

**MULTI-FAMILY HOUSING LIMITED PROPERTY
TAX EXEMPTION AGREEMENT
WATERFRONT BLOCK 11 MFTE- 8 YEAR EXEMPTION – 7
Error! Unknown document property name.**

Section 19. City and Applicant acknowledge that Owner shall have no obligations or liabilities related to this Development Agreement. None of the duties or obligations of any party under this Agreement shall in any way or in any manner be deemed to create any rights in any person or entity other than the parties hereto.

[Signature Page Follows]

CITY OF VANCOUVER

Holland Acquisition Co., LLC,
a Washington limited liability company

By: Holland Partner Group Management, Inc.,
a Delaware corporation, its Manager

Eric Holmes, City Manager

Thomas D. Warren,
President, Development Division

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

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Development Agreement
EXHIBIT A
LEGAL DESCRIPTION

Tax lot 986041175

Block 11 of the Vancouver Waterfront Plat recorded in Book 311 Page 865 of plats, records of Clark County Washington. Located in the SW 1/4, S27, T2N, R1E WM.

RESOLUTION - 10

Development Agreement
EXHIBIT B
PUBLIC IMPROVEMENTS

1. Prior to the issuance of the final certificate of tax exemption, the Applicant shall provide funding for affordable housing development activities to be determined by the City of Vancouver in an amount of no less than \$1,067,500 (25% of the expected forgone tax exemption).

RESOLUTION - 11

**DEVELOPMENT AGREEMENT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION**

THIS AGREEMENT is entered into this ____ day of _____, 2023, by and between Holland Acquisition Co., LLC, a Washington limited liability company (or its assigns) (hereinafter referred to as “Applicant”), Columbia Waterfront LLC, a Washington limited liability company (or its assigns) (hereinafter referred to as “Owner”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, Applicant, as purchaser, and Columbia Waterfront LLC, a Washington limited liability company, as seller, are parties to that certain Purchase and Sale Agreement dated November 11, 2022 (as amended, the “Purchase Agreement”) pursuant to which Columbia Waterfront LLC has agreed to sell to Applicant the parcel of land known as Block 11 located at The Waterfront Vancouver USA project, and

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Vancouver City Council proposed an interim climate action policy requiring all projects subject to a development agreement to meet certain green building methods; and,

WHEREAS, the applicant has committed to the City’s green building policy by constructing a building meeting LEED gold status or equivalent rating criterion.

**MULTI-FAMILY HOUSING LIMITED PROPERTY
TAX EXEMPTION AGREEMENT
WATERFRONT BLOCK 11 MFTE- 8 YEAR EXEMPTION – 1**

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Vancouver City Center Vision Subarea, which is a designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property described in the legal description in Exhibit A (Property) for an 8-year market rate tax exemption providing public benefit contribution through funding for future affordable housing development.

WHEREAS, the City has determined that the Applicant's contribution towards affordable housing development (equal to \$1,067,500 25% of the estimated forgone tax from the exemption), paid prior to the issuance of the final tax exemption certificate, will satisfy the public benefit requirement for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption. The effective date of the Conditional Certificate shall be the date of City Council approval of this Agreement.
2. The City has determined that the Applicant provides a public benefit in the form of funding towards affordable housing development equal to \$1,067,500 (25% of the estimated forgone tax from the exemption) paid prior to the issuance of the final tax exemption certificate and agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption for a period of eight (8) years in accordance with VMC 3.22.040 (the "Conditional Certificate"). The public benefit contribution provided by the Applicant for this project are set forth in Exhibit B attached hereto (the "Public Benefits").
3. The Applicant agrees to construct on the Property multi-family residential housing in material conformance with the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than 220 new permanent multi-family residential units.
4. The Applicant agrees to construct the building to LEED Gold level or equivalent rating criterion to meet the City's interim green building policy.
5. The Applicant agrees to complete construction of the agreed upon Property improvements and provide the public benefit contribution (Exhibit B) within three years from the date the City issues the Conditional Certificate of Tax Exemption, or within any extension thereof granted by the City.

“Completion” means that the City has issued a temporary or permanent certificate of occupancy authorizing occupancy of the residential units in the Project and that the core and shell of the retail portions of the Project are ready for construction of tenant improvements.

6. The Applicant agrees, upon Completion of the building improvements (as defined above) to file with the City’s Director of Community Development (“Director”) the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
7. The City agrees, conditioned on the Applicant’s successful Completion of the Property improvements in accordance with the terms of this Agreement and on the Applicant’s filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
8. The Applicant agrees, within 30 days following the first anniversary of the City’s filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
9. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
10. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.
11. If the Applicant converts the multi-family residential housing units constructed under this Agreement to another use, the Applicant shall notify

the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.

12. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
15. This agreement is conditioned upon the receipt of mutual benefits – each of which is conditioned upon the others. Therefore, absent an amendment to this agreement, the parties agree that if any aspect of this agreement should be declared invalid by a court of competent jurisdiction, the entire agreement and any Tax Exemption Certificate that has been issued shall be deemed null and void.
16. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.
17. Prior to closing under the Purchase Agreement, Applicant may assign the rights under this Agreement, without the City's prior written consent, to one or more affiliates of Applicant or a limited liability company or other entity formed by Applicant. Such assignee(s) shall be the party(ies) obligated to purchase the Property under the Purchase Agreement.
18. This Agreement will terminate automatically if Applicant or its affiliate has not taken title to the Property by December 31, 2025. This Agreement may also be terminated by Owner or Applicant at any time in the event the Purchase Agreement is terminated. In the event of such termination, City agrees to sign (and record if necessary to remove this Agreement and any related agreements of record from title) a quitclaim or memorandum of termination confirming that this agreement has been terminated.
19. Owner joins in this Agreement for the limited purposes of becoming and being bound by and entitled to enforce Section 14, Section 18 and this Section 19. City and Applicant acknowledge that Owner shall have no obligations or liabilities related to this Development Agreement. None of the duties or obligations of any party under this Agreement shall in any way

or in any manner be deemed to create any rights in any person or entity other than the parties hereto.

[Signature Page Follows]

CITY OF VANCOUVER

Holland Acquisition Co., LLC,
a Washington limited liability company

By: Holland Partner Group Management, Inc.,
a Delaware corporation, its Manager

Eric Holmes, City Manager

Thomas D. Warren,
President, Development Division

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

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Development Agreement
EXHIBIT A
LEGAL DESCRIPTION

Tax lot 986041175

Block 11 of the Vancouver Waterfront Plat recorded in Book 311 Page 865 of plats, records of Clark County Washington. Located in the SW 1/4, S27, T2N, R1E WM.

Development Agreement
EXHIBIT B
PUBLIC IMPROVEMENTS

1. Prior to the issuance of the final certificate of tax exemption, the Applicant shall provide funding for affordable housing development activities to be determined by the City of Vancouver in an amount of no less than \$1,067,500 (25% of the expected forgone tax exemption).



Staff Report: 109-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Larson Annexation

Key Points

- Single property owner request to annex into the City of Vancouver
- Site is 1.16 acres
- Property is zoned for residential use

Strategic Plan Alignment

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

Present Situation

City staff has received a petition to annex a parcel of land adjacent to city limits from a single-owner. The subject site is located at the very northern edge of the city limits at 5213 NE 95th Street, east of Saint Johns Road. The site is 1.16 acres in size and contains a single-family home and accessory structures. Surrounding uses include single family residential to the north, west, and east and an industrial warehouse to the south. The annexation area does not include any right of way within 95th street.

The current service providers for the annexation boundary area include:

- Fire District 5 (currently serviced by Vancouver Fire Department)
- Clark Public Utilities water district (will remain)
- Clark Regional Sewer district (will remain)
- Clark County Park District 7 (will change to City Park District B)
- Clark County Sherriff's Office (will change to Vancouver Police Department)
- Development review/ permits (will change to City of Vancouver)

The proposed annexation is being processed by the "direct petition" annexation method under RCW 35.13.125. At a publicly noticed hearing on February 27, 2023, City Council adopted a resolution that confirmed:

- the physical boundary of the annexation property; and
- the resulting comprehensive plan designation of Urban Lower Density(UL) and a zoning designation of R-9 for the property; and
- the annexing property owner will not assume any City indebtedness.

Following the February 27, 2023, Resolution to proceed, the applicant submitted a formal petition to annex the subject property into the City of Vancouver. The petition signature was reviewed and certified by the Clark County Assessor's Levy Office on April 20, 2023.

The annexation notice with hearing dates and information was published in the Columbian newspaper on May 4, 2023. The subject site was physically posted with signs in three places on May 4, 2023.

Advantage(s)

- Supports owner annexation request.
- Ensures UGA land is developed under City of Vancouver standards.

Disadvantage(s)

None; based on the size of the annexation area.

Budget Impact

Minimal, based on the size of the annexation area. The City will assume property taxes from the annexed area. The site will continue to be served by 3rd party water and sewer utility providers. Vancouver Fire Department already serves this area under contract with Fire District #5. Clark County will continue to maintain the 95th Street right of way. Vancouver Police Department will assume service from the Clark County Sheriff's Office.

Prior Council Review

February 27, 2023 Resolution hearing.
June 6, 2023 Consent Agenda.

Action Requested

Following the public hearing proceeding on June 26, 2023, vote to approve and adopt the ordinance to annex the Larson property into the City of Vancouver.

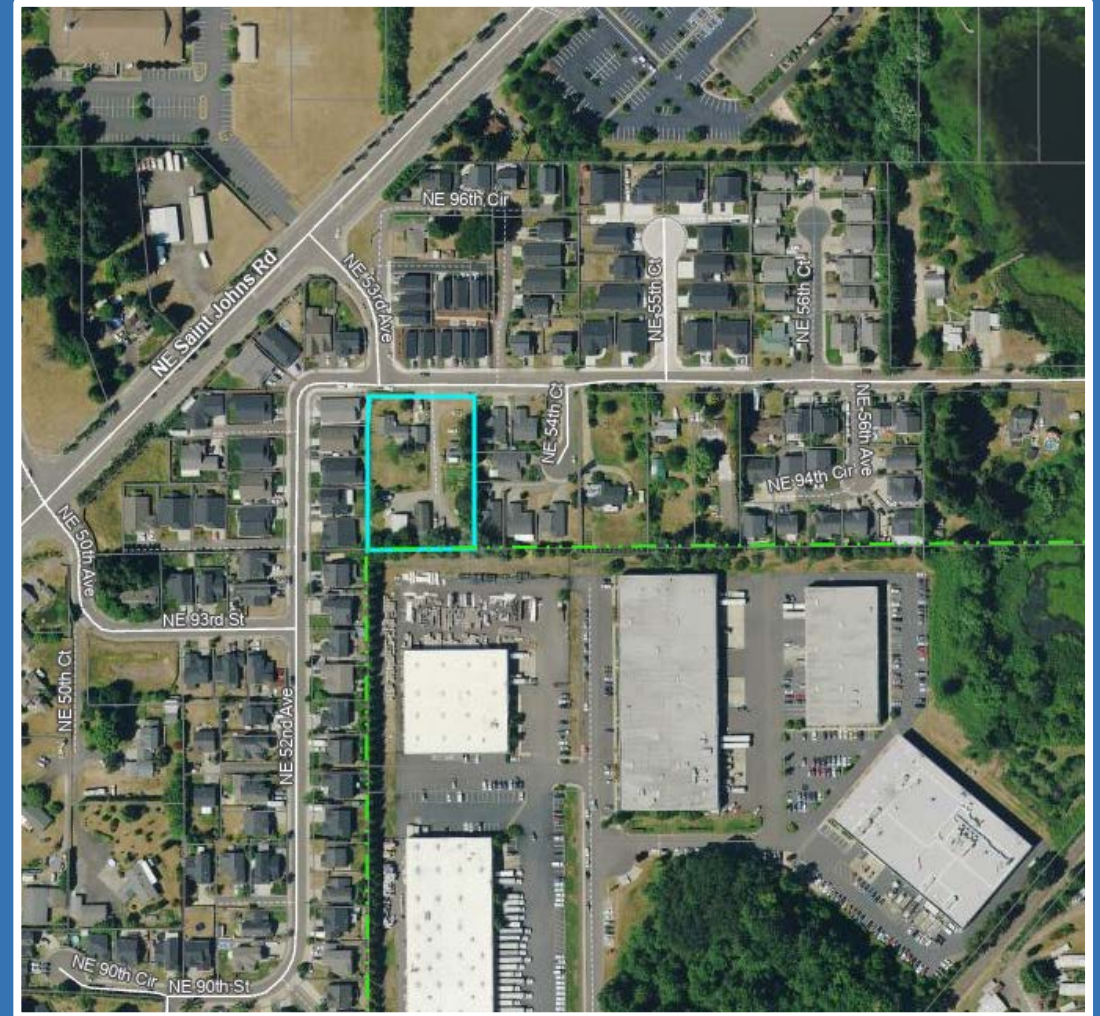
Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

ATTACHMENTS:

- ▣ Larson Annexation Presentation
- ▣ Larson Annexation Ordinance
- ▣ Larson Annexation Ordinance Exhibits A-E

Larson Annexation Petition

Vancouver City Council
June 5, 2023- Introduction
June 26, 2023- Public Hearing



Bryan Monroe
Associate Planner
Economic Prosperity and Housing

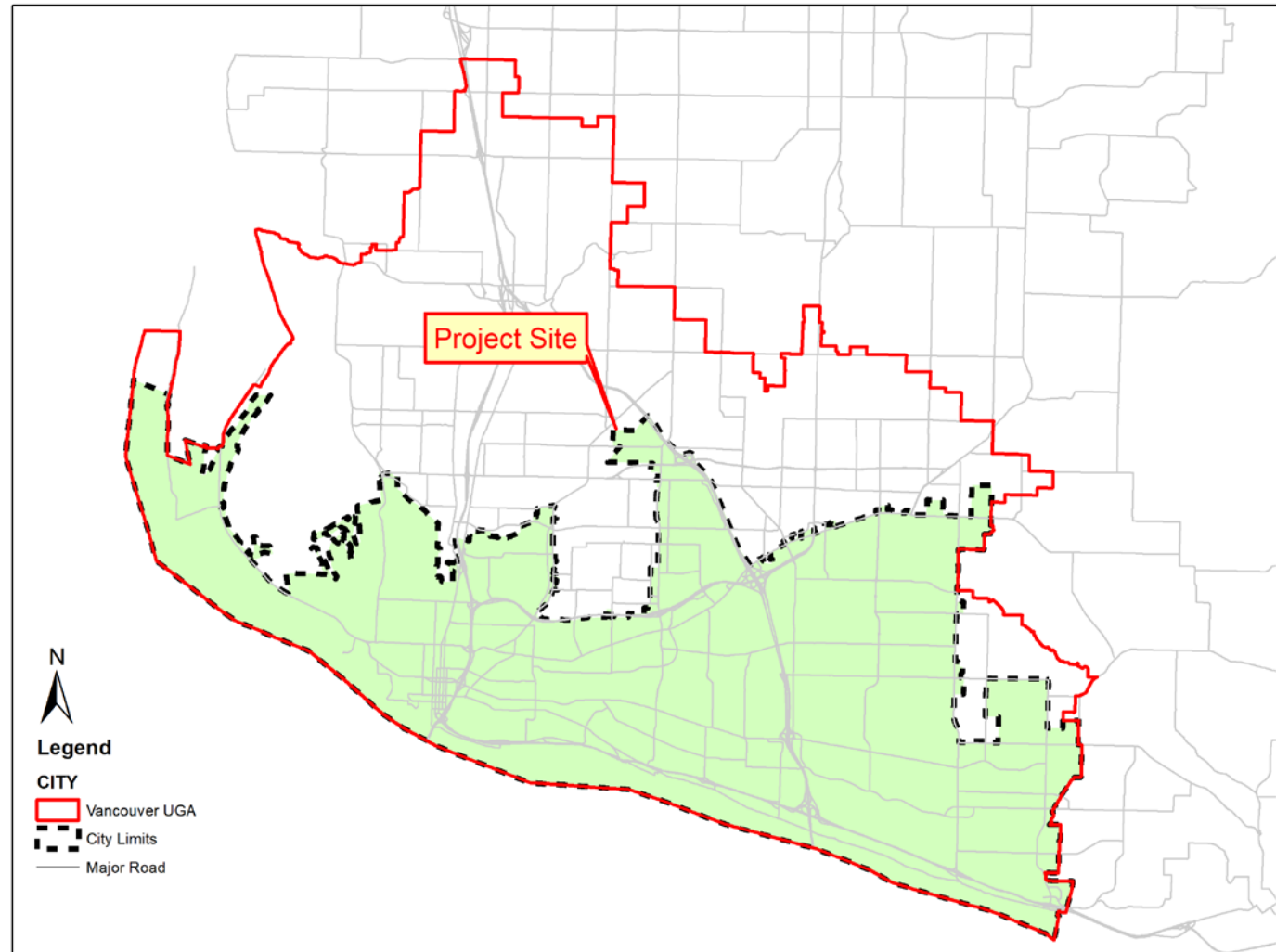
Presentation Overview

- Annexation Process
- Location / Site Characteristics
- Approval Criteria
- Next Steps

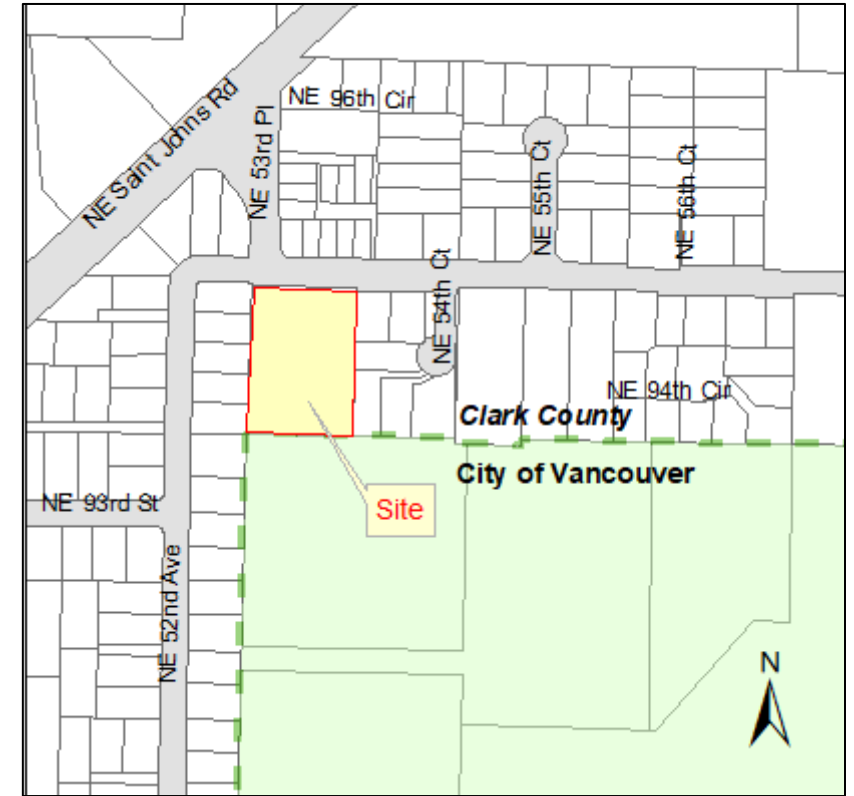
Annexation Process

- Direct Petition Method
- Initial 10% Ownership Resolution
- Petition Signature Certification
- 30-day Notice of Public Hearing
- 60% Ownership Ordinance hearing
- Conduct Population Census

Urban Growth Area



Vicinity Location



Annexation Factors

- Determine Geographic Area
- Determine Initial Comprehensive Plan and Zoning Designations
- Determine Assumption of Indebtedness for Annexed Area

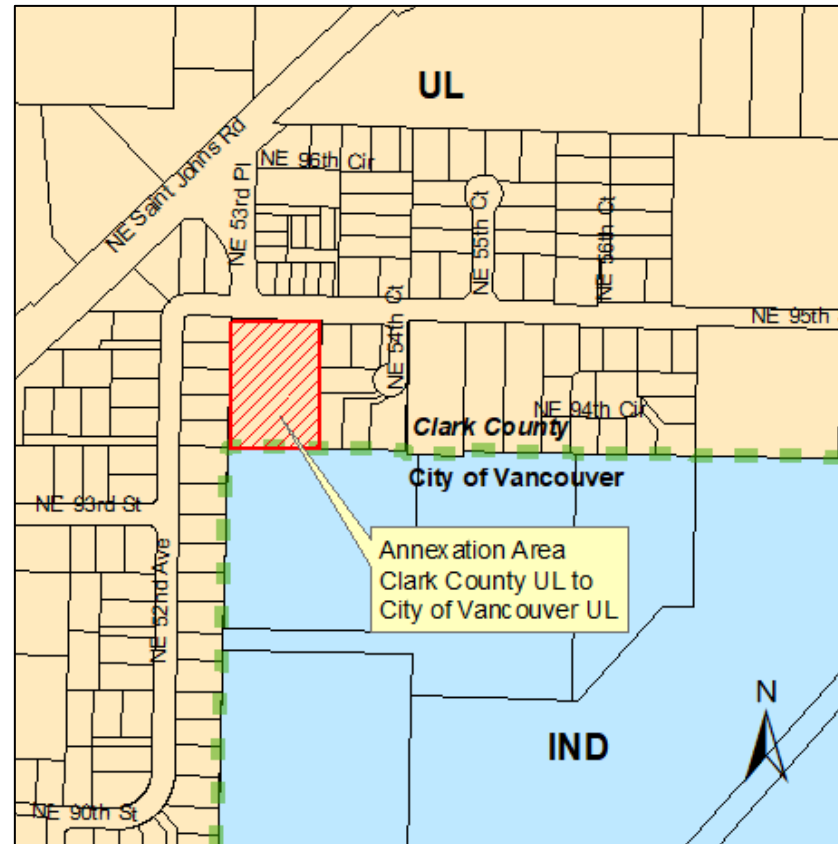
Geographic Area

- 5213 NE 95th Street
- 1.16 Acres

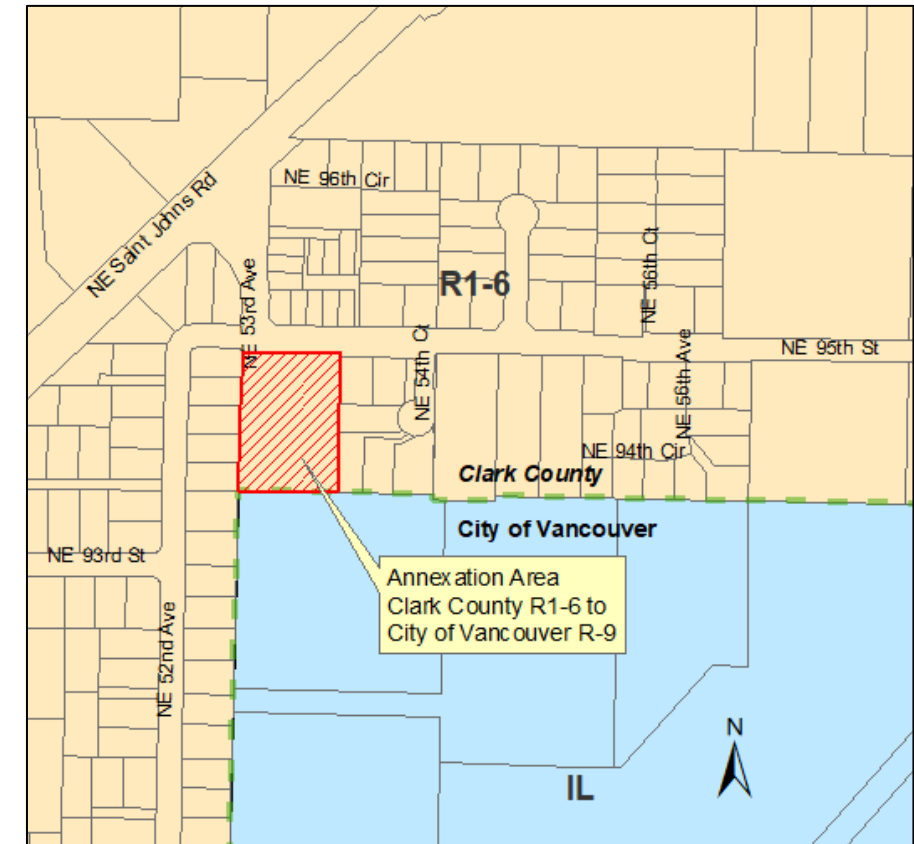


Comprehensive Plan

Zoning Designation



Comp Plan:
UL to UL



Zoning:
R1-6 to R-9

Assumption of Indebtedness

- There is no pre-existing debt to pass on to the annexing property owner

Next Steps

- Send notice of annexation to service providers
- Submit property census documents to Washington State Office of Financial Management.

Requested Action

Following the first reading of the ordinance on June 5, 2023, and the public hearing proceeding on June 26th, 2023, vote to approve and adopt the ordinance to annex the Larson property into the City of Vancouver

Thank You

Bryan Monroe, Associate Planner
bryan.monroe@cityofvancouver.us

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

To learn more, visit www.cityofvancouver.us/cdd/page/annexation



6/5/2023
6/26/2023

ORDINANCE NO. _____

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining 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 Larson annexation.

WHEREAS, pursuant to RCW 35.13.005, no city located in a county in which urban growth areas have been designated under RCW 36.70A.110 may annex territory beyond an urban growth area; and,

WHEREAS, pursuant to RCW 36.70A, the City of Vancouver has an urban growth area designated under the Growth Management Act; and,

WHEREAS, the proposed annexation area is located in Vancouver's urban growth boundary, and is contiguous to the City of Vancouver along the northern most border at the address of 5213 NE 95th Street; and

WHEREAS, pursuant to RCW 35.13.125, the City of Vancouver received a signed annexation petition from property owners of at least 60% of the assessed value of land within the defined annexation area; and,

WHEREAS, pursuant to RCW 35.13.410 (Alternative direct petition method) on February 27, 2023, Vancouver City Council met with the initiating party, considered public testimony, and voted to accept the annexation request; defined the geographic extent of the proposed annexation; determined the comprehensive plan and zoning designation; and did not require assumption of all or any portion of the existing city indebtedness by the area to be annexed; and,

WHEREAS, pursuant to RCW 35.21.005 (Sufficiency of Petitions), on April 20, 2023, the Clark County Assessor certified that the signature represents property owner support from more than 60% of the total assessed valuation of the proposed annexation area.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Location of Annexation Area: Pursuant to RCW 35.13 (Annexation Of Unincorporated Areas) the proposed Larson annexation area is located in Vancouver's urban growth boundary and is contiguous to the City of Vancouver along the northern border at the address of 5213 NE 95th Street. The legal description of such annexing land is set forth in Exhibit "A", attached hereto and incorporated herein. A parcel map of such annexing land is set forth in Exhibit "B", attached hereto and incorporated herein.

Section 2. Comprehensive Plan and Zoning Designations: Currently the Larson Annexation area has a Clark County Low-Density Residential (UL) comprehensive plan designation, and a R1-6 zoning designation. Upon annexation the comprehensive plan designation for the parcel will

convert to the Vancouver Urban Lower-Density (UL) designation and the R-9 zoning designation as set forth in Exhibits “C” and “D” attached hereto and incorporated herein.

Section 3. Comprehensive Plan and Zoning Maps: The comprehensive plan and zoning designations provided for in Section 2 shall, upon the designated effective date, be applied to the land being annexed, as shown on the maps attached hereto and incorporated herein as Exhibits “C” and “D”.

Section 4. Indebtedness: As decided by City Council on February 27, 2023, the City will not require the property owner within the annexation boundary to assume any existing city indebtedness.

Section 5. Signature Certification: Pursuant to RCW 35.21.005, the County Assessor issued a Certification of Sufficiency dated April 20, 2023, regarding the signature support for Larson annexation, as set forth in Exhibit “E”.

Section 6. Signature Acceptance: City Council hereby accepts the certified signatures supporting annexation of the Larson annexation.

Section 7. Annexation Approval: City Council hereby approves the Larson annexation as described herein.

Section 8. Effective Date: This ordinance shall become effective thirty (30) days following the date of final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

Signed this 26th day of June 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining 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 Larson annexation thirty (30) days following the date of final adoption.

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

Exhibit A

Legal Description

The west half of lot seven (7) of Hillond Tracts, as recorded in Book D, Page 76 of subdivisions, records of Clark County, Washington.

TOGETHER with that portion as described in auditor's file no. 3219292

TOGETHER with that portion as described in auditor's file no. 5055543

Except that portion described in auditor's file no. 3219293

Exhibit B: Annexation Boundary

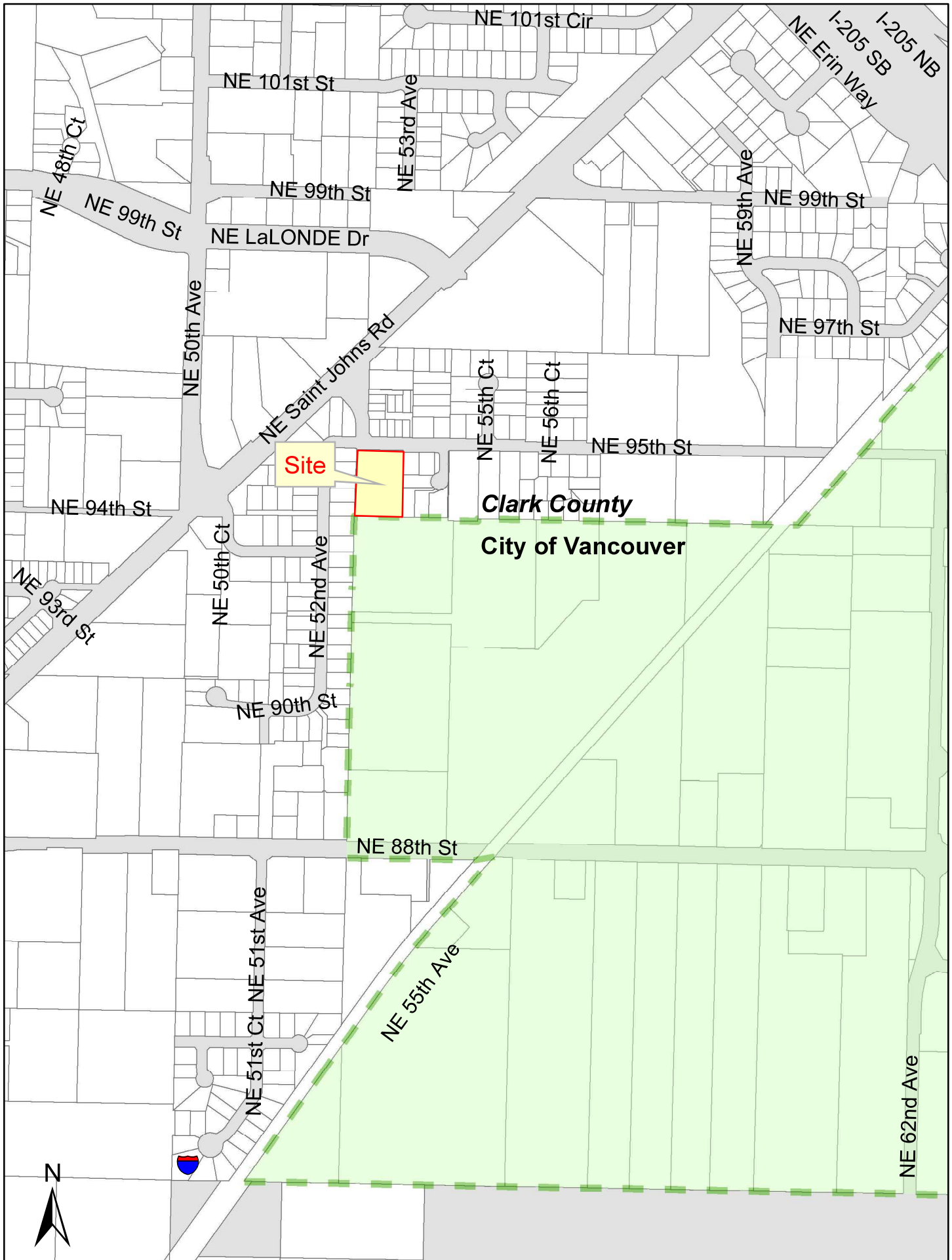


Exhibit C: Comprehensive Plan

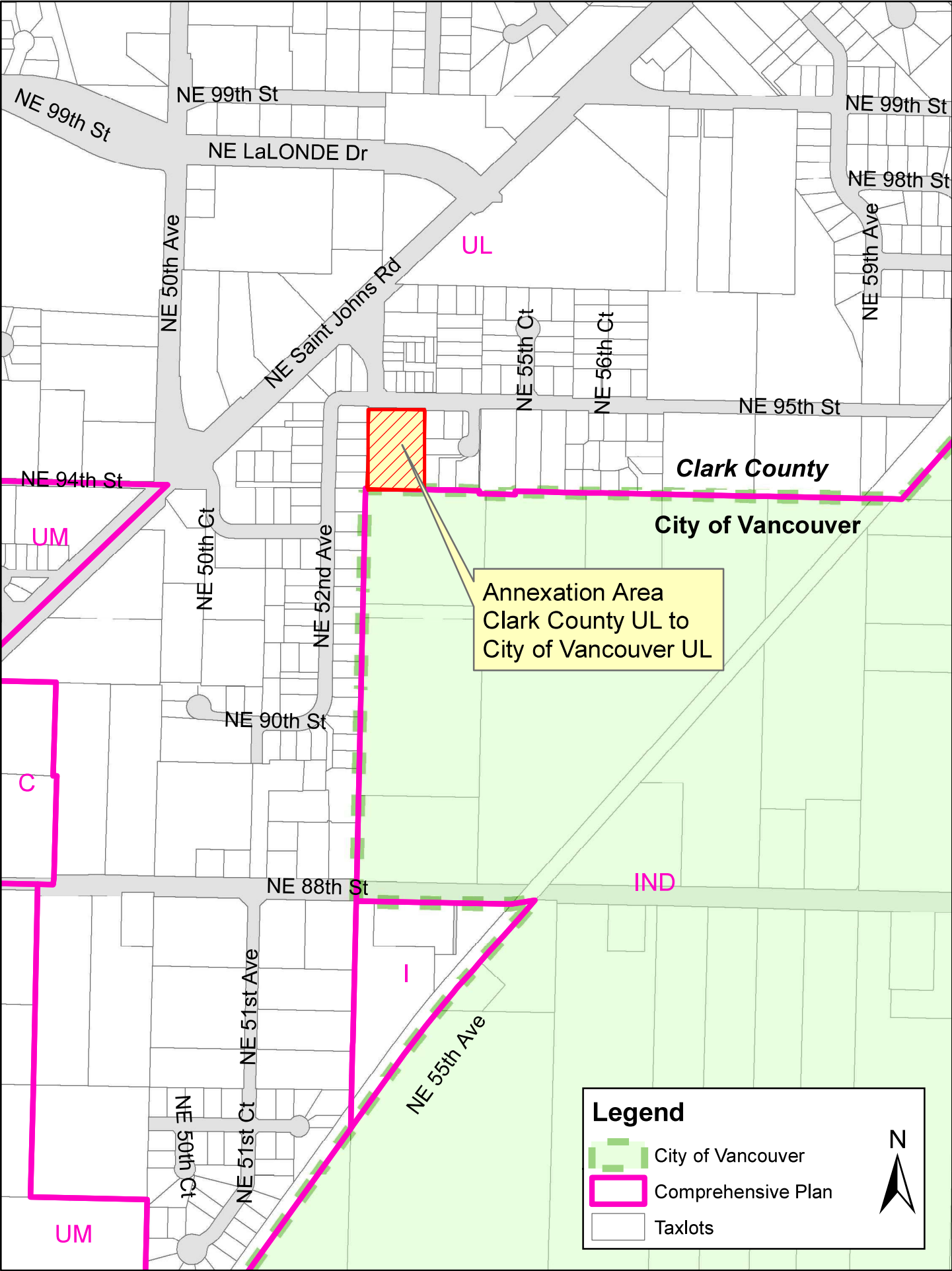


Exhibit D: Zoning Boundary

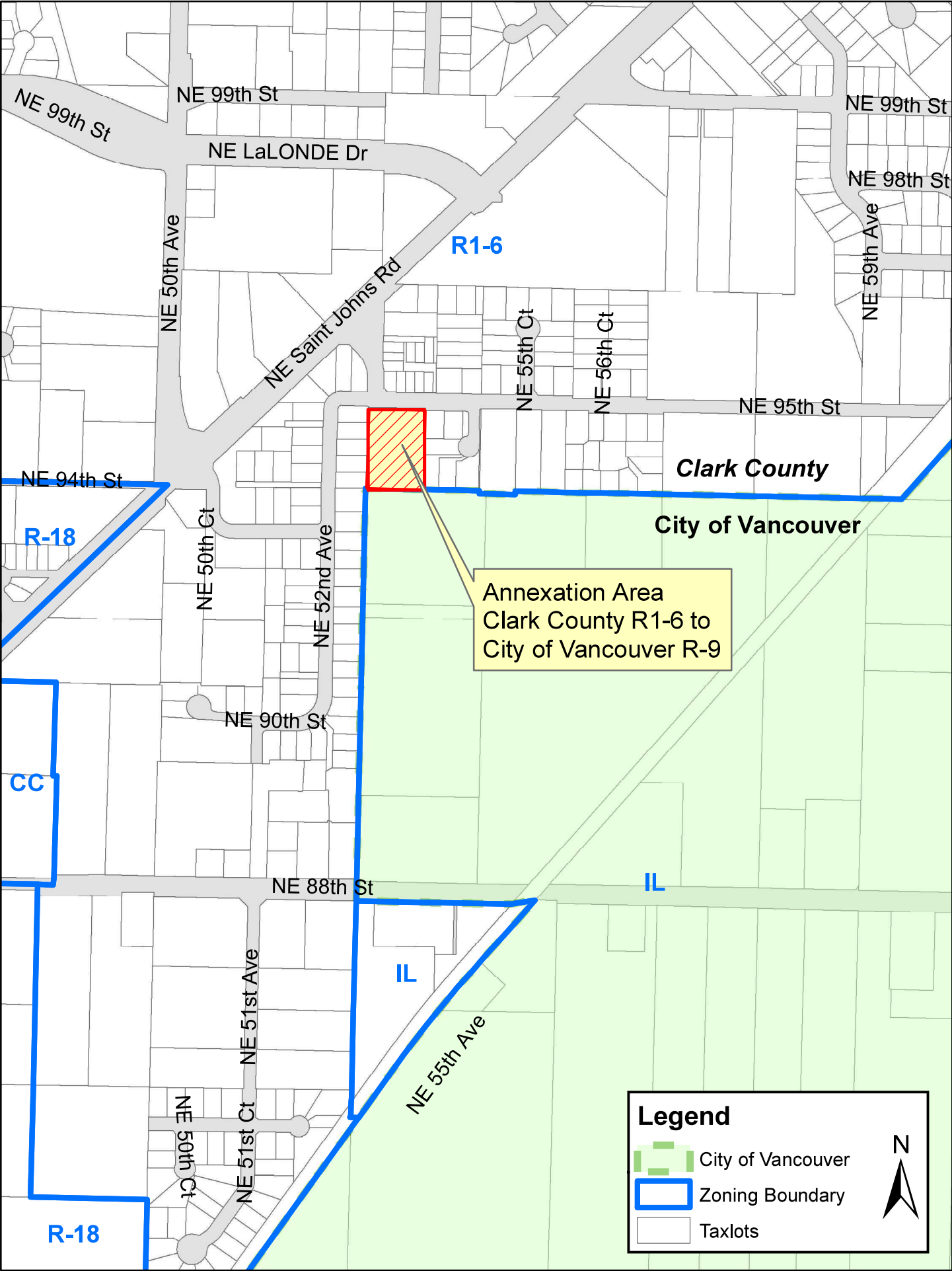


EXHIBIT E



CLARK COUNTY WASHINGTON

www.clark.wa.gov/assessor

ASSESSOR'S OFFICE

Peter Van Nortwick, Assessor

1300 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
360.397.2391
360.397.6046 f

April 20, 2023

Brian Monroe
415 W 6th Street
PO Box 1995
Vancouver, WA 98668

Dear Brian,

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Vancouver: Larson annexation.

Please contact me should you have any questions regarding this annexation.

Sincerely,

Peter Van Nortwick

Peter Van Nortwick
Clark County Assessor

Enclosed:

Certification of Sufficiency
Annexation Legal Description
Annexation Map

Exhibit E-2

Certification of Sufficiency Larson Annexation

The City of Vancouver on April 13th, 2023, submitted for review by Clark County Assessor, a USC to annex to the city, approximately 1.14 acres of land known as the Larson Annexation. Subject to the requirements of 35.21.005 I now certify the following in my capacity as Clark County Assessor:

1. On April 13th, 2023, the city of Vancouver submitted for certification by the Clark County Assessor utility service covenants (USC) to annex to the city one (1) parcels of land including associated road and public utility rights-of-way, totaling approximately 1.14 acres.
2. The legal description and map of the area proposed for annexation, as provided by the city, are attached to this certification. According to the map provided by the city, this area is in unincorporated Clark County and within the urban growth boundary.
3. The city is completing annexation pursuant to the sixty percent method of annexation RCW 35.13.125 – 170
4. The Clark County Assessor initiated determination of USC sufficiency on April 19th 2023 which is the “terminal date” as defined in 35.21.005
5. The area proposed for annexation has a certified annexation value for general taxation of \$159,061.
6. USC signatures provided by the city represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the USC certification request and supporting materials submitted by the city, I hereby declare and certify that the USC documents represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this April 20th 2023

Peter Van Nortwick

Peter Van Nortwick
Clark County Assessor

Exhibit E-3

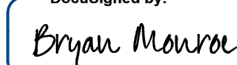
Submitting Jurisdiction: VancouverAnnexation Name: Larson Annexation

PETITION FOR ANNEXATION –COVENANT COVER SHEET

RCW Chapter 35.13 governs non-code city annexations, which is subject to petition sufficiency review by Clark County under RCW 35.21.005. Likewise, RCW 35A.14 governs code city annexations, which is subject to petition sufficiency review by the Clark County under RCW 35A.01.040. Both statutes require that the Clark County Auditor and Assessor work together to verify the signatures of petition signors by comparing them to the signature records of registered voters or current property owners in Clark County. This process becomes complicated when the signature on a petition is that of a city officer under a covenant and is signed by a person who is no longer a landowner and is not a registered voter. In those instances, there is no known signature to compare it to.

Therefore, to "certify" the petition and make certain that the City's annexation will not later be declared invalid, the Auditor and Assessor must rely upon the jurisdictions who submit such covenant signatures. Therefore, for each covenant, the City shall summarize the documents and information they have researched that ensure the covenant's validity. Upon submission of this cover sheet, the County shall process the covenant signatures by examining only facial irregularities, and any petition certification issued shall clearly indicate that for such signatures, verification was made in reliance upon the submitting jurisdiction.

I certify under penalty of perjury that this information is true and correct to the best of my understanding, as of this 13th day of April, 2023.

DocuSigned by:

745949ED86C0425...
(signature)

By: Bryan Monroe Agent of Submitting Jurisdiction
(print signatory's name)

Exhibit E-4

GENERAL ANNEXATION COVENANT

THIS COVENANT is made and executed this 9 day of March, 2023 by and between the City of Vancouver, a municipal corporation, hereinafter referred to as "City" and Donald A Larson, hereinafter referred to as "Owner".

WHEREAS, the Owner owns, or claims an ownership interest in, the following real property located in Clark County, Washington, hereinafter referred to as "Property":

Parcel No(s): 105900000

Attachments: A-Full legal description of parcel(s)
B- Parcel map showing property covered by covenant
C-Affidavit

WHEREAS, the property is located outside the present city limits of Vancouver, and within the Vancouver Urban Growth Area; and,

WHEREAS, it is understood that the Owner is submitting their petition signature supporting annexation; and,

WHEREAS, it is recognized that the Property is to become part of the City of Vancouver through annexation; and,

WHEREAS, the Owner has been informed of and understands that the City intends to commence annexation proceedings to annex certain property to the City of Vancouver, including, but not limited to, the property legally described herein; and,

WHEREAS, the Owner of the Property is not under a legal obligation to sign a petition for annexation to the City of Vancouver for the Property legally described herein at this time; and,

WHEREAS, the Owner further acknowledges that this covenant shall be considered a valid Petition supporting annexation; and,

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. INCORPORATION OF RECITALS: The foregoing recitals are incorporated herein by reference.

2. COVENANT RUNNING WITH THE LAND: The Owner agrees that in the event of a sale or transfer of the property affected by this Agreement, future Owners shall acknowledge that the promises made herein, do constitute a covenant running with the land as described above, which shall bind the land and shall run with the land, binding the Owners, heirs, transferees, Successors in Interest and all who derive an interest herein. The Owner understand this covenant shall be considered a valid Petition for Annexation by the Owner, heirs, successors and assignees, for the Property.

For recording purposes, please **do not** write outside the double line.

Page 1

Exhibit E-5

3. NON-SEVERABILITY: In the event that any material provision is found unenforceable by a court of competent jurisdiction, this Agreement shall be null and void and the City shall have no further obligation to annex the property that is described herein.

4. WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

THIS COVENANT shall be recorded in the Clark County Auditor's Office.

Dated this 3 day of 9, 2023

Donald a Larson

(Signature of Owner)

Donald a Larson

(Printed name of Owner)

STATE OF WASHINGTON)
)SS
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Donald A Larson
(Print Name)

signed this instrument, on oath stated that (she/he) is authorized to execute the instrument as a

Owner of _____
(Position/Title) (Name of Corporation/ Trust)

and acknowledge it to be (her/his) free and voluntary act of such party for uses and purposes mentioned in the instrument

M. Aguirre
(Signature of Notary)

Marisol Aguirre
(Print Name of Notary)

My Appointment Expires: Feb 14, 2026
Notary Public for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
MARISOL AGUIRRE
MY COMMISSION EXPIRES
FEBRUARY 14, 2026
COMMISSION # 198056

For recording purposes, please **do not** write outside the double line.
Do not write, stamp, or sign outside the line

Page 2



Staff Report: 110-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/26/2023

SUBJECT Renaissance Boardwalk Master Plan

Key Points

- Per VMC Table 20.210.020-1 and VMC 20.620.030, master plans in the Columbia Shoreline Enhancement Plan District require a Type IV process and recommendation by the Hearing Examiner to the City Council for final approval.
- Following January 17, 2023 hearing, the Hearing Examiner issued a recommendation to City Council. The Hearing Examiner recommended approval of the master plan and denial of the zoning variance (variance to the 12,000 square foot limitation on the 8th floor).
- Council held two workshop meetings with staff on April 3, 2023 and May 1, 2023.
- Staff has added conditions of approval to the Hearing Examiner recommendation as directed by Council. The updated conditions are contained in a staff memorandum attached to the draft ordinance.
- Staff recommends that the City Council approve the project and adopt the findings contained in the Hearing Examiner recommendation dated February 3, 2023 along with the updated findings contained in the draft ordinance. The draft ordinance includes updated findings in support of the height variance and revised conditions of approval recommended by staff as provided in memorandum attached to the draft ordinance.
- As the final decision maker, the City Council may approve the application as recommended by staff and the Hearing Examiner, amend the recommendation including adding or modifying the recommended conditions of approval, or deny the application.
- The decision by City Council is appealable to Superior Court.

Strategic Plan Alignment

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region

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

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

Present Situation

The Kirkland Renaissance Boardwalk development includes multi-family residential and commercial uses, open space, and a riverfront boardwalk. The proposed development program includes 217 multi-family dwelling units, approximately 115,500 sq. ft. of commercial space, 370 underground parking spaces, including 100 EV-ready spaces, removal of the existing deteriorated wooden fishing pier, a new public riverside trail (the Renaissance Boardwalk), a new relocated public storm pipe, and reconstruction of the Renaissance Trail to incorporate the Heritage Sidewalk detail installed in the Vancouver Waterfront development.

The applicant is requesting the following approvals:

1. Shoreline Substantial Development Permit – for development within the City Shoreline. The site contains critical areas including the FEMA floodway, FEMA 100-year floodplain (aka flood fringe), riparian management area and riparian buffer of the Columbia River and geologic hazards due to steep slopes and liquefaction. Critical areas review is processed with the shoreline substantial development permit and the critical areas regulations contained within the City's Shoreline Master Program, Chapter 5A apply.
2. Approval of a Master Plan – The site is located within the Columbia Shoreline Enhancement District that requires a master plan be approved per the standards of VMC 20.260 Planned Developments. The applicant requests both a conceptual and detail plan approval under the planned development provisions.
3. Shoreline Conditional Use Permit – for relocation and replacement of a large diameter stormwater outfall line that services upstream property.
4. CX Zone Height Variance – to allow the floor area to exceed 12,000 square feet for a floor that extends above 75 feet in height (Floor 8 is proposed to have 27,022 square feet).
5. Design Review – for development within the Downtown Design Review district.

On January 17, 2023, a duly noticed public hearing was conducted before the City's Hearing Examiner and the Hearing Examiner issued findings, conclusions and recommendations for approval of the master plan, shoreline substantial development permit and shoreline conditional use permit and denial of the zoning variance (variance to the 12,000 square foot limitation on the upper 8th floor).

Based upon the two City Council workshops on April 3, 2023 and May 1, 2023, City staff has added conditions of approval to the Hearing Examiner recommendation as directed by Council (see Ordinance attachment memo 5-23-23). Additionally, the draft ordinance contains approval findings for the requested height variance.

Advantage(s)

- Public access to the riverfront will be restored.
- New businesses and residences will be added to downtown and Vancouver riverfront.

Disadvantage(s)

Additional traffic will be generated from the project.

Budget Impact

Since the site is privately owned, there is no direct impact to the City of Vancouver's budget.

Prior Council Review

- April 3, 2023 and May 1, 2023 Council Workshop Meetings.
- Council approved a Development Agreement in 2021.
- June 5, 2023 Consent Agenda.

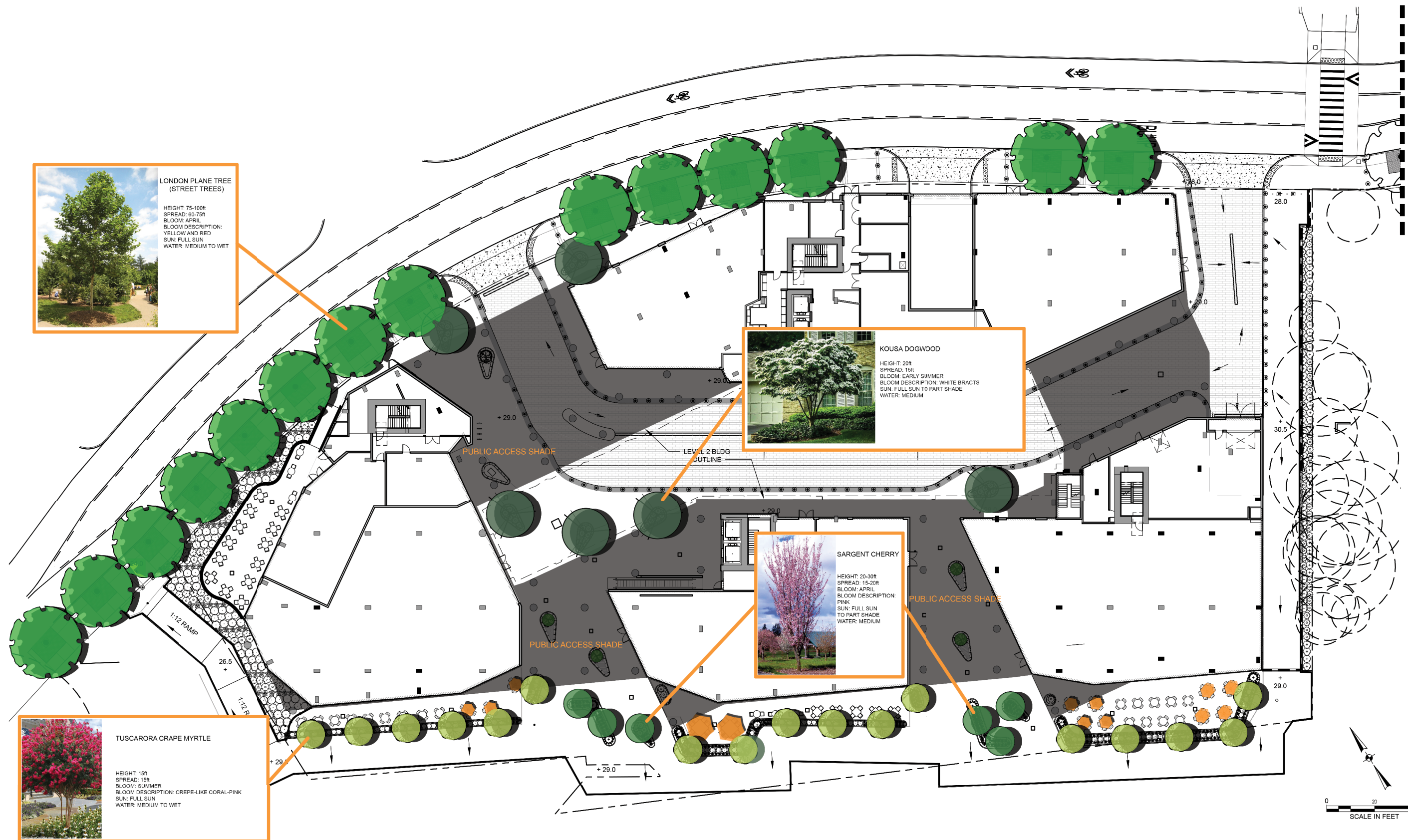
Action Requested

On Monday, June 26, 2023, subject to second reading and public hearing, approve the ordinance.

Keith Jones, Senior Planner, 360-487-7887

ATTACHMENTS:

- ▢ Applicant Shade and Tree Plan
- ▢ Applicant Environmental Permitting Memo
- ▢ Hearing Examiner Recommendation
- ▢ Ordinance
- ▢ Ordinance Attachment Memo
- ▢ Staff Presentation
- ▢ Applicant Presentation





Technical Memorandum

To: Keith Jones – City of Vancouver
From: Travis Kessler, PWS - Otak
Copies: Casey McKenna, AIA – Otak
Date: May 9, 2023
Subject: Kirkland Renaissance Boardwalk – Environmental Permitting Considerations
Project No.: 18923.000

Introduction

Kirkland Development, LLC is planning the Kirkland Renaissance Boardwalk, a mixed-use development project along the banks of the Columbia River within the City of Vancouver, Washington. The site is currently developed with the Who Song and Larry's restaurant. Joe's Crab Shack restaurant, which closed early in the 2020 pandemic, has been since demolished. The proposed development includes removal of the existing public wooden pier located on City of Vancouver and Clark PUD property adjacent to the site and the construction of a cantilevered boardwalk.

Project Location

The project site is located east of the Vancouver-Oregon Interstate-5 (I-5) Bridge, and south of SE Columbia Way, in the City of Vancouver, Washington. The project site is located in Sections 27, 34, and 51 of Township 02 North, Range 01 East of the Public Land Survey System in Water Resource Inventory Area (WRIA) 28 – Salmon-Washougal. Columbia River flows east to west along the southern boundary of the project area. Columbia River flows into the Pacific Ocean approximately 100 miles downstream. Land use in the watershed consists of a mix of urban commercial and residential areas, rural residential, and large forested areas used for logging.

Meeting Summary

The Vancouver City Council held a meeting on May 1, 2023 to discuss the proposed Kirkland Renaissance Boardwalk project. During the workshop, a concern was raised over the environmental procedures and regulations that would need to be followed in the unforeseen event that the integrity of the seawall was compromised and collapsed after construction commenced. The section below outlines the environmental procedures and regulations that would need to be followed.

Environmental Procedures and Regulations

Although the project proposal is to avoid in-water work along the Columbia River to avoid and minimize impacts to critical areas, a plan is in place in the event that the existing retaining wall loses its integrity and collapses. In this case, a series of environmental procedures and regulations have the potential to be triggered. The general steps to follow in the unforeseen event that the existing retaining wall collapses include:

- 1) Notify local, state and federal agencies;
- 2) Develop cleanup and stabilization plan for short-term;
- 3) Develop long-term solution;
- 4) Complete regulatory permitting.

The first step in the process is to stop work immediately and notify the regulatory agencies in the event that the existing retaining wall collapses. The second step in the process consists of developing a short-term cleanup and stabilization plan to temporarily stabilize the wall from further collapsing into the Columbia River nearshore habitat. This step may require an emergency declaration to allow for after-the-fact permitting. The third step in the process is to develop a long-term solution to repair/replace the damaged wall and mitigate for any environmental impacts that have occurred. The fourth step in the process consists of compliance with local, state and federal regulations to compensate for the additional unanticipated impacts. These regulations are summarized in the paragraphs below.

City (Shoreline/Critical Areas)

City of Vancouver (City) regulates critical areas (e.g., wetlands, streams, waterbodies, and their buffers) per Vancouver Municipal Code (VMC) 20.740 (Critical Areas Protection). Columbia River is a Shoreline of Statewide Significance per City of Vancouver's Shoreline Master Program and is also regulated per VMC 20.760 (Shoreline Management Area). Activities that modify streams, waterbodies or their buffers require authorization from the City, including a critical areas assessment report that adequately evaluates the proposed action and potential impacts to support any land use application (VMC 20.740.050).

State (Ecology/WDFW)

Ecology

Washington Department of Ecology (Ecology) regulates activities in wetlands, streams and waterbodies under Section 401 of the CWA through the Water Quality Certification process. Ecology has authority over discharge into all wetlands, streams, and waterbodies and can impose buffers and compensatory mitigation for impacts under 90.48 RCW depending on the proposed project and amount of impacts to aquatic resources. Ecology also issues Coastal Zone Management federal consistency for projects occurring in City of Vancouver.

WDFW

Washington Department of Fish and Wildlife (WDFW) requires issuance of a Hydraulic Project Approval (HPA) prior to any activities that may directly or indirectly affect streams or associated aquatic resources considered as waters of the state. WDFW has jurisdiction over Columbia River in the study area, and administers the HPA program under the state Hydraulic Code [Chapter 77.55 Revised Code of Washington (RCW)]. An HPA will be required for any work within and adjacent to the ordinary high water mark (OHWM) of Columbia River, including uplands within the riparian corridor.

Federal (USACE/EPA)

The Environmental Protection Agency (EPA) and US Army Corps of Engineers (USACE) regulate wetlands and other waters of the United States (WOTUS) under Section 404 of the Clean Water Act (CWA). Columbia River is classified as a Traditional Navigable Water (TNW) and is regulated under Section 404 and Section 10 of the CWA. Discharge of fill material within the OHWM of the Columbia River is regulated by the USACE and will require federal permits.

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

In the Matter of the Application of	)	NO. PRJ-163131/LUP-82094
	)	
	)	
Kirkland Development LLC	)	Kirkland Renaissance Boardwalk
	)	
	)	
For Approval of a Master Plan, Design	)	FINDINGS, CONCLUSIONS,
Review, Zoning Variance, Shoreline	)	AND RECOMMENDATIONS
Substantial Development Permit, and	)	
<u>Shoreline Conditional Use Permit</u>	)	

SUMMARY OF RECOMMENDATION

The Hearing Examiner recommends to Vancouver City Council that the requests for master plan, design review, shoreline substantial development permit, and shoreline conditional use permit approval should be **GRANTED** subject to conditions. The Examiner recommends that the request for a zoning variance should be **DENIED**.

SUMMARY OF RECORD

Request:

Kirkland Development LLC (Applicant) requested master plan, design review, shoreline substantial development permit, shoreline conditional use permit, and zoning variance approval to construct a mixed-use development consisting of 217 multi-family dwelling units, 115,500 square feet of commercial space, and 370 underground parking spaces at property currently addressed as 101 and 111 SE Columbia Way. A zoning variance was requested to allow floor area in excess of 12,000 feet on a floor over 75 feet above ground.

Hearing Date:

The Vancouver Hearing Examiner conducted a virtual open record hearing on the application on January 17, 2023. In an abundance of caution, the record was held open through January 19, 2023 to allow for written public comment from members of the public who experienced difficulty joining the virtual hearing (if any), with additional time arranged for responses by the parties. No post-hearing public comment was submitted, and the record closed on January 19, 2023.

Testimony:

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

Keith Jones, Senior Planner, City of Vancouver

Cristina Haworth, Senior Planner, Otak (for Applicant)

Ron Dean, Senior Project Designer, Otak (for Applicant)

Exhibits:

The following exhibits were admitted through the open record hearing process:

Exhibit 1 Staff Report to the Hearing Examiner, dated January 3, 2023

- A. Application Form
- B. Traffic Impact Fee Estimate
- C. Applicant Narrative, including the following appendices:¹
 - A. Development Agreement, dated July 12, 2021
 - B(1). Traffic Debit Memo, dated March 17, 2022
 - B(2). [duplicate of Exhibit 1.P]
 - C. Driveway Engineering Analysis, dated March 22, 2022²
 - D. Preliminary Stormwater Technical Information Report, dated December 2021
 - I. Arborist Report and Level V Tree Plan, dated December 30, 2021
 - L. Letter from Clark County Public Health, dated January 27, 2022
 - R. Sight Distance Analysis, dated March 17, 2022
- D. Site Plan
- E. Landscape Plans
- F. Grading and Erosion Control Plan
- G. Building Elevations
- H. Floor Plans
- I. JARPA for Department of Natural Resources
- J. Department of Archaeological and Historic Preservation letter, dated December 10, 2021
- K. Washington State Department of Transportation letter, dated November 14, 2022
- L. Washington State Department of Transportation Aviation letters, dated November 9, 2022 and November 16, 2021
- M. Department of Ecology letter, dated November 14, 2022
- N. Schematic Foundation memo, dated March 4, 2022

¹ At hearing, the appendices to the Applicant's narrative (Exhibit 1.C) were not offered in the record. During deliberations, the undersigned determined that review of source documents was required to draft accurate findings and conclusions and make correct recommendations to Council. The undersigned requested (via email to the hearing clerk) that the record be supplemented with these appendices to the narrative (as well as with the final SEPA determination and notice of hearing). The original appendix numbering scheme has been retained.

² Identified in the Narrative (Exhibit 1.C) as a Driveway Engineering Analysis, the document submitted as Appendix C to Exhibit 1.C is a minor road modification request related to the pavement cutting moratorium in effect on SE Columbia way.

- O. Seawall memo, dated March 4, 2022
- P. Traffic Analysis Report (Waterfront East), dated August 2020
- Q. Critical Areas Report, dated December 27, 2021
- R. Hydraulic Report, dated February 17, 2022
- S. Geotechnical Report, dated December 10, 2021

Exhibit 2 Applicant PowerPoint

Exhibit 3 Plan Sheet A5 annotated with 200-foot shoreline jurisdiction and 100-foot residential setback

Exhibit 4 Plan Sheet C01 annotated with storm sewer easement highlighted

Exhibit 5 Plan Sheet EX01 annotated to show existing five-foot easement at east boundary and the location of the additional required 15-foot easement

Exhibit 6 Memorandum from Amanda Romero, dated January 19, 2023, re: Solid Waste Staff Report Revision

Exhibit 7 Revised Staff Report sections 11.70 and 11.80

Exhibit 8 Notice of Application, Remote Public Hearing, and Optional SEPA Determination of Non-significance, dated October 13, 2022

Exhibit 9 Memorandum from Casey McKenna, Otak re: Solid Waste Staff Report Revision

Exhibit 10 Final SEPA Determination of Non-significance, issued November 17, 2022

After considering the testimony and exhibits admitted into the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

Background

1. Kirkland Development LLC (Applicant) requested master plan, design review, shoreline substantial development permit, shoreline conditional use permit, and zoning variance approval to construct a mixed-use development project consisting of 217 multi-family dwelling units, 115,500 square feet of commercial space, and 370 underground parking spaces on 2.03 acres currently addressed as 101 and 111 SE Columbia Way. The Applicant also requested that a shoreline exemption be granted for redevelopment of a riverfront boardwalk. *Exhibits 1, 1.A, 1.C, 1.D, and 2.*
2. The subject property is on the Columbia River shoreline, a shoreline of statewide significance, just east of the Interstate 5 bridge and on the south side of Columbia Way. The regulated shoreline extends 200 feet from the ordinary high water mark,

encompassing nearly all of the subject property and triggering the requirement for a shoreline substantial development permit. The City of Vancouver Shoreline Master Program (SMP) designates the subject property as a High Intensity shoreline environment. *Exhibits 1, 1.C, and 2.*

3. Surrounding land uses include: the Waterfront Park to the east, which is owned by the National Park Service and is part of the Fort Vancouver Historic Site; vacant land to the north, which is owned by the National Park Service and the Burlington Northern Railroad; an electrical substation and associated parking to the northwest, which is owned by Clark PUD; and public right-of-way and PUD-owned land to the west. *Exhibit 1.C.*
4. The subject property is currently developed with a restaurant (Who Song and Larry's) and surface parking. A second restaurant – Joe's Crab Shack – had previously been on site but was recently closed and demolished. A shared-use path – the Renaissance Trail – runs along the property's Columbia Way frontage. A dilapidated pier/boardwalk, not currently open to the public, extends over the river next to the southwest corner of the subject property on land owned by the City. There is a concrete sidewalk along the waterfront connecting the restaurant area to the park to the east. *Exhibits 1.C, 1.I, and 5.*
5. The proposed redevelopment of the site would include the following components:
 - Construction of a single mixed-use building, which would occupy most of the site area. The building would include 217 multi-family dwelling units and approximately 115,500 square feet of commercial space. The design concept is based on a waterfall, with the building consisting of multiple sub-parts of varying height, creating a cascade effect. The residential units would be on the upper floors of the taller, northern portion of the building; the ground floor of this part of the structure would consist of commercial uses and the residential lobby. The shorter, southern portion of the building, facing the Columbia River, would contain commercial uses only. The building would include ground level tunnel-like openings for pedestrian and vehicular access through the site. It should be noted that while these openings create the appearance of five separate building footprints on the ground level floor plan, it is a single building with the building subparts connecting at the second level and above. A large central courtyard would open to the sky. The building as proposed requires a zoning variance from Vancouver Municipal Code (VMC) 20.630.050.C, because more than 12,000 feet of gross floor area is proposed for a floor that is more than 75 feet in height.
 - Construction of a one-story underground parking garage beneath the building, which would include 370 parking spaces, including 100 electric vehicle spaces.
 - Reconstruction of the Renaissance Trail as part of proposed frontage improvements on Columbia Way. The reconstructed Renaissance Trail would be designed to the City's Heritage Sidewalk standard.
 - Replacement of the dilapidated pier/boardwalk with a new public riverfront trail (identified as Renaissance Boardwalk in some project materials) to be located at the ordinary high water mark. The Applicant requested a Statement of Exemption

from the shoreline substantial development permit requirement for this work pursuant to SMP 2.3, arguing that the work constitutes normal maintenance or repair.

- Installation of a public stormwater pipe and outfall along the eastern property boundary, to replace an existing, deteriorated 27-inch public stormwater pipe that is located approximately 40 feet west of the eastern property boundary. A public trail would be placed within the easement to provide a connection between the Renaissance Trail on Columbia Way and the new boardwalk. A shoreline conditional use permit is needed for this utility work.

Exhibits 1.C, 1.C.D, 1.D, 1.G, 1.H, 1.I and 2; Ron Dean Testimony.

6. Development of the project is governed by a Development Agreement entered into between the City and the Applicant on July 12, 2021. The Development Agreement specifies certain required development components. The required components include removal of the pier and construction of the Renaissance Boardwalk along the seawall. *Exhibit 1.C.A.*
7. The subject property is within two overlay districts: the Noise Impact Overlay District (VMC 20.520), which applies to properties with unusually high levels of aircraft, railroad, and/or traffic noise, and the Airport Height Overlay District (VMC 20.570), which applies to properties within the vicinity of Pearson Field Airport. The subject property is within the approach zone to Pearson Field, which is to the east of the subject property. Planning Staff recommended conditions of approval to address the requirements of these overlay districts, including conditions requiring the Applicant to submit a noise impact reduction plan, record a noise disclosure statement, and obtain a determination of no hazard to air navigation from the FAA. To meet the noise reduction performance standards of the overlay district, the Applicant proposes to use building materials that would reduce interior noise limits to an average of 45 Ldn or less. *Exhibit 1, page 9; Exhibit 1.C, VMC 20.520; VMC 20.570.*
8. The subject property is within the Columbia Shoreline Enhancement Plan District (VMC 20.620). Development within the plan district requires approval of a master development plan per the planned development chapter of the VMC, plus compliance with additional criteria including consistency with the current Comprehensive Plan and zoning regulations, coordination of phased developed, and consistency with the Shoreline Management Act (SMA), City of Vancouver Shoreline Master Program (SMP), and the City's waterfront trail policy. *VMC 20.620.030.B.* Consistent with these requirements, the Applicant has submitted a master development plan for approval, which contains the information required by VMC 20.260.070, and shoreline permit applications for consistency with the SMA and SMP. No phasing is proposed. The proposal includes reconstructing the Renaissance Trail along the subject property frontage and re-establishing a riverfront trail connection. *Exhibits 1, 1.C, page 51.*
9. The subject property is within the City Center (CX) zone, and the Comprehensive Plan designation is Commercial. *Exhibit 1.* The purpose of the CX zone is "to provide for a

concentrated mix of retail, office, civic, and housing uses in downtown Vancouver.”
VMC 20.430.020.D. Retail, eating and drinking establishments, office, and multi-family residential uses are allowed in the CX zone. *VMC Table 20.430.030-1.* There are no setback, lot coverage, minimum landscaping, or lot dimension requirements applicable to the zone. The only CX development standard is the maximum building height standard, which is governed by VMC Figure 20.630-4. *VMC Table 20.430.040-1; Exhibit 1.*

Zoning Variance

10. The maximum building heights in the Downtown Plan District vary from 40 feet to 300 feet. *VMC 20.630.050.* Figure 20.630-4 of the ordinance divides the Downtown Plan District into numerous subareas (some extremely small) and assigns different maximum building heights or maximum building height ranges to each. The subarea containing the subject property has a maximum building height range of 50 to 100 feet. Subareas to the west along the waterfront have progressively higher height allowances. *VMC Figure 20.630-4.* As specified in *VMC 20.630.050.C*, “the low number of the range identifies the maximum building height (inclusive of any roof-top appurtenance) that may be achieved outright.” *VMC 20.630.050.C.* To achieve an increase in building height above the low number of the range, the following criteria must be met:

1. Up to 50% increase in building height (inclusive of any roof-top appurtenance), may be allowed outright, by the Planning Official through the site plan review process upon making the following findings:
 - a. Such increase in height complies with FAA regulation, Part 77, as confirmed by the FAA, through issuance of a determination of no hazard to air navigation; and
 - b. Such increase in height will not affect the safe and efficient use of navigable airspace following consultation with the Pearson Field Airport Manager.
2. Over 50% and up to the high number of a given range, increase in building height (inclusive of any roof-top appurtenance), may be allowed by the Planning Official through the site plan review process upon making the following findings:
 - a. Such increase in height complies with FAA regulation, Part 77, as confirmed by the FAA, through issuance of a determination of no hazard to air navigation; and
 - b. Such increase in height will not affect the safe and efficient use of navigable airspace following consultation with the Pearson Field Airport Manager; and
 - c. The gross floor area of the building at each floor over 50% above the low number of any given range and up to the high number of a given range shall not exceed 12,000 square feet.

VMC 20.630.050.C. In this case, a 50% height increase over the low number of the range is 75 feet. Thus, for the subject property, assuming FAA and Pearson Field requirements can be satisfied, the maximum floor area on floors over 75 feet is 12,000 square feet.
Exhibit 1.

11. The proposed building varies in height, with the commercial portion fronting the Columbia River reaching approximately 49 feet, two inches and the residential portion to

the north reaching 100 feet. Floors 8 and 9 would exceed 75 feet in height. The Applicant proposes 27,022 square feet of floor area on Floor 8 (exceeding the maximum by 15,022 square feet) and 3,271 square feet of floor area on Floor 9. The Applicant submitted that Floor 9 is limited to 3,271 square feet because FAA height restrictions allow for that height only on the far west end of the residential tower, due to the glide slope from Pearson Field. *Exhibits 1.C, 1.G, 1.H, 2, and 3; Cristina Haworth Testimony.*

12. The Applicant requested a variance from the square footage limitation of VMC 20.630.050.C.2.c for Floor 8. In support of the request, the Applicant noted certain development constraints applicable to the site, including utility easements running along the eastern and western property lines, the regulatory constraints associated with being closer to Pearson Field than other sites in the Downtown District and within a regulated shoreline, and the unusual shape of the property. (The street side of the parcel is rounded, and the west end of the site is narrower than the east end). The Applicant argued that the subject property is more height restricted than other parcels in the vicinity, as it is the only privately-owned land within the 50 to 100-foot height district. The Applicant submitted that the additional area on Floor 8 is requested to make up for buildable area lost due to other constraints, arguing that the additional residential units would benefit the public, and that the additional building mass on Floor 8 would not be detrimental because the subject property is separated from other properties by significant infrastructure to the north and west and by trees to the east. *Exhibit 1.C, 2, and 3; Cristina Haworth Testimony.*
13. The easements on the subject property include a portion of a 40-foot wide storm sewer easement associated with I-5. Per comments submitted by the Washington State Department of Transportation, no building or building overhang may encroach into the easement. As visually depicted in Exhibit 3, the easement encumbers a small wedge of land along the western extent of the subject property. The easement along the eastern property line encumbers a width of five feet. However, as part of the proposed project, a new 15-foot easement would be placed in the same location for the relocated storm sewer line. The remainder of the site is potentially developable. The proposed building design leaves an open area in the center of the site, which area is compliant with the shoreline setback for residential development. *Exhibits 1.K, 3, 4, and 5.*
14. City Planning Staff submitted that the variance should be denied, arguing that the height limits depicted in Figure 20.630-4 were “purposely adjusted to address different areas of the downtown and [] established in consultation with FAA and the airport manager at Pearson Airpark.” *Exhibit 1, page 8.* With respect to the limitation to 12,000 square feet, Staff was unaware of the specific rationale but submitted that since FAA/Pearson Field issues were otherwise addressed, the reason for the limit likely relates to planning principles regarding bulk, mass, and scale and preservation of views to the river through downtown. *Keith Jones Testimony.* Staff argued that substantial development can occur with the floor area available to the Applicant, and that a zoning text amendment would be the appropriate avenue for relief from the 12,000 square foot limit for area over 75 feet in height. *Exhibit 1, page 8; Keith Jones Testimony.*

15. The Applicant has not yet received FAA clearance of the proposed building height, and the manager of Pearson Airpark did not submit comments into the record. *Exhibit 1.C.*
16. The loss of some of the Floor 8 dwelling units would not cause the density of the project to fall below the minimum of 190 dwelling units established in the Development Agreement. At present, 217 dwelling units are proposed and 27 of them are planned for Floor 8. There would still be 190 dwelling units on the site even if all Floor 8 dwelling units were eliminated (which they would not need to be as 12,000 square feet would still be available for development). *Exhibit 1.C.A, Section 4.2.3; Exhibit 1.H.* At hearing, the Applicant representative testified that additional housing units could not be placed in the southern portion of the building or in the center of the site because the required shoreline setback for residential development was 100 feet. *Cristina Haworth Testimony.* This testimony may have been misunderstood by the undersigned or was in error, because pursuant to SMP Table 6-1, the shoreline setback for multifamily residential uses is 35 feet. *SMP Table 6-1.*

Design

17. The project is subject to design review pursuant to VMC 20.265. The subject property is within the Central City Plan District design review district. *VMC Figure 20.265-1; Exhibit 1.* Because the subject property does not contain buildings listed on the local or national historic register, review by the Historic Preservation Commission is not required. *Exhibit 1.C, page 35.*
18. The Applicant submitted plans demonstrating consistency with applicable design standards, as follows:
 - The proposed site design places “active” commercial uses on the ground floor adjacent to public areas. Restaurants and outdoor seating would face the Renaissance Boardwalk.
 - Parking would be below grade within a parking structure. Only short-term parking and loading would be provided along the internal drive aisle.
 - A gathering space accessible from the interior of the building would be located where the building does not directly abut the sidewalk due to easement constraints.
 - The vertical continuity of building facades along Columbia Way would be maintained to a height exceeding two floors.
 - Rooflines would be consistent with the building’s use and surroundings, and would include details for visual interest, including a sloped profile in the northern (residential) portion and tiered roof decks with planters in the southern portion.
 - Within the building façade, projections of portions of the upper floors would provide visual interest.
 - In an area where there is a wall in excess of 15 lineal feet but windows are not feasible (which would occur only along a small portion of the eastern façade, adjacent to a solid waste and recycling room), wall plantings would be used to enhance the

appearance of the wall.

- Rain protection on the north side of the building would be provided through awnings and building recesses. Projections and cantilevered building masses would provide rain protection on the south side of the building. These features would be more than eight feet above the sidewalk.
- Pedestrian amenities including benches, planters, and trash receptacles would be provided on site.
- Trash dumpsters would be enclosed in rooms.
- A variety of materials would be used for walking surfaces. Plazas would be surfaced with pavers in geometric patterns. The boardwalk would be paved with patterned concrete and pavers.
- Light standards would be compatible with the character of the building. Lighting would be used to accent benches, railings, and planters, and would be provided along sidewalks and the Renaissance Trail for pedestrian safety.
- The site design provides visual access to the Columbia River.
- Public art is proposed throughout the site.
- Deciduous trees from the City's approved list would be planted along Columbia Way as part of proposed frontage improvements.
- Most of the plantings on site would be placed in raised planters that could also serve as seating.
- Parking would be provided at a rate exceeding the minimum City standard by 14%, to account for the lack of street parking on Columbia Way and to avoid overflow parking on the park site to the east.
- Elevators to the parking garages would be located in accessible areas.
- A single building is proposed, but with multiple sections designed to create a strong visual relationship. The overall design is inspired by a waterfall, with the structure cascading towards the Columbia River. The design makes optimal use of the waterfront setting by placing the lowest building heights along the river so that views can be maintained from the upper floors of the residential area behind.
- The building height is proportionate to the scale of Columbia Way.
- The proposed mixed-use development would provide increased opportunities for informal and planned activities beyond 9:00 am to 5:00 pm work hours.
- The building would be oriented both to Columbia Way and to the boardwalk. Retail would be accommodated on the ground level.
- Awnings would be placed to define the first floor.
- Lighting along the waterfront trail would conform to City standards.

Exhibits 1.C, 1.D, 1.E, 1.G, and 1.H. Of note, many of the features listed in this finding

could not be verified from the plans and elevations in the record; however, Planning Staff concurred that the Applicant's materials demonstrate compliance with the City's design standards. *Exhibit 1.*

19. The proposal would not affect relationships between existing structures in the vicinity, or between existing structures and open space. The only structure on site is a two-story restaurant building, which is surrounded by surface parking and minimal landscaping. The only building in the vicinity is the Clark PUD building to the north. The I-5 bridge is west of and visible from the site, and the Burlington Northern Railroad tracks are to the north of the site. The proposal would include open spaces providing visual access to the river. Pedestrians would be able to walk through the building via courtyards. *Exhibits 1.C and 2.*
20. Consistent with the requirements of the Development Agreement, the Applicant proposes to construct the building consistent with the LEED Gold standard.³ LEED addresses several categories of environmental concern, including water efficiency, energy usage, indoor air quality, and materials sourcing. Natural gas would not be used to serve the residential units. *Exhibit 1.C.*

Access, Traffic, and Parking

21. Vehicular access to the development would be from SE Columbia Way, a minor arterial. The Applicant proposes a looped driveway that would connect to SE Columbia Way at two locations, and a separate driveway from SE Columbia Way that would lead directly into the underground parking structure. The looped driveway would pass through the building. *Exhibits 1 and 1.D.*
22. The existing street section along the property frontage includes asphalt roadway and a curb, gutter, planter strip, 14-foot wide shared-use path (Renaissance Trail), and storm drainage. *Exhibit 1.* Proposed street improvements would include widening the street to provide two 12-foot travel lanes and a 14-foot center turn lane and reconstructing the Renaissance Trail to the Heritage Sidewalk standard (Standard Detail T02-02). The sidewalk would be 14 feet wide including four-foot-wide tree wells. *Exhibit 4; Exhibit 1.C.* As recommended by City Staff, an existing pedestrian crossing would be reconstructed and enhanced with lights, and to maintain continued bicycle and pedestrian connectivity along the site during construction, the existing shared-use path would be required to remain open until such time that the riverfront boardwalk is constructed. In addition, storm drainage, lighting, striping, and signage would need to be installed consistent with City standards. *Exhibit 1.*
23. Southeast Columbia Way is subject to a street cut moratorium that is in effect through October of 2024. The Applicant has received City approval of a minor road modification for deviation from the moratorium to cut the street for installation of utilities and frontage improvements. *Exhibits 1 and 1.C.C.*

³ The Applicant will not be seeking LEED certification through the United States Green Building Council, but will self-certify that the requirements are satisfied. *Exhibit 1.C, page 9; Ron Dean Testimony.*

24. For street frontages in excess of 125 feet, City property access standards (VMC 11.80.110) limit the number of driveways along a street frontage to two, unless additional driveways are justified by a traffic engineering study. The Applicant proposes three driveways, including two for the looped driveway and one for the parking garage. *Exhibit 1.C and 4.* The Applicant submitted a sight distance study indicating that all three driveways would meet or exceed minimum sight distance standards. *Exhibit 1.C.R.* City Transportation Staff have no concerns with the proposal. However, in order for the project to demonstrate consistency with code requirements, City Staff recommended that the Applicant provide the code-required justification prior to civil plan approval. Staff requested that the justification include the reason for the third driveway, alternatives that were considered, and the reason why alternatives are not feasible. *Exhibit 7.* This information was not provided in the sight distance study. *Exhibit 1.C.R.*
25. A traffic analysis report was prepared for a different version of the project in August of 2020, which was used to inform the Development Agreement. The project scope at the time was 125,000 square feet of commercial space and 219 apartment units. Based on the trip generation rates contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition for mid-rise housing (ITE land use code 221) and shopping center (ITE land use code 820), the earlier version of the project was expected to generate 2,756 net new average daily trips, including 157 AM peak hour trips and 314 PM peak hour trips. The traffic analysis found that the surrounding street system has capacity to accommodate the projected traffic volumes. *Exhibits 1 and 1.P.*
26. The Development Agreement vested the project to the 314 PM peak hour trips calculated in the August 2020 traffic study and required that the Applicant submit a trip debiting memo in conjunction with the project application. *Exhibit 1.C.A.* The Applicant submitted the required trip debiting memo, which found that with the current slightly smaller project scope, the project would generate 2,713 net new average daily trips, including 156 AM peak hour trips and 312 PM peak hour trips. Thus, the current project is within the allowances of the Development Agreement. *Exhibits 1 and 1.C.B1.*
27. The proposal is expected to add 18 AM peak hour trips to the City's Grove Street/Columbia House Blvd/SR-14 WB Off-Ramp traffic mitigation project. The Applicant would be required to pay a proportionate share contribution to the project of \$10,800.00. The Applicant would also be required to pay transportation impact fees pursuant to VMC 20.915, and concurrency modeling fees for adding PM peak hour trips to Mill Plain Blvd and Fourth Plain Blvd transportation management zones. *Exhibits 1 and 1.C.B1.*
28. The minimum number of parking stalls for the multi-family residential portion of the use is 0.75 space per dwelling unit (163 spaces for the 217 units proposed), and one space per 1,000 square feet of floor area for the commercial portion of the use (107 spaces for 106,659 square feet of floor area). The Applicant proposes to provide 217 residential parking spaces and 153 commercial parking spaces, for a total of 370 parking spaces. Consistent with the Development Agreement, stacking technology would be used to reduce the footprint of the parking area, and at least 100 stalls would be equipped with

electric vehicle charging stations. In addition, both long and short-term bicycle parking areas would be provided. *Exhibit 1.C, pages 9, 28, and 132; Exhibits 1.H and 1.C.A.*

Solid Waste Disposal

29. VMC 20.970 contains detailed requirements for solid waste disposal and recycling. Staff determined that the project complies with most of these requirements, but identified three areas of concern: tenant access, the size of the commercial trash room, and vehicle access to pick up areas. *Exhibit 1.*
30. With respect to tenant access, VMC 20.970.040.A.3 specifies that the maximum distance between any residential unit and the closest garbage/recycling room is 150 feet. The proposed floor plans depict that 175 of the units would be within 150 feet of a garbage/recycling room. The remaining 42 units (approximately six per floor) would exceed this standard, with distances of between 150 and 200 feet from a garbage/recycling room. To address this issue, Staff recommended that the plans be revised, or that the Applicant obtain a variance from or minor adjustment of the provision. The Applicant proposes to seek a minor adjustment at the time of building permit review. *Exhibits 6 and 9.*
31. With respect to commercial solid waste storage, Staff submitted that the 1,208 square foot room proposed does not meet the standard of 100 square feet plus 10 square feet per 1,000 square feet of gross floor area. To address this issue, Staff recommended that the area be increased 1,255 square feet. *Exhibit 1.*
32. With respect to collection vehicle access, the site plan allows collection vehicles to access the commercial solid waste storage room without the need to drive through the site beneath the building overhangs. The building overhangs as proposed are 13 feet, 8 inches, whereas the minimum required is 14 feet, 6 inches. However, the location of the residential storage room is such that a collection vehicle would not be able to access without going beneath the second floor of the building. Staff submitted that the issue could be resolved by either raising the height of the building overhangs or by consolidating the residential solid waste into the commercial storage area on collection days. This would require the area of commercial storage to be increased. *Exhibit 1, pages 16-17.*

Parks and Schools

33. The subject property is located within the bounds of Park District A and the Vancouver School District. Any school aged residents of the multifamily dwellings would attend Harney Elementary, Discovery Middle, and Hudson's Bay High Schools. Payment of park and school impact fees would be required pursuant to VMC 20.915 to mitigate impacts to parks and schools. The fee amounts are based on the fee schedule in effect at the time of building permit application and are payable at the time of building permit issuance. The estimated fee amount is \$3,476 per dwelling unit for parks and \$2,486 per dwelling unit for schools. *Exhibit 1; VMC 20.915.020*

Utilities and Stormwater

34. The proposed development would connect to the municipal water and sewer systems. Based on the Applicant's preliminary plans and subject to recommended conditions, the City is satisfied that municipal utility requirements can be met on the site. *Exhibits 1 and 1.C.L.*
35. An existing 27-inch stormwater pipe, which serves upstream uses, crosses the eastern portion of the subject property and outfalls to the Columbia River. As part of the instant project, the Applicant proposes to relocate the pipe closer to the eastern property line. *Exhibits 1 and 1.C.D.*
36. Stormwater runoff from the developed site would discharge to the Columbia River via the relocated stormwater pipe. Because the river is a flow control-exempt waterbody, no on-site stormwater detention is required. However, a StormFilter vault would be used for water quality treatment of on-site runoff, and four StormFilter catch basins would be used to treat street runoff. StormFilter proprietary technology has been approved by the Washington State Department of Ecology for basic water quality treatment. City Staff submitted that the Applicant's preliminary stormwater report demonstrates that City stormwater requirements can be satisfied on the site. *Exhibits 1 and 1.C.D.*
37. The Applicant has submitted a preliminary erosion control plan demonstrating that the City's erosion control requirements can be met on the site. *Exhibit 1.*
38. The Fire Department reviewed the proposal and determined that it can meet the requirements of VMC Title 16 and the International Fire Code. The Department's recommended conditions of approval address fire hydrants, fire apparatus access, and signage. *Exhibit 1.*

Shoreline and Critical Areas

39. Based on FEMA special flood hazard area mapping, the southern portion of the site is within the 100-year floodplain of the Columbia River, and the northern portion of the site is within the 500-year floodplain. A small portion of the existing boardwalk and seawall are within the floodway. Hydraulic modeling was performed to determine the impact of the project on flood levels. The conclusion of the study was that the project would have no effect on the base flood elevation. *Exhibit 1.R.*
40. A Geotechnical Engineering Report was submitted for the site. One of the issues evaluated in the report was risk of liquefaction during an earthquake, as the site is mapped as having high liquefaction potential. The conclusion of the study was that, based on the soils observed on site, and the proposed removal of liquefaction-susceptible fill soils from under the building footprint for the garage, the risk of structurally damaging liquefaction on site is low. *Exhibit 1.S.*
41. Potential impacts to the seawall were also evaluated by a geotechnical engineer. The construction of the new building is expected to reduce the static and seismic loading on the seawall. The pressure on the seawall would be reduced by removing some of the soil

Findings, Conclusions, and Recommendations

Vancouver Hearing Examiner

Kirkland Renaissance Boardwalk, PRJ-163131/LUP-82094

page 13 of 35

behind the wall for construction of the underground parking garage. The riverfront boardwalk would also be designed to avoid loading the seawall. The concrete beams supporting the boardwalk would be cantilevered, leaving a small gap between the bottom of the boardwalk and the seawall. *Exhibits 1.N and 1.O.*

42. The Columbia River within the project area is designated critical habitat for Lower Columbia River Chinook, Coho, Columbia River Chum, all of which are listed as threatened species under the Endangered Species Act. The project area is also designated critical habitat for bull trout species. *Exhibit 1.Q, page 6.*
43. The banks of the Columbia River in the project area are armored with articulated concrete blocks, large boulders, concrete slabs, and riprap. Bank armoring extends to rock and concrete walls that meet the parking area and the paved park trail. *Exhibit 1.Q, page 5.*
44. The City's shoreline critical areas regulations designate the Columbia River, a Type S stream (i.e., a shoreline of the state), as a Fish and Wildlife Habitat Conservation Area. The regulations require a 100-foot riparian management area (RMA) from the OHWM of Type S streams, and a 75-foot riparian buffer (RB) from the edge of the RMA. *SMP 5A – 20.740.110.* Development may occur within the RB provided that planned mitigation results in no net loss of riparian habitat functions and that functionally significant habitat is preserved. Development may occur within the RMA if it is a water-dependent, water-related or water-enjoyment activity with no feasible alternative, or if it is a road or utility facility that cannot be feasibly located outside of the RMA, which minimizes and mitigates for unavoidable impacts, or if it is mitigation for activities allowed by the SMP. *SMP 5A – 20.740.110.C.2.*
45. The riparian buffer on the project site is poorly functioning, with only narrow strips of vegetation at the top of the rock walls, consisting of primarily of non-native species including English ivy, indigo bush, and Himalayan blackberry. Few trees are present at the edges of hard surfaces. *Exhibit 1.Q, page 5.* The majority of the RMA and RB consist of paved surfaces and buildings. Pursuant to VMC 20.740.110, when impervious surfaces from previous development completely functionally isolate the RMA or RB from the waterbody, the regulated riparian area shall extend from the OHWM to the impervious surfaces. For the subject property, the functioning RMA and RB include the narrow strips of vegetation at the top of the rock walls and end of existing paved areas. *Exhibit 1.Q, page 5.*
46. Approximately 1,603 square feet of low-functioning RMA would be permanently impacted by construction of a cantilevered concrete boardwalk in the southwest portion of the site. Removal of the existing pier in that area is required by the Development Agreement, and the new boardwalk would provide public access consistent with the SMP. Vegetation to be removed would include one shore pine and one red alder growing in landscaped areas at the edge of paved surfaces. Areas of English ivy, false indigo, and Himalayan blackberry sprouting from fractured concrete walls and rubble between the existing pier and the edge of the parking lot would be shaded by the new boardwalk. To compensate for the loss of RMA, approximately 2,949 square feet of shallow water

habitat would be enhanced along the shoreline through removal of the existing wood pier (2,949 square feet) and cutting 59 timber piles at ground level, which would remove overwater shading and improve the habitat for use by juvenile salmonids. The Applicant's consultant submitted that with this mitigation the proposal would result in no net loss of shoreline functions, consistent with the criteria of SMP 20.740.060. *Exhibit 1.Q, pages 7 and 8.* Restoration of the shoreline currently impacted by the pier would be based on a plan developed by qualified biologists and engineers, consistent with SMP 5.5. *Exhibit 1.C, pages 85-87.*

47. To minimize impacts to the Columbia River, best management practices to be implemented during piling removal would include: following the Washington Department of Fish and Wildlife-approved in-water work window; staging equipment in upland areas; removing treated wood pilings during summer low water conditions; installing silt curtains as needed; removing cut piles by crane or excavator to avoid dragging; minimizing damage to wood piles during removal to avoid treatment compounds entering the water; disposing of the pilings at an upland off-site facility; not attempting to clean material from the pilings; and not removing the pilings through shaking or vibrating. *Exhibit 1.Q, page 9.*
48. The Shoreline Master Program (SMP) designates the subject property as a High Intensity shoreline environment. Water-related/water-enjoyment commercial uses (such as restaurants) are permitted in the High Intensity environment with a minimum setback of 25 feet, and a maximum building height of 35 feet when within 100 feet of the shoreline, or 45 feet when more than 100 feet of the shoreline. For non-water oriented commercial uses (such as offices), the minimum setback is 100 feet and the maximum building height is 35 feet. *SMP Table 6-1.* Building heights in excess of 35 feet are allowed pursuant to SMP 6.4.3.7, which specifies that mixed-use commercial development may use the height limit of the underlying zone when the project meets SMP 6.3.4 and SMP 5.8.1 (commercial use and visual access provisions), is located on a High Intensity shoreline of the Columbia River within the Columbia River Shoreline Enhancement Plan District, has a formally-approved master plan that complies with the SMP including SMP 3.2 (shoreline of the state provisions), includes water-oriented uses, provides public access to the shoreline, and restores degraded shorelines. *Exhibit 1.C, page 112; SMP 6.3.4.7; SMP Table 6-1.* The Applicant proposes to utilize the height allowance of the underlying CX zone pursuant to SMP 6.4.3.7. The south side of the mixed-use building, which would contain both water-related/water-enjoyment and non-water-oriented uses, would be approximately 50 feet high. *Exhibits 1.C, 1.G, and 3.*
49. With respect to building setbacks, the south side of the proposed mixed-use building would be set back 25 feet from the ordinary high water mark. Based on consultation with Department of Ecology staff, City Planning staff submitted that as long as water-related/water-enjoyment uses are on the ground floor of the building, the non-water-oriented uses could be on the higher floors consistent with the setback standard. The Applicant proposes to place restaurants (a water-related/water-enjoyment use) on the ground floor of the south side of the building. *Exhibits 1 and 3.*

50. Multifamily residential development is permitted in the High Intensity shoreline environment with a setback of 35 feet and a maximum building height of 35 feet. *SMP Table 6-1*. The proposed apartment units would be within the northern portion of the building, more than 35 feet from the ordinary high water mark. *Exhibits 2 and 3*. The residential tower would reach a height of 100 feet, consistent with the property zoning, based on the exemption from the height limit provided for master planned mixed-use developments. *Exhibit 1.C, page 112; SMP 6.3.4.7*.
51. Consistent with the SMP's commercial regulations, the project has demonstrated compliance with applicable SMP provisions as follows: no net loss of ecological functions; loading and service areas would be in the interior of the site and not waterward of the structure; and the non-water-oriented commercial uses (e.g., offices) would be incorporated into a master planned, mixed-use project that includes water-oriented uses, and which provides public benefits including public access and ecological restoration. The non-water-oriented uses would occupy less than 85% of the parcel frontage. *SMP 6.3.4; Exhibit 1.C, pages 113-114*.
52. Consistent with the SMP's goals and policies for shorelines of statewide significance (SMP 3.2), the project would increase public access and recreational opportunities within the shoreline, and includes restoration of an area impacted by the existing pier. Development would be focused in an already developed shoreline area; no natural shoreline would be affected. *Exhibit 1.C, page 81*.
53. Underground utilities that are perpendicular to the shoreline require a shoreline conditional use permit in the High Intensity shoreline. *SMP Table 6-1*. The new stormwater pipe would be placed within a public easement along the eastern property line. The work would be within a previously developed area and the outfall would be above the ordinary high water mark. A walkway within the easement would provide a connection between the Renaissance Trail along Columbia Way and the riverfront trail. Thus, the use would enhance public use of the shoreline. It would also facilitate development of the site consistent with the High Intensity shoreline designation. To minimize shoreline disturbance, the existing stormwater pipe, which outfalls below the ordinary high water mark, would be filled with grout and left in place. *Exhibit 1.C, pages 78-80*.
54. Consistent with the utilities regulations of the SMP, the proposed stormwater pipe would be installed underground. The location within the shoreline jurisdiction is unavoidable because the outfall is the Columbia River. The stormwater line would be installed in an already paved area near the existing stormwater line, in the most direct route feasible. The outfall would not affect any native aquatic vegetation; the location would be within a concrete-hardened bank. *Exhibit 1.C, pages 119-120*.
55. Consistent with the SMP's general shoreline use regulations (SMP 5.1), the proposed restaurant uses closest to the river would be classified as water-oriented/water-enjoyment uses. The development would not require shoreline stabilization and would not affect surface navigation. The building design considers impacts to public views by providing a

view corridor through the building from the Renaissance Trail, and a view corridor would also be provided from the Renaissance Trail through the easement along the eastern property line. The public would also have access to the riverfront boardwalk. *Exhibit 1.C, pages 81-82.*

56. Consistent with SMP 5.1.2, direct impacts to the Columbia River have been avoided. Some impact to the RMA is unavoidable to provide public access to the river as required by the Development Agreement and the SMP. The impact has been minimized by placing the boardwalk landward of the ordinary high water mark. Mitigation for impacts would be provided through removal of the existing pier. *Exhibit 1.C, pages 83-84.*
57. Consistent with the SMP's public access provisions (SMP 5.4), public access to the shoreline would be provided through the Renaissance Boardwalk/riverfront trail, which would connect to the Renaissance Trail at both the western and eastern property boundaries. The eastern extent of the riverfront trail would eventually connect to the National Park Service Waterfront Park to the east. Because the adjacent land uses are public park to the east and public right-of-way to the west, no protections against trespass to neighboring properties are needed. The public access would be connected to a barrier-free route of travel and would include ADA facilities. The public use of the riverfront trail would be preserved through a public access easement. Signage and interpretative displays would be provided consistent with City ordinances and the Development Agreement as applicable. The riverfront trail would be maintained by the Applicant. *Exhibit 1.C, pages 85-87.*
58. Because the subject property is a developed site that consists almost entirely of impervious surfaces, some of the site planning requirements of SMP 5.6 do not apply. With respect to the applicable requirements, the project utilizes an existing transportation corridor and provides pedestrians with safe and convenient circulation facilities. The parking garage would be below ground and would not be visible except from the entrance from Columbia Way. Portions of the boardwalk would be cantilevered to minimize impacts to the shoreline. No fences are proposed. There are no aquaculture operations nearby. *Exhibit 1.C, pages 87-91.*
59. Consistent with the clearing, grading, fill and excavation requirements of the SMP, no excavation or fill would be placed waterward of the ordinary high water mark. *Exhibit 1.C, pages 89-91.*
60. SMP 5.6.3.1 requires non-single-family structures to incorporate architectural features that provide compatibility with adjacent properties, enhance views of the landscape from the water, and reduce scale to the extent possible. In this case, surrounding properties are publicly owned and there is only one building in the vicinity. Raised planters would be used to landscape the site and enhance views from the water. The building would include sections with differing shapes and heights to minimize scale. *Exhibit 1.C, page 91; Exhibit 2.*
61. SMP 5.6.3.2 and 5.6.3.3 address building materials, requiring surfaces adjacent to the

water to minimize reflected light, and requiring structures taller than two stories to have façade treatments and windows designed to prevent bird collisions. The Applicant submitted that primary exterior material of the river-facing portion of the building is non-reflective fiber cement panel. No specific information was provided on prevention of bird collisions, but the Applicant submitted that evaluation of the technology would be completed during permitting. *Exhibit 1.C, page 92.*

62. The vegetation conservation provisions set forth in SMP 5.7 are largely inapplicable due to the existing character of the site. Most of the vegetation outside of the riparian area consists of parking lot landscaping, which would be removed for redevelopment of the site. There are no mature or multi-storied plant communities on the site. *Exhibit 1.C, pages 92-93.*
63. Consistent with the view and aesthetics requirements of SMP 5.8, the proposal includes visual access from the proposed boardwalk, and from the Renaissance Trail through the pathways along the property lines. No residential views would be affected by the development. Views towards the Interstate Bridge from the Vancouver Land Bridge and from the Waterfront Park would be partially obstructed, but views from those properties to the south and southeast would not be affected. *Exhibit 1.C, page 94.*
64. The project would meet the water quality requirements of SMP 5.9 through treatment of stormwater runoff prior to discharge into the river and through implementation of erosion and sediment control best management practices during construction. *Exhibit 1.C, pages 95-96.*
65. Because the subject property is in an area of high probability for discovery of archaeological resources, the Applicant had an archaeological survey prepared for the site. The survey recommendation was that a monitoring and inadvertent discovery plan (MIDP) be implemented during site development. The Washington Department of Archaeology and Historic Preservation (DAHP) concurred with the result, and the requirement has been incorporated into the recommended conditions of approval. *Exhibits 1 and 1.J.*

Shoreline Exemption

66. The existing boardwalk/pier was legally established in 1975 pursuant to shoreline permit number V-21-75. The Applicant proposes to replace it with a boardwalk located entirely landward of the ordinary high water mark, but with no setback from the ordinary high water mark. The SMP's current setback standard for water-related recreational uses in the High Intensity designation, including trails, is 20 feet. *SMP Table 6-1; Exhibit 1.C.*
67. The Applicant seeks an exemption from the SSDP requirement for the boardwalk replacement as "normal maintenance or repair of existing legally-established structures" pursuant to SMP 2.3.2.2, so as to allow it to be constructed at the ordinary high water mark without need of a variance. *Keith Jones Testimony; Exhibit 1.C.* The provision specifies that "replacement of a structure or a 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.” SMC 2.3.2.2. The Applicant submitted, and City Planning Staff concurred, that the boardwalk portion of the project meets the criteria for repair.⁴ It would be placed in the same general location as the existing boardwalk, except pulled back to the ordinary high water mark so as to restore previously shaded nearshore habitat. It would be sized to accommodate current fire access and multimodal use requirements. *Exhibits 1 and 1.C.*

68. Section 2.5.3 of the SMP has provisions on nonconforming structures that are also relevant to the review, in that they, similarly to the “normal maintenance or repair” exemption from the SSDP requirement, allow a nonconforming structure to be maintained or repaired. SMP 2.5.3. However, per SMP 2.5.3.3, the existing boardwalk, which is located between the eastern boundary of Wintler Park and the railroad bridge, is expressly designated as considered a conforming use because it was approved via a shoreline permit.

Notice and Comments

69. In written comments, the Washington Department of Ecology identified the solid waste management and water quality requirements that apply to the project, including the requirement to obtain coverage under the Construction Stormwater General Permit. Ecology’s comments were incorporated into the recommended conditions of permit approval. *Exhibit 1.M.*
70. The Washington State Department of Transportation (WSDOT) submitted comments requesting that lighting on site comply with RCW 47.36.180 to avoid glare to motorists on I-5, and requesting that its 40-foot wide sewer easement remain unencumbered. These requests were incorporated into the recommended conditions of approval. *Exhibits 1 and 1.K.*
71. The WSDOT Aviation Division submitted comments expressing concern that the project represents development that is incompatible with Pearson Field. The subject property is near the west end of Pearson Field Runway 8, in an area identified by WSDOT as Zone 2. WSDOT recommended that mixed-use developments be prohibited in Zone 2 due to the mass congregation of people, as Zone 2 is the area where the risk of aircraft accident is the greatest. *Exhibit 1.L.*
72. Pursuant to the State Environmental Policy Act (SEPA), the City of Vancouver acted as lead agency for review of environmental impacts caused by the proposal. After review of

⁴ The undersigned notes that it is not abundantly clear in the record that the proposed replacement is similar in scale to the existing boardwalk. In some materials, it sounds like the boardwalk extends all the way along the southern property line, while in others, it is just the big pier at southwest corner. The information provided in Exhibit 5 is hard to read. Google Maps shows some kind of walkway along southern property line, but it is not evident whether it is publicly accessible, or is just a paved setback. The information as to the level of public access approved in 1975 is vague and that decision isn’t in the record.

the Applicant's environmental checklist and application materials, the SEPA Responsible Official issued a notice of application, virtual public hearing, and optional determination of non-significance (DNS) on October 13, 2022. After reviewing agency comments submitted during the comment period, the City issued a final DNS on November 17, 2022. The City received no public comment on the application. *Exhibits 1 and 8; Keith Jones Testimony.*

73. At the conclusion of the hearing, City Staff maintained their recommendation for approval of the master plan and the shoreline permits, and also maintained their recommendation for denial of the zoning variance. *Exhibit 1; Keith Jones Testimony.*

CONCLUSIONS

Jurisdiction:

Pursuant to VMC 20.210.020.D, when more than one permit is required for a given proposal, all applications are consolidated into a single review subject to the highest type of procedure that applies to any of the applications. In this case, the application with the highest type of procedure is the planned development, which is a Type IV review process. The Hearing Examiner has jurisdiction to issue findings, conclusions, and recommendations to City Council on planned development applications. Consequently, recommendations will be issued for the zoning variance and shoreline permits also. Pursuant to SMP 7.4.4, the City's action on the shoreline conditional use permit is a recommendation to the Washington State Department of Ecology.

Criteria for Review:

Zoning Variance

Pursuant to VMC 20.290.040.B, the applicant for a Type II Variance (i.e., a variance exceeding 20 percent of the standard) must demonstrate compliance with the following criteria:

1. Unusual circumstances or conditions apply to the property and/or the intended use that do not apply generally to other property in the same vicinity or district;
2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district;
3. The variance requested is the least necessary to relieve the unusual circumstances or conditions identified in Subsection (1) above;
4. The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which property is located;
5. Any impacts resulting from the variance are mitigated to the extent practicable; and
6. If more than one variance is being requested, the cumulative effect of the variances results in a project that is still consistent with the overall purpose of the underlying zoning district.

Master Plan

Pursuant to VMC 20.620.030.A, a master plan approval is required prior to development in the Columbia River Shoreline Enhancement Plan district, which shall be processed per the requirements of VMC 20.260, Planned Developments. Pursuant to VMC 20.260.050.A, to receive approval for a planned development, the Applicant must demonstrate compliance with all of the following criteria:

1. Content. The concept plan contains all of the components required in Section 20.260.070. Compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section 20.260.030(D)(2).
2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design.
3. Transportation system capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.
4. Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase is completed.
5. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.
6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per section 20.260.020(C) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.
7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

Design Review

Pursuant to VMC 20.265.040.A, the decision maker shall base all reviews of the design of any proposed construction, remodeling or development according to the following criteria:

1. The requirements, guidelines, and applicable provisions of this Title that are applicable to the zoning district where the property is located and including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval;
2. The Downtown Design Guidelines Manual kept on file and available for public

inspection at the Community Development Department or VMC 20.640 Vancouver Central Park Plan District, as applicable;

3. The relationship found to exist between existing structures and open space, and between existing structures and other structures in the vicinity, and the expected effect of the proposed construction upon such relationships;
4. The impact of the proposed construction on adjacent uses, including impact of new or revised parking and pedestrian uses; and
5. The protection of neighboring uses from identifiable adverse effects of the design of the proposed construction.

Shoreline Conditional Use Permit

Pursuant to the City's Shoreline Master Program at Sections 2.7.3 and 7.4.4, for uses that are listed in the SMP as conditional uses in the environment in which they are proposed to be located, the conditional use application may be approved or approved with conditions if the decision maker finds the Applicant has demonstrated consistency with the following criteria:

1. The proposed use is consistent with the policies of RCW 90.58.020, WAC 173-27-160 and all provisions of this Program;
2. The use will not interfere with normal public use of public shorelines;
3. The proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and this Program;
4. The proposed use will cause no significant adverse effects to the shoreline designation in which it is to be located;
5. The public interest will suffer no substantial detrimental effect; and
6. Consideration has been given to the cumulative impact of additional requests for like actions in the area.

Shoreline Substantial Development Permit

Pursuant to the City's Shoreline Master Program Section 7.4.3.2 and 2.2, the decision maker may approve an application for a shoreline substantial development permit if the proposal is consistent with the following criteria:

1. The policies and procedures of the Shoreline Management Act of 1971, as amended (RCW 90.58).
2. The provisions of WAC 173-27 or its successor.
3. The City of Vancouver Shoreline Master Program.

Shoreline Management Act

Chapter 90.58 RCW, the Washington State Shoreline Management Act (SMA) of 1971, establishes a cooperative program of shoreline management between the local and state governments with local government having the primary responsibility for initiating the planning required by the chapter and administering the regulatory program consistent with

the Act. The City of Vancouver Shoreline Master Program provides goals, policies, and regulatory standards for ensuring that development within the shorelines of the state is consistent the policies and provisions of Chapter 90.58 RCW.

The intent of the policies of RCW 90.58.020 is to foster “all reasonable and appropriate uses” and to protect against adverse effects to the public health, the land, and its vegetation and wildlife. The Shoreline Management Act mandates that local governments adopt shoreline management programs that give preference to uses that (in the following order of preference): recognize and protect the statewide interest over local interest; preserve the natural character of the shoreline; result in long term over short term benefit; protect the resources and ecology of the shoreline; increase public access to publicly owned areas of the shorelines; and increase recreational opportunities for the public in the shoreline. The public’s opportunity to enjoy the physical and aesthetic qualities of natural shorelines of the state is to be preserved to the greatest extent feasible consistent with the overall best interest of the state and the people generally. To this end uses that are consistent with control of pollution and prevention of damage to the natural environment, or that are unique to or dependent upon use of the state’s shoreline, are to be given preference.

Washington Administrative Code

WAC 173-27-140 Review criteria for all development

- (1) No authorization to undertake use or development on shorelines of the state shall be granted by the local government unless upon review the use or development is determined to be consistent with the policy and provisions of the Shoreline Management Act and the master program.
- (2) No permit shall be issued for any new or expanded building or structure of more than thirty-five feet above average grade level on shorelines of the state that will obstruct the view of a substantial number of residences on areas adjoining such shorelines except where a master program does not prohibit the same and then only when overriding considerations of the public interest will be served.

WAC 173-27-150

- (2) Local government may attach conditions to the approval of permits as necessary to assure consistency of the project with the act and the local master program.

WAC 173-27-190 Permits for substantial development, conditional use, or variance.

- (1) Each permit for a substantial development, conditional use or variance, issued by local government shall contain a provision that construction pursuant to the permit shall not begin and is not authorized until twenty-one days from the date of filing as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.140 (5)(a) and (b).

Shoreline Exemption

SMP 2.3.1: General Requirements

1. Except as specifically excepted by statute (Section 2.1.1), all proposed uses and development occurring within shoreline jurisdiction must conform to the Act and this Program.

2. Uses and developments that are not considered substantial developments pursuant to RCW 90.58.030(3)(e), WAC 173-27-040, and Section 2.3.2 of this Program shall not require a substantial development permit but shall conform to the policies and regulations of this Program and the Act and shall obtain a Statement of Exemption (Sections 2.3.3 and 7.4.2).
3. A use or development that is listed as a conditional use pursuant to this Program or is an unclassified use or development must obtain a conditional use permit (Section 2.7 and 7.4.4) even if the development or use does not require a substantial development permit.
4. When a development or use is proposed that does not meet the bulk, dimensional, and/or performance standards of this Program, such development or use shall only be authorized by approval of a shoreline variance (Section 2.6 and 7.4.5) even if the development or use does not require a substantial development permit.
5. If a shoreline substantial development permit is required for any part of a proposed development, then a shoreline substantial development permit is required for the entire proposed development project.
6. Exemptions from the requirement to obtain a shoreline substantial development permit shall be construed narrowly. Only those developments that meet the precise terms of one or more of the listed exemptions may be granted exemptions from the substantial development permit process.
7. The burden of proof that a development or use is exempt from the requirement to obtain a shoreline substantial development permit is on the applicant for the development action.

SMP 2.3.2: List of Exemptions

The following activities shall be considered exempt from the requirement to obtain a shoreline substantial development permit but shall obtain a statement of exemption, as provided for in Section 2.3.3.

1. Any development of which the total cost or fair market value does not exceed seven thousand forty-seven dollars (\$7,047.00)
2. Normal maintenance or repair of existing legally-established structures or developments, including damage by accident, fire, or elements. "Normal maintenance" includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition. "Normal repair" means 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....

SMP 2.3.3: Statements of Exemption

1. Any person claiming exemption from the substantial development permit requirements shall make an application to the Shoreline Administrator for such an exemption in the manner prescribed by the Shoreline Administrator....
2. The Shoreline Administrator is authorized to grant or deny requests for statements of exemption from the shoreline substantial development permit requirement for uses and developments within shorelines that are specifically listed in Section 2.3.2. The statement shall be in writing and shall indicate the specific exemption of this Program that is being applied to the development, and shall provide a summary of the Shoreline Administrator's analysis of the consistency of the project with this Program and the Act.
3. Statements of exemption may contain conditions and/or mitigating measures of approval to achieve consistency and compliance with the provisions of this Program and Act.
4. A denial of an exemption shall be in writing and shall identify the reason(s) for the denial.
5. The letter shall be sent per section 7.4.2.
6. The Shoreline Administrator's decision on a statement of exemption may be appealed in accordance with the procedures in Section 7.4.8.
7. Exempt activities shall not be conducted until a statement of exemption has been obtained from the Shoreline Administrator.

Conclusions Based on Findings:

A. Variance

1. The Applicant has not demonstrated that a variance is necessary to preserve and enjoy a "substantial property right" per variance criterion 2. The building height allowed by right in the Applicant's height zone is 50 feet, or 75 feet with FAA and Pearson Field approval. Heights higher than that are conditional, and therefore not a "right." In this case, the Applicant seeks to be alleviated from the condition that floors above 75 feet are limited to 12,000 square feet. Because there is no right at issue, denying the requested variance does not prevent the Applicant from exercising any rights. Further, the site plans demonstrate that the Applicant is able to develop significant commercial and residential space within the code's dimensional standards, expressly enough to meet the requirements of the Development Agreement. *Findings 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16.*
2. Although the Applicant argued that it should receive additional building area on Floor 8 to make up for building area lost elsewhere on the site, the Hearing Examiner does not find the Applicant's evidence on site constraints to be sufficiently compelling to warrant granting a variance. In general, the presence of easements on a parcel is not unique, and in this case, the easements at issue do not constrain a substantial portion of the site. With respect to the FAA height limits affecting Floor 9, the limit is due to the close proximity of the Pearson Field runway, which is a reason to exercise caution in granting additional building area at the highest levels of the building. Finally, the Applicant has made design choices that result in undeveloped area in the center of the site, which detracts from the

argument that the other site constraints are the source of the problem. *Findings 10, 11, 12, 13, 14, 15, and 16.*

3. Although the Applicant argued that its height restriction is more severe than other properties in the vicinity, this is an argument that would more appropriately be made in support of a zoning code amendment, not a variance. The restriction itself cannot be the basis for a variance from the restriction. In the adopted code, a height limit was expressly applied to the subject property for a specific reason. Further, even if the Applicant is uniquely affected by the height restriction, the Applicant is not uniquely affected by the floor area limit of 12,000 square feet within the highest height range. Figure 20.630-4 depicts that numerous properties are subject to a height range in which, per VMC 20.630.050.C, the highest floors are limited to 12,000 square feet. Consequently, the Hearing Examiner concludes that, on the record submitted, to grant the requested variance would be to grant a special privilege. *Findings 14 and 16.*

B. Master Plan – Planned Development

1. As conditioned, the plans demonstrate compliance with the content requirements and development standards for planned developments set forth in VMC 20.260. The proposed uses are allowed in the CX zone. However, because the criteria for a zoning variance are not satisfied, a condition is needed to ensure that the floor area above 75 feet in height does not exceed 12,000 square feet. Adequate parking would be provided. *Findings 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 21, 28, 29, 30, 31, 32, 69, 70, 71, 72, and 73.*
2. As conditioned, the development demonstrates use of innovative, aesthetic, energy-efficient and environmentally friendly architectural and site design. The project would be designed to LEED Gold standards, use stacking technology to reduce the scale of the parking area, provide visual access to the river in multiple locations, and implement a design concept that is compatible with the riverfront setting. *Findings 5, 17, 18, 19, 20, and 73.*
3. There is sufficient capacity in the transportation system for the traffic generated by the development. *Findings 21, 22, 23, 24, 25, 26, 27, and 28.*
4. Adequate public services are available to the development. In addition, the project includes stormwater pipe improvements that would benefit the public. *Findings 34, 35, 36, 37, 38, 60, 70, 71, 72, and 73.*
5. As conditioned, natural and historic resources would be protected consistent with ordinance standards. No high-functioning habitat would be disturbed by the development. Consistent with the critical areas criteria of VMC 20.740.060, impacts to the RMA of the Columbia River for development of the boardwalk would be mitigated through removal of the pier. There would be no net loss of shoreline functions. Implementation of a monitoring and inadvertent discovery plan as required in the recommended conditions would ensure that any archaeological resources present on the site are protected. *Findings 39, 40, 41, 42, 43, 44, 45, 46, 47, 59, 65, 72, and 73.*

6. As conditioned, the proposed development would be compatible with adjacent uses. The amount of on-site parking would exceed the minimum required by code to reduce the risk of spillover into the adjacent public park. Lighting would be restricted consistent with WSDOT comments to ensure that glare from the site does not impact motorists on I-5. The site design would provide connections between the Renaissance Trail and the proposed boardwalk. *Findings 2, 3, 4, 5, 6, 7, 8, 9, 18, 19, 20, 22, 58, 69, 70, 71, 72, and 73.*
7. Mitigation of off-site impacts would be accomplished through payment of park, school, and traffic mitigation fees. Lighting would be installed consistent with applicable City and state standards. The interior open spaces would include trash receptacles. There are no immediately adjacent land uses that would be affected by noise from the development. Noise impacts from external sources such as the Pearson Field, the Portland Airport, and the railroad would be addressed through implementation of a Noise Impact Reduction Plan. *Findings 5, 7, 18, 22, 27, 29, 30, 31, 32, 33, 70, 71, 72, and 73.*

C. Design Review

1. As conditioned, the proposal is consistent with the requirements of the CX zone and the applicable overlay districts. The only CX development standard that is applicable to the use is building height. Because the criteria for a variance from the floor area limit of VMC 20.630.050 are not satisfied, the conditions of approval limit floors over 75 feet to a gross floor area of 12,000 square feet. Minor changes to building design may be required to meet the City's solid waste disposal requirements. These changes, if warranted, are addressed in the conditions of approval. *Findings 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 29, 30, 31, 32, 69, 70, 71, 72, and 73.*
2. As conditioned, the proposal is consistent with the applicable design guidelines. *Findings 17, 18, 19, 20, and 73.*
3. The proposed development would not adversely affect existing relationships between buildings or between buildings and open space. *Findings 5, 7, 18, 22, 27, 29, 30, 31, 32, 33, 70, 71, 72, and 73.*
4. As conditioned, the proposal would not adversely affect adjacent uses. The conditions of approval incorporate the requirements of WSDOT to prevent the impacts of glare on motorists and require a no hazard determination from the FAA to ensure that there are no adverse impacts to aviation or public safety due to the project's close proximity to Pearson Field. The conditions also require public access to the Renaissance Trail to be maintained during construction until the riverfront boardwalk is completed. *Findings 2, 3, 4, 5, 6, 7, 8, 9, 18, 19, 20, 22, 58, 69, 70, 71, 72, and 73.*
5. As described above, the conditions of approval include provisions to protect neighboring uses from the potential effects of glare and building height. *Findings 5, 6, 7, 8, 9, 18, 19, 20, 22, 58, 69, 70, 71, 72, and 73.*

D. Shoreline Conditional Use Permit

1. As conditioned, the proposed storm pipe relocation is consistent with the policies of RCW 90.58.020, WAC 173-27-160 and all applicable provisions of the SMP. The proposed utility project is consistent with RCW 90.58.020 in that it would be located underground in a developed portion of the shoreline, such that no natural area or public view would be impacted, and the easement containing the pipe would allow for public access to the shoreline. The use requires a shoreline location because the stormwater outfalls to the river. WAC 173-27-160 contains the review criteria for shoreline conditional use permits. The City's conditional use criteria track the state criteria closely, such that compliance with the City's criteria will result in compliance with the state criteria. The proposed utility project is consistent with the applicable regulations of the SMP as follows. The use is allowed in the High Intensity shoreline designation with approval of a shoreline conditional use permit. Consistent with SMP 6.3.14, the storm pipe would be located underground, would preserve the natural landscape, would not affect scenic views, and would support – not conflict with – surrounding land uses. The outfall would be above the ordinary high water mark within a previously hardened bank. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*
2. The utility installation would not interfere with normal public use of public shorelines. A public pathway to the riverfront boardwalk would be provided within the utility easement. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*
3. The proposed stormwater pipe replacement would be compatible with other authorized uses in the area. The storm pipe would accommodate runoff from upstream properties as well as runoff from the subject property and would be placed underground. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*
4. As conditioned to ensure construction complies with applicable City regulations regarding erosion control, construction access, etc., the utility replacement would cause no significant adverse effects to the High Intensity designation. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*
5. The record contains no evidence that would support a conclusion of substantial detrimental effect to the public interest if the utility project is completed as conditioned herein. The proposed pipe would replace an existing deteriorated pipe. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*
6. Consideration was given to the cumulative impact of additional requests for like actions in the area. As conditioned, no issues of concern have been identified. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*

E. Shoreline Substantial Development Permit

1. As conditioned, the proposal is consistent with the policies and procedures of the Shoreline Management Act. The proposal represents a reasonable use of the High Intensity shoreline, which would provide long-term benefits to the public through significant shoreline access improvements, which improvements would provide

connections to the adjacent park and to the City's Renaissance Trail network. The project represents the redevelopment of a previously developed site, so no natural shoreline areas would be affected. Pollution would be controlled through the proposed stormwater improvements and erosion control plan. *Findings 2, 3, 5, 6, 8, 9, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 69, 70, 71, 72, and 73.*

2. As conditioned, the proposal would be consistent with WAC 173-27. Although the proposal is for a building exceeding 35 feet above grade, no residential views would be affected, and the master program allows for the additional height. *Findings 5, 6, 7, 8, 9, 10, 11, 18, 19, and 73.*
3. As conditioned, the proposal is consistent with applicable provisions of the SMP, as summarized in the Findings. With approval of the master plan, the inclusion of restaurants on the ground floor of the building, the development of the boardwalk, and the removal of the existing pier (requirements of SMP 6.3.4.7 and Table 6-1), the proposed mixed-use building meets the height and setback standards of the High Intensity zone. A condition has been added to ensure that building design includes adequate provisions for avoiding bird collisions to be consistent with SMP 5.6.3.2 and 5.6.3.3. As concluded below, the City Council's decision on what shoreline permitting is in fact required to replace the existing boardwalk as/where proposed would address the question of compliance with the 20-foot shoreline setback. *Findings 2, 3, 5, 6, 8, 9, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 69, 70, 71, 72, and 73.*

F. Shoreline Substantial Development Permit Exemption

1. Pursuant to SMP 2.3.3.2, decisions on requests for shoreline exemption are decided by the Shoreline Administrator. It was not clear in the staff report and Applicant materials whether a shoreline exemption had been administratively approved prior to the hearing or was required to be made as part of the instant proceedings and included in the instant recommendation to Council for final decision. At hearing, Staff clarified that a decision on exemption is requested in the instant proceedings. *Finding 67.* However, a close read of the SMP generates confusion as to whether a shoreline exemption can be granted in the instant case or can accomplish the intention stated by Planning Staff of allowing replacement of the existing boardwalk without a shoreline variance. Section 2.3.1 of the SMP is clear that (1) the statement of exemption is an exemption from the requirement to obtain a shoreline substantial development permit, it is not an exemption from compliance with the regulations of the SMP, (2) projects that do not meet the SMP's bulk and dimensional standards require a shoreline variance even if the project is exempt from the requirement to obtain a shoreline substantial development permit, and (3) when a project contains exempt development and non-exempt development, the entire project requires an SSDP. Thus, the SMP can be read to mean that the proposed boardwalk, as an integral part of a planned development, does not qualify for an exemption.
2. One potential alternative to shoreline exemption is that the SMP contains provisions that allow for repair or replacement of legally nonconforming structures. *SMP 2.5.3.*

However, the SMP expressly designates the existing boardwalk as “conforming.” The designation of “conforming” would appear to have the function of expressly removing the right for property owners to apply for repair as legally nonconforming structures under SMP 2.5.3.2. The question of whether the “conforming” designation has this effect is a question of legislative intent, which is best decided by City Council. The question is confusing because the Development Agreement - which expressly requires replacement of the boardwalk and essentially directs that the waterfront path be placed on the seawall - and the SMP - which was clearly adopted with redevelopment of the subject property in mind and which requires redevelopment to be brought into compliance with the current SMP setback – were adopted by Council at approximately the same time and yet require two different outcomes. The City’s Hearing Examiner requests that the legislative body review the two governing documents against the proposal and determine whether SMP Section 2.5.3.3’s apparent designation of the boardwalk as “conforming” means it is not eligible for repair as a legally nonconforming structure under SMP 2.5.3.2. If this designation does render the boardwalk ineligible for repair as a nonconforming structure, then exemption and variance appear to be the only means of replacing the boardwalk in the shoreline as proposed.

3. If the undersigned has misconstrued the SMP with respect to the project’s eligibility for a shoreline exemption, the following recommendation is entered. In order to qualify for a shoreline exemption, the replacement of the existing boardwalk must be determined to be “normal repair” pursuant to SMP 2.3.2.2, which allows “replacement of a structure [to] 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... .” The record submitted contains insufficient information about the exact extent and location of the existing boardwalk to make an accurate factual determination of compliance with this requirement. The undersigned recommends that the record be supplemented with sufficiently detailed information to allow the determination of whether the proposed replacement boardwalk is similar enough in scale to the previously approved feature that the proposed replacement can qualify for the requested shoreline exemption. *Findings 66, 67, and 68.*
4. If neither the criteria for repair under SMP 2.5.3.2 nor those for shoreline exemption can be satisfied, a shoreline variance may be required. In the opinion of the undersigned, a requirement to obtain a shoreline variance would not be consistent with the apparent intent of Council in adopting the Development Agreement that essentially requires the path to be replaced on the seawall. Nevertheless, on the record submitted, no recommendation can be made on the request for shoreline exemption, and the path forward on the permitting required to replace the boardwalk is deferred to the judgment of the legislative body.

RECOMMENDATIONS

Based on the foregoing findings and conclusions, the requested variance should be **DENIED**. The requested planned development, shoreline conditional use permit, and shoreline substantial development permit should be **APPROVED** subject to the conditions below, which are to be satisfied by the Applicant or successors in interest.

General

1. Comply with the requirements of the Washington State Department of Ecology letter dated November 14, 2022 (Exhibit 1.M).

Prior to Ground Disturbing Activity

2. Prepare an archaeological monitoring & inadvertent discovery plan (MIDP). Submit the MIDP to staff along with any correspondence with the Department of Archaeological and Historic Preservation (DAHP) related to preparation of the MIDP.

Prior to Civil Plan Approval

3. Pay concurrency modeling fee of \$1,500.
4. Pay proportionate share fees totaling \$10,800.
5. The 40-foot sewer easement that runs along the western end of the site shall not be encumbered in any way including building overhangs.
6. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
7. New and existing fire hydrant locations related to this project shall be shown.
8. Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
9. Include the following note on the water utility pages: "Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit."
10. Include an approved fire response plan in both the civil plans and the architectural plans.
11. Consistent with Transportation Staff analysis in the record at Exhibit 7, the Applicant shall provide a memo or addendum to the traffic analysis report that discusses the reason for the proposed third site access from SE Columbia Way. This memo or addendum must include a discussion of other access options that were considered and an explanation of why these options are not feasible.
12. The building design shall be amended to include façade treatments, mechanical equipment, and windows designed and arranged to prevent bird collisions using the best available technology consistent with SMP 5.6.3.2 and 5.6.3.3.

Prior to Building Permit Issuance

13. Adjust and/or consolidate boundary lines as necessary to comply with the building code.
14. The 40-foot sewer easement that runs along the western end of the site that shall not be encumbered in any way including building overhangs.
15. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
16. Obtain a letter of no hazard from the FAA including any approvals for construction cranes.
17. Increase the size of the commercial solid waste room to meet the minimum required solid waste storage space (1,255 square feet). Provide more detail on commercial trash room such as footprints for intended solid waste receptacles and equipment.
18. The project shall ensure adequate solid waste collection vehicle access for residential units as well as commercial units. The proposed design must be altered to ensure adequate access, either by relocating residential collection to the commercial solid waste collection location, or by redesigning the building to allow for collection trucks to safely drive under the two building overhangs, or in some other manner approved by the City. Overhead clearance of 16 feet is advised, but a minimum of 14 feet 6 inches clearance would be reviewed for approval if clear of other obstructions such a surface changes, like speed bumps, or ceiling obstructions.
19. Prepare buildout wastewater discharge flow (demand) estimates. Use one or more industry standard wastewater flow estimation methods. Prepare a brief narrative summarizing methods and submit with the civil plans.
20. Civil plans shall include the following public sanitary sewer improvements and other features: Design downstream public gravity sewer improvements needed to accommodate buildout wastewater flows. Design a new public sanitary sewer extension east in SE Columbia Way to provide depth and additional service laterals. Provide separate sanitary sewer service laterals for each building and/or major type-of-use. Specify which service laterals will serve which buildings and uses. Show and note required outside grease interceptors on the civil and site plans. Specify which plan set (building or civil) will construct.
21. If building plumbing cannot be reasonably be separated and common (shared) service lateral connections must be used, include a brief explanatory note on the civil plans and specify which service laterals will serve which buildings and uses.
22. If common (shared) water meters are required to serve separate primary types-of-use that calculate sewer SDC based on water meter size, include water demand calculations determining nominal water meter sizes that would have been required for each use. Specify on the civil plans or submit separately with the plans.

23. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.
24. Show Base Flood Elevation on-site and grading plans and all building elevation drawings.
25. Submit narrative for how building will comply with requirements of Chapter 5 of ASCE 7, ASCE 24 and Section 1612 of the International Building Code for buildings located within flood hazard area.
26. Submit a noise impact reduction plan prepared by a Washington-licensed professional engineer or architect for review and approval by the City. The plan shall address the performance standards contained in VMC 20.520 including how the construction will achieve a day/night average interior noise level of 45 Ldn or less.
27. Record a disclosure statement that documents how the premises may be adversely affected by noise for each lot in the development as required by VMC 20.510.
28. Revise the plans so that resident trash rooms are within 150 feet of all units per the tenant access requirements of VMC 20.970.030.A.3, or obtain approval of a variance or approval of a minor adjustment of the requirement from the Planning Official.
29. Revise the plans so that the gross floor area of each floor over 75 feet in height does not exceed 12,000 square feet in area.

Prior to Combustible Construction

30. Fire hydrants for emergency use shall be established and maintained.
31. Fire apparatus access roads shall be established and maintained.
32. Site security measures shall be installed to prevent unauthorized access.
33. Apply for and receive preliminary approval for the smoke control conceptual permit.

During Construction

34. Pay sewer application fees and system development charges for each separate type-of-use. Secure connection permits and connect new building sewers to the new service laterals according to the plumbing code.
35. A final erosion/sedimentation control plan shall be submitted.
36. A final stormwater plan and final storm report shall be submitted.
37. Temporary street and building address signage shall be visible and legible from the street

fronting the property for emergency response during construction.

38. All fire safety provisions of the International Fire Code shall be adhered to.
39. No smoking signage shall be posted throughout the site except in designated smoking areas.
40. Site security shall be maintained to prevent unauthorized access.
41. Consideration for emergency vehicle access shall be taken when staging materials for construction.

Prior to Issuance of Certificate of Occupancy

42. Comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.
43. Provide the following improvements for SE Columbia Way, per City of Vancouver standards:
 - Install additional pavement width as necessary to meet the required standard.
 - Install 15-foot “Heritage” sidewalk and streetlights. See detailed street lighting requirements below.
 - Install driveway accesses at all approved site entrances.
 - Remove any existing unused driveway accesses.
 - Modify existing striping as necessary.
 - The existing fees crossing that serves the trail to Old Apple Tree Park and the Vancouver Land Bridge must be reconstructed and enhanced to provide a raised pedestrian crossing with RRFB lights and signage.
 - Install traffic control devices as warranted and storm drainage as required by the city stormwater ordinance.

Note: The City of Vancouver will allow phasing of the SE Columbia Way frontage improvements and the riverfront boardwalk in conjunction with any proposed phasing plan. However, pedestrian and bike connectivity must be continually maintained at all times during construction of the project. Therefore, no section of the existing shared-use path along the frontage of SE Columbia Way can be closed until the entire boardwalk is built connecting both ends of the shared use path.

44. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.
45. Required fire lane signage shall be installed.

46. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
47. If a fire department Knox-Box was identified as a requirement during the construction permit review, it shall be installed at an approved location and locked with the required content.
48. Permanent vehicle gates crossing required fire lanes shall remain unlocked or open until approved by the fire department.
49. Conditions identified in the construction permit shall be met.
50. All requirements of the applicable fire and building codes and their referenced standards shall be met notwithstanding approved construction plans.
51. A licensed landscape architect shall provide a certificate verifying that the landscaping has been installed per the City-approved construction documents. Please submit to Keith Jones, keith.jones@cityofvancouver.us.

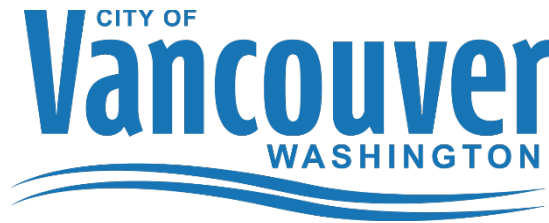
Decided February 3, 2023.

By:



Sharon A. Rice
City of Vancouver Hearing Examiner

Exhibit 1



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

www.cityofvancouver.us

Staff Report and Recommendation to the Hearing Examiner Kirkland Renaissance Boardwalk PRJ-163131/LUP-82094

Report Date	January 3, 2023
Hearing Date	January 17, 2023
Proposal	Master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning code variance approval to construct a mixed-use development with approximately 217 multi-family dwelling units, 115,500 square feet of commercial space and 370 structured underground parking spaces including mechanical spaces. The property is zoned City Center CX.
Location	101 and 111 SE Columbia Way
Contact	Li Alligood, Otak, Inc. 700 Washington Street, Suite 300 Vancouver, WA 98660 503-415-2384
Applicant	Dana Gardner, Kirkland Development LLC 2370 E 3rd Loop Ste 100 Vancouver, WA 98661 360-816-1490
Staff	Keith Jones, Senior Planner/Case Manager
SEPA Determination	Final Determination of Nonsignificance (DNS) issued Nov. 17, 2022 (14-day SEPA appeal ended Dec. 1, 2022 without appeal)
Approval Criteria	<u>Vancouver Municipal Code</u> VMC 20.260.050 – Planned Developments VMC 20.265.040 – Design Review VMC 20.290.040.B – Type II Variance VMC 20.620.030.B – Columbia Shoreline Enhancement District <u>Vancouver Shoreline Master Program</u> Chapter 2.7.3 – Shoreline Conditional Use Permit Chapter 7.4.3.2 – Shoreline Substantial Development Permit

Staff

Recommendation City Staff recommends the Hearing Examiner recommend to City Council the following:

- Approval of the Shoreline Substantial Development Permit
- Approval of the Master Plan (Concept and Final Development Plan)
- Recommend Approval of the Shoreline Conditional Use Permit to the Department of Ecology
- Denial of the zoning variance request to the CX zoning height (request not related to Vancouver Shoreline Master Program)

Recommended conditions of approval are indicated at the end of this report.

APPEAL

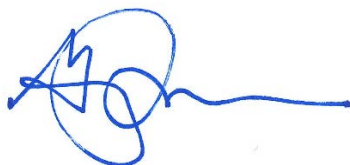
Under the provisions of Table 20.210.130-1 of the Vancouver Municipal Code, this Type IV decision includes a recommendation by Hearing Examiner to the City Council. The City Council decision is appealed to Superior Court.

For questions or additional information, you may contact the case manager by telephone at 360-487-7887, or by e-mail at keith.jones@cityofvancouver.us.



Report Prepared by
Keith Jones, Senior Planner/Case Manager

January 3, 2023
Date



Greg Turner, Manager
Land Use Team

January 3, 2023
Date

BACKGROUND

The site is located on the south side of SE Columbia Way, directly east of I-5 on the Columbia River. The site is zoned CX – City Center and lies within the Shoreline Management Area. Properties directly to the north are zoned CX and are owned by Burlington Northern and the National Park Service. Properties to the east and northeast are zoned Central Park Mixed Use - CPX and are owned by the National Park Service (NPS). These NPS properties are part of the Fort Vancouver National Historic Site and Vancouver National Historic Reserve Historic District and not part of this proposal.

The site consists of five tax lots and is currently developed with one building built in the early 1980s, currently the Who Song and Larry's restaurant. A second restaurant building (formerly Joe's Crab Shack) was recently demolished. Surface parking occupies most of the site. A wooden boardwalk, formerly a public fishing pier, is located on the water just west of the site and has been closed due to structural issues. The pier is owned by the City of Vancouver and Clark PUD, and will be removed and replaced as part of this development.

Proposal

The Kirkland Renaissance Boardwalk development includes multi-family residential and commercial uses, open space, and a riverfront boardwalk. The proposed development program includes:

- 217 multi-family dwelling units
- Approximately 115,500 sq. ft. of commercial space
- 370 underground parking spaces, including 100 EV-ready spaces. Parking will be in one level below ground. Some of the parking will be stacked mechanical spaces
- Removal of the existing deteriorated wooden fishing pier
- A new public riverside trail (the Renaissance Boardwalk)
- A new relocated public storm pipe
- Reconstruction of the Renaissance Trail to incorporate the Heritage Sidewalk detail installed in the Vancouver Waterfront development

Approval Request

The applicant requests the following approvals:

1. Shoreline Substantial Development Permit – for development within the City Shoreline
The site contains critical areas including the FEMA floodway, FEMA 100-year floodplain (aka flood fringe), riparian management area and riparian buffer of the Columbia River and geologic hazards due to steep slopes and liquefaction. Critical areas review is processed with the shoreline substantial development permit and the critical areas regulations contained within the city's Shoreline Master Program, Chapter 5A apply.
2. Approval of a Master Plan – The site is located within the Columbia Shoreline Enhancement District that requires a master plan be approved per the standards of VMC 20.260 Planned Developments. The applicant requests both a conceptual and detail plan approval under the planned development provisions.
3. Shoreline Conditional Use Permit – for relocation and replacement of a large diameter stormwater outfall line that service upstream property.
4. CX Zone Height Variance – to allow the floor area to exceed 12,000 square feet for a floor that extends above 75 feet in height (Floor 8 is proposed to have 27,022 square feet).
5. Design Review – for development within the Downtown Design Review district.

General Site Information

Zoning District	CX
Adjacent Zoning Designation	CPX
Comprehensive Plan Designation	Commercial
Adjacent Land Uses	I-5 Bridge, National Parks Service Land
Access Roads	SE Columbia Way
Existing Vegetation	Trees and shrubs
Existing Structures	Restaurant, pier
Topography	Generally flat with revetment next to the river
Habitats of Local Importance	No mapping indicators
Fish and Wildlife Habitat Conservation Areas	Riparian Management Areas
Frequently Flooded Areas	Mapping indicators
Geological Hazard Areas	Mapping indicators
Wetlands	Mapping indicators
Shoreline Management Areas	Mapping indicators
Archaeology	Mapping indicators
Drainage Basin	Columbia Slope
Wellhead Protection	No mapping indicators
Soils	Non-Hydric / Fn, Water / WAT
Park Impact Fee District	A
School Impact Fee District	Vancouver
Impacted Schools	Harney, Discovery & Hudson's Bay
Traffic Impact Fee District	Columbia
Transportation Analysis Zones	102
Sewer District	Vancouver
Water District	Vancouver
Fire Service	Vancouver
Neighborhood Association	Columbia Way

Procedural History

Activity	Case #	Date
Pre-application Meeting	PIR-81864	11/18/2021
Application Accepted (counter complete)	LUP-82094	01/21/2022
Application determined fully complete		10/04/2022
Notice of Application		10/13/2022
Hearing Examiner Hearing		01/17/2023

APPLICABLE REGULATIONS**Vancouver Municipal Code**

20.210 Decision Making Procedures; 20.760 Shoreline Management Area; 20.250 Decision Making Procedures; 20.260 Planned Developments; 20.265 Design Review; 20.290 Variances; 20.430 Commercial and Mixed Use Districts; 20.520 Noise Impact Overlay District; 20.570 Airport Height Overlay District; 20.620 Columbia Shoreline Enhancement District; 20.630 Downtown District; 20.710 Archaeological Resource Protection; 20.760 Shoreline Management; 20.770 Tree, Vegetation and Soil Conservation; 20.790 SEPA Regulations; 20.925 Landscaping 20.945 Parking and Loading; 20.970 Solid Waste

ANALYSIS

Major Issues

Staff reviewed the proposal for compliance with applicable regulations, code criteria and standards in order to determine whether the project complies with the requirements of the code. Staff's recommendation reflects review of agency and public comments received during the comment period and knowledge gained from a site visit.

Only the major issues, errors in the development proposal and/or justification for any conditions of approval are discussed below. Staff finds all other aspects of this proposed development comply with the applicable code requirements and require no discussion in this report.

Building code review is not performed during pre-application or site plan review. Filing of building permit application with required fees and review materials is required for a building code review.

AGENCY AND PUBLIC COMMENTS

Agency and public comments are listed below. The proposed project has been reviewed and recommendations made in light of these comments.

Washington State Department of Ecology

The Department of Ecology submitted a comment letter dated Nov. 14, 2022. The letter indicates requirements for solid waste and water quality/watershed resources. Development of the site must be in conformance with the requirements noted in this letter.

Washington State Department of Transportation

The Department of Transportation submitted a comment letter date Nov. 14, 2022. The letter indicates that a 40-foot sewer easement runs along the western end of the site that should not be encumbered in any way including building overhangs. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.

Staff Response: Staff recommends conditions of approval to address these comments.

Washington State Department of Transportation Aviation

The Department of Transportation submitted a comment letter date Nov. 14, 2022. The letter stated that WSDOT Aviation is concerned with the project as it is not compatible with WSDOT's Airport Land Use Compatibility Program guidelines.

Staff Response: The WSDOT Airport Land Use Combability Program Guidebook, is guidance and is not regulatory. The applicant is required to obtain approval from the FAA of a No Hazard to Aviation. The No Hazard must be obtained prior to issuing a building permit. The applicant has had initial conversations with the FAA and the Pearson Airport Manager regarding the project and height limits near the airport. The project resides in the city's noise overlay and the building must comply with the noise regulations.

COMPLIANCE WITH THE APPLICABLE SECTIONS OF THE VANCOUVER MUNICIPAL CODE VMC Title 20 – Land Use and Development Code

20.200 – Land Use Decisions

20.210 Decision Making Procedures

Finding: The applicant requests approval of a master plan within the Columbia River Shoreline Enhancement District. Per VMC 20.620.030.A, a master plan approval is required prior to development and shall be processed per the requirements of VMC 20.260, Planned Developments. VMC 20.260.030.B. states that an initial review shall be heard by the hearing examiner who shall make recommendation to the City Council under a Type IV review.

The applicant completed the required pre-application Nov. 18, 2021. The application was accepted Jan. 21, 2022, and deemed fully complete Oct. 4, 2022. A notice of application with a 30-day comment permit was issued Oct. 13, 2022. The 30-day comment period ended Nov. 14, 2022. Public and agency comments received during the comment period are addressed in the Agency and Public Comment section of this report.

20.250 Development Agreements

Finding: A development agreement was executed between the applicant and the City of Vancouver. Although the specifics contained in the development agreement is not directly related to the requested land use approval and more related to the multi-family tax exemption, the applicant has provided a response to how the proposed development complies with the provisions of the development agreement. Staff finds the proposal is consistent with the development agreement.

20.260 Planned Developments

Finding: Per VMC 20.620.030, an applicant who proposes any development within the Columbia River Shoreline Enhancement Plan District shall submit a master development plan per the requirements of Chapter 20.260 VMC, Planned Developments, or 20.268 VMC, Public Facilities Master Plans, as appropriate for the proposed use(s). In this case, the Planned Development process (Type IV) is to be followed.

A Concept Development Plan must address the existing conditions, planning history and the proposed development plan for the project. The applicant has submitted an extensive narrative that describes how the project complies with the master plan requirements.

As indicated in VMC 20.260.030.B relating to the decision making process, a new planned development concept plan shall be processed by means of a Type IV review, per 20.210 VMC, using approval criteria contained in VMC 20.260.050 VMC. For planned developments less than 25 acres, the hearing examiner shall be the initial review authority and shall issue a recommendation to the City Council. The City Council shall be the final authority for planned developments.

The applicant has requested both a conceptual plan approval and a detailed plan approval (aka site plan review). The project is proposed to be one development phase with a staged construction.

VMC 20.260.050 states that to receive approval for a planned development, the applicant shall demonstrate compliance with all of the following criteria:

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

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

The applicant has prepared findings addressing these approval criteria (pages 19–29 of the applicant’s narrative). Staff has reviewed the applicant’s narrative and concurs.

Conclusion: The applicant has supplied the required material for review of a proposed Concept Development and Final Development Plan and has met the approval criteria set forth in 20.260.050.

20.265 – Design Review

Finding: Per Figure 20.265-1, the site is located in the Central City Plan District, Design Review Boundary. Design review is required for projects within the boundary.

VMC 20.265.040 states that to receive approval for a design review, the applicant shall demonstrate compliance with all of the following criteria:

1. *The requirements, guidelines, and applicable provisions of this Title that are applicable to the zoning district where the property is located and including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval;*
2. *The Downtown Design Guidelines Manual kept on file and available for public inspection at the Community Development Department or VMC 20.640 Vancouver Central Park Plan District, as applicable;*
3. *The relationship found to exist between existing structures and open space, and between existing structures and other structures in the vicinity, and the expected effect of the proposed construction upon such relationships;*
4. *The impact of the proposed construction on adjacent uses, including impact of new or revised parking and pedestrian uses; and*
5. *The protection of neighboring uses from identifiable adverse effects of the design of the proposed construction.*

The applicant has prepared findings addressing these approval criteria (pages 34–45 of the applicant’s narrative). Staff has reviewed the applicant’s narrative and concurs.

Conclusion: The applicant has supplied the required material for design review and has met the approval criteria set forth in 20.265.040.

20.290 – Variances

Finding: Per Figure 20.630.030-4, the maximum building height for the site has a range of 50 to 100 feet. Section 20.630.050.C notes that any floor that extends above 75 feet up to 100 feet maximum, cannot have a floor area that exceeds 12,000 square feet. The top two stories of the proposed 9-story apartment building will be taller than 75 feet. The floor areas of the upper two floors are as follows:

- Floor 8 - 27,022 square feet
- Floor 9 - 3,271 square feet.

As proposed, Floor 8 exceeds the 12,000-square-foot maximum and the applicant proposes a variance to increase the floor area of Floor 8 to 27,022 square feet.

VMC 20.290.040.B states that to receive approval for a Type II Variance (variance exceeding 20% of standard), the applicant must demonstrate compliance with the following approval criteria:

1. *Unusual circumstances or conditions apply to the property and/or the intended use that do not apply generally to other property in the same vicinity or district;*
2. *Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district;*
3. *The variance requested is the least necessary to relieve the unusual circumstances or conditions identified in Subsection (1) above;*
4. *The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which property is located;*
5. *Any impacts resulting from the variance are mitigated to the extent practicable; and*
6. *If more than one variance is being requested, the cumulative effect of the variances results in a project that is still consistent with the overall purpose of the underlying zoning district.*

The applicant provided a response to the approval criteria starting on page 32 of the applicant narrative. Staff has reviewed the response and determined that the applicant **has not** demonstrated compliance with the approval criteria.

The applicant indicates zoning and plan district constraints, regulatory constraints, infrastructure constraints and site dimension constraints as unusual circumstances. Although the site is indeed a unique property, Figure 20.630-4 was purposely adjusted to address different areas of the downtown and was established in consultation with FAA and the airport manager at Pearson Airpark. If the applicant desires to adjust the variable height limits set in Figure 20.630-4 for this specific site or location, the code must be amended through a text amendment. The variance is not the appropriate mechanism to change the zoning height in this case as different zoning heights were establish based on various locations in the city and are site or location specific. Further, the variance is not necessary to preserve a property right, as substantial development can occur on the property without the floor increase requested. Staff therefore does not recommend approval of the variance request and instead recommends that the applicant; 1) reduce the height of floor 8 so it does not extend above 75 feet; 2) reduce the floor area to 12,000 square feet or less; or 3) obtain approval of a Plan Text Amendment to amend the code to modify or remove the 12,000 square foot limitation for this site or location.

Conclusion: The proposal does not meet the approval criteria to grant a variance to the 12,000-square-foot maximum above 75 feet in height. Staff recommends denial of the variance request.

20.400 – Zoning Districts

20.430 – Commercial and Mixed Use Districts

20.430.030 Uses

Finding: Retail, eating and drinking establishments, office and multi-family residential are permitted uses in the CX zone per Table 20.430.030-1.

20.430.040 Development Standards

Finding: Per VMC 20.440.040 – 1, there are no required setbacks, lot coverage, minimum landscaping or lot dimensions. Maximum height is controlled by Figure 20.630-4 in the Downtown

District standards (VMC 20.630), the Airport Height Overlay District and the FAA. (see responses regarding 20.630.040 Downtown Plan District Maximum Building Height and 20.570 Airport Height Overlay District for further details).

Chapter 20.500 – Overlay Districts

20.520 Noise Impact Overlay District

20.520.020 Establishment of Boundaries

Finding: Per Figure 20.520 – 1, the site is within the Noise Impact Overlay.

20.520.030 Applicability

Finding: As a residential use, the project is subject to the provisions of this Chapter.

20.520.040 Approval Process

Finding: The city shall not issue any permit for construction of a new residential structure until the provisions of this Chapter are complied with. Therefore, the applicant shall be conditioned to submit a Noise Impact Reduction Plan as specified in this section, for review and approval by the city prior to issuance of building permit.

20.520.050 Performance Standards

Finding: Prior to issuance of a building permit, the applicant shall submit a Noise Impact Reduction Plan prepared by a Washington-licensed professional engineer or architect for review and approval by the city. The study shall address the performance standards contained in this section including how the construction will achieve a day/night average interior noise level of 45 Ldn or less.

20.520.060 Disclosure Statement Required

Finding: Prior to issuance of a building permit the applicant shall record a disclosure statement that documents how the premises may be adversely affected by noise for each lot in the development.

20.570 Airport Height Overlay District

Finding: The applicant has had some initial conversations with the FAA and the Pearson Airport Manager regarding this project and allowed height. The site is located in the approach zone to Pearson Airport. It is city staff's understanding that the FAA will not approve any development including extension of temporary construction cranes to extend up into the airport approach zone as doing so would require the airport to be closed until the obstruction is removed. The Pearson Airport Manager is unwilling to close the airport for any length of time.

Prior to issuance of a building permit, the applicant shall obtain approval of a Determination of No Hazard to Air Navigation from the FAA and the permit shall indicate compliance with the maximum height specified in the determination.

Chapter 20.600 – Plan Districts

20.620 Columbia Shoreline Enhancement Plan District

Finding: The site is located in this plan district. The applicant requests approval of a Concept and Final Development Plan (Master Plan) as required by this section. See response to 20.260 Plan Developments.

In addition the applicant is required to comply with the following approval criteria as stated in 20.620.030.B

1. *The proposed development has been considered as a whole and conforms to the Comprehensive Plan and applicable zoning regulations.*

2. *Changes to the Comprehensive Plan and underlying zoning district have been integrated into the master plan.*
3. *Phased development has been properly coordinated.*
4. *The master plan process has been coordinated with the requirements of the State Shoreline Management Act and the city's shoreline program, and insofar as applicable with the city's adopted policy for a waterfront trail.*

The applicant has prepared findings addressing these approval criteria (page 52 of the applicant's narrative). Staff has reviewed the applicant's narrative and concurs.

Conclusion: The applicant has supplied the required material for design review and has met the approval criteria set forth in 20.620.030.B.

20.630 Downtown District

Finding: The Downtown District contains regulations for development in downtown Vancouver. The only Downtown District regulation that applies to the proposal is the Maximum Building Height. Per Figure 20.630.030-4, the maximum building height for the site has a range of 50 to 100 feet. Section 20.630.050.C notes that any floor that extends above 75 feet up to 100 feet maximum cannot have a floor area that exceeds 12,000 square feet. The top two stories of the proposed 9-story apartment building will be taller than 75 feet. The two upper story floor areas are as follows:

- Floor 8 - 27,022 square feet
- Floor 9 - 3,271 square feet

Floor 8 exceeds the 12,000-square-foot limit and the applicant proposes a variance to increase the floor area of Floor 8 to 27,022 square feet, see Section 20.290 Variances.

Chapter 20.700 – Environmental Regulations

20.710 – Archaeological Resource Protection

Finding: The applicant's consultant Willamette Cultural Resource Associates, LTD prepared a cultural resources survey from the site dated Nov. 21, 2021. The survey recommends monitoring for archaeological resources during ground-disturbing activities. The Washington State Department of Archaeology and Historic Preservation (DAHP) reviewed the report and commented in a letter dated Dec. 10, 2021. DAHP indicated they agree that the project should move forward following a Monitoring & Inadvertent Discovery Plan (MIDP). The MIDP should outline at what locations and depths the project should be monitored, and when just following an Inadvertent Discovery Plan will be sufficient. The DAHP is specifically concerned about potential early historic features and precontact sites that could be buried beneath or within the fill, so the plan should target the likely depths and locations for such finds.

Prior to start of ground disturbing activity, the applicant shall prepare a Monitoring & Inadvertent Discovery Plan (MIDP).

20.760 – Shoreline Management

Finding: The majority of the site is within shoreline jurisdiction, measured 200 feet from ordinary high water mark of the Columbia River. Under the Vancouver Shoreline Master Program, the applicant requests approval of the following:

- Shoreline Substantial Development Permit
- Shoreline Conditional Use Permit – for relocation and replacement of a large diameter stormwater outfall line that services upstream property.

The site contains critical areas including the FEMA floodway, FEMA 100-year floodplain (aka flood fringe), riparian management area and riparian buffer of the Columbia River, and geologic hazards due to steep slopes and liquefaction. Critical areas review is processed with the shoreline substantial development permit and the critical areas regulations contained within the city's Shoreline Master Program, Chapter 5A.

The applicant indicates that Army Corps and Department of Fish and Wildlife HPA permits are not required for the project since no work is proposed below ordinary high water mark. The applicant proposes to install shoring behind the existing seawall to allow the existing seawall to remain. Therefore, a JARPA for work below ordinary high water mark has not been completed. Some of the property is owned by the Washington State Department of Natural Resources (DNR), this will require a JARPA submitted to DNR for the land lease, but not for in-water work.

SMP Chapter 2 – Applicability – Shoreline Permits and Exemptions

2.1 Applicability

Finding: The Columbia River is a shoreline of statewide significance and the proposed development is within shoreline jurisdiction and subject to the requirements of the SMP.

2.2 Shoreline Substantial Development Permit

The Shoreline Administrator may grant a substantial development permit only when the development proposed is consistent with the policies and procedures of RCW 90.58, the provisions of WAC 173-27, and this Program.

Finding: The proposal is found to comply as evidenced by this staff report.

2.5 Nonconforming Uses and Development

2.5.3 Nonconforming Structures

1. A nonconforming building or structure may be maintained or repaired, provided such improvements do not extend or expand the nonconformity of such building or structure and are consistent with the provisions of this Program, unless required by other law or ordinance.
2. If a nonconforming structure or development is damaged by fire, flood, explosion, or other natural disaster and the damage is less than sixty percent (60%) of the replacement cost of the structure or development, it may be restored or reconstructed to those configurations existing at the time of such damage, provided:
 - a. The reconstructed or restored structure will not cause additional adverse effects to adjacent properties or to the shoreline environment;
 - b. The rebuilt structure or portion of structure shall not expand the original footprint or height of the damaged structure;
 - c. No degree of relocation shall occur, except to increase conformity or to increase ecological function, in which case the structure shall be located in the least environmentally damaging location possible;
 - d. The submittal of applications for permits necessary to restore the development is initiated within twelve (12) months of the damage. The Shoreline Administrator may waive this requirement in situations with extenuating circumstances;
 - e. The reconstruction is commenced within one (1) year of the issuance of permit;
 - f. The Shoreline Administrator may allow a one (1) year extension provided consistent and substantial progress is being made; and
 - g. Any residential structures, including multi-family structures, may be reconstructed up to the size, placement and density that existed prior to the damage, so long as other provisions of this Program are met.
3. Notwithstanding the foregoing, on the Columbia River shoreline from the eastern boundary of Wintler Park downstream to the railroad bridge, structures existing or for which shoreline

substantial development permits or shoreline conditional use permits were formally approved and construction was not yet begun or completed as of the effective date of this Program are considered conforming.

4. Legally established residences and appurtenant structures located landward of the OHWM which are used for a conforming use, but do not meet the standards of the Program are considered conforming structures, subject to RCW 90.58.620 and the requirements in section 6.3.11.

Finding: Table 6-1 of the SMP states that water-related/enjoyment trails must be setback 15 feet from ordinary high water mark. The existing river walkway is located at ordinary high water mark. The existing walkway will be rebuilt within the same location and will not meet the 15-foot setback.

In 1975, a shoreline substantial development permit for a two-restaurant complex along with public river access was approved. As stated in 3 above, the trail is considered conforming as it was legally constructed at ordinary high water mark. As stated in SMP 2.3.2.2. - *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.*

Staff finds that the replacement walkway or trail is conforming to the SMP.

2.7 Shoreline Conditional Use Permit

Finding: Table 6-1 states that underground utilities that are perpendicular to the shoreline are a shoreline conditional use. An existing stormwater line that serves upstream property is proposed to be relocated to accommodate the development.

The applicant has prepared findings addressing these approval criteria (pages 77 - 81 of the applicant's narrative). Staff has reviewed the applicant's narrative and concurs.

Conclusion: The applicant has demonstrated compliance with the approval criteria for a shoreline conditional use.

SMP Chapter 5 – General Shoreline Use and Development Regulations

Finding: Staff finds the following sections of the Chapter 5 apply to the proposal:

- Section 5.1 – General Shoreline Use and Development Regulations
- Section 5.2 – Archeological, Cultural and Historic Resources
- Section 5.3 – Critical Areas Protection
- Section 5.4 – Public Access
- Section 5.5 – Restoration
- Section 5.6 – Site Planning and Development
- Section 5.7 – Vegetation Conservation
- Section 5.8 – Views and Aesthetics
- Section 5.9 – Water Quality and Quantity

Beginning on page 81 of the applicant's narrative, the applicant provided a complete and thorough response to these sections and staff finds the project complies with this chapter. In summary, adverse impacts are minimized by doing shoring landward of ordinary high water mark. This will allow the existing shoreline to remain without the need to do in-water work. The new walkway will be improved for public access. The applicant prepared an archaeological survey which was sent to

DAHP who concurred with the findings. Prior to start of ground disturbing activity, the applicant shall prepare a Monitoring & Inadvertent Discovery Plan (MIDP) to be reviewed and approved by DAHP.

SMP Chapter 5A – Critical Areas Regulations

Finding: The proposed work will occur within critical areas, including the riparian management area (Fish and Wildlife Habitat Conservation Areas), floodplain of the Columbia River (Frequently Flooded Areas) and steep slopes (Geologic Hazard Areas).

Beginning on page 81 of the applicant's narrative, the applicant provided a complete and thorough response to these sections and staff finds the project complies with this chapter. In summary, as stated previously, adverse impacts will be minimized by not working below ordinary high water mark. The applicant prepared a critical areas report Dec. 27, 2021. Mitigation includes removing the existing wooden pier, which consists of a total of 59 timber piles and a total of 2,943 square feet of overwater shading on the Columbia River. This net reduction in overwater shading will result in no net loss of function due to the proposed cantilevered boardwalk within the functional RMA.

The site is on the Columbia River and contains FEMA floodway and floodplain. The applicant prepared a hydraulic report dated Feb. 17, 2022. The memo concludes that the project will result in no net rise in the base flood elevation. Occupied buildings will be outside and landward of the floodway and finished floors will be elevated 1-foot above base flood elevation. The buildings, mechanical equipment and parking structures will be floodproofed per the building code and the performance standards for frequently flooded areas regulations.

The applicant prepared a geotechnical engineering report dated Dec. 10, 2021. The report concluded that the project can be constructed if the recommendations in the report are followed.

SMP Chapter 6 – Specific Shoreline Use Regulations

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

Finding: The applicant proposes commercial and multi-family uses, permitted uses subject to shoreline height and setback requirements.

Maximum Shoreline Height

As stated in 6.3.4.7.f, shoreline building height is that of the underlying CX zoning since the project qualifies under a-e of this section. Since the site is in High Intensity, the applicant is requesting master plan approval which includes water-oriented uses (restaurants), provides a water-front walk open to the public; and proposes restore degraded shorelines through removal of a dilapidated pier structure.

Shoreline Setbacks

The riverfront walkway is required to have a 15-foot setback from ordinary high water mark. The proposed trail will be at ordinary high water mark. However, the existing trail is determined to be conforming and a replacement allowed, see response to SMP Chapter 2.5. Therefore, the proposal complies.

Commercial uses. The three buildings located next to the river are commercial. The ground floor will include restaurants open to the public and are considered water-related uses requiring a 25-foot setback. The upper stories may have office space, a non-water related use. Staff discussed the commercial setbacks with the Department of Ecology who determined that as long as water-related use is on the ground floor a 25-foot water-related setback would apply as opposed to the 100-foot non-water related setback. Therefore, the proposal complies

Multi-family residential use. The building farthest from the river located on Columbia Way will have ground floor commercial and upper floor multi-family. The proposal complies with the 35-foot shoreline setback.

Underground Parking. Since the parking is proposed to be placed underground and forms the foundation of the building, shoreline setbacks do not apply. Parking setbacks are intended to discourage surface parking lots next to the shoreline.

Beginning on page 111 of the applicant's narrative, the applicant provided a complete and thorough response to Chapter 6 and staff finds the project complies with this chapter.

Conclusion: The applicant has demonstrated compliance with the Vancouver Shoreline Master Program.

20.770 - Tree, Vegetation and Soil Conservation

Finding: The applicant prepared a Level V Tree Plan. The CX zone does not have a minimum tree density. The applicant is required to install street trees on Columbia Way. The urban forester reviewed the plan and provided no comment. The proposal complies with this section.

20.790 - SEPA Regulations

Finding: Final Determination of Nonsignificance (DNS) issued Nov. 17, 2022 (14-day SEPA appeal ended Dec. 1, 2022 without appeal). SEPA review has been completed.

Chapter 20.900 – Additional Development Standards

20.915 - Impact Fees

Finding: The Transportation Impact Fees (TIF) are based upon the approved traffic study. An estimate of impact fees is attached.

Park impact fee is estimated at \$3,476 per unit.

Vancouver School District impact fee is estimated at \$2,486 per unit.

Impact fees are paid prior to issuance of building permits, per VMC 20.060.B. The fee listed above is an estimate only. **The applicable impact fees will be recalculated and paid at the time of building permit issuance.**

20.925 – Landscaping

Finding: The applicant has prepared a landscaping plan and provided a response to the requirements within the applicant narrative. Staff has reviewed the submittal and determine the proposal complies. The applicant shall submit a final landscape plan stamped with a licensed landscape architect with the civil engineering submittal.

20.945 – Parking and Loading

Finding: The applicant indicates that 279 parking spaces are required and 370 provided. This is based on 0.75 spaces per residential dwelling unit and one space per 1,000 square feet of commercial. City staff has reviewed the applicant submittal and determined the proposal complies with this section.

20.970 – Solid Waste Disposal Recycling

Concerning Solid Waste Storage Volume Requirements for Multi-family

Finding: The applicant proposed one consolidated solid waste and recycling room on Level 1. As shown on plans (**021 A2 WASTE DISPOSAL RECYCLE SITE PLAN.pdf V1**), the ground floor room is 2,081 square feet and contains:

- Garbage: Five, 2-yard compacted wheeled garbage containers
- Mixed recycling: Nine, 3-yard wheeled dumpsters
- Glass: 14 , 64-gallon glass carts
- Compactor for garbage at chute terminus
- Compactor power unit (garbage compactor)
- Garbage Chute terminus from upper residential floors
- Recycling Chute terminus from upper residential floors

Per **20.970.030(D)(1)** multi-unit residential buildings containing five or more units shall provide a minimum weekly storage area to accommodate the equivalent of 32 gallons of garbage per residential unit plus 48 gallons of mixed recycling and eight gallons of glass recycling.

To meet the solid waste storage space requirements for 217 units, the following service levels must be accommodated:

- **Garbage: 35 yards collected weekly.** (Proposed: compactor, with detachable wheeled dumpsters that could accommodate to accommodate 40 yards of garbage if collected twice a week with a compaction ratio of 2:1.)
- **Mixed Recycling/Cardboard: 52 yards** (Proposed wheeled dumpsters that could accommodate to accommodate 54 yards mixed recycling/ cardboard if collected twice a week.)
- **Glass: 1,736 gallons.** (Proposed 64-gallon carts that could accommodate 1,792 gallons of glass if collected twice a week. Upper residential floors 2-8 show one glass cart per floor for residential access.)
- **Food Waste** (optional): Staff recommend planning space for several 64-gallon food waste carts.

Conclusion: The proposal has satisfied multi-family solid waste storage requirements.

Concerning Solid Waste Tenant Access Requirements

Finding: Approximately 81 percent of the units (and all Type A Accessible Units) are within 150 feet of a resident floor centrally located trash room. Approximately six units on each floor are beyond 150 feet, but within 200 feet. As proposed, tenants will use an interior corridor to reach the centrally located trash room located near the elevators. Trash rooms contain a garbage chute, recycling chute and glass cart. (**022 A3 WASTE DISP RECYCLE TYPICAL PLAN.pdf V1**)

Per [VMC 20.970.040\(A\)\(3\)](#) the maximum distance from residential unit to the closest garbage/recycling room or area shall be no more than 150 feet.

Conclusion: The proposal satisfies the intent of the code requirement for providing tenant access within 150 feet of the entrances to the multi-family units.

Concerning Solid Waste Storage Requirements for Commercial

Finding: As proposed the Commercial use occupies approximately 115,500 square feet. A commercial trash room (separate from the residential trash room) is shown on plans as 1,208 square

feet. The applicant proposes that all commercial waste will be brought by building staff or retail tenants from the multiple commercial areas in the development to the single commercial solid waste storage area dedicated for commercial tenants/use for storage and servicing by the collector. **(021 A2 WASTE DISPOSAL RECYCLE SITE PLAN.pdf V1).**

Per [VMC 20.970.030\(D\)\(2\)](#), the proposed commercial area (115,500 GFA) is required to have a minimum solid waste storage area of 1,255 square feet.

VMC 20.970.030(D)(2)(b) Retail - nonresidential buildings shall provide a minimum storage area of 100 square feet plus 10 sq. ft. / 1,000 sq. ft. of gross floor area (GFA).

Per [VMC 20.970.040\(B\)\(1\)](#), the dimensions of the storage area shall accommodate containers consistent with current methods of local collection and allow for pedestrian (driver and residents) access between containers.

Condition: Prior to building plan approval, increase the size of the commercial solid waste room to meet the minimum required solid waste storage space (1,255 square feet). Please provide more detail on commercial trash room such as footprints for intended solid waste receptacles and equipment.

NOTE: In correspondence with the applicant after this LUP-82094 submittal, Solid Waste staff are aware that changes to the commercial solid waste storage area will be proposed in a future submittal. These include creating space to stage the multi-family solid waste receptacles on collection days within the development. The applicant has indicated that building staff will move full receptacles from the residential solid waste storage area to the commercial solid waste storage room so that the collector will have access to service containers overhead without overhead obstructions, i.e., being underneath the building overhang. Solid Waste staff recommended increasing the commercial solid waste storage area, beyond what is required, to accommodate the commercial waste from all commercial areas within the development as well as additional space needed to stage residential receptacles.

Conclusion: The proposal shall be modified to satisfy solid waste storage requirements, as conditioned.

Concerning Solid Waste Collector Access

Finding: As designed, the development does not appear serviceable by collection vehicles allowing for direct access and ease of circulation through the site with limited backing. **(021 A2 WASTE DISPOSAL RECYCLE SITE PLAN.pdf V1).**

Per [VMC 20.970.040\(C\)\(3\)](#) storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street.

Per [VMC 20.970.040\(A\)\(7\)](#) the storage area shall be accessible for collection vehicles and located so it will not obstruct pedestrian or vehicle traffic movement on the site or on public streets or sidewalks adjacent to the site.

Due to inadequate overhead clearance under building overhangs for collection trucks, there is inadequate direct access and no truck turnaround on-site, as proposed. The collector will not be able to enter the development service containers and leave the development in a forward motion. One way to resolve this is to increase the height of the two building overhangs, currently shown as 13 feet 8 inches, to allow for trucks to safely drive underneath, allowing for truck to enter and leave the development in a forward motion.

NOTE: In correspondence with the applicant after this LUP-82094 submittal, Solid Waste staff are aware that changes to the servicing location for the residential receptacles will be proposed. Instead of being serviced in between the two overhangs, the residential receptacles will be brought by building staff to the commercial solid waste room for staging on collection days. This allows the servicing to occur with ample overhead clearance, outside of the overhang areas.

Condition: Prior to building plan approval, redesign the building to allow for collection trucks to safely drive under the two building overhangs. Overhead clearance of 16 feet is advised, but a minimum of 14 feet 6 inches clearance would be reviewed for approval if clear of other obstructions such as surface changes, like speed bumps, or ceiling obstructions.

Conclusion: The proposal shall be modified to satisfy solid waste collector access requirements, as conditioned.

VMC Title 11 – Streets and Sidewalks

Chapter 11.70 – Transportation Concurrency

Finding: The applicant is proposing a master plan for a mixed-use development with 217 multi-family dwelling units, approximately 115,500 square feet of commercial space, and 370 structured parking spaces, consistent with the existing Development Agreement (DA). The site is located at 101 and 111 SE Columbia Way. Access to the site will be by way of a looped driveway connected to SE Columbia Way and a driveway on SE Columbia Way to access the proposed parking garage.

To guide the findings of the DA, the applicant prepared a Traffic Analysis Report, dated August 2020 from Charbonneau Engineering. The report provided trip generation and distribution analysis, intersection capacity and queueing analysis, access sight distance analysis, turn-lane warrant and traffic signal warrant analysis, and a review of accident history. Trip generation rates in the Charbonneau report were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, utilizing Land Use Codes 221 (Multi-family Housing – Mid Rise), 820 (Shopping Center), and 932 (High Turnover Sit-down Restaurant). Based on this information, the proposed project will generate 2,756 new Average Daily Trips (ADT), including 157 new a.m. peak hour trips and 314 new p.m. peak hour trips.

The proposed use is located within the 102 Transportation Analysis Zone. The proposed project contributes p.m. peak hour trips to the following Transportation Management Zones (TMZ):

Corridor Name	Corridor Limit	PM Peak Trips
Mill Plain Blvd	Fourth Plain Blvd to I-5	2
Mill Plain Blvd	I-5 to Andresen Road	28
Fourth Plain Blvd	Mill Plain Blvd to I-5	2
Fourth Plain Blvd	I-5 to Andresen Road	7

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay concurrency modeling fees totaling \$1,500.** Pursuant to the applicant's information, the project will not distribute trips to any other concurrency monitoring corridors. The submitted documentation fulfills the city's requirements for concurrency analysis.

As discussed above, the traffic analysis prepared for the existing DA identified and vested 314 p.m. peak hour trips. To ensure compliance with the findings of the traffic analysis prepared for the DA, a Trip Generation Debiting and Proportionate Share Contribution Report, dated March 17, 2022, was prepared by Otak. The Otak report updated the trip generation calculations for the

project, based on the current project scope. Based on this information, the proposed project will generate 2,713 new ADT, including 156 new a.m. peak hour trips and 312 new p.m. peak hour trips. **Therefore, the Otak report demonstrates that the cumulative number of weekday p.m. peak hour trips generated by the proposed development are within the total allocation of p.m. peak hour trips vested by the DA.**

The applicant's traffic analysis provides distribution of trips used to establish the proportionate share contribution towards off-site traffic mitigation projects pursuant to VMC 11.80.080(C). A list of the intersection(s) slated for proportionate share contributions is as follows:

Intersection	Fee Rate	Number of Trips	Proportionate Share
Grove St / Columbia House Blvd / SR-14 WB off-ramp	\$600 per <u>AM</u> peak hour trip	18	\$10,800
Total Proportionate Share Cost			\$10,800.00

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay proportionate share fees totaling \$10,800.**

Transportation Impact Fees (TIF) are imposed per VMC 20.915, and per the conditions of the DA. See the section of this staff report addressing VMC 20.915 for calculation of TIF.

Conclusion: The proposed development meets the requirements of VMC 11.70 as conditioned.

Chapter 11.80 – Streets and Development Standards

Finding: The applicant is proposing a master plan for a mixed-use development with 217 multi-family dwelling units, approximately 115,500 square feet of commercial space, and 370 structured parking spaces, consistent with the existing Development Agreement (DA). The site is located at 101 and 111 SE Columbia Way. Access to the site will be by way of a looped driveway connected to SE Columbia Way and a driveway on SE Columbia Way to access the proposed parking garage.

Southeast Columbia Way is designated a minor arterial. The existing road along the property frontage of SE Columbia Way includes asphalt roadway, curb, gutter, planter strip with street trees, 14-foot shared-use path, and storm drainage. If the existing right of way is substandard, right of way dedication will be required to accommodate the proposed frontage improvements.

Southeast Columbia Way received a pavement treatment in October 2019. Pursuant to VMC 11.80.100(B), a street cut prohibition is in effect through October 2024. The applicant proposes to cut the streets to install utilities and/or construct the required frontage improvements. In order to deviate from the 5-year street-cut moratorium, this proposed work requires a minor road modification pursuant to VMC 11.80.160. The applicant has submitted a minor road modification request for the proposed work and Transportation staff has reviewed and approved the request. **Prior to civil plan approval, the applicant must include the City of Vancouver standard advanced pavement restoration requirements on the civil drawings. Prior to the issuance of occupancy approval, the applicant shall comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.**

Prior to the issuance of occupancy approval, the applicant must provide the following improvements for SE Columbia Way, per City of Vancouver standards:

- **Install additional pavement width as necessary to meet the required standard.**

- Install 15-foot “Heritage” sidewalk and streetlights. See detailed street lighting requirements below.
- Install driveway accesses at all three site entrances.
- Remove any existing unused driveway accesses.
- Modify existing striping as necessary.
- The existing pedestrian crossing which serves the trail to Old Apple Tree Park and the Vancouver Land Bridge must be reconstructed and enhanced to provide a raised pedestrian crossing with RRFB lights and signage.
- Install traffic control devices as warranted and storm drainage as required by the city stormwater ordinance.

The city will allow phasing of the SE Columbia Way frontage improvements and the riverfront boardwalk in conjunction with any proposed phasing plan. However, pedestrian and bike connectivity must be continually maintained at all times during construction of the project. Therefore, no section of the existing shared-use path along the frontage of SE Columbia Way can be closed until the entire boardwalk is built connecting both ends of the shared use path.

Street lighting is required on public streets per VMC 11.80.090 and on private streets per VMC 11.80.050(L). Any substandard street lighting shall be required to be upgraded to current city standards as part of this project. Street lighting shall be installed and/or updated to meet the design standards per city standard Plans T21-01A through T21-01D. If the applicant proposes to retain the existing lighting or install lighting that exceeds the maximum spacing requirement a photometric analysis will be required to ensure the lighting level standards are met. If the maximum spacing per T21-01A is met, the photometric analysis is not necessary.

When required, photometrics shall be analyzed in zones. Zones for each direction of travel of a straight roadway are done in luminance method. Intersections, sidewalks, and curved roadway sections are their own zones and done in illuminance. Average maintained luminance is measured in candela per square meter. Veiling luminance shall be shown. Average maintained illuminance is measured in foot-candles. Stationing is a required item on the lighting plans. IES files for lighting software can be obtained from lighting manufacturer. Use lighting materials from the City of Vancouver approved material list.

New lights will be LED and existing HPS lights will be retrofitted to LED unless otherwise noted by Traffic. Any new or existing lights that are within 10 feet of primary power and/neutral lines, will require the developer to raise the power lines. The developer will need to work with Clark Public Utilities for requirements and costs.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

VMC Title 14 – Water and Sewers

Water

Finding: City records indicate there is:

- 8-inch Ductile Iron (DI) water main within SE Columbia Way.
- Two 2-inch water meters currently servicing the project tax lot.
- The nearest fire hydrant is located on south side of SE Columbia Way, on the northeast corner of the project tax lot.

To obtain water supply for the project:

- Connect to the existing 8-inch DI water main within SE Columbia Way and extend new water services on-site as necessary. Install a Washington state approved RPBA on any service line

intended for commercial use. If an irrigation deduct meter is to be installed, this can be installed downstream of the domestic water service RPBA to alleviate the need for a secondary RPBA on the irrigation service line. Install Washington state approved DCVA (DCDA if three inches or larger) on proposed fire service lines. If additional fire hydrants or fire suppression is required, connect to the existing 8-inch DI water main within SE Columbia Way and extend new 8-inch Zinc Coated DI water service onto the project lot as necessary to facilitate any water or fire services.

- Fire hydrant locations are to be specified by the fire marshal. **If new hydrants are required**, they shall be served by water mains with a minimum of 8-inch diameter. The exception allows utilization of a 6-inch main for dead-end run shorter than 50 feet to a hydrant.
- A public easement will be required for any public water main, meter or hydrant located outside of City of Vancouver right of way.
- Separate water services are required for each building. Water meters shall be located in a non-paved area, centered along the property frontage.
- If wells are found to be on-site, future use or abandonment requirements from the Departments of Health and Ecology must be met. If an existing well is to remain in service, approval from the city's Water Quality Department will also be required, including appropriate backflow protection.

Conclusion: The submitted plan indicates the City of Vancouver requirements for water can be met. The applicant shall meet the water requirements as per the *General Requirements & Details for the Design and Construction of Water, Sanitary Sewer and Surface Water Systems* (latest revision). Additional fees associated with permits, System Development Charges (SDC) and Main fees will/may also be required.

Further requirements may be necessary depending on the final project configuration.

Sanitary Sewer

Finding: Initial sanitary sewer comments are posted in a July 2019 pre-application report (PIR-75153). Comments were updated in the November 2021 pre-application report to reflect the latest proposal (PIR-81864).

Public sanitary sewer service is available to the site. The basin is served by a public pump station located northwest of the site. The station is sized to accommodate the project area. Existing gravity sewers front the west half of the site in SE Columbia Way, flow west under I-5, and continue north in Columbia Street. Sewers are relatively shallow and negotiate utilities. (Original sewer construction may not have anticipated today's proposed flows.)

One or both restaurants paid for their original sewer connections. Copies of the applications are available and some additional research may be required. System development charge (SDC) credits are available for up to 10 years (VMC 14.04.235 (E)). Other sewer main fees are not owing.

Development Extension Criteria: Developing properties are required to extend public sewer to and through the site and across frontages (VMC 14.04.280). In this case, public sewer construction is not required through the site to provide future service to the east adjoining properties. Construction into the site is required as needed to serve the proposed development. Standards require projects to also construct downstream capacity improvements if estimated development flows exceed existing downstream capacities.

Service Requirements: Codes require each building and parcel to be served by at least one service lateral connection (VMC 14.08.050, 14.16.010). Standards require separate service laterals to serve separate types-of-use. Separate service laterals are also typically required for separate water meters. Relief from selected separate lateral standards may be available if required and certain conditions are met.

Pretreatment Requirements: Restaurants require oil and grease management (VMC 14.10). Outside grease interceptors are typically required. Size according to plumbing code. Specify locations and construction on the plans and provide maintenance access. Stormwater discharges to sanitary sewer are prohibited. Connections for parking areas are allowed only if required and with pretreatment measures. Connections for subgrade parking are required to prohibit potential groundwater and floodwaters.

The application was reviewed for sanitary sewer in February. The November 2021 pre-application report is included as Appendix J. Sewer service is mentioned on Page 17 of the narrative. Existing sewers are shown on Sheet EX-01 of the drawings. A preliminary utility plan is included as Sheet UT-01. The plan proposes construction of a new manhole and a single lateral connection near the west end of the building. Approximate elevations and depths are not noted. The proposal generally satisfies code's development extension and service criteria for master planning purposes. Conditions below specify remaining requirements for the proposed site plan.

Sanitary sewer comments returned to the applicant confirm that the existing public pump station was generally sized to serve the project area. Correspondence is posted to the initial 2019 pre-application files. A copy is now also posted to this current application.

Sanitary Sewer Conditions (Prior to Civil Plan Approval)

Prepare buildout wastewater discharge flow (demand) estimates. Use one or more industry standard wastewater flow estimation methods. Prepare a brief narrative summarizing methods and submit with the civil plans.

Prepare a downstream sanitary sewer hydraulic capacity analysis. Survey manholes and provide profiles. Compare downstream capacity to wastewater flow estimates. Prepare a brief narrative summarizing methods and results and submit with the civil plans.

Civil plans shall include the following public sanitary sewer improvements and other features: Design downstream public gravity sewer improvements needed to accommodate buildout wastewater flows. Design a new public sanitary sewer extension east in SE Columbia Way to provide depth and additional service laterals. Provide separate sanitary sewer service laterals for each building and/or major type-of-use. Specify which service laterals will serve which building and use. Show and note required outside grease interceptors on the civil and site plans. Specify which plan set (building or civil) will construct.

If building plumbing cannot be reasonably be separated and common (shared) service lateral connections must be used then include a brief explanatory note on the civil plans and specify which service laterals will serve which buildings and uses.

If common (shared) water meters are required to serve separate primary types-of-use that calculate sewer SDC based on water meter size then include water demand calculations determining nominal water meter sizes that would have been required for each use. Specify on the civil plans or submit separately with the plans.

Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.

(During Construction)

Secure construction permits and schedule and attend a pre-construction meeting. Construct downstream improvements, new public sewer mains, new service laterals, and other features as shown on the approved plans. Satisfy construction services inspection requirements and secure construction acceptance.

Satisfy submittal and other requirements itemized in the Notifications of Civil Plan Approval and secure final civil project acceptance.

(Prior to Occupancy)

Pay sewer application fees and system development charges for each separate type-of-use. Secure connection permits and connect new building sewers to the new service laterals according to the plumbing code.

Sanitary Sewer Conclusion: The applicant has demonstrated that the standards for public sewer can be met as conditioned.

Erosion Control

Finding: The entire project site will be disturbed during construction and significant grading will be required for the sub-surface parking garage with excess dirt being hauled off-site. The site is adjacent to the Columbia River and Columbia Way which drains to the river. Both must be protected from sediment and sediment laden runoff during construction. A wheel wash will likely be required to ensure haul vehicles do not track sediment on Columbia Way. The applicant has submitted a preliminary erosion control plan and has demonstrated the requirements of the ordinance can be met for the project. A final erosion/sedimentation control plan shall be submitted for civil review.

Stormwater

Finding: The proposed project will create/replace more than 5,000 square feet of hard surfaces and is subject to the requirements of the ordinance. The site drains to the Columbia River which is a flow control exempt waterbody, and no detention of stormwater runoff will be required for the project. There is an existing public 27-inch storm pipe which crosses the eastern portion of the site. The applicant has proposed to replace this pipe in a location closer to the eastern property line. City staff has reviewed this proposal and supports the relocation. The city has hired a consultant to perform an upstream flow analysis for this pipe to determine the pipe size needed for ultimate buildout. This information will be provided to the applicant when completed. The applicant has submitted a preliminary stormwater plan and preliminary stormwater report which have demonstrated that the requirements of the ordinance can be met for the project. A final stormwater plan and final storm report shall be submitted for civil review.

VMC Title 16 – Fire

Findings: The fire department has determined the requirements of Vancouver Municipal Code can be met with adherence to the conditions contained herein.

VMC Title 17 – Buildings and Construction

Finding: 17.08.090 a building department plan review and permit will be required for this project. Building shall comply with the applicable codes listed in 17.08.010 in effect at the time of building permit application. A complete building code review of plans is not performed during site plan

review. Filing of building permit application with required fees and review material is required for a complete building code review. At this time, plans and information necessary to verify compliance with all applicable building code provisions is neither required nor provided.

Separate building permits will be required for phased construction and/or phased occupancy.

Separate building permits will be required for any soil improvements, temporary site shoring, or tower crane foundation (when not integral with building foundation).

Separate building permits will be required for any site structures requiring a permit, including trash enclosures over six feet in height or covered, retaining walls over four feet, and flag poles.

Design and construction of buildings and structures located in flood hazard areas shall be in accordance with Chapter 5 of ASCE 7, ASCE 24 and Section 1612 of the International Building Code.

IBC 1104 accessible routes within the site shall be provided from public transportation stops, accessible parking, accessible passenger loading zones and public streets or sidewalks to the accessible building entrance served. The exterior accessible route must be 44 inches clear in width. Wherever practical, the accessible route shall not cross lanes of vehicular traffic. Where crossing traffic lanes is necessary, the route shall be designated and marked as a crosswalk.

IBC 1106 accessible parking spaces shall be located on an accessible route, near and distributed among accessible entrances. Access aisles serving van parking spaces shall be 96 inches minimum in width (WAC 51-50-1101.2.8).

Where parking is provided for mixed occupancies, Table 1106.1 must be satisfied for the parking spaces required/assigned for commercial occupancy and IBC 1106.2 must be satisfied for the parking spaces required/assigned for residential occupancy.

WAC 51-50-0429 for electric vehicle (EV) charging infrastructure requirements recently increased to 10 percent of parking spaces and include more building types than previous.

City of Vancouver Sewer District requires all food servers to have grease control. Refer to City of Vancouver standard details S4.2-S4.4. Show size and location of grease interceptor on final site plan.

As submitted project could be approved for building code requirements pertaining to the site plan with the conditions noted.

RECOMMENDATION

Based upon the findings herein, Staff recommends the Hearing Examiner recommend the following to City Council

- **Denial** of the zoning variance request to the CX zoning height
- **Approval** of the following subject to the following conditions:
 - Shoreline Substantial Development Permit
 - Master Plan (Concept and Final Development Plan)
- **Recommend** the City Council recommend **Approval** of the Shoreline Conditional Use Permit to the Department of Ecology

CONDITIONS OF APPROVAL

General

1. Comply with the requirements of the Washington State Department of Ecology Letter dated Nov. 14, 2022

Prior to Ground Disturbing Activity

2. Prepare an archaeological Monitoring & Inadvertent Discovery Plan (MIDP). Submit the MIDP to staff along with any correspondence with DAHP related to preparation of the MIDP.

Prior to Civil Plan Approval

3. Pay concurrency modeling fee of \$1,500.
4. Pay proportionate share fees totaling \$10,800
5. A 40-foot sewer easement runs along the western end of the site that should not be encumbered in any way including building overhangs.
6. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
7. New and existing fire hydrant locations related to this project shall be shown.
8. Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
9. Include the following note on the water utility pages, "Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit."
10. Include an approved fire response plan in both the civil plans and the architectural plans.

Prior to Building Permit Issuance

11. Adjust and/or consolidate boundary lines as necessary to comply with the building code.
12. A 40-foot sewer easement runs along the western end of the site that should not be encumbered in any way including building overhangs.
13. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
14. Obtain a letter of no hazard from the FAA including any approvals for construction cranes.
15. Increase the size of the commercial solid waste room to meet the minimum required solid waste storage space (1,255 square feet). Provide more detail on commercial trash room such as footprints for intended solid waste receptacles and equipment.
16. Redesign the building to allow for collection trucks to safely drive under the two building overhangs. Overhead clearance of 16 feet is advised, but a minimum of 14 feet 6 inches clearance would be reviewed for approval if clear of other obstructions such as surface changes, like speed bumps, or ceiling obstructions.
17. Prepare buildout wastewater discharge flow (demand) estimates. Use one or more industry standard wastewater flow estimation methods. Prepare a brief narrative summarizing methods and submit with the civil plans.

18. Civil plans shall include the following public sanitary sewer improvements and other features: Design downstream public gravity sewer improvements needed to accommodate buildout wastewater flows. Design a new public sanitary sewer extension east in SE Columbia Way to provide depth and additional service laterals. Provide separate sanitary sewer service laterals for each building and/or major type-of-use. Specify which service laterals will serve which buildings and uses. Show and note required outside grease interceptors on the civil and site plans. Specify which plan set (building or civil) will construct.
19. If building plumbing cannot be reasonably be separated and common (shared) service lateral connections must be used then include a brief explanatory note on the civil plans and specify which service laterals will serve which buildings and uses.
20. If common (shared) water meters are required to serve separate primary types-of-use that calculate sewer SDC based on water meter size then include water demand calculations determining nominal water meter sizes that would have been required for each use. Specify on the civil plans or submit separately with the plans.
21. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.
22. Show Base Flood Elevation on-site and grading plans and all building elevation drawings.
23. Submit narrative for how building will comply with requirements of Chapter 5 of ASCE 7, ASCE 24 and Section 1612 of the International Building Code for buildings located within flood hazard area.
24. Submit a Noise Impact Reduction Plan prepared by a Washington-licensed professional engineer or architect for review and approval by the city. The study shall address the performance standards contained in VMC 20.520 including how the construction will achieve a day/night average interior noise level of 45 Ldn or less.
25. Record a disclosure statement that documents how the premises may be adversely affected by noise for each lot in the development as required by VMC 20.510.

Prior to Combustible Construction

26. Fire hydrants for emergency use shall be established and maintained.
27. Fire apparatus access roads shall be established and maintained.
28. Site security measures shall be installed to prevent unauthorized access.
29. Apply for and receive preliminary approval for the smoke control conceptual permit.

During Construction

30. Pay sewer application fees and system development charges for each separate type-of-use. Secure connection permits and connect new building sewers to the new service laterals according to the plumbing code.
31. A final erosion/sedimentation control plan shall be submitted.
32. A final stormwater plan and final storm report shall be submitted.
33. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.
34. All fire safety provisions of the International Fire Code shall be adhered to.
35. No smoking signage shall be posted throughout the site except in designated smoking areas.
36. Site security shall be maintained to prevent unauthorized access.
37. Consideration for emergency vehicle access shall be taken when staging materials for construction.

Prior to Issuance of Certificate of Occupancy

38. Comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.
39. Provide the following improvements for SE Columbia Way, per City of Vancouver standards:
- Install additional pavement width as necessary to meet the required standard.
 - Install 15-foot "Heritage" sidewalk and streetlights. See detailed street lighting requirements below.
 - Install driveway accesses at all three site entrances.
 - Remove any existing unused driveway accesses.
 - Modify existing striping as necessary.
 - The existing pedestrian crossing which serves the trail to Old Apple Tree Park and the Vancouver Land Bridge must be reconstructed and enhanced to provide a raised pedestrian crossing with RRFB lights and signage.
 - Install traffic control devices as warranted and storm drainage as required by the city stormwater ordinance.

Note: The City of Vancouver will allow phasing of the SE Columbia Way frontage improvements and the riverfront boardwalk in conjunction with any proposed phasing plan. However, pedestrian and bike connectivity must be continually maintained at all times during construction of the project. Therefore, no section of the existing shared-use path along the frontage of SE Columbia Way can be closed until the entire boardwalk is built connecting both ends of the shared use path.

40. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.
41. Required fire lane signage shall be installed.
42. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
43. If a fire department Knox-Box was identified as a requirement during the construction permit review, it shall be installed at an approved location and locked with the required content.
44. Permanent vehicle gates crossing required fire lanes shall remain unlocked or open until approved by the fire department.
45. Conditions identified in the construction permit shall be met.
46. All requirements of the applicable fire and building codes and their referenced standards shall be met notwithstanding approved construction plans.
47. A licensed landscape architect shall provide a certificate verifying that the landscaping has been installed per the city-approved construction documents. Please submit to Keith Jones, keith.jones@cityofvancouver.us.

EXHIBITS

1. Staff Report
 - A. Application Form
 - B. Traffic Impact Fee Estimate
 - C. Applicant Narrative**
 - D. Site Plan
 - E. Landscape Plans
 - F. Grading and Erosion Control Plan
 - G. Building Elevations
 - H. Floor Plans
 - I. JARPA for DNR**
 - J. DAHP Letter
 - K. WDOT Letter
 - L. WDOT Aviation Letter
 - M. Department of Ecology dated Letter
 - N. Schematic Foundation Memo
 - O. Seawall Memo
 - P. Transportation Impact Study**
 - Q. Critical Areas Report**
 - R. Hydraulic Report**
 - S. Geotechnical Report**

**Because of the size of the exhibit, it is not included with this report. The document is available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibit.



Planning Permit Application

LAND USE PRELIMINARY APPLICATION (LUP)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7800

Email completed application to plans@cityofvancouver.us

REVIEW TYPE (Check one review and one process type)				
Review Type: ☐ Type I ☐ Type II ☐ Type III ☒ Type IV ☐ Tree Removal Only (nuisance or hazard)				
Process Type: ☒ Standard ☐ Streamline (Type II Applications only - Pre-submittal Meeting required)				
USE				
☐ Single-Family	☒ Commercial	☒ Multi-family	☐ Industrial	☐ Residential
☐ Duplex	☐ Wireless Communications Facility (new) see VMC 20.890			
PROJECT INFORMATION				
Site Acres: 2.34	Disturbed Acres: 2.34	Zoning: CX	Sewer: ☐ Septic ☒ Public	Water: ☐ Well ☒ Public
Proposed # of Lots: NA Dwelling Units: 217				
Non-Residential Bldg. Square Footage: 115,583 SF Ground Floor: 44,167 SF Total of All Upper Floors: 271,095				
Hard Surface Area Square Feet - New: 32,347 Replacement: 10,508 Total: 42,855				
PROJECT NAME AND LOCATION				
Proposed project name: Kirkland Renaissance Boardwalk				
Project site address: 101 & 111 SE Columbia Way			Parcel #(s): 502291000, 502280000, 38279908, 47585000, 502290000, 502295000, 502300000	
PROJECT DESCRIPTION				
(Briefly describe the proposed project. Provide more detail in project narrative)				
The proposed development is a mixed-use redevelopment of the site and includes 217 dwelling units, river-facing restaurants and cafes, upper-level outdoor spaces, and a public boardwalk along the river.				
PRIMARY APPLICANT			CONTACT	
Business Name: Kirkland Development LLC			Business Name: Otak, Inc.	
Contact Name: Dana Gardner			Contact Name: Li Alligood, AICP	
Address: 2370 E 3rd Loop Ste 100			Address: 700 Washington Street, Suite 300	
City/State/Zip: Vancouver, WA 98661			City/State/Zip: Vancouver, WA 98660	
Phone: (360) 816-1490			Phone: (503) 415-2384	
Email: dana@kirklandgloballlc.com			Email: li.alligood@otak.com	
ELECTRONIC PLANS SUBMITTER (required)			OWNER	
(responsible for ePlans uploading and correspondence)			(attached additional sheets for multiple owners)	
Name: Otak Civil			Name: Multiple - see attached	
Address: 700 Washington Street, Suite 300			Address:	
City/State/Zip: Vancouver, WA 98660			City/State/Zip:	
Email (required): otakcivil@otak.com			Email:	
Phone: (360) 737-9613			Phone:	
ONLINE PAYMENT				
Existing ePermits User Name: DanaG21			Request an ePermits Account	
REQUIRED SIGNATURES				
As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.				
Applicant Signature:			Date: 12/17/21	
Property Owner Signature:			Date: 12/17/21	

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

☒ Airport Height Overlay District
☐ Archaeological Pre-determination
☐ Binding Site Plan
☐ Boundary Line Adjustment # of lots to be adjusted:
☐ Comprehensive Plan Amendment (Including Zone Map Amendment with Comp Plan)
☐ Conditional Use Permit ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters) ☐ Major Modification (Type III) ☐ Minor Modification (Type I) Engineering Review Required ☐ Yes ☐ No
☐ Covenant Release
☐ Critical Areas (not used when in Shoreline) Check one → ☐ Duplex/Single Family ☐ All Other Uses Check one → ☐ Permit ☐ Statement of Exemption (No Fee) Check the applicable critical area(s) ☐ Fish & Wildlife ☐ Frequently Flooded ☐ Geological Hazards ☐ Wetlands ☐ Minor Exception (not common) ☐ Reasonable Use (not common)
☒ Design Review ☐ Exterior Modification Only ☒ All Others
☐ Development Agreement ☐ Initial ☐ Modification ☐ Extension
☐ Historic Preservation
☐ Legal Lot Determination # of lots to be reviewed:
☒ Master Plan/Public Facilities MP ☒ Conceptual (without Site Plan Review) ☒ Detailed (with Site Plan Review) ☐ Hybrid (Some areas with Site Plan Review)
☐ Planned Development ☐ Commercial ☐ Residential ☐ Mixed Use* *Ground Floor SF: Upper Floor SF:
☐ Plat Alteration
☐ Post Decision Review/Modification (Includes Planned Development/Master Plan Modifications) ☐ Type I ☐ Type II ☐ Type III Engineering Review Required ☐ Yes ☐ No

☒ Road Modification ☒ Minor (Administrative) ☐ Technical (Minor) ☐ Major (Design) Submitted: ☒ Before ☐ After Decision (submitted after decision is not common)
☒ Shoreline Permits ☒ Substantial Development Permit ☐ Shoreline Permit Exemption (no fee) ☒ Shoreline Conditional Use ☒ Shoreline Variance
☒ Site Plan Review ☐ Type I ☒ Type II Check Use Type below ☒ Residential ☒ Non-Residential ☐ Qualified Planned Action ☐ Unoccupied Commercial/Utility Structure ☐ Commercial Pad ☐ Land Extensive Stormwater ☒ Yes ☐ No Transportation ☒ Yes ☐ No
☒ State Environmental Policy Act (SEPA) ☐ Check if for Single-Family Residential house (only) ☐ Residential Site Plan Review (SPR) ☐ Grading Only ☐ Subdivision or Planned Development ☐ Non-Project Actions (not common) ☒ All Other (Includes Comm/Indust SPR) ☐ Qualified Planned Action (When more than one applies check All Other)
☐ Subdivision/Short Subdivision ☐ Short Subdivision (2-9 lots) ☐ Subdivision (10+ Lots)
☐ Temporary Use ☐ Commercial/Industrial ☐ Unforeseen Emergency ☐ Seasonal or Special Event ☐ Model Home or Sales Office
☒ Tree Plan Enter Tree Plan Level (1 to 7): 5 (Tree Removal for nuisance or hazard tree(s) is Level 3)
☒ Variance ☐ Check if for Single Family Residential house ☐ Type I - # requested: ☒ Type II - # requested: Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☐ Zoning Certificate
☐ Zoning Map Amendment (Not involving Comprehensive Plan Amendment)
☐ Zoning Verification

**CITY OF VANCOUVER
KIRKLAND RENAISSANCE BOARDWALK LAND USE APPLICATION**

Site Address:

101 and 111 SE Columbia Way, Vancouver, WA

Parcel Numbers:

38279908, 47585000, 502290000, 502295000, 502300000

Property Owner:

Renaissance Boardwalk Ventures LLC



Signature

Kristin Kirkland

Printed Name

12-20-2021

Date

Manager.

Title

City of Vancouver Transportation Services
Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-163131

Project Name: <u>Waterfront East</u>	Date: <u>11/15/2022 12:00:00 AM</u>
Project Address: <u>101 SE COLUMBIA WAY</u>	TAZ: <u>TA102</u>
Project Number: <u>PRJ-163131</u>	Primary Corridor: <u>4PLN #2</u>
ENG Number: _____	Parcel 1 ID: <u>47585000</u>
TIF District: <u>Columbia</u>	Parcel 2 ID: _____
TIF Overlay District: _____	Parcel 3 ID: _____

Existing Site Trips ^^										
LU Description	ITE LU Code	Existing AM Peak Rate	Existing PM Peak Rate	Existing ADT Rate	Unit of Measure	Size**		Existing AM Peak Trips	Existing PM Peak Trips	Existing ADT
High Turnover/Sit Down	932	9.57	9.05	107.20	1000	17279			73	1550
^^ equals zero if this is a new development on greenfield or if old use has been gone > 1 year.								Existing Trips Total		
									73	1550

New Trip Generation Calculation										
LU Description	ITE LU Code	AM Peak Rate	PM Peak Rate	ADT Rate	Unit of Measure*	Size**		New AM Peak	New PM Peak	New ADT
Shopping Center (>150k)	820	0.84	3.4	37.01	1000	124136		78	313	3083
Multifamily Housing (Mid-Rise)	221	0.37	0.39	4.54	1	217		78	95	1180
		0	0	0	0	0				0
*Unit of measure = ITE Unit by which total size is divided by in order to calc. trip generation								New Project Trips		
**Size - Total size of development, eg 10 dwelling units or 50,000 sqf.									156	408
***% reduction applied to trip generation, eg. .35 passby reduction for 100 trips - (1 - .35) * 100 - .65 - from approved traffic impact study only								Net New Project Trips (new trip - existing trips)		
****% reduction applied to trip generation, eg. .10 internal capture reduction for 100 trips - (1 - .10) * 100 - .9 * 100 - 90 - from approved traffic impact study only									156	335

Traffic Impact Fee Calculation									
LU Description	ITE LU Code	Proposed Project ADT	Net New Proj ADT	TIF Rate/Trip	TIF Overlay rate/trip	BEF Reduction = .3 for retail commercial uses & ITE LU 912	Tax Reduction	TIF Due	Overlay TIF Due
Shopping Center (>150k)	820	3083	1962.04	213	0	0.30	0.15	\$248,659.21	\$0.00
Multifamily Housing (Mid-Rise)	221	1180	750.96	213	0		0.15	\$135,961.20	\$0.00
Sum		4263	2713					TIF Totals: \$384,620.41	\$0.00

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.



City of Vancouver Transportation Services
Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-163131

Project Name:	Waterfront East	Date:	11/15/2022 12:00:00 AM
Project Address:	101 SE COLUMBIA WAY	TAZ:	TA102
Project Number:	PRJ-163131	Primary Corridor:	4PLN #2
ENG Number:		Parcel 1 ID:	47585000
TIF District:	Columbia	Parcel 2 ID:	
TIF Overlay District:		Parcel 3 ID:	

Concurrency Monitoring Fees			
Corridor	PM Peak Trips	Cost/Trip	max. \$1500
Fourth Plain Blvd to I-5	2	\$61.00	\$122.00
I-5 to Andresen Rd	28	\$61.00	\$1,708.00
Mill Plain Blvd to I-5	2	\$61.00	\$122.00
I-5 to Andresen Rd	7	\$61.00	\$427.00
Calculated Total =			\$2,379.00

Total Monitoring Fee = \$1,500.00

Proportionate Shares				
Case Number	Project	Fee/Unit	Trips/Lots	Final Fee
	SR 14/Grove Street Intersection	\$600.00	18	\$10,800.00
Total Proportionate Share Fees =				\$10,800.00

COMMENTS:

Mixed use development	District: Columbia	District TIF =	\$384,620.41
		Total TIF =	\$384,620.41

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.

EXHIBIT C

Applicant Narrative

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

Jan 05, 2022 - 4:28pm
L:\Project\18923\CAD\18923\ACAD\DWG\C18923001.dwg

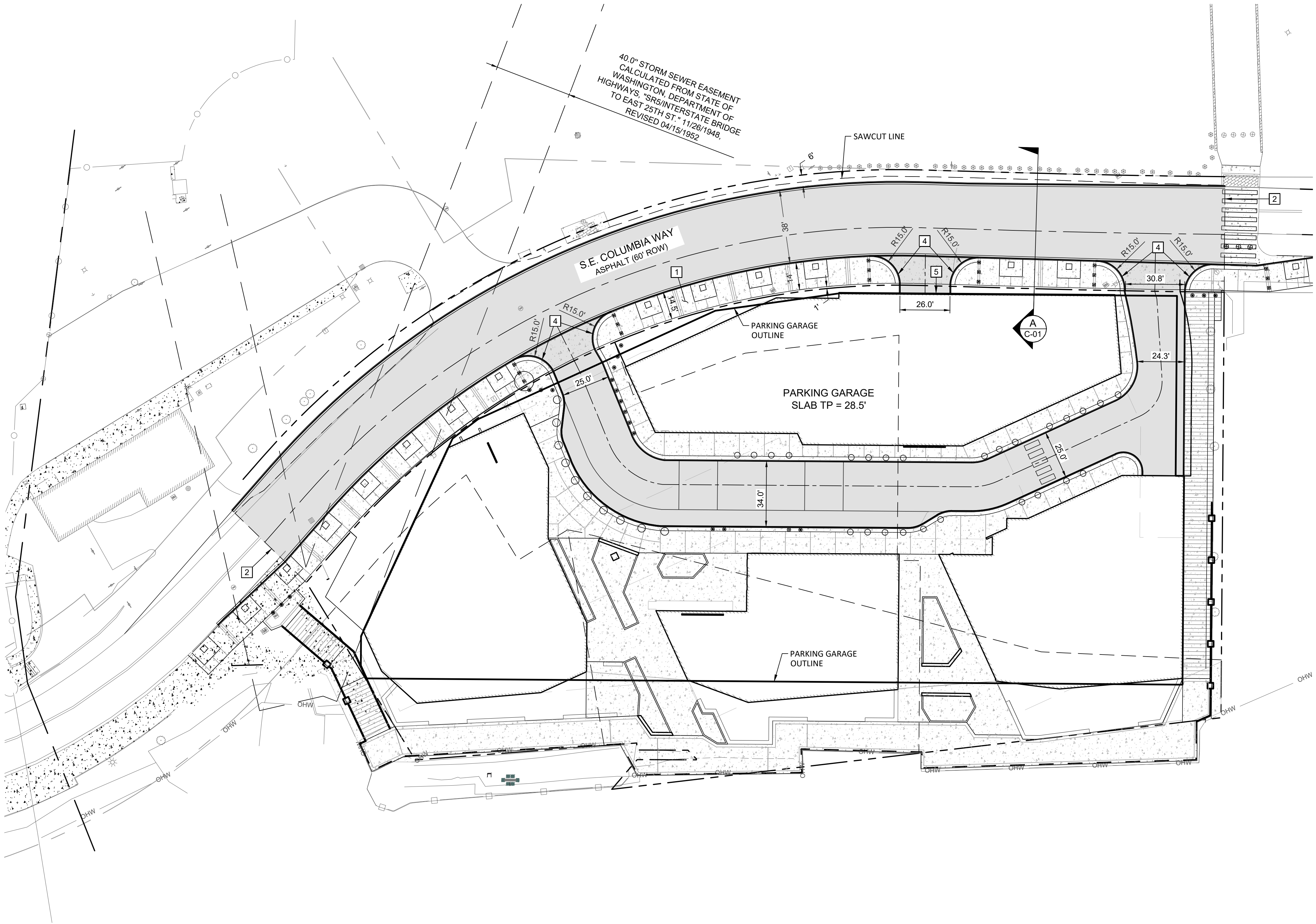


EXHIBIT D

GENERAL NOTES

- SEE SHEETS G-02 AND G-03 FOR NOTES AND LEGENDS.
- PROTECT EXISTING CATCH BASINS PER COV DETAIL E-220a BEFORE BEGINNING DEMOLITION.
- SEE SHEET UT-01 FOR PROPOSED UTILITIES PLAN. SEE SHEET STRM-01 FOR PROPOSED STORM DRAIN PLAN.
- ALL ADJACENT ROADS ARE COV MINOR ARTERIAL.
- PARKING PLANS AND ADA STALLS ARE LOCATED ON ARCHITECT PLANS SHEETS.

S.E. COLUMBIA WAY STREET CUT NOTES

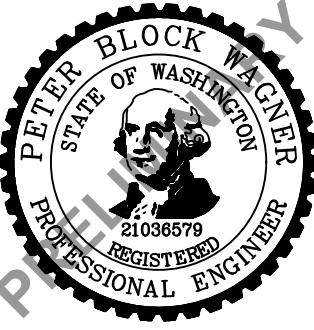
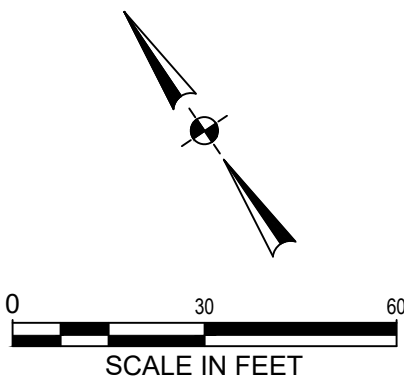
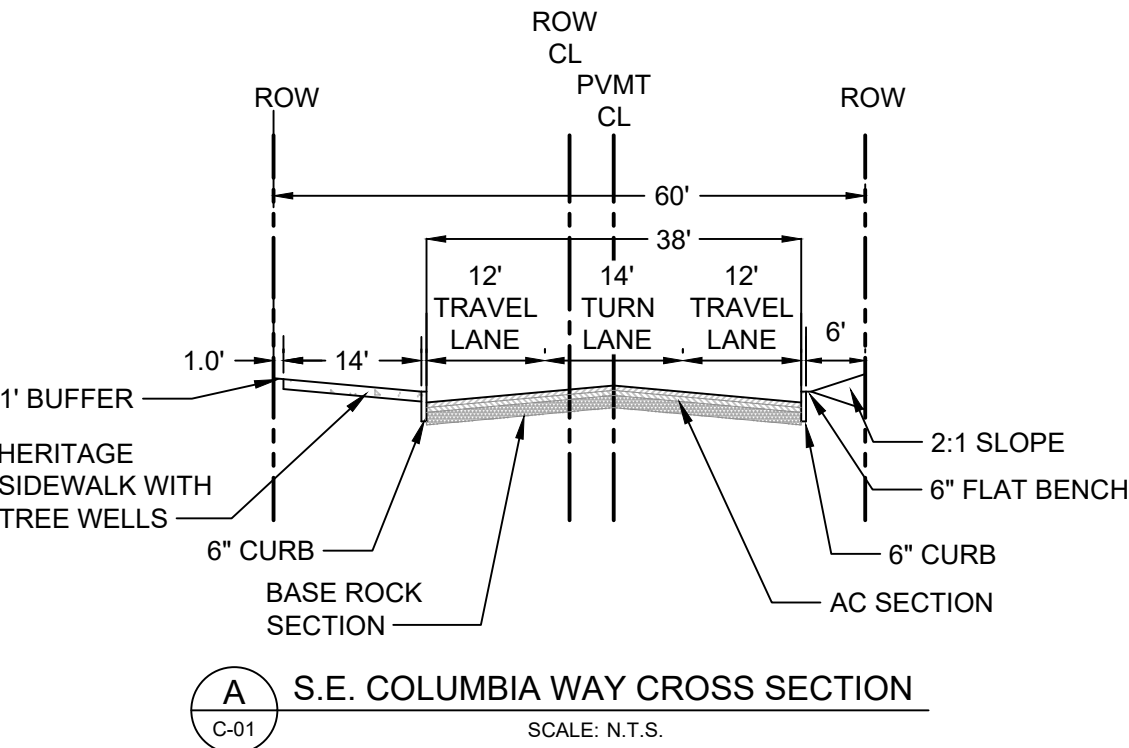
- CARE SHALL BE TAKEN TO PROTECT THE RECENTLY INSTALLED SURFACE TREATMENT. DAMAGE TO THE TREATMENT WILL REQUIRE ADJUSTMENT TO THE LIMITS OF THE RESTORATION CONDITIONS ABOVE.
- THE CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM IN S.E. COLUMBIA WAY SHALL BE COMPLETED PURSUANT TO THE CIVIL PLANS, SHEET C-01 AND UT-01.
- A NOTE SHALL BE PLACED ON ALL APPLICABLE SHEETS OF THE CIVIL DRAWINGS TO INDICATE ANY UTILITY TRENCHES OR RELOCATION OF UTILITY TRENCHES IN S.E. COLUMBIA WAY, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, STORM, POWER, PHONE, CABLE, GAS AND FIBER OPTIC THAT VARY FROM THIS ORIGINAL REQUEST WILL NOT BE ALLOWED WITHOUT FURTHER ROAD MODIFICATION APPROVAL.
- PRIOR TO CONSTRUCTION, THE APPLICANT SHALL OBTAIN A RIGHT-OF-WAY PERMIT AND AN APPROVED TRAFFIC CONTROL PLAN FROM THE CITY.
- THE WARRANTY PERIOD FOR STREET CUT RESTORATION WORK IS 2 YEARS ON MINOR ARTERIAL UNDER STREET CUTTING MORATORIUM PER VMC 11.80.100(E)(2). THE WARRANTY PERIOD SHALL BE INCLUDED IN THE TRANSPORTATION GENERAL NOTES ON THE CIVIL PLANS.
- ANY PAVEMENT JOINT OPENING WITHIN THE WARRANTY PERIOD SHALL RECEIVE A CRACK SEAL TREATMENT PRIOR TO THE EXPIRATION OF THE WARRANTY.

KEY NOTES

- INSTALL NEW SIDEWALK PER COV DETAIL T02-01A WITH MODIFIED STRUCTURAL SECTION TO FOLLOW SECTION A-A OF COV DETAIL T01-07.
- SAWCUT PER T05-13 AND PROVIDE PAVEMENT RESTORATION AREA PER COV DETAIL T05-01B AND T05-07. PROVIDE TRENCH RESTORATION PER T05-05.
- INSTALL TYPE E-1 CURB PER COV DETAIL T01-01A.
- INSTALL MAJOR COMMERCIAL DRIVEWAY (THROAT WIDTH PER PLAN). SEE COV DETAIL T01-07.
- PARKING GARAGE ENTRY.

LEGEND

- SIDEWALK
- PROPOSED ASPHALT
- P.C. CONC. DRIVEWAYS
- PROPERTY LINE



KIRKLAND RENAISSANCE BOARDWALK
VANCOUVER, WA 98660
CIVIL SITE PLAN
LAND USE SUBMITTAL

TITLE		
#	DATE	DESCRIPTION
REVISIONS		
RMS DRAWN BY		
LU SUBMITTAL STATUS		
JANUARY 5, 2022 DATE		
18923 PROJECT NUMBER		

C-01

LANDSCAPE AREA TOTAL

TOTAL SITE = 98,196 SQFT
TOTAL LANDSCAPING = 8,222 SQFT (8.4%)

GENERAL NOTES

- 1. SEE SHEET L-02 FOR LEVEL 04 PLANTING PLAN, PLANTING LEGEND, NOTES, AND SITE DETAILS.
- 2. SEE SHEET L-04 FOR PLANTING INSTALLATION DETAILS.
- 3. ALL LANDSCAPE AREAS TO BE WATERED BY A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- 4. MOVEABLE FURNITURE ON PLANS SHALL BE SPECIFIED BY OWNER OR OWNER'S REPRESENTATIVE

KEY NOTES

- 1

WEST SIDE ROW CONNECTION, 15 FT WIDTH - PATTERNED CONCRETE ON GRADE
- 2

CITY OF VANCOUVER STANDARD TREE WELL - SEE SHEET L-04
- 3

RESTORED CONCRETE SIDEWALK
- 4

EXPANSION JOINT, TYPICAL
- 5

UNIT PAVER ON SLAB - MORTAR SET
- 6

SCORE JOINT, TYPICAL
- 7

ZERO CURB WITH TRUNCATED DOMES - SEE SHEET L-03
- 8

BOLLARD - VANCOUVER PARKS STANDARD
- 9

MOTOR COURT - PATTERNED CONCRETE
- 10

MOTOR COURT APRON - UNIT PAVER ON SLAB - MORTAR SET
- 11

MOTORCOURT PLANTER - SEE SHEET L-03
- 12

SURVEY MONUMENT - SEE SHEET L-03
- 13

INTERPRETIVE DISPLAY - WITNESS TREE
- 14

RAISED PLANTER - CIP CONCRETE WITH PATTERNED FACE
- 15

MOTOR COURT CROSSING - UNIT PAVER ON SLAB - MORTAR SET
- 16

MOTOR COURT DRIVE - CONCRETE
- 17

PEDESTRIAN CONNECTION TO LAND BRIDGE AND FORT VANCOUVER
- 18

OUTDOOR DINING AREA - COLORED WEAR SURFACE ON SLAB
- 19

RESTAURANT/CAFE PLANTER PARTITIONS
- 20

SEAT WALL WITH INTEGRAL WOOD BENCH - SEE SHEET L-03
- 21

BOARDWALK, 15 FT WIDTH - UNIT PAVERS ON SLAB - MORTAR SET
- 22

CUSTOM BOARDWALK RAILING
- 23

PUBLIC BENEFIT AMENITY - ART
- 24

BREEZEWAY - UNIT PAVERS ON SLAB - MORTAR SET

- 25

UNIT PAVER EDGER BAND - FORMED WITH SLAB
- 26

DRAINAGE STRUCTURE
- 27

EAST ROW CONNECTION, 15 FT WIDTH - PATTERNED CONCRETE ON GRADE. ON FILL; NO EXCAVATION
- 28

EXISTING TREES LOCATED ON NPS PROPERTY - SEE TREE PLAN
- 29

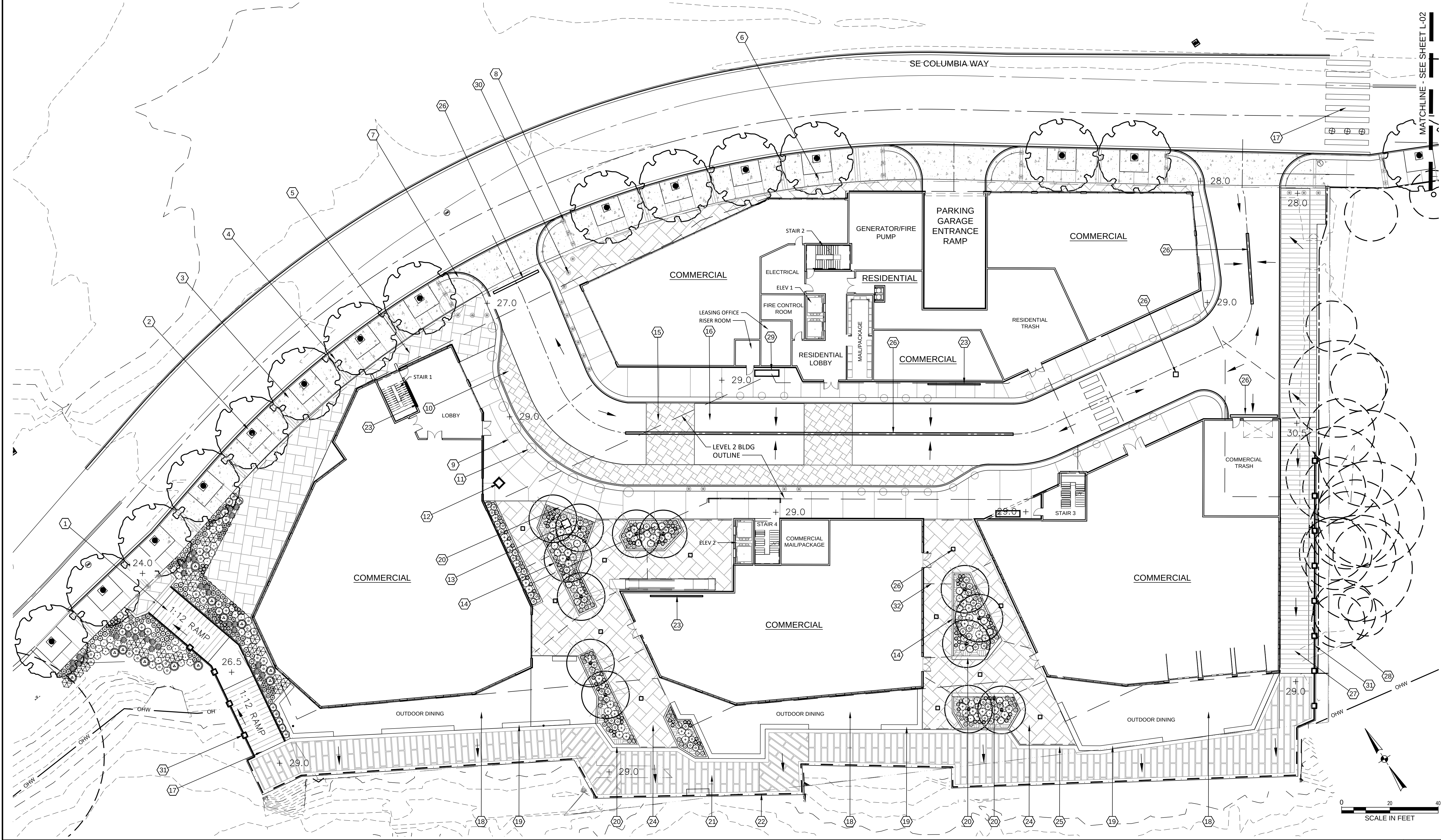
BENCH - SEE SHEET L-03
- 30

BOLLARD - SEE SHEET L-03
- 31

RAILING - VERTICAL CABLE - SEE SHEET L-03
- 32

GRADE BREAK - RIDGE LINE

EXHIBIT E



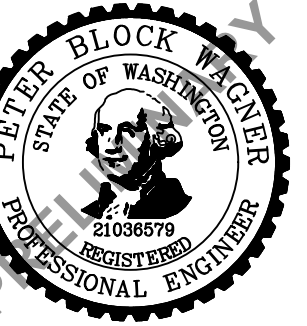
Otak

700 Washington Street Suite 300
Vancouver, WA 98660
Phone: 360.737.9613
FAX: 360.737.9651
www.otak.com

STATE OF WASHINGTON
DAVID D. HAINES
NO 824 EXP. 01/11/23
LICENSED LANDSCAPE ARCHITECT

KIRKLAND RENAISSANCE BOARDWALK
VANCOUVER, WA 98660
LANDSCAPE & OPEN SPACE PLAN
LAND USE SUBMITTAL

TITLE		
#	DATE	DESCRIPTION
REVISIONS		
RMS	MAZ	
DRAWN BY	CHECKED BY	
LU SUBMITTAL		
STATUS		
JANUARY 5, 2022		
DATE		
18923		
PROJECT NUMBER		
L-01		
© 2020 OTAK, INC.		



KIRKLAND RENAISSANCE BOARDWALK
VANCOUVER, WA 98660
GRADING AND EROSION CONTROL PLAN
ENGINEERING SUBMITTAL

TITLE		
#	DATE	DESCRIPTION
REVISIONS		
TERMS/EAO	PBW	
DRAWN BY	CHECKED BY	
ENGINEERING SUBMITTAL		
STATUS		
MARCH 1, 2022		
DATE		
18923		
PROJECT NUMBER		

GR-01

© 2020 OTAK, INC.

GENERAL NOTES

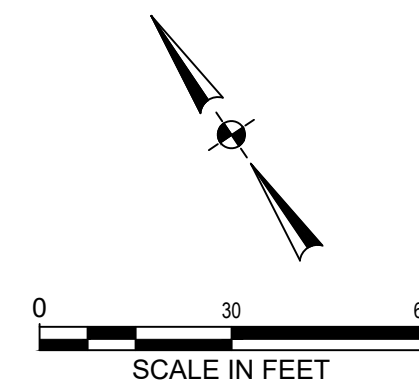
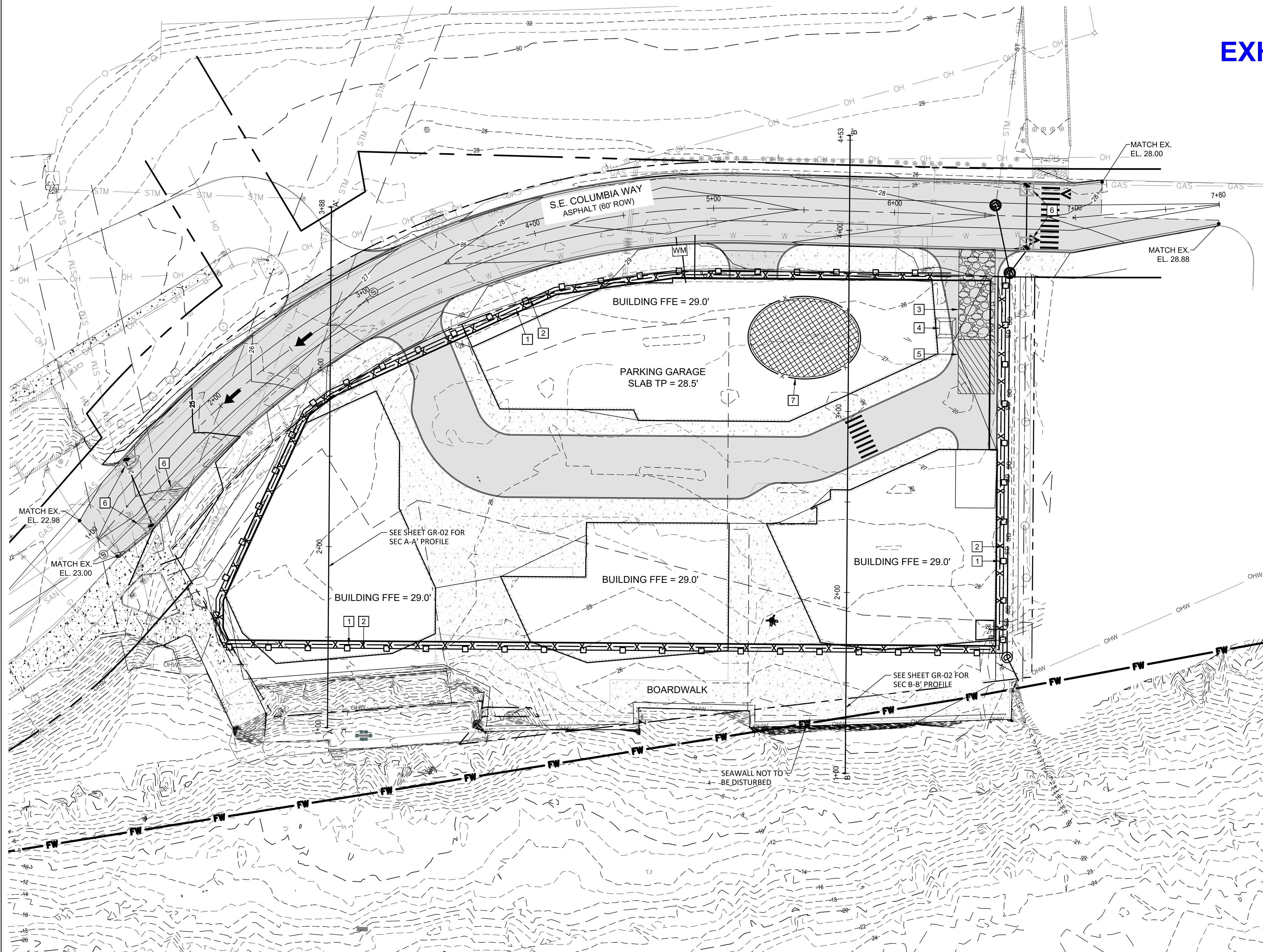
1. SEE SHEET G-02 & G-03 FOR NOTES AND LEGEND.
2. PROTECT EXISTING CATCH BASINS PER COV DETAIL E-220a BEFORE BEGINNING DEMOLITION.
3. SEE SHEET UT-01 FOR UTILITIES PLAN.
4. SEE SHEET STRM-01 FOR STORMWATER PLAN.
5. PRIOR TO INITIATING WORK IN THE PUBLIC RIGHT-OF-WAY, CONTRACTOR TO PREPARE, SUBMIT, AND OBTAIN APPROVAL FROM THE CITY OF VANCOUVER FOR TRAFFIC CONTROL.
6. ALL SIDEWALKS TO HAVE MAXIMUM CROSS SLOPE OF 2%.

SEE ASSOCIATED GEOTECHNICAL REPORT (PBS ENGINEERING, DATED DECEMBER 10, 2021) FOR SUBGRADE, AGGREGATE BASE, AND ASPHALT PAVEMENT SECTION COMPACTION REQUIREMENTS.

SHOULD ANY ITEM OF ARCHAEOLOGICAL INTEREST (VMC 20.710.090) BE FOUND DURING DEVELOPMENT, YOU ARE REQUIRED TO STOP WORK AND NOTIFY THE PLANNING CASE MANAGER IN DEVELOPMENT REVIEW SERVICES AT (360) 487-7800, AND THE WASHINGTON STATE OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION AT (360) 753-4011 IMMEDIATELY. FAILURE TO DO SO COULD RESULT IN A FELONY.

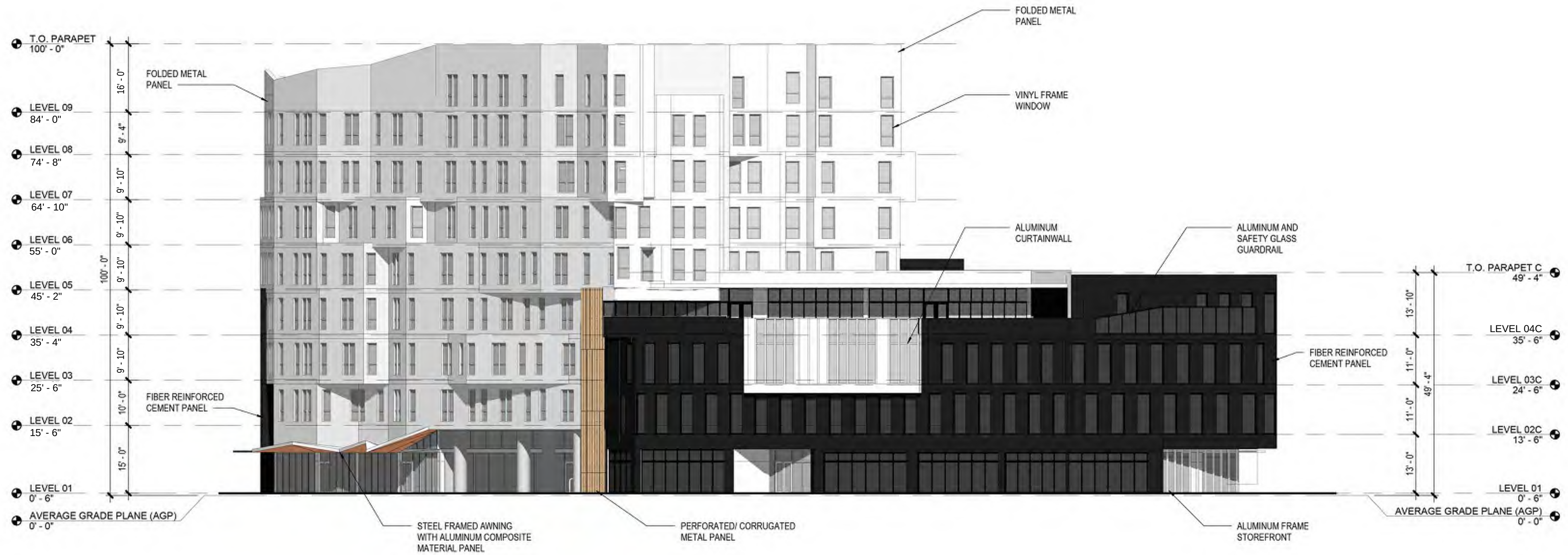
- 1 INSTALL SEDIMENT FENCE.
- 2 INSTALL HIGH VISIBILITY CONSTRUCTION FENCE.
- 3 INSTALL CONSTRUCTION ENTRANCE.
- 4 INSTALL WHEEL WASH.
- 5 INSTALL CONCRETE WASHOUT.
- 6 INSTALL INLET PROTECTION.
- 7 PROPOSED STOCKPILE AREA.

	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	LIMITS OF DISTURBANCE
	SEDIMENT FENCE
	HIGH VISIBILITY CONSTRUCTION FENCE
	WATTLES
	INLET / TRENCH DRAIN PROTECTION
	GRAVEL CONSTRUCTION ENTRANCE
	WHEEL WASH
	STOCKPILE
	CONCRETE WASHOUT
	FLOW DIRECTION





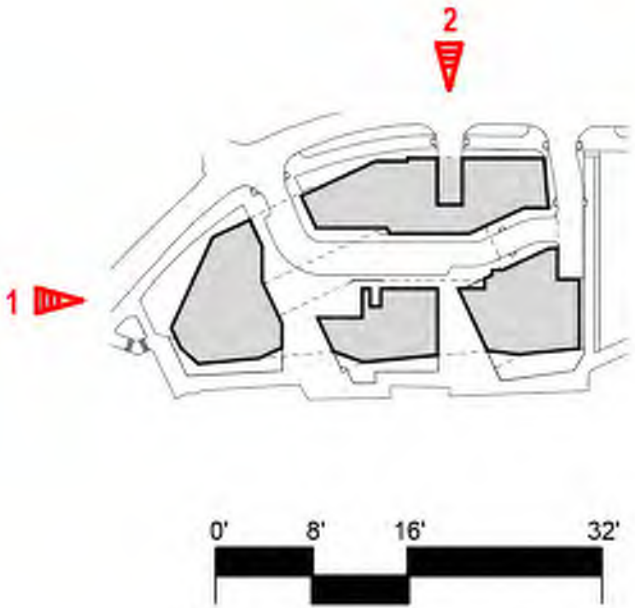
2 EXTERIOR ELEVATION - NORTH
A17 SCALE: 1/16" = 1'-0"



1 EXTERIOR ELEVATION - WEST
A17 SCALE: 1/16" = 1'-0"

EXTERIOR MATERIALS LEGEND

- FOLDED METAL PANEL
- FIBER REINFORCED CEMENT PANEL
- PERFORATED/ CORRUGATED METAL PANEL



KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

EXTERIOR ELEVATIONS

STAMP

CONSULTANT

TITLE

DATE DESCRIPTION

REVISIONS

ST, JG, SE, TJ	ST
DRAWN BY	CHECK BY
SD SET	
STATUS	
MARCH 07, 2022	
DATE	
18923	
PROJECT NUMBER	

A17

© 2021 OTAK, INC.
If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

KIRKLAND RENAISSANCE BOARDWALK

1101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

EXTERIOR ELEVATIONS

TITLE

#	DATE	DESCRIPTION
---	------	-------------

REVISIONS:

ST, JG, SE, TJ	ST
----------------	----

DRAWN BY: _____ CHECK BY: _____

SD SET

STATUS

MARCH

DATE _____

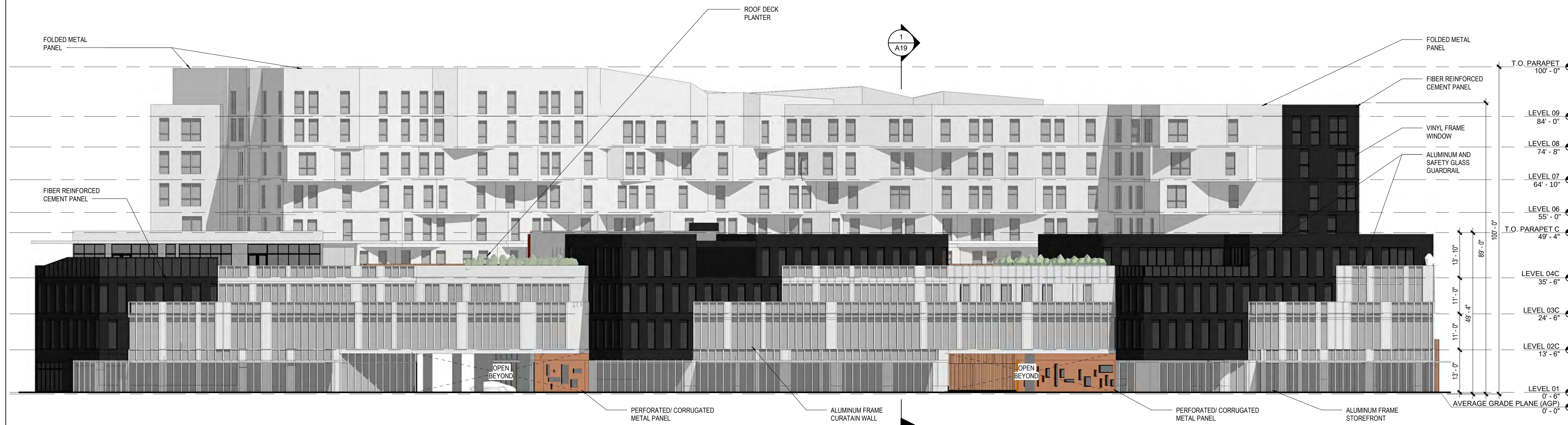
18023

PROJECT NUMBER

A18

© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.



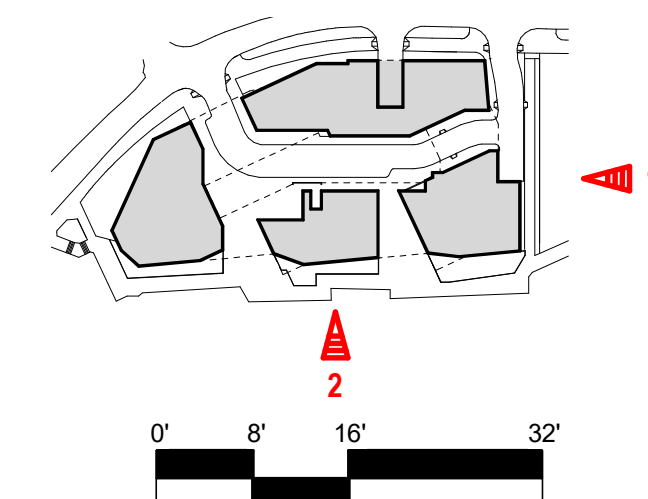
2 EXTERIOR ELEVATION - SOUTH
A18 SCALE: 1/16" = 1'-0"

SCALE: 1/16" = 1'-0"



1 EXTERIOR ELEVATION - EAST
A18 SCALE: 1/16" = 1'-0"

SCALE: 1/16" = 1'-0"



STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL P1 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
---	------	-------------

REVISIONS

ST, JG, SE, TJ	ST
----------------	----

DRAWN BY	CHECK BY
----------	----------

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18923

PROJECT NUMBER

A6

© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

USES OF SPACE

EXHIBIT H

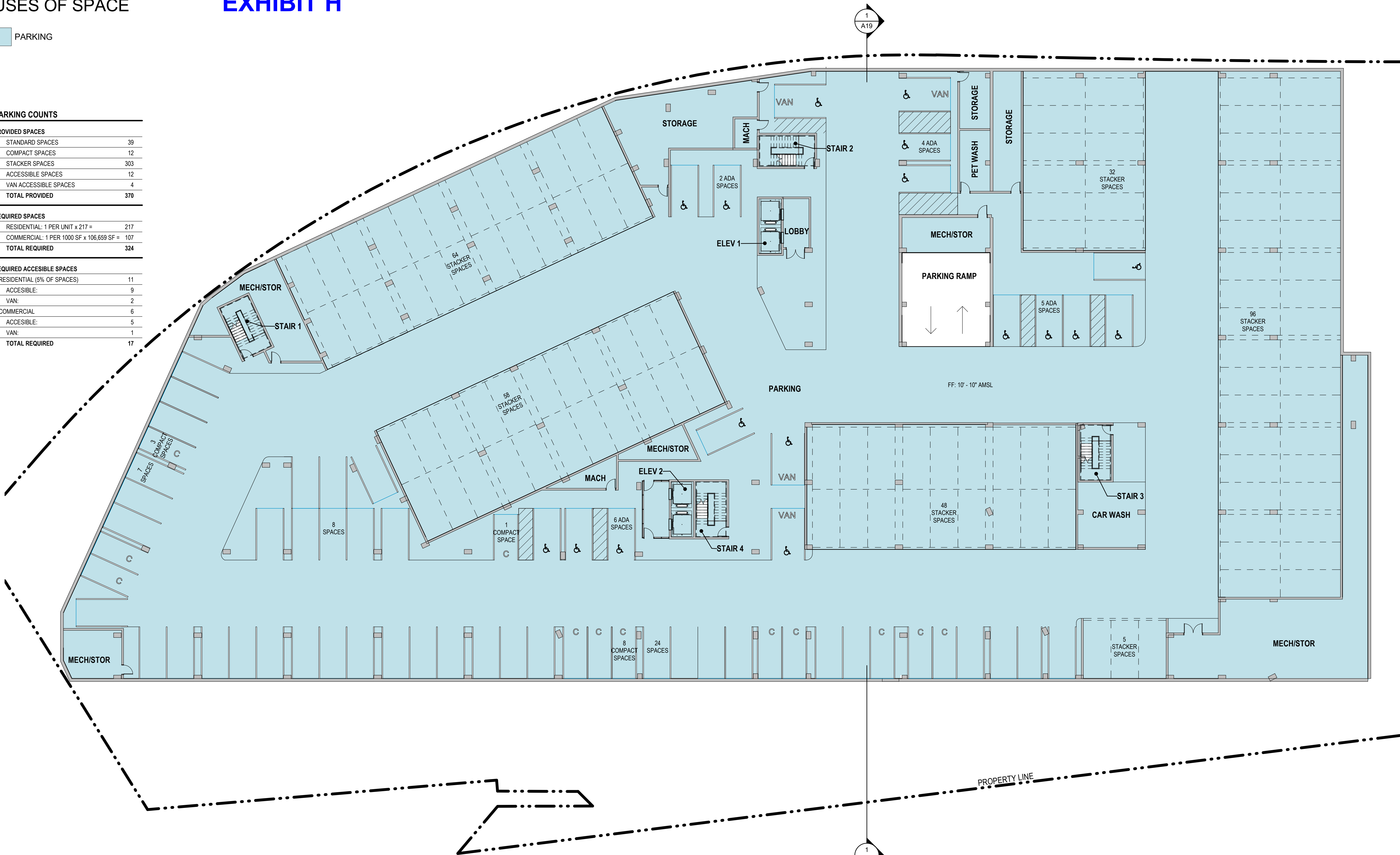
PARKING

PARKING COUNTS

PROVIDED SPACES	
STANDARD SPACES	39
COMPACT SPACES	12
STACKER SPACES	303
ACCESSIBLE SPACES	12
VAN ACCESSIBLE SPACES	4
TOTAL PROVIDED	370

REQUIRED SPACES	
RESIDENTIAL: 1 PER UNIT x 217 =	217
COMMERCIAL: 1 PER 1000 SF x 106,659 SF =	107
TOTAL REQUIRED	324

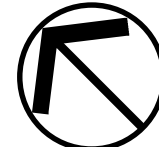
REQUIRED ACCESSIBLE SPACES	
RESIDENTIAL (5% OF SPACES)	11
ACCESSIBLE:	9
VAN:	2
COMMERCIAL	6
ACCESSIBLE:	5
VAN:	1
TOTAL REQUIRED	17



1 FLOOR PLAN - LEVEL B1

A6 SCALE: 1/16" = 1'-0"

0' 8' 16' 32'



STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661
LEVEL 01 - FLOOR PLAN

TITLE

DATE DESCRIPTION

REVISIONS

ST, JG, SE, TJ ST

DRAWN BY CHECK BY

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18923

PROJECT NUMBER

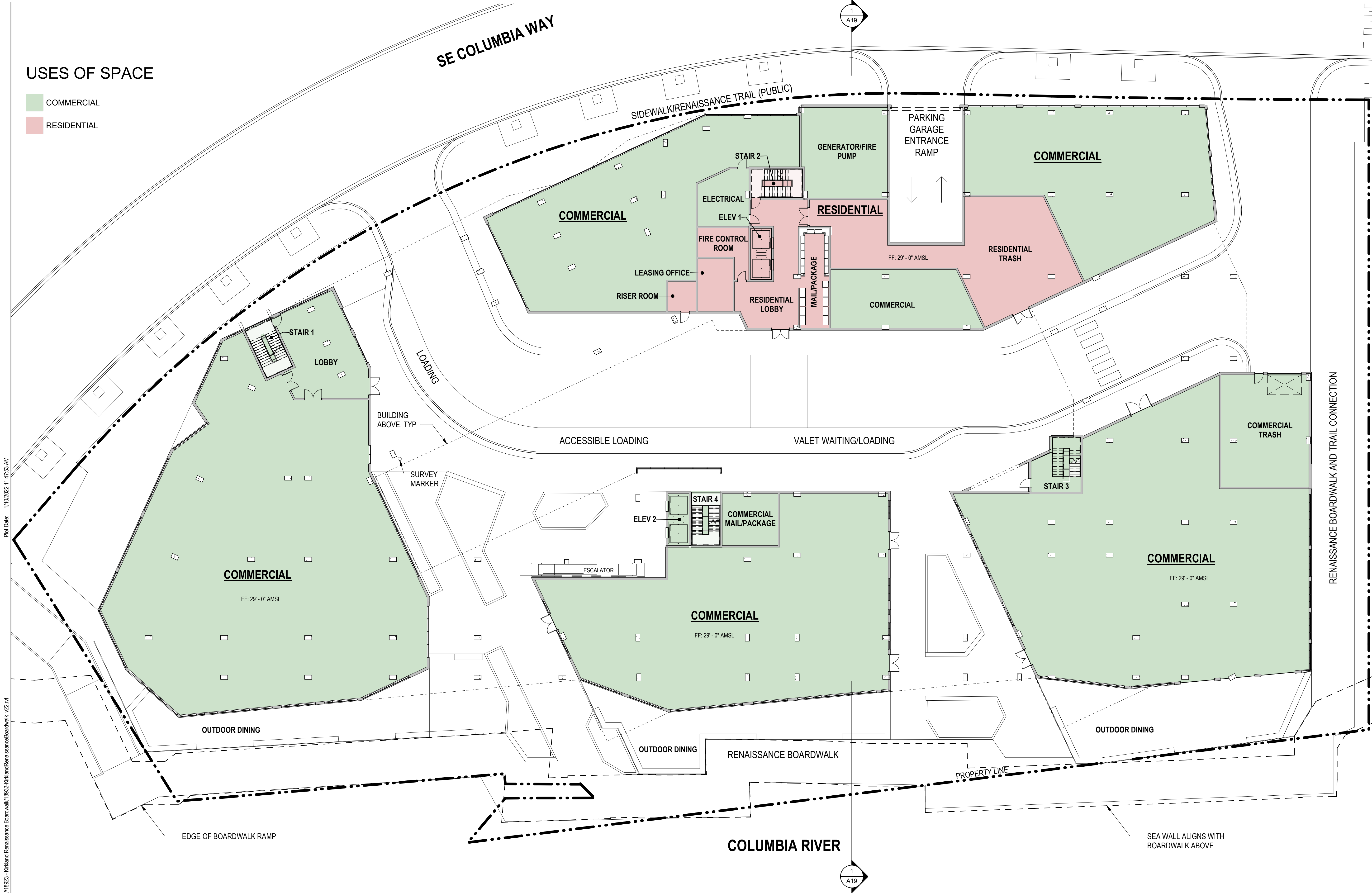
A7

© 2021 OTAK, INC.

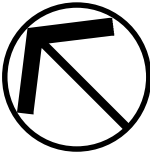
If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

USES OF SPACE

- COMMERCIAL
- RESIDENTIAL



1 FLOOR PLAN - LEVEL 01
A7 SCALE: 1/16" = 1'-0"



STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 02 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
---	------	-------------

REVISIONS

ST, JG, SE, TJ	ST
----------------	----

DRAWN BY	CHECK BY
----------	----------

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18923

PROJECT NUMBER

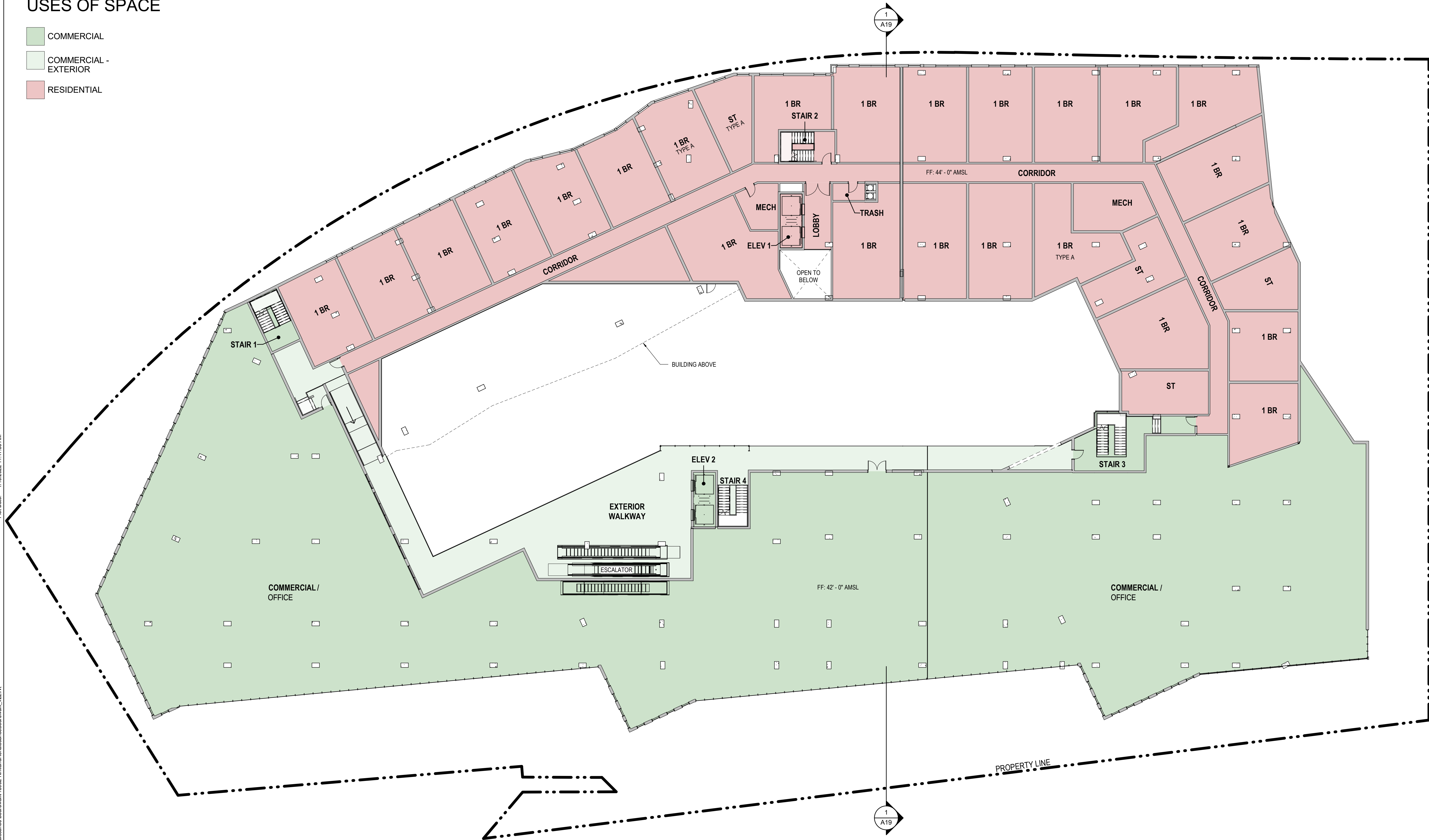
A8

© 2021 OTAK, INC.

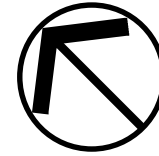
If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

USES OF SPACE

- COMMERCIAL
- COMMERCIAL - EXTERIOR
- RESIDENTIAL

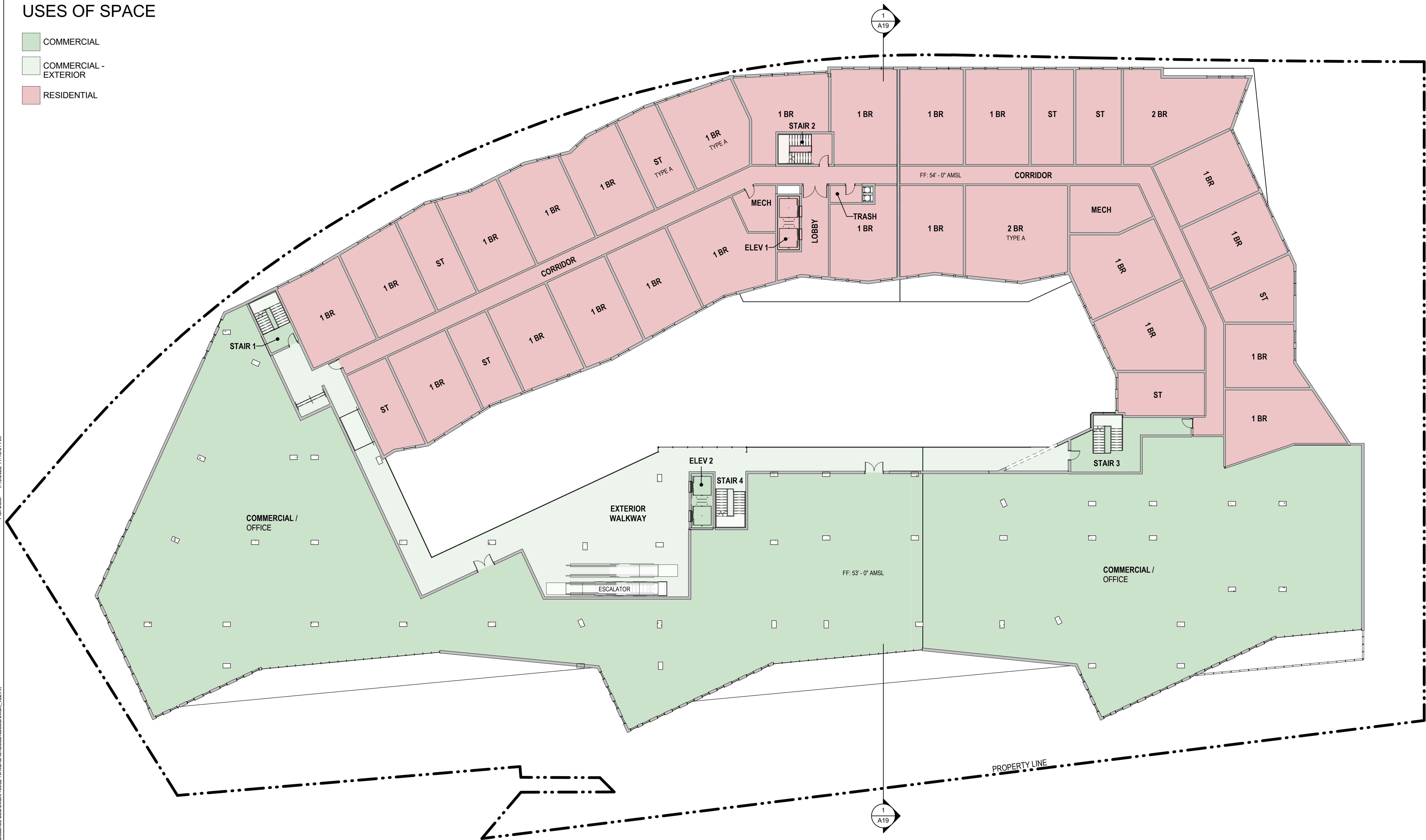


1 FLOOR PLAN - LEVEL 02
A8 SCALE: 1/16" = 1'-0"



USES OF SPACE

- COMMERCIAL
- COMMERCIAL - EXTERIOR
- RESIDENTIAL



STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 03 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
---	------	-------------

REVISIONS

ST, JG, SE, TJ	ST
----------------	----

DRAWN BY	CHECK BY
----------	----------

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

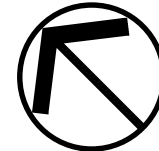
18923

PROJECT NUMBER

A9

© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.



STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 04 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
---	------	-------------

REVISIONS

ST, JG, SE, TJ	ST
----------------	----

DRAWN BY	CHECK BY
----------	----------

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18923

PROJECT NUMBER

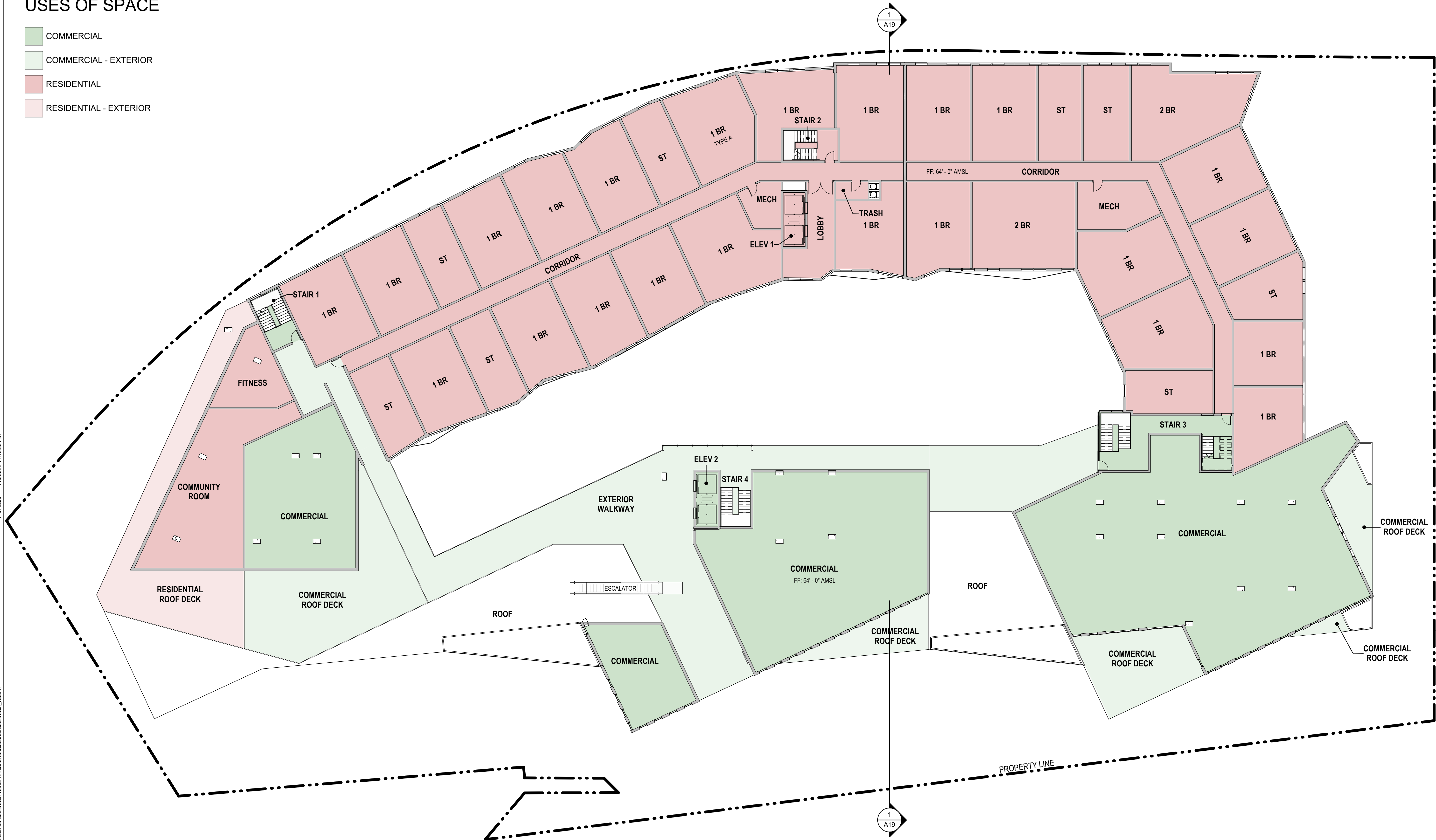
A10

© 2021 OTAK, INC.

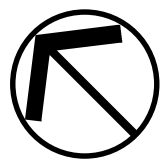
If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

USES OF SPACE

- COMMERCIAL
- COMMERCIAL - EXTERIOR
- RESIDENTIAL
- RESIDENTIAL - EXTERIOR



1 FLOOR PLAN - LEVEL 04
A10 SCALE: 1/16" = 1'-0"



STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 05 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
---	------	-------------

REVISIONS

ST, JG, SE, TJ	ST
----------------	----

DRAWN BY	CHECK BY
----------	----------

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18923

PROJECT NUMBER

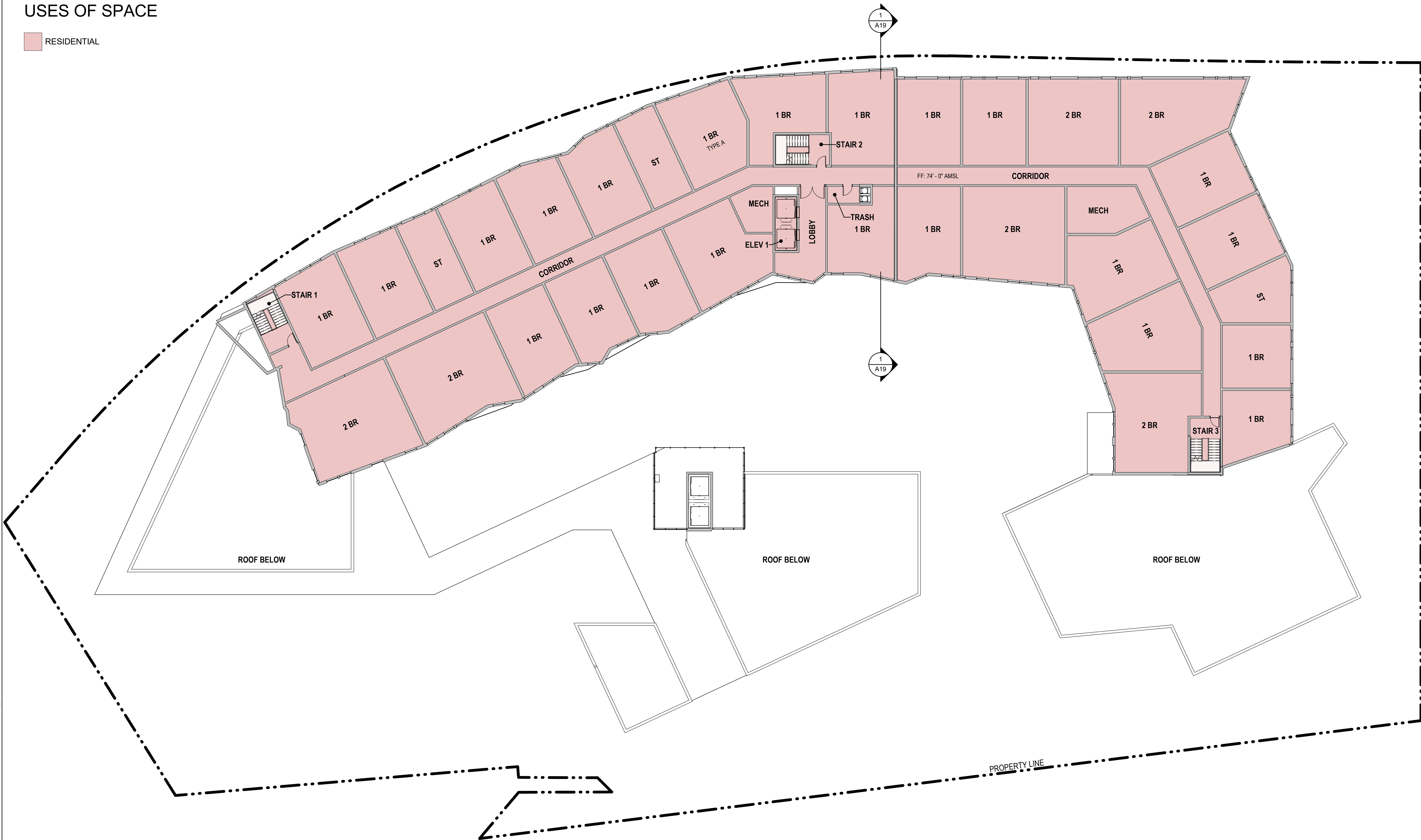
A11

© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

USES OF SPACE

RESIDENTIAL



Plot Date: 1/10/2022 11:48:08 AM

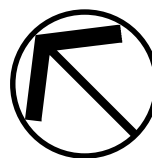
Revit File: Autodesk Docs//18923 - Kirkland Renaissance Boardwalk/18923-KirklandRenaissanceBoardwalk_V2.rvt

1
A11

FLOOR PLAN - LEVEL 05

SCALE: 1/16" = 1'-0"

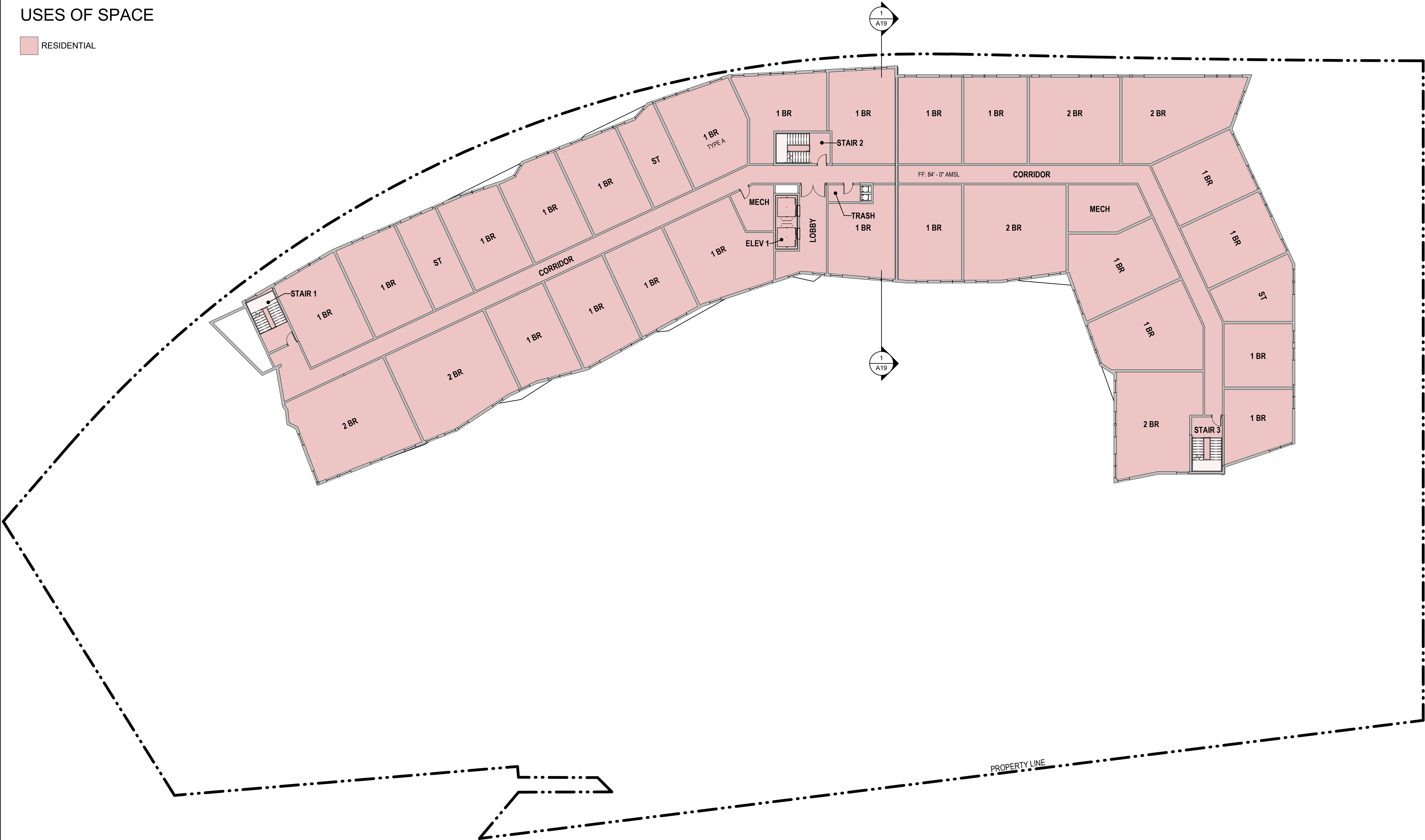
0' 8' 16' 32'



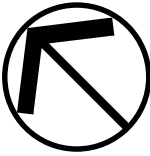
Revit File: AutodesK Docs\18923 - Kirkland Renaissance Boardwalk\18923-KirklandRenaissanceBoardwalk_V2.rvt Plot Date: 1/10/2022 11:45:10 AM

USES OF SPACE

RESIDENTIAL



1
A12 FLOOR PLAN - LEVEL 06
SCALE: 1/16" = 1'-0"



Otak Architects, Inc.
808 SW Third Avenue, Suite 300
Portland, OR 97204
main 503.287.6825
www.otak.com

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661
LEVEL 06 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
---	------	-------------

REVISIONS

ST, JG, SE, TJ	ST
----------------	----

DRAWN BY	CHECK BY
----------	----------

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18923

PROJECT NUMBER

A12

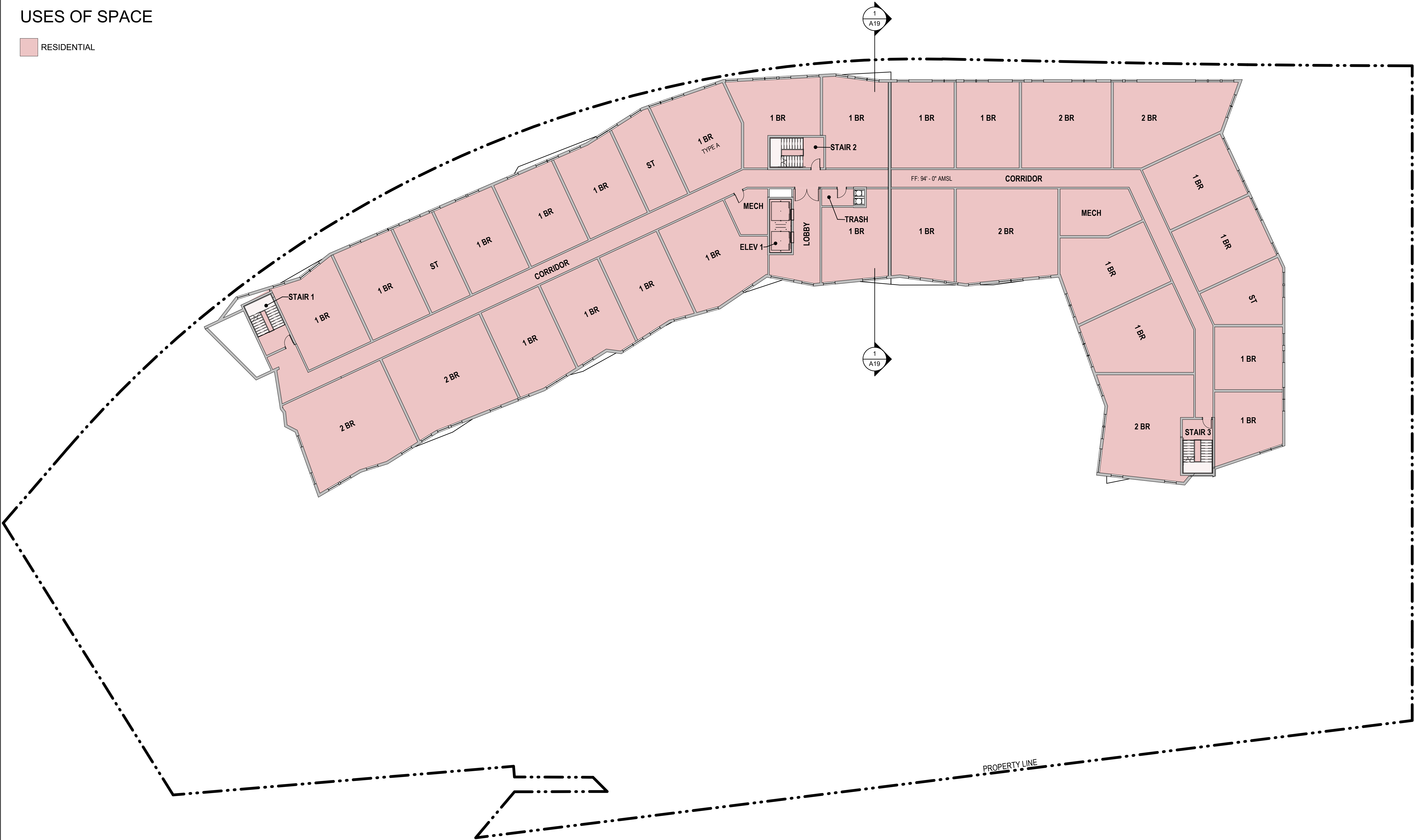
© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

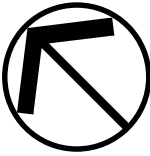
Revit File: AutodesK Docs\18923 - Kirkland Renaissance Boardwalk\18923-KirklandRenaissanceBoardwalk_V2.rvt Plot Date: 1/10/2022 11:45:12 AM

USES OF SPACE

RESIDENTIAL



1 FLOOR PLAN - LEVEL 07
A13 SCALE: 1/16" = 1'-0"



STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661
LEVEL 07 - FLOOR PLAN

TITLE

DATE DESCRIPTION

REVISIONS

ST, JG, SE, TJ ST

DRAWN BY CHECK BY

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18923

PROJECT NUMBER

A13

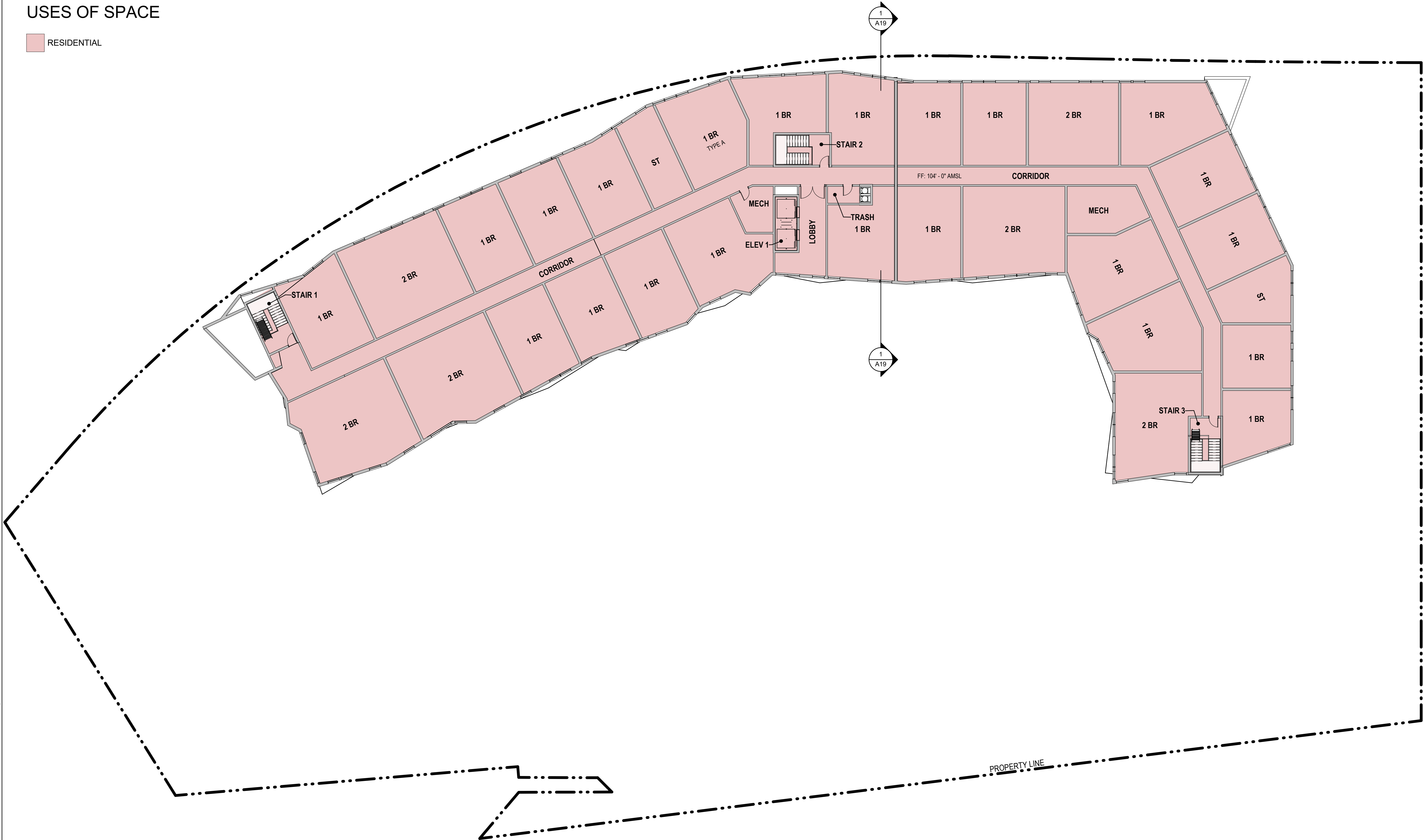
© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

Revit File: AutodesK Docs\18923 - Kirkland Renaissance Boardwalk\18923-KirklandRenaissanceBoardwalk_V2.rvt Plot Date: 1/10/2022 11:45:15 AM

USES OF SPACE

RESIDENTIAL



1 FLOOR PLAN - LEVEL 08
A14 SCALE: 1/16" = 1'-0"



Otak Architects, Inc.
808 SW Third Avenue, Suite 300
Portland, OR 97204
main 503.287.6825
www.otak.com

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661
LEVEL 08 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
---	------	-------------

REVISIONS

ST, JG, SE, TJ	ST
----------------	----

DRAWN BY	CHECK BY
----------	----------

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18923

PROJECT NUMBER

A14

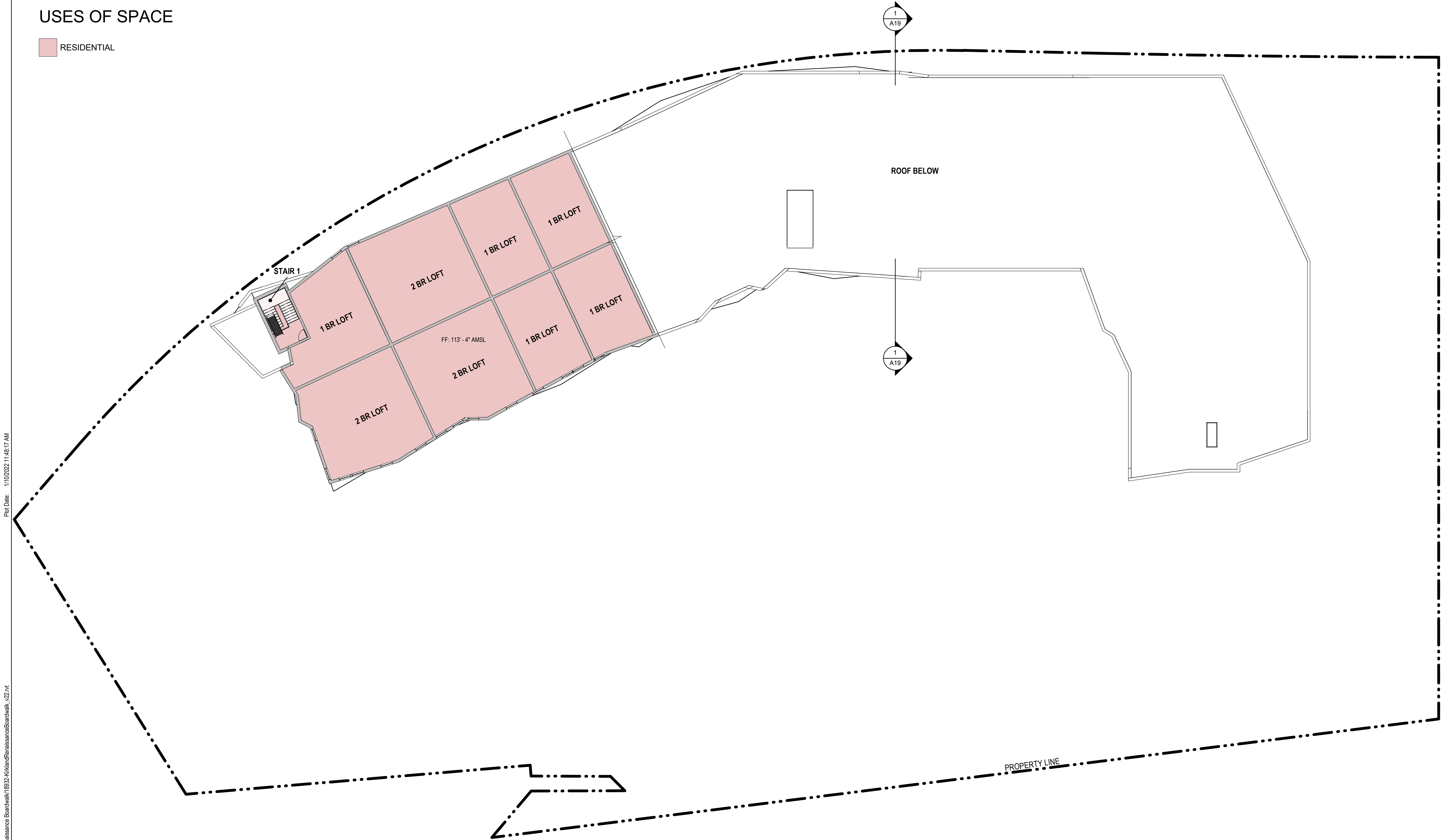
© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

Revit File: AutodesK Docs\18923 - Kirkland Renaissance Boardwalk\8932-KirklandRenaissanceBoardwalk_V22.rvt
Plot Date: 1/10/2022 11:48:17 AM

USES OF SPACE

RESIDENTIAL



1
A15 FLOOR PLAN - LEVEL 09
SCALE: 1/16" = 1'-0"



Otak Architects, Inc.
808 SW Third Avenue, Suite 300
Portland, OR 97204
main 503.287.6825
www.otak.com

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661
LEVEL 09 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
---	------	-------------

REVISIONS

ST, JG, SE, TJ	ST
DRAWN BY	CHECK BY

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18923

PROJECT NUMBER

A15

© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

EXHIBIT I

JARPA for DNR

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

December 10, 2021

David Ellis
Principal Investigator
Willamette Cultural Resources Associates, Ltd.
2827 NE Martin Luther King Blvd.
Portland, OR 97212

In future correspondence please refer to:
Project Tracking Code: 2021-11-07615
Property: Kirkland Renaissance Boardwalk Project
Re: Archaeology - Concur with Survey; Follow Monitoring & Inadvertent Discovery Plan

Dear Mr. Ellis:

Thank you for contacting the State Historic Preservation Officer (SHPO) and the Department of Archaeology and Historic Preservation (DAHP) with documentation regarding the above referenced project. In response, we concur with the results and recommendations made in the survey report. Specifically, we agree that the project should move forward following a Monitoring & Inadvertent Discovery Plan (MIDP). The MIDP should outline at what locations and depths the project should be monitored, and when just following an Inadvertent Discovery Plan will be sufficient. The DAHP is specifically concerned about potential early historic features and precontact sites that could be buried beneath or within the fill, so the plan should target the likely depths and locations for such finds.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving copies of any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

These comments are based on the information available at the time of this review and on behalf of the SHPO pursuant to Washington State law. Please note that should the project scope of work and/or location change significantly, please contact DAHP for further review.

Thank you for the opportunity to review and comment. Please ensure that the DAHP Project Number (a.k.a. Project Tracking Code) is attached to any future communications about this project. Should you have any questions, please feel free to contact me.

Sincerely,

Stephanie Jolivette
Local Governments Archaeologist
(360) 586-3088
Stephanie.Jolivette@dahp.wa.gov





November 14, 2022

Keith Jones
Senior Planner
City of Vancouver Community Development Dept.
415 West 6th Street
Vancouver, WA 98660

Re: Kirkland Renaissance Boardwalk—SEPA DNS (File No. PRJ-163131/LUP-82094)
Interstate 5 MP 0.25 Vicinity

Dear Mr. Jones:

Washington State Department of Transportation (WSDOT) staff have reviewed the application materials submitted for the Kirkland Renaissance Boardwalk proposal. Approval of subsequent permits will result in the construction of a nine-story mixed-use building adjacent to the I-5 Interstate Bridge. WSDOT would like to address our concerns and offer the following comments.

A 40-foot-wide storm sewer easement associated with Interstate 5 runs along the western extent of the site, as identified on Sheet C-01 of the plans submitted with the application. The proposed building shall not encumber this easement in any way, including any overhangs on upper stories.

Due to the proximity of this proposal to Interstate 5, WSDOT will require that lighting installed by the applicant must be of an appropriate wattage and be shielded and/or directed in accordance with RCW 47.36.180 to avoid any glare to the motorists on the freeway.

Thank you for the opportunity to comment on the above referenced project. If you have any questions or need additional information, please contact me at BassD@wsdot.wa.gov or at 360-831-5829.

Sincerely,

Dylan Bass
Development Review Planner
WSDOT Southwest Region

Cc: Laurie Lebowsky-Young
Casey Liles

EXHIBIT L



Aviation Division
7702 Terminal St SW
Tumwater, WA 98501
360-709-8015 / FAX: 360-709-8009
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

November 9, 2022

Community & Economic Development
CITY OF VANCOUVER, WASHINGTON
P.O. Box 1995
Vancouver, WA 98668

RE: Kirkland Renaissance Boardwalk PRJ-163131/LUP-82094

Dear Mr. Keith Jones,

Thank you for the opportunity to provide comment regarding the Kirkland Renaissance Boardwalk PRJ-163131/LUP-82094 Mixed-Use Development near Pearson Field. As stated in the Washington State Department of Transportation (WSDOT) Aviation Division letter dated November 16, 2021, WSDOT is concerned that the proposed development and construction, would allow for incompatible development adjacent to Pearson Field.

WSDOT's Airport Land Use Compatibility Program addresses elements of safety, airspace hazards, noise and land use in relation to public use airports. WSDOT is concerned with the safety and compatibility of placing incompatible development into Zone 2 (see attachment A) near the west end of Runway 8. The WSDOT Airports and Compatible Land Use Guide strongly recommends that any Mixed-Use Developments should be "Prohibited" in Zone 2. This is due to the mass congregation of people. Zone 2 represents the area where the risk of aircraft accidents is the greatest.

WSDOT Aviation appreciates the opportunity to offer our written comments and are available for any questions or concerns you may have. Please don't hesitate to contact me at 360-529-6548 or macartj@wsdot.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'John P. MacArthur', written over a light blue horizontal line.

John P. MacArthur
Aviation Land Use Planner

Enclosed:
WSDOT Letter, dated November 16, 2021
Pearson Field Attachment A

November 16, 2021

Community & Economic Development
CITY OF VANCOUVER, WASHINGTON
P.O. Box 1995
Vancouver, WA 98668

RE: Kirkland Renaissance Boardwalk Mixed-Use Development PIR-81864

Dear Mr. Person,

Thank you for the opportunity to provide comment regarding the Kirkland Renaissance Boardwalk Mixed-Use Development near Pearson Field. Washington State Department of Transportation (WSDOT) is concerned that the proposed development and construction, if approved in its current form, would allow for incompatible development adjacent to Pearson Field.

WSDOT's Airport Land Use Compatibility Program addresses elements of safety, airspace hazards, noise and land use in relation to public use airports. WSDOT is concerned with the safety and compatibility of placing incompatible development into Zone 2 (see attachment A) near the west end of Runway 8. The WSDOT Airports and Compatible Land Use Guide strongly recommends that any Mixed-Use Developments should be "Prohibited" in Zone 2. This is due to the mass congregation of people. Zone 2 represents the area where the risk of aircraft accidents is the greatest. On departure, aircraft are typically at full power in the initial phase of climb. On approach, the aircraft are at low altitude as they prepare for landing. Both operations are critical phases of flight, and the development poses a potential safety risk to residents in the flight path.

Given the very close proximity of this development to the approach to Runway 8, this building has the potential to impact the FAR Part 77 Airspace. WSDOT strongly recommends that the developer submit an FAA Form 7460-1 for an airspace analysis.

Additionally, there is growing environmental concern among populations living near airports over the noise and the associated air quality stemming from aviation operations. Hence, we ask that you also take this into consideration in planning to development the area.

The Growth Management Act (GMA) recognizes public use general aviation airports as essential public facilities and requires cities and counties to **discourage** incompatible land uses adjacent to them through their comprehensive plan policies and development regulations (RCW 36.70.547 and RCW 36.70A.200). The encroachment of incompatible land uses upon Washington state

airports significantly diminishes their ability to function as essential public facilities and often leads to operational impacts and closures.

WSDOT Aviation appreciates the opportunity to offer our written comments and are available for any questions or concerns you may have. Please don't hesitate to contact me at 360-890-5258 or max.platts@wsdot.wa.gov.

Sincerely,

T.S. "Max" Platts
Aviation Land Use Planner

Enclosed: Pearson Field Attachment A





STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Southwest Region Office
PO Box 47775, Olympia, WA 98504-7775 • 360-407-6300

EXHIBIT M

November 14, 2022

Keith Jones, Senior Planner
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668

Dear Keith Jones:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the Kirkland Renaissance Boardwalk Project (PRJ-163131/LUP-82094) located at 111 Southeast Columbia Way as proposed by Kirkland Development LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287

The applicant proposes to demolish an existing structure(s). In addition to any required asbestos abatement procedures, the applicant should ensure that any other potentially dangerous or hazardous materials present are removed prior to demolition. It is important that these materials and wastes are removed and appropriately managed prior to demolition. It is equally important that demolition debris is also safely managed, especially if it contains painted wood or concrete, treated wood, or other possibly dangerous materials. Please review the "Dangerous Waste Rules for Demolition, Construction, and Renovation Wastes," on Ecology's website at: [Construction & Demolition Guidance](#). All removed debris resulting from this project must be disposed of at an approved site. All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from your local jurisdictional health department prior to filling. Contact the local jurisdictional health department for proper management of these materials.

**WATER QUALITY/WATERSHED RESOURCES UNIT:
Brian Johnson (360) 624-5741**

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Construction Stormwater General Permit:

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and
2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
 - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
 - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted. For additional information on contaminated construction sites, please contact Carol Serdar at Carol.Serdar@ecy.wa.gov, or by phone at (360) 742-9751.

Additionally, sites that discharge to segments of waterbodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorous, or to waterbodies covered by a TMDL may need to meet additional sampling and record keeping requirements. See condition S8 of the Construction Stormwater General Permit for a description of these requirements. To see if your site discharges to a TMDL or 303(d)-listed waterbody, use Ecology's Water Quality Atlas at: <https://fortress.wa.gov/ecy/waterqualityatlas/StartPage.aspx>.

The applicant may apply online or obtain an application from Ecology's website at: [http://www.ecy.wa.gov/programs/wq/stormwater/construction/- Application](http://www.ecy.wa.gov/programs/wq/stormwater/construction/-Application). Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Keith Jones
November 14, 2022
Page 3

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(GMP:202205143)

cc: Derek Rockett, SWM
Brian Johnson, WQ

KIRKLAND RENAISSANCE BOARDWALK

SCHEMATIC FOUNDATION NARRATIVE

MARCH 04, 2022

Introduction

The purpose of this narrative is to provide input on a preliminary conceptual level design of the foundation system for the new Kirkland Renaissance Boardwalk development on the waterfront in Vancouver, Washington, and to help clarify the foundation system as it relates to the existing seawall.

The proposed mixed-use development for the Kirkland Renaissance Boardwalk on the waterfront in Vancouver WA, will be a complex comprised of three separate concrete structures featuring three to four stories of retail buildings and a one-story retail building supporting a residential tower above. The complex will also be featuring a one level below ground parking under the entire lot servicing all occupants above and will be adjacent to the Seawall along the south property line.

Foundation System Description

The main structural system for the structures will consist of two distinct materials. The apartment building will be a 7-story structure conventionally framed with light metal gage construction supported by a one-story concrete podium structure. The retail buildings will be constructed with post-tensioned concrete slabs spanning between concrete columns and walls. Per the geotechnical report recommendations that was prepared by PBS, dated December 10, 2021, for Kirkland Development, the superstructure can be founded on a shallow foundation such as thick mat foundation over dense soil.

Due to the basement depth, high ground water table, proximity to the river, and the existing seawall, the substructure will be a fully tanked system designed to resist hydrostatic pressure accommodating the 100-year flood event. The perimeter of the basement will be reinforced concrete walls designed to resist static and transient loading due to soil equivalent fluid pressure. The mat foundation will be designed to resist all imposed forces due to uplift hydrostatic pressure, lateral earth pressure, seismic lateral forces by utilizing soil friction, passive pressure, and soil anchors embedded into the dense soil to limit lateral movement as not to impose new or additional pressure on the existing seawall. See figures 1 and 2.

The boardwalk framing system will consist of cast-in-place or precast/hollow core concrete planks supported by reinforced concrete beams and girders. The concrete beams will be supported by steel micro-piles extending to a depth below the bottom of the seawall. The boardwalk deck along with the micro-piles will be tied laterally to the new basement structure to limit lateral movement. Additionally, there will be a gap between the bottom of the boardwalk structure and the top of the existing seawall to allow for vertical deflection without loading the seawall. See figures 1 and 2.

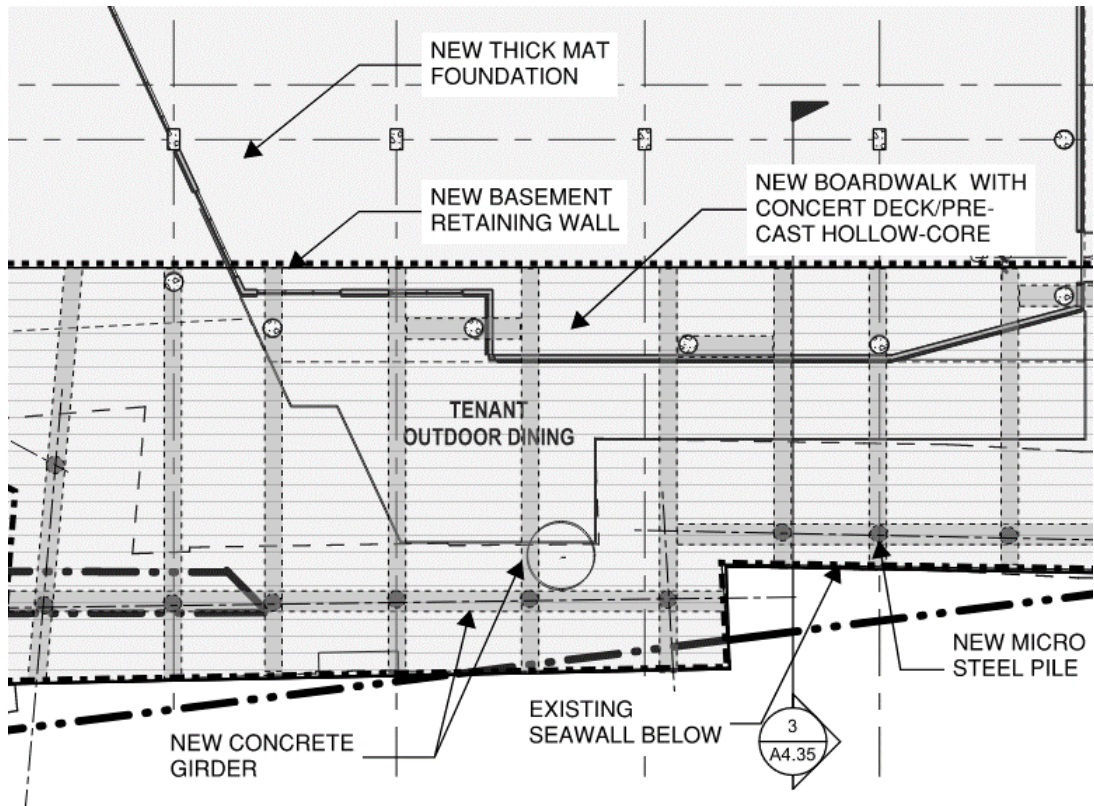


Figure 1- Basement and Boardwalk Typical Foundation Framing Plan

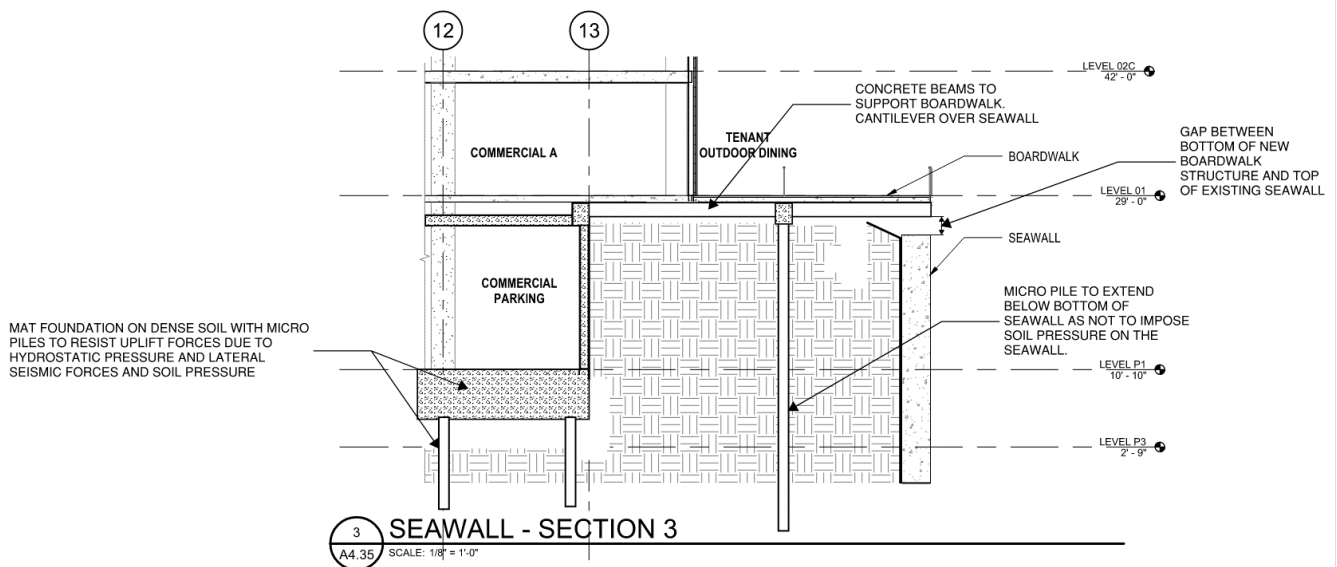


Figure 2- Basement and Boardwalk Typical Foundation Framing section



March 4, 2022

Kirkland Development, LLC
2370 E 3rd Loop, Suite 100
Vancouver, Washington 98661

Regarding: City of Vancouver Planning Department Comment Response
Kirkland Renaissance Boardwalk
111 SE Columbia Way
Vancouver, Washington
PBS Project PR73514.000

The following is in response to completeness comments received from the City of Vancouver Planning Department (City). The City comment is included below in bold italics followed by PBS' response.

The geotechnical report must directly discuss the stability of the seawall and directly address the construction technique and shoring method and how the seawall will be protected and not impacted during construction.

Construction of the new development is intended to avoid impact to the existing seawall. The new building will be founded at a depth and distance from the estimated base of the existing seawall to avoid any influence of vertical foundation loads on the seawall.

In general, construction of the new building will reduce the static and seismic loading on the existing seawall. For static conditions, the pressures on the existing seawall will be reduced by removing some of the overlying soil (surcharge) behind the wall that currently exerts additional pressure along the back of the wall. For seismic conditions, the presence of the new basement will reduce the size of the wedge of soil associated with the seismic surcharge, thus reducing the seismic loading on the existing seawall.

The design of the shoring will be determined by the contractor as part of their means and methods. However, the shoring will need to incorporate low-vibration methods, such as drilled, rather than driven, elements. The shoring could be designed to cantilever the full depth of excavation or could derive lateral resistance from bracing or struts installed inside the excavation. Due to the location of the shoring in relation to the existing seawall, the use of tieback anchors may not be feasible, unless they are steeply inclined.

We trust this letter meets your current needs. If you have any questions or wish to further discuss our observations, conclusions, and recommendations, please contact me at ryan.white@pbsusa.com or 503.539.5028.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan White".

Ryan White, PE, GE
Principal Geotechnical Engineer

RW:rg

EXHIBIT P

Transportation Impact Study

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT Q

Critical Areas Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT R

Hydraulic Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT S

Geotech Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**



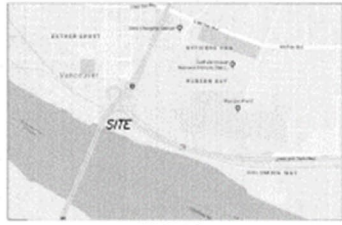
Kirkland Renaissance Boardwalk

City of Vancouver File No. PRJ-163131/LUP-82094

January 17, 2023

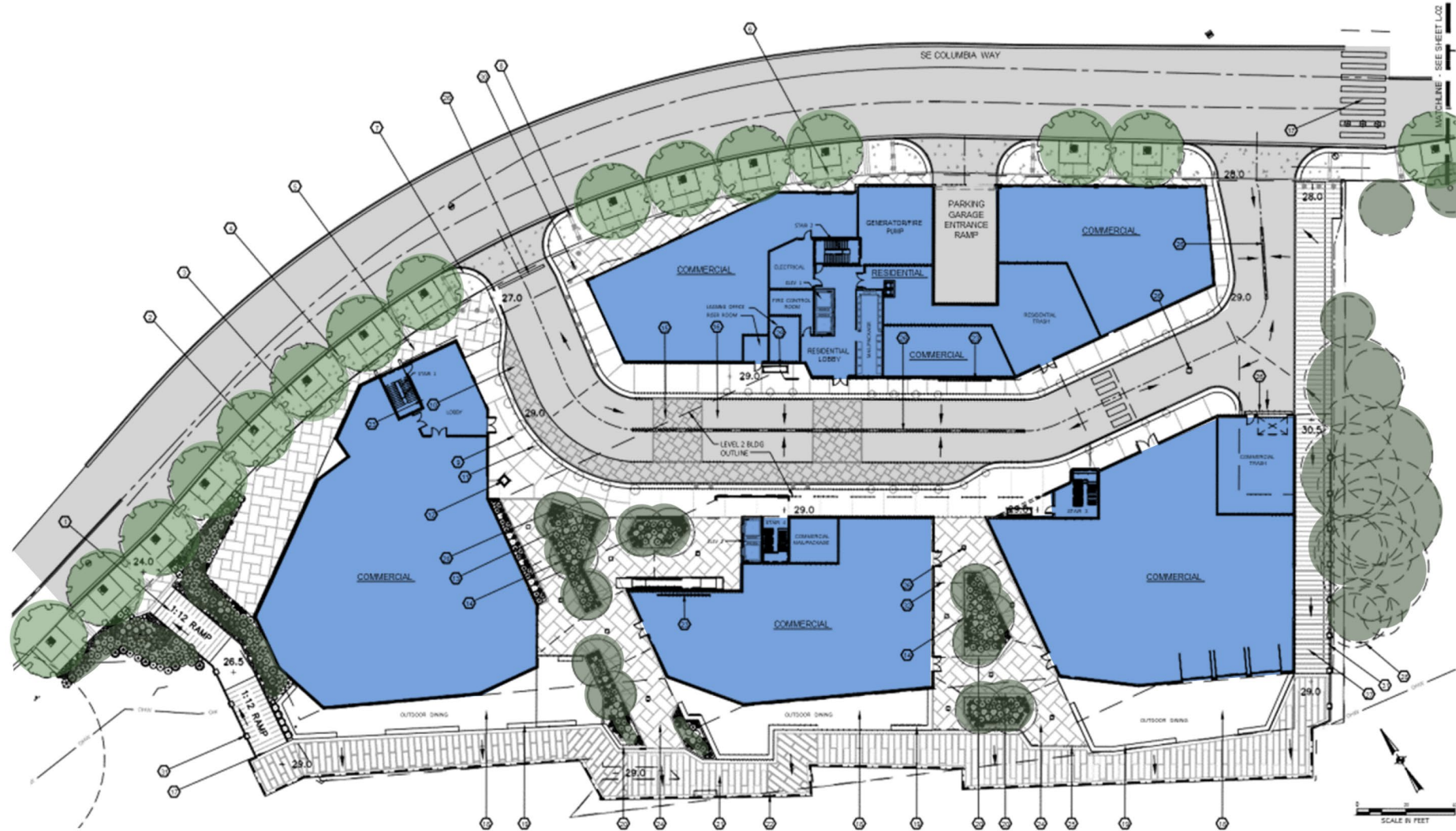
Presentation Outline

1. Project Overview & Permits Requested – 5 mins
 1. Note items that trigger certain permits, i.e. the utilities requiring the SCUP
 2. Describe design intention
2. Variance – 5-7 mins
 1. Explain compliance with criteria
 2. Note areas of disagreement with staff analysis
 3. Request approval



KIRKLAND RENAISSANCE BOARDWALK
VANCOUVER, WA 98660
LANDSCAPE & OPEN SPACE PLAN
LAND USE SUBMITTAL

TITLE	
#	DATE DESCRIPTION
REVISIONS	
DATE	BY
DESIGN BY	CHECKED BY
10 SURFPTN	
STATUS	
JANUARY 6, 2003	
DATE	
VEND	
PROJECT NUMBER	
L-01	
© 2004 DFM, INC.	





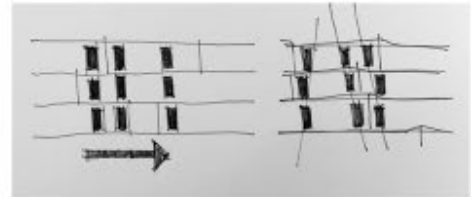
CONCEPT

THERE IS AN INHERENT ENERGY THAT LIVES ON A RIVERFRONT SITE. THIS SITE IS A POINT OF CONVERGENCE FOR THAT VITALITY. THE DYNAMICS OF THE NON-LINEAR EDGE, THE FLOW OF TRAFFIC ACROSS THE INTERSTATE BRIDGE, THE BARGE TRAFFIC, THE SPARKLING OF RIPPLING WATER, LOCAL ROCK FORMATIONS, THE PROXIMITY TO PEARSON FIELD AND THE COLORS THAT THE SUN AND CHANGING SEASONS OVERLAY ON THE SITE PROVIDE THIS DEVELOPMENT WITH A PALETTE OF SITE, SOUND AND TEXTURE UNLIKE ANY OTHER.



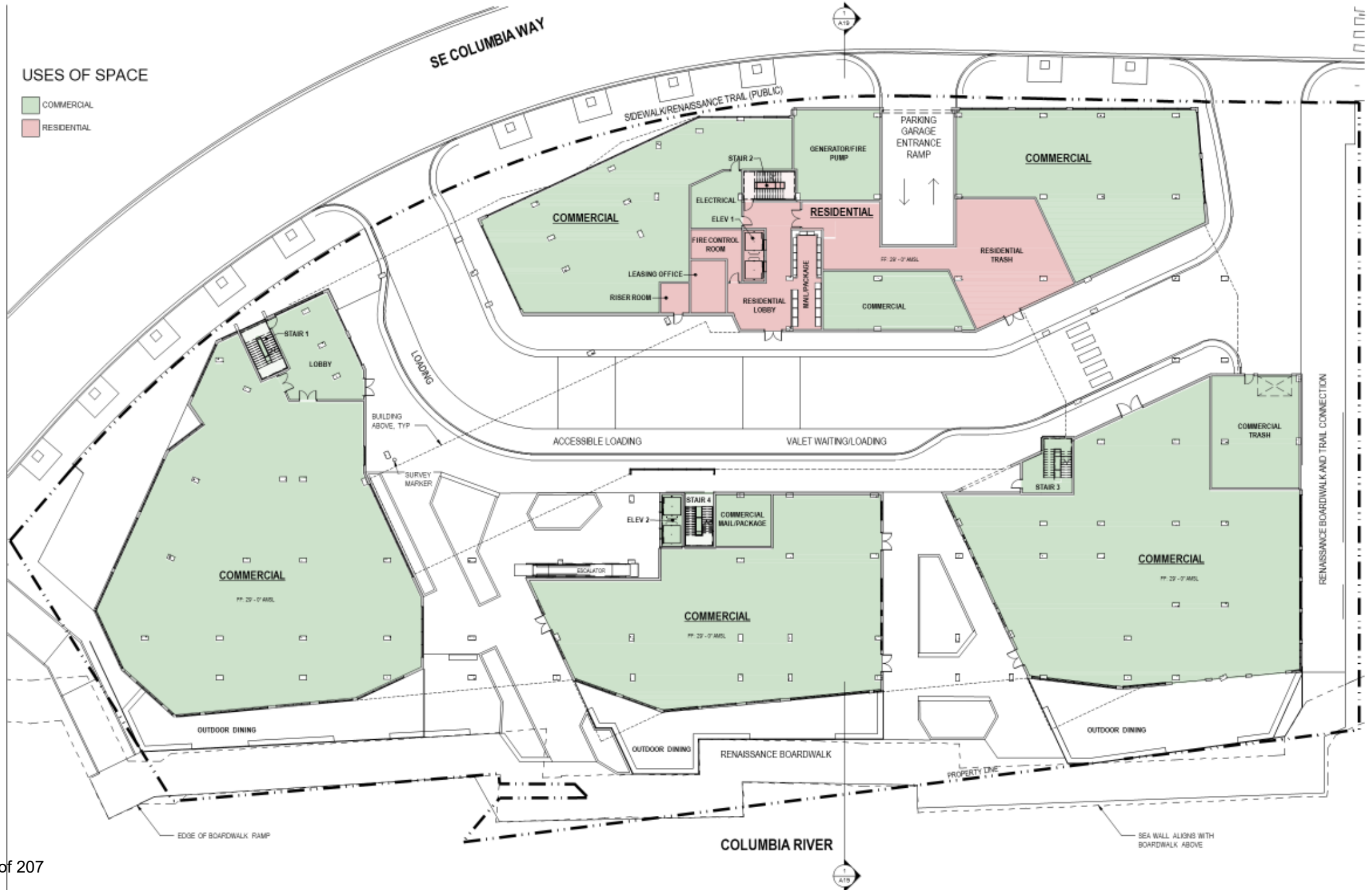
VISION

THE WATERFALL EMBODIES THE SPIRIT OF THE PROJECT'S VISUAL CHARACTER. STARTING AT THE TOP, THE DYNAMIC ROOF LINE SPEAKS TO THE AIR CURRENTS AND SETS THE STARTING POINT FOR CASCADING FEATURES. IN A DIRECTIONAL MOVEMENT FROM TOP TO BOTTOM THE FACADE MOVES AND FLOWS DOWNWARD. THE FORM RIPPLES ALONG RESIDENTIAL UNITS. THE FACADE CALMS AT THE ROOF TERRACE ONLY TO HAVE PROGRAMMATIC ELEMENTS CRASH THROUGH LIKE THE MASSIVE ROCKS. THE WATERLINE SKIN CASCADDES TOWARD THE RIVER CREATING BALCONIES THAT DELIVER WONDERFUL RIVER VIEWS. THE MATERIAL CHOICES AND WINDOW PLACEMENT BUILD A SYSTEM TO AID IN MOVEMENT. BUILDING FACETS GLISTEN AS VIEWS FROM PEDESTRIANS, AUTOMOBILES OR AIRCRAFT SHIFT, EXPOSING THE BUILDING'S INTENSITY. WINDOWS ARE STACKED VERTICALLY IN ELEVATION, SO AS PERSPECTIVES CHANGE THE WINDOWS APPEAR TO SHIFT, ADDING A SENSE OF REFRACTION. THE BUILDING IS VIEWED AS A COMPOSITION OF ELEMENTS, A NATURAL ABSTRACTION THAT CONSTANTLY CHALLENGES THE VIEWERS PERCEPTION, WHETHER HINTING AT THE COLORS OF THE DAY OR DELIGHTING IN THE PLAY OF SHADOWS, THE ENTIRE PROJECT, FROM ANY ANGLE, IS ALIVE WITH A VIBRANCY WORTHY OF THIS PROMINENT LOCATION.



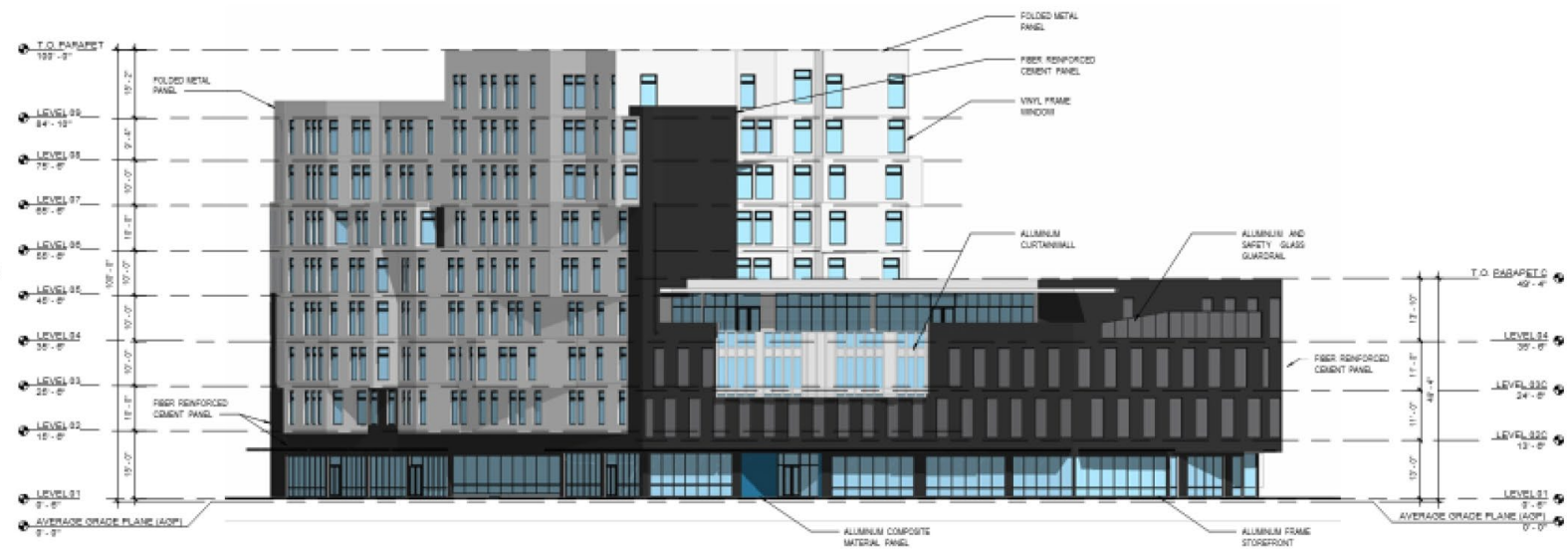
USES OF SPACE

- COMMERCIAL
- RESIDENTIAL





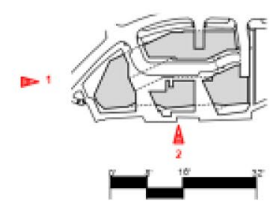
2
A18
EXTERIOR ELEVATION - SOUTH
SCALE: 1/16" = 1'-0"



EXTERIOR MATERIALS LEGEND

- FOLDED METAL PANEL
- FIBER REINFORCED CEMENT PANEL
- ALUMINUM COMPOSITE MATERIAL PANEL
- ALUMINUM COMPOSITE MATERIAL PANEL

1
A17
EXTERIOR ELEVATION - WEST
SCALE: 1/16" = 1'-0"



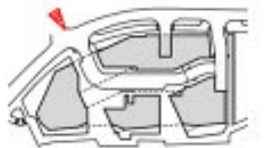
USES OF SPACE

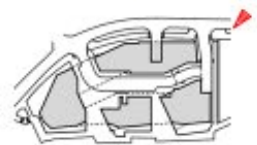
COMMERCIAL COMMERCIAL - EXTERIOR PARKING RESIDENTIAL

BUILDING AREAS (GROSS)

	RESIDENTIAL AREA	COMMERCIAL	TOTAL
LEVEL 09	3,271 SF	-	3,271 SF
LEVEL 08	27,022 SF	-	27,022 SF
LEVEL 07	27,358 SF	-	27,358 SF
LEVEL 06	27,338 SF	-	27,338 SF
LEVEL 05	27,371 SF	-	27,371 SF
LEVEL 04	28,483 SF	18,203 SF	46,686 SF
LEVEL 03	25,783 SF	30,977 SF	56,760 SF
LEVEL 02	28,819 SF	31,490 SF	60,309 SF
LEVEL 01	6,254 SF	27,913 SF	34,167 SF
LEVEL P1	-	-	74,421 SF
TOTAL	199,679 SF	115,583 SF	315,262 SF











Variance Request—Upper-Level Floor Area

Request to allow increased floor area for otherwise allowable height:

An increase over 50 percent (up to a maximum of 100') may be allowed through the site plan review process upon finding that:

- The requested height increase complies with FAA Regulation, Part 77,*
- The increase in height will not affect the safe and efficient use of navigable airspace as determined by the Pearson Field Airport Manager*
- The gross floor area of the building at each floor over 50 percent above the low number of any given range (e.g. above 75' in this location) shall not exceed 12,000 sq. ft.*

No increase to maximum allowable building height. Request is to increase the allowable gross floor area of the 8th floor to 27,022 square feet.

Variance Request—Upper-Level Floor Area

- Compliance with FAA Regulation, Part 77
 - Working with FAA to obtain Determination of No Hazard
- No impact to safe and efficient use of navigable airspace
 - Pearson Airport Manager submitted letter of concern for project based on congregation of people, not safe and efficient use of navigable airspace.
- Floors over 75' height limited to 12,000 square feet
 - 9th floor complies
 - **Request: Increase allowance at 8th floor to 27,022 square feet**

Variance Request—Upper-Level Floor Area

Staff Analysis focuses on two criteria of approval:

1. Unusual circumstances or conditions apply to the property and/or the intended use that do not apply generally to other property in the same vicinity or district.
2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district.
3. The variance requested is the least necessary to relieve the unusual circumstances or conditions identified in Subsection (1) above.
4. The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which property is located.
5. Any impacts resulting from the variance are mitigated to the extent practicable.
6. If more than one variance is being requested, the cumulative effect of the variances results in a project that is still consistent with the overall purpose of the underlying zoning district.

Variance Request—Upper-Level Floor Area

1. **Unusual circumstances or conditions apply to the property and/or the intended use that do not apply generally to other property in the same vicinity or district.**
 - Staff acknowledges uniqueness of property (Staff Report pg. 8)
 - Staff notes Fig. 20.630-4 VMC adjusted to address different areas of downtown, but focuses on *height*, not *gross floor area* at given height
 - Physical and regulatory constraints limit developable site area (Applicant Narrative, pg. 32-33)

Variance Request—Upper-Level Floor Area

2. **Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district.**
 - Development is possible without variance approval (Staff Report pg. 8)
 - Physical and regulatory limits unfairly impact this property (Applicant Narrative, pg. 33)
 - Variance approval is necessary for preservation of substantial property rights

Variance Request—Upper Level Floor Area

Please consider recommending *APPROVAL*, subject to obtaining the FAA No Hazard Determination.



503.287.OTAK (6825)
Corporate Office | 808 SW Third Avenue, Suite 800; Portland, Oregon

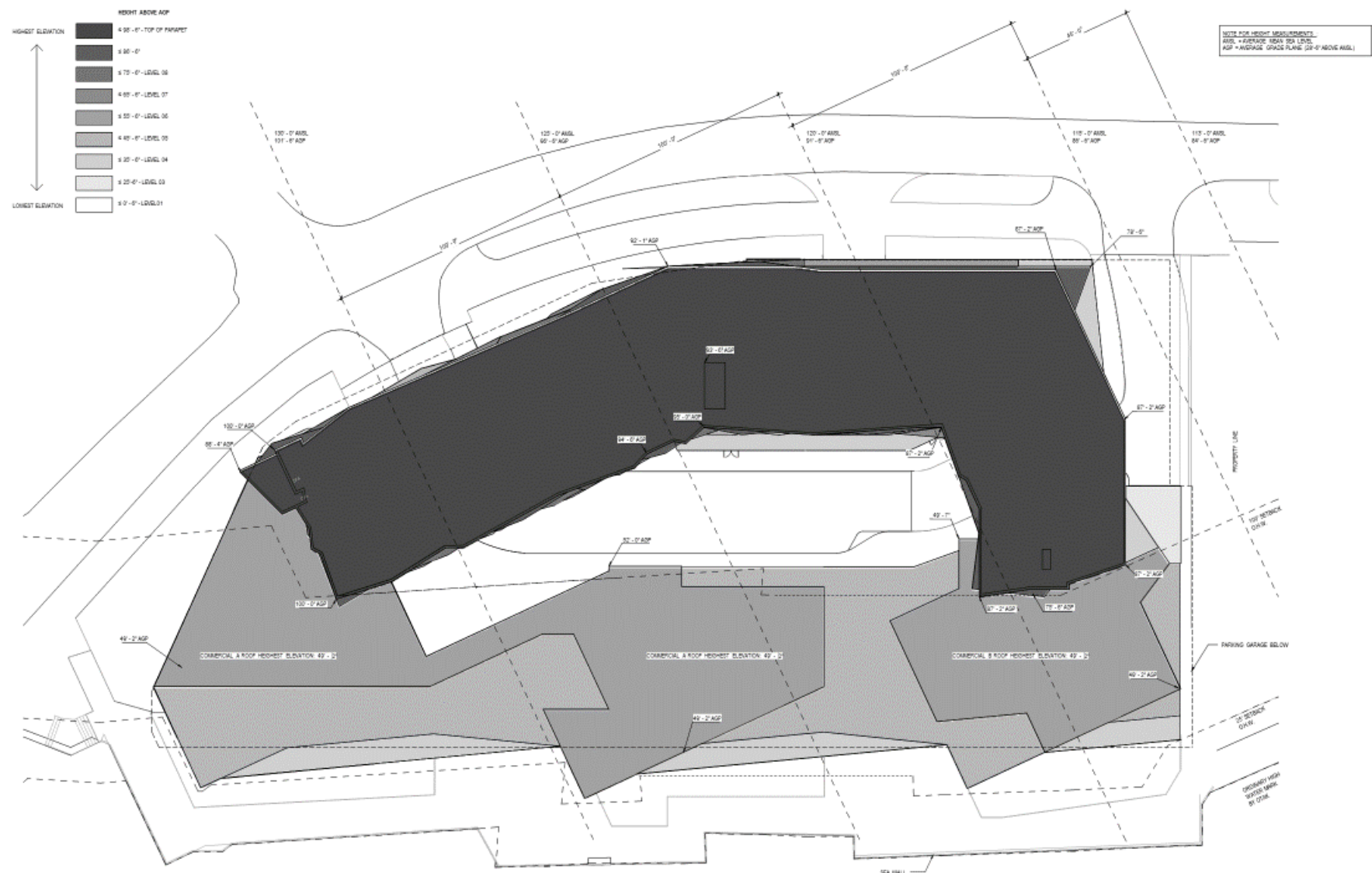
© 2020 Otak, Inc.



[illegible]A photograph showing a rooftop garden with a dense field of yellow flowers in the foreground. In the background, a city skyline is visible across a body of water under a clear blue sky. A portion of a brick building is visible on the left side of the frame.

A photograph of a modern wooden bench with a metal frame, set against a stone wall. The bench has a light-colored wooden seat and backrest, supported by a dark metal frame. It is positioned on a paved area with a pattern of light and dark tiles. The background is a wall made of large, grey stone blocks.

2022-07-07 11:54am
 C:\Programs\BROOKS\BROOKS\CAD\ACAD\Draw\F109923-SET.dwg



Otak Architects, Inc.
 855 SW Third Avenue, Suite 300
 Portland, OR 97204
 main 503.267.8820
 info@otakarch.com

KIRKLAND RENAISSANCE BOARDWALK
 101 AND 111 SE COLUMBIA WAY
 VANCOUVER, WA 98661

HEIGHT SETBACKS

1
A5

HEIGHT SETBACKS PLAN

SCALE: 1" = 20'-0"

ADDITIONS

ST. NO. 1/1	ST.
DRAWN BY	CHECK BY
LU/SUBMITTAL	
STATUS	
JANUARY 5, 2021	
DATE	
19823	
PROJECT NUMBER	

A5

© 2021 OTAK, INC.

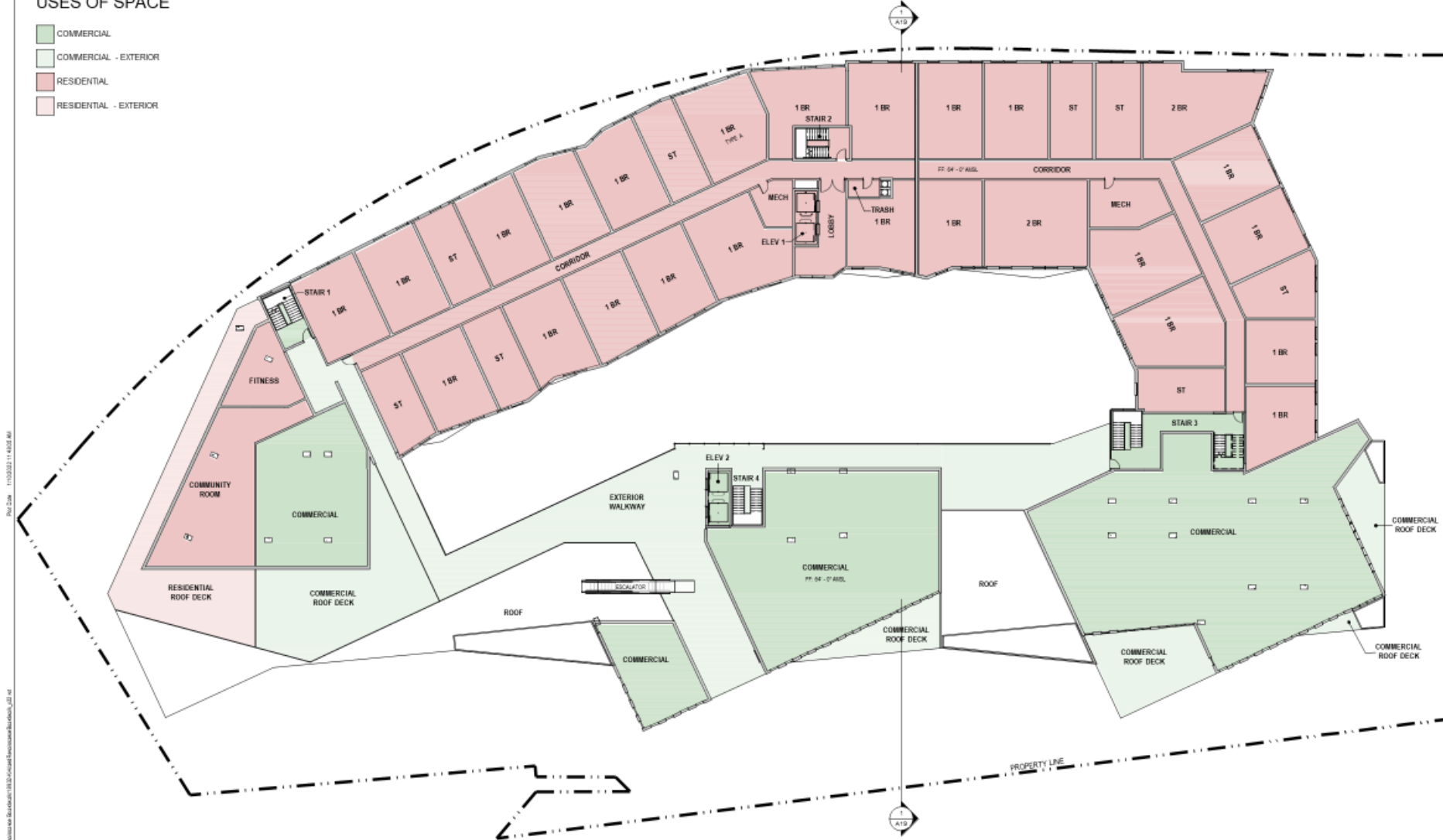
If this drawing is not 100% complete, it has been released as a preliminary drawing. (Scale accuracy)

USES OF SPACE

- COMMERCIAL
- COMMERCIAL - EXTERIOR
- RESIDENTIAL
- RESIDENTIAL - EXTERIOR

Plot Date: 1/10/2021 11:40:28 AM

Sheet Title: Kirkland Renaissance Boardwalk Boardwalk 101 SE Columbia Way Boardwalk, 101 SE Columbia Way



1 FLOOR PLAN - LEVEL 04
A10 SCALE: 1/16" = 1'-0"



Otak Architects, Inc.
888 SW Third Avenue, Suite 100
Portland, OR 97204
main 503.267.0820
www.otak.us

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 04 - FLOOR PLAN

TITLE

DATE DESCRIPTION

REVISIONS

ST. NO. RE. TV. ST.

DRAWING BY CHECK BY

LU/SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

19823

PROJECT NUMBER

A10

© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been
reduced/enlarged. Scale accordingly.



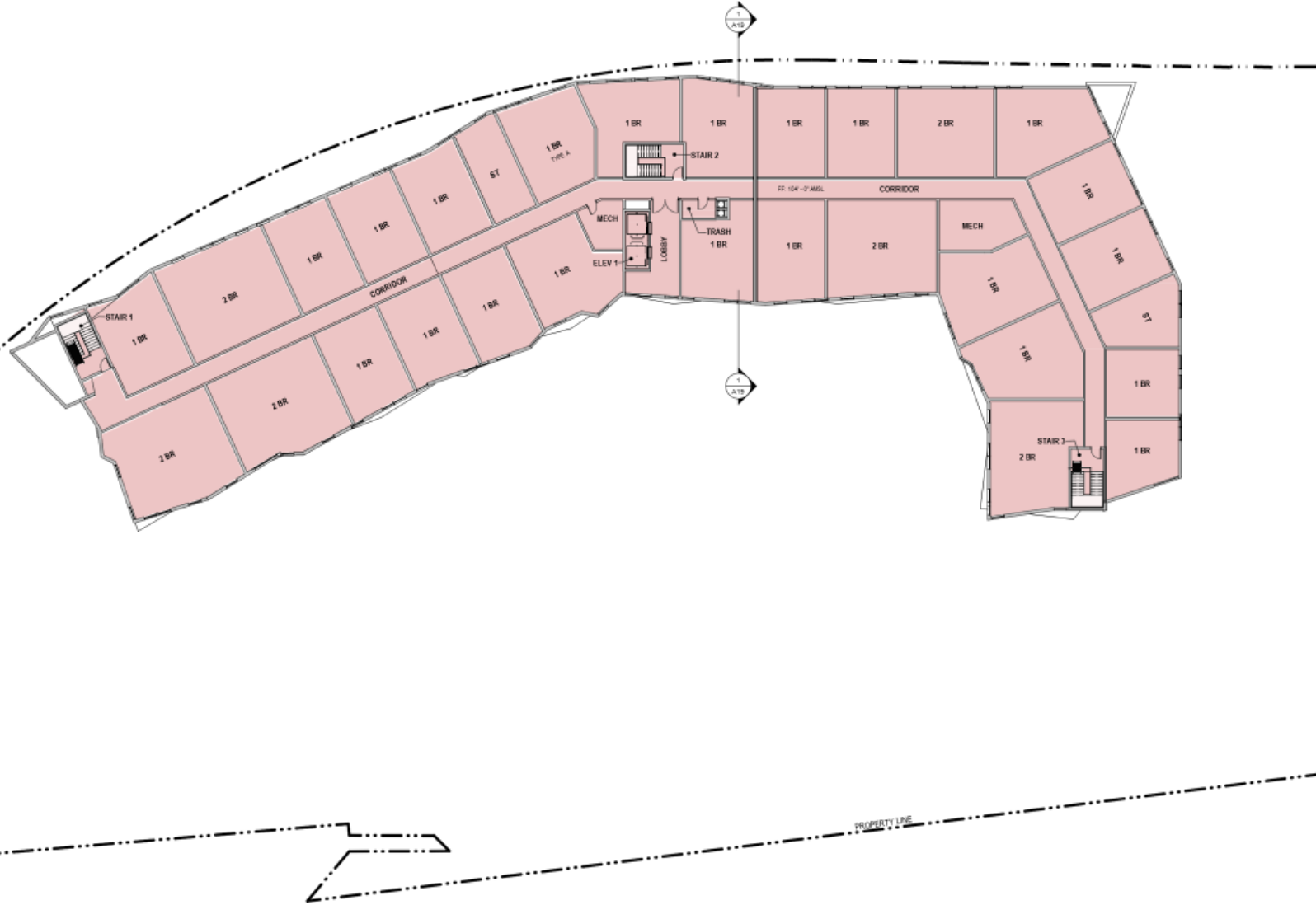
USES OF SPACE

RESIDENTIAL

Plot Date: 1/10/2022 11:43:13 AM

Sheet Title: Kirkland Renaissance Boardwalk Boardwalk 08 - Level 08 - Floor Plan Boardwalk_08.dwg

1 FLOOR PLAN - LEVEL 08
A14 SCALE: 1/8" = 1'-0"



Otak Architects, Inc.
888 SW Third Avenue, Suite 300
Portland, OR 97204
Main 503.267.0820
www.otakarch.com

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 08 - FLOOR PLAN

TITLE

DATE DESCRIPTION

REVISIONS

ST. NO. REV. TO ST.

DRAWN BY CHECK BY

LU/SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

19823

PROJECT NUMBER

A14

© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been
reduced/enlarged. Scale accordingly.



Plot Size: 1103232 x 4327' 4"

Architect: OtaK Architects, Inc. 855 SW Third Avenue, Suite 100
Portland, OR 97204
Phone: 503.267.0825
www.otakarchitects.com



OtaK Architects, Inc.
855 SW Third Avenue, Suite 100
Portland, OR 97204
Phone: 503.267.0825
www.otakarchitects.com

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

PERSPECTIVE

TITLE

DATE DESCRIPTION

REVISIONS

ST. NO. REV. DATE

DRAWN BY CHECK BY

LU/SUBMITTEL

STATUS

JANUARY 5, 2021

DATE

18623

PROJECT NUMBER

A21

© 2021 OtaK, Inc.

IF THIS DRAWING IS NOT 20" x 30" IN SIZE, IT HAS BEEN

REPRODUCED FOR YOUR INFORMATION ONLY





Plot Size: 1103232 x 4329 sq ft

Architectural Drawing of Boardwalk Renaissance Boardwalk 101-111 SE Columbia Way, Kirkland, WA



Otak Architects, Inc.
858 SW Third Avenue, Suite 100
Portland, OR 97204
main 503.267.0820
info@otakarch.com

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
KIRKLAND, WA 98033

PERSPECTIVE

TITLE

DATE DESCRIPTION

REVISIONS

ST. NO. REV. BY

DRAWN BY CHECK BY

LU/SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18023

PROJECT NUMBER

A23

© 2021 OTAK, INC.

IF THIS DRAWING IS NOT 20% IN 20% IT HAS BEEN

REWORKED/REVISED. SCALE: AS SHOWN



Plot Date: 1/10/2022 11:42:28 AM

Sheet Title: Kirkland Renaissance Boardwalk - Richard Shook and Associates 1800 2nd Avenue, Seattle, WA 98101



Otak Architects, Inc.
858 SW Third Avenue, Suite 100
Portland, OR 97204
Main 503.267.0825
info@otakarch.com

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

PERSPECTIVE

TITLE

DATE DESCRIPTION

REVISIONS

ST. NO. RE. TV ST.

DRAWN BY CHECK BY

LU/SUBMITTEL

STATUS

JANUARY 5, 2021

DATE

18023

PROJECT NUMBER

A24

© 2021 OTAK, INC.

IF THIS DRAWING IS NOT 20" x 30" IN SIZE, IT HAS BEEN

REPRODUCED FOR YOUR CONVENIENCE





101 AND 111 SE COLUMBIA WAY

PERSPECTIVE

	TITLE
--	-------

#	DATE	DESCRIPTION
---	------	-------------

REVISIONS

ST. JO. SE. 1/2 ST.

DRAWN BY	CHECK
DATE SUBMITTED	

STATUS

JANUARY 5, 2021

1997

PROJECT NUMBER

A05

A25

© 2021 Otago, Inc.

RECOGNIZED SOME ACCOUNTING

Plot Date: 1/10/2022 11:42:29 AM

Sheet Title: Kirkland Renaissance Boardwalk - 101 and 111 SE Columbia Way - 3D-Rendered Perspective Boardwalk_02.dwg



Otak Architects, Inc.
858 SW Third Avenue, Suite 100
Portland, OR 97204
main 503.267.0820
info@otakarch.com

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

PERSPECTIVE

TITLE

DATE DESCRIPTION

REVISIONS

ST. NO. REV. TO

DRAWN BY CHECK BY

LU/SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18623

PROJECT NUMBER

A27

© 2021 OTAK, INC.

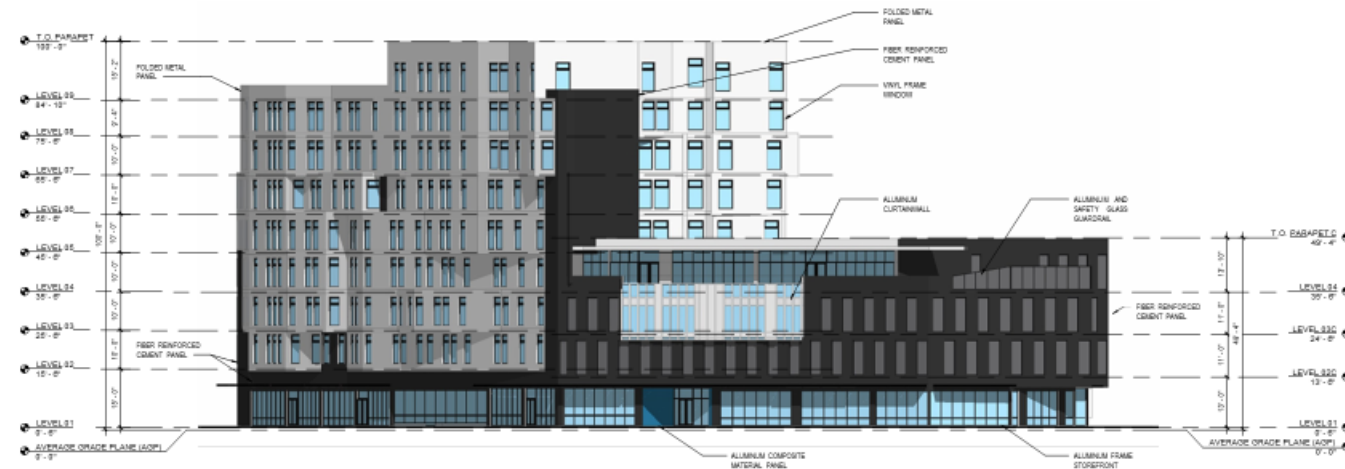
IF THIS DRAWING IS NOT 20% IN 20% IT HAS BEEN

REWORKED/REVISED. SCALE: AS SHOWN





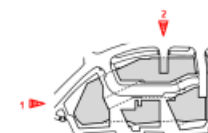
2 EXTERIOR ELEVATION - NORTH
A17 SCALE: 1/16" = 1'-0"



1 EXTERIOR ELEVATION - WEST
A17 SCALE: 1/16" = 1'-0"

EXTERIOR MATERIALS LEGEND

- FOLDED METAL PANEL
- FIBER REINFORCED CEMENT PANEL
- ALUMINUM COMPOSITE MATERIAL PANEL
- ALUMINUM COMPOSITE MATERIAL PANEL



KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

EXTERIOR ELEVATIONS

TITLE

DATE DESCRIPTION

REVISIONS

ST. IS. RE. TJ. ST.

DRAWN BY CHECK BY

LU/SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18823

PROJECT NUMBER

A17

© 2021 OTAK, INC.

If this drawing is not 22" x 34", it has been

reduced/enlarged. Scale accordingly.





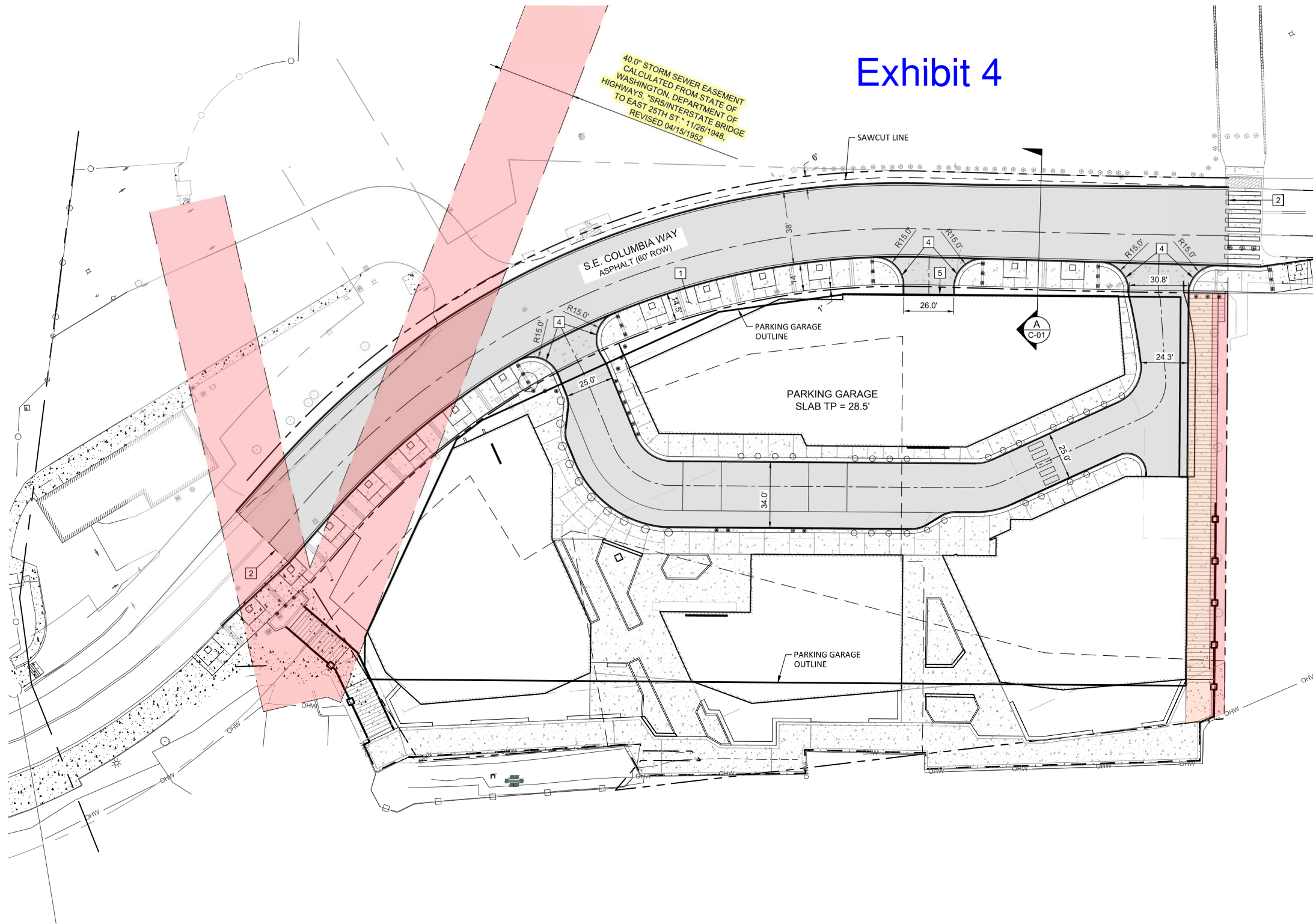
KIRKLAND RENAISSANCE BOARDWALK
VANCOUVER, WA 98660
CIVIL SITE PLAN
LAND USE SUBMITTAL

TITLE	
#	DATE DESCRIPTION
REVISIONS	
TERMS	MAZ
DRAWN BY	CHECKED BY
LU SUBMITTAL	
STATUS	
JANUARY 5, 2022	
DATE	
189923	
PROJECT NUMBER	

C-01

2020 OTAK, INC.

40.0" STORM SEWER EASEMENT
CALCULATED FROM STATE OF
WASHINGTON, DEPARTMENT OF
HIGHWAYS, "SR5/INTERSTATE BRIDGE
TO EAST 25TH ST." 11/26/1948,
REVISED 04/15/1952

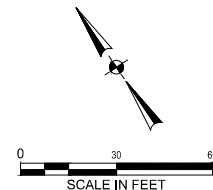
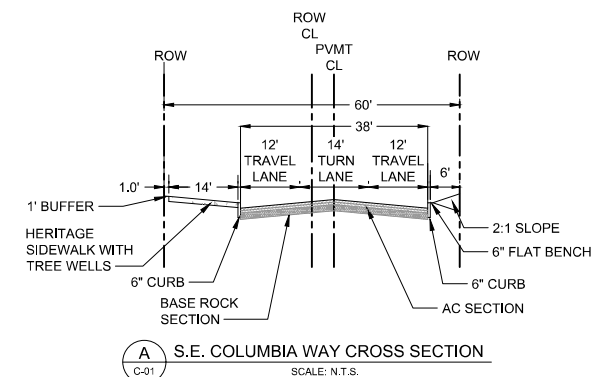


1. SEE SHEETS G-02 AND G-03 FOR NOTES AND LEGENDS.
2. PROTECT EXISTING CATCH BASINS PER COV DETAIL E-220a BEFORE BEGINNING DEMOLITION.
3. SEE SHEET UT-01 FOR PROPOSED UTILITIES PLAN. SEE SHEET STRM-01 FOR PROPOSED STORM DRAIN PLAN.
4. ALL ADJACENT ROADS ARE COV MINOR ARTERIAL.
5. PARKING PLANS AND ADA STALLS ARE LOCATED ON ARCHITECT PLANS SHEETS.

1. CARE SHALL BE TAKEN TO PROTECT THE RECENTLY INSTALLED SURFACE TREATMENT. DAMAGE TO THE TREATMENT WILL REQUIRE ADJUSTMENT TO THE LIMITS OF THE RESTORATION CONDITIONS ABOVE.
2. THE CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM IN S.E. COLUMBIA WAY SHALL BE COMPLETED PURSUANT TO THE CIVIL PLANS, SHEET C-01 AND UT-01.
3. A NOTE SHALL BE PLACED ON ALL APPLICABLE SHEETS OF THE CIVIL DRAWINGS TO INDICATE ANY UTILITY TRENCHES OR RELOCATION OF UTILITY TRENCHES IN S.E. COLUMBIA WAY, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, STORM, POWER, PHONE, CABLE, GAS AND FIBER OPTIC THAT VARY FROM THIS ORIGINAL REQUEST WILL NOT BE ALLOWED WITHOUT FURTHER ROAD MODIFICATION APPROVAL.
4. PRIOR TO CONSTRUCTION, THE APPLICANT SHALL OBTAIN A RIGHT-OF-WAY PERMIT AND AN APPROVED TRAFFIC CONTROL PLAN FROM THE CITY.
5. THE WARRANTY PERIOD FOR STREET CUT RESTORATION WORK IS 2 YEARS ON MINOR ARTERIAL UNDER STREET CUTTING MORATORIUM PER VMC 11.80.100(E)(2). THE WARRANTY PERIOD SHALL BE INCLUDED IN THE TRANSPORTATION GENERAL NOTES ON THE CIVIL PLANS.
6. ANY PAVEMENT JOINT OPENING WITHIN THE WARRANTY PERIOD SHALL RECEIVE A CRACK SEAL TREATMENT PRIOR TO THE EXPIRATION OF THE WARRANTY.

1. INSTALL NEW SIDEWALK PER COV DETAIL T02-01A WITH MODIFIED STRUCTURAL SECTION TO FOLLOW SECTION A-A OF COV DETAIL T01-07.
2. SAWCUT PER T05-13 AND PROVIDE PAVEMENT RESTORATION AREA PER COV DETAIL T05-01B AND T05-07. PROVIDE TRENCH RESTORATION PER T05-05.
3. INSTALL TYPE E-1 CURB PER COV DETAIL T01-01A.
4. INSTALL MAJOR COMMERCIAL DRIVEWAY (THROAT WIDTH PER PLAN). SEE COV DETAIL T01-07.
5. PARKING GARAGE ENTRY.

	SIDEWALK
	PROPOSED ASPHALT
	P.C. CONC. DRIVEWAYS
	PROPERTY LINE



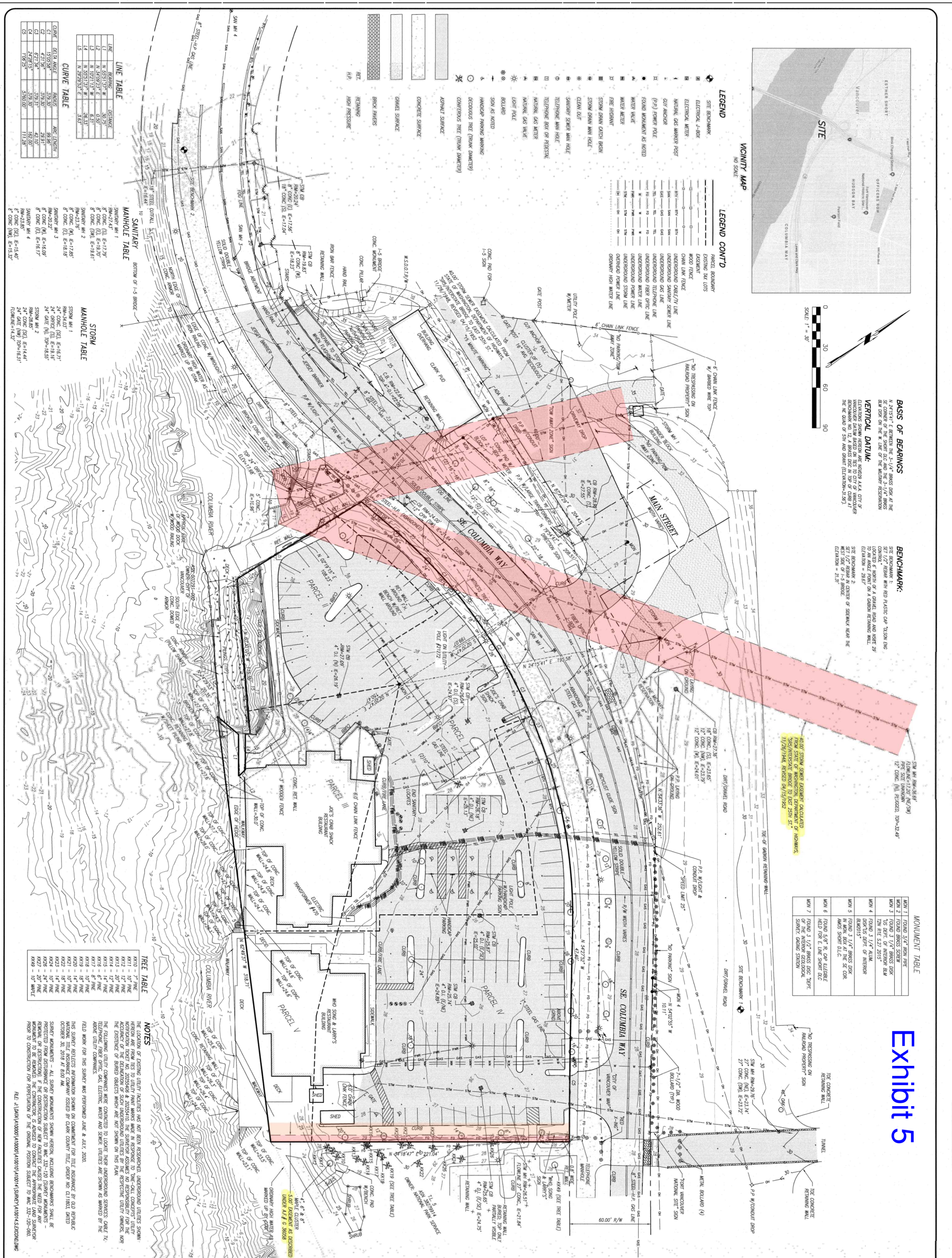


Exhibit 5

MONUMENT TABLE	
MON 1	FOUND 3/4" X 1" NAIL PIPE
MON 2	FOUND BRASS SCREW
MON 3	FOUND 3 1/4" BRASS DISK 5X DEPT. OF INTERIOR BLM 72N R1E S.2/2 2015*
MON 4	FOUND 3 1/4" ALUM. DISK 2" DEPT. OF INTERIOR BLM2015*
MON 5	FOUND 3 1/4" BRASS DISK IN NAIL BOX AT THE SE COR. ALMS SHORT D.L.C.
MON 6	FOUND 5/8" R. CAP ALLEGRE FIELD FOR E. LINE SHORT D.L.C.
MON 7	FOUND 3 1/2" BRASS DISK "DEPT. OF THE INTERIOR GEOLOGICAL SURVEY, OAKHURST STATION"

CLIENT:
KIRKLAND DEVELOPMENT LLC
2370 E. 3RD LOOP, STE. 100
VANCOUVER, WA
98661

Suite 300
Vancouver, WA 98660
Phone: 360.737.9613
FAX: 360.737.9651
www.otak.com



BOUNDARY AND EXISTING CONDITIONS SURVEY FOR:
WATERFRONT EAST
NW 1/4, NE 1/4, SEC. 34 & SW 1/4, SE 1/4, SEC. 27, T.2 N., R.1 E., W.M., CITY OF VANCOUVER, CLARK COUNTY, WA

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
360-695-1385
509-289-6936

CHANGES / REVISIONS	DATE	DESCRIPTION
	2/21	ADDED FILING LOCATIONS
	2/21	ADDED GROUND ELEVATIONS IN HATCH BED MEANT TO REMAINING
	10/21	ADDED PILES ON THE MIDDLE PANEL SERVICE PANEL

DESIGNED:	
DRAWN:	J.K.E.
CHECKED:	P.L.S.
DATE:	DECEMBER, 2020
SCALE:	1" = 30'

COPYRIGHT 2020, JASON ENGINEERING, INC.

JOB NO. A1001-01.01

SHEET SIZE: 24x36

SHEET

1 of 1

KIRKLAND RENAISSANCE BOARDWALK
VANCOUVER, WA 98660
EXISTING CONDITIONS

LAND USE SUBMITTAL

TITLE	#	DATE	DESCRIPTION
RMS			
DATA BY			CHECKED BY
LU SUKIRITTAI			
STATUS			
JANUARY 5, 2022			
DATE			
1823			
PROJECT NUMBER			
EX-01			
© 2020 OTAK, INC.			



MEMORANDUM

DATE: Jan. 19, 2023

TO: Examiner Rice, Hearings Examiner

FROM: Amanda Romero, Solid Waste/Public Works

RE: **LUP-82094: PRJ-163131-RENAISSANCE BOARDWALK, SOLID WASTE STAFF
RERPORT REVISION**

CC: Keith Jones, Senior Planner/Community Development Department

Please add to the record the following revision to the Solid Waste Staff Report for LUP-82094: PRJ-163131-Renaissance Boardwalk.

Concerning Solid Waste Tenant Access Requirements

Finding: Approximately 81 percent of the units (and all Type A Accessible Units) are within 150 feet of a resident floor centrally located trash room. Approximately six units on each floor are beyond 150 feet, but within 200 feet. As proposed, tenants will use an interior corridor to reach the centrally located trash room located near the elevators. Trash rooms contain a garbage chute, recycling chute and glass cart. **(022 A3 WASTE DISP RECYCLE TYPICAL PLAN.pdf V1)**

Per [VMC 20.970.040\(A\)\(3\)](#) the maximum distance from residential unit to the closest garbage/recycling room or area shall be no more than 150 feet.

Condition: Prior to building plan approval, the applicant must either revise plans to show resident floor trash rooms within 150' of all units to satisfy tenant access requirements in [VMC 20.970.040\(A\)\(3\)](#) or pursue and receive a variance or approval of a minor adjustment by Planning Official Authority.

Conclusion: The proposal **shall be made to satisfy** the intent of the code requirement for providing tenant access within 150 feet of the entrances to the multi-family units, **as conditioned**.

Exhibit 7

11.70 Transportation – Concurrency

Finding: The applicant is proposing a Master Plan for a mixed-use development with 217 multi-family dwelling units, approximately 115,500 square feet of commercial space, and 370 structured parking spaces, consistent with the existing Development Agreement (DA). The site is located at 101 and 111 SE Columbia Way. Access to the site will be by way of a looped driveway connected to SE Columbia Way and a driveway on SE Columbia Way to access the proposed parking garage.

To guide the findings of the DA, the applicant prepared a Traffic Analysis Report, dated August 2020 from Charbonneau Engineering. The report provided trip generation and distribution analysis, intersection capacity and queueing analysis, access sight distance analysis, turn-lane warrant and traffic signal warrant analysis, and a review of accident history. Trip generation rates in the Charbonneau report were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, utilizing Land Use Codes 221 (Multifamily Housing – Mid Rise), 820 (Shopping Center), and 932 (High Turnover Sit-down Restaurant). Based on this information, the proposed project will generate 2,756 new Average Daily Trips (ADT), including 157 new AM peak hour trips and 314 new PM peak hour trips.

Pursuant to VMC 11.80.110.A.4, while two driveways are allowed on an arterial street for a project with more than 125-feet of street frontage, a third access requires justification by a traffic engineering study. The applicant has discussed the proposed garage access on SE Columbia Way with city transportation staff and staff has no objections or concerns regarding the access, but a written analysis and justification is still necessary to adequately document the decision per Code requirements. Prior to civil plan approval, the applicant must provide a memo or addendum to the Traffic Analysis Report that discusses the reason for the proposed garage access on SE Columbia Way. This memo or addendum must include a discussion of other access options that were considered and an explanation of why these options are not feasible.

The proposed use is located within the #102 Transportation Analysis Zone. The proposed project contributes PM peak hour trips to the following Transportation Management Zones (TMZ):

Corridor Name	Corridor Limit	PM Peak Trips
Mill Plain Blvd	Fourth Plain Blvd to I-5	2
Mill Plain Blvd	I-5 to Andresen Road	28
Fourth Plain Blvd	Mill Plain Blvd to I-5	2
Fourth Plain Blvd	I-5 to Andresen Road	7

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay concurrency modeling fees totaling \$1,500.00.** Pursuant to the applicant's information, the project will not distribute trips to any other Concurrency Monitoring Corridors. The submitted documentation fulfills the City's requirements for concurrency analysis.

As discussed above, the traffic analysis prepared for the existing DA identified and vested 314 PM peak hour trips. To ensure compliance with the findings of the traffic analysis

prepared for the DA, a Trip Generation Debiting and Proportionate Share Contribution Report, dated March 17, 2022, was prepared by Otak. The Otak report updated the trip generation calculations for the project, based on the current project scope. Based on this information, the proposed project will generate 2,713 new Average Daily Trips (ADT), including 156 new AM peak hour trips and 312 new PM peak hour trips. **Therefore, the Otak report demonstrates that the cumulative number of weekday PM peak hour trips generated by the proposed development are within the total allocation of PM peak hour trips vested by the DA.**

The applicant's traffic analysis provides distribution of trips used to establish the proportionate share contribution towards off-site traffic mitigation projects pursuant to VMC 11.80.080(C). A list of the intersection(s) slated for proportionate share contributions is as follows:

Intersection	Fee Rate	Number of Trips	Proportionate Share
Grove St / Columbia House Blvd / SR-14 WB off-ramp	\$600 per AM peak hour trip	18	\$10,800
Total Proportionate Share Cost			\$10,800.00

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay proportionate share fees totaling \$10,800.**

Transportation Impact Fees (TIF) are imposed per VMC 20.915, and per the conditions of the DA. See the section of this staff report addressing VMC 20.915 for calculation of TIF.

Conclusion: The proposed development meets the requirements of VMC 11.70 as conditioned.

11.80 Transportation – Street & Development Standards

Finding: The applicant is proposing a Master Plan for a mixed-use development with 217 multi-family dwelling units, approximately 115,500 square feet of commercial space, and 370 structured parking spaces, consistent with the existing Development Agreement (DA). The site is located at 101 and 111 SE Columbia Way. Access to the site will be by way of a looped driveway connected to SE Columbia Way and a driveway on SE Columbia Way to access the proposed parking garage.

SE Columbia Way is designated a Minor Arterial. The existing road along the property frontage of SE Columbia Way includes asphalt roadway, curb, gutter, planter strip with street trees, 14-foot shared-use path, and storm drainage. If the existing right-of-way is substandard, right-of-way dedication will be required to accommodate the proposed frontage improvements.

SE Columbia Way received a pavement treatment in October 2019. Pursuant to VMC 11.80.100(B), a street cut prohibition is in effect through October 2024. The applicant proposes to cut the streets to install utilities and/or construct the required frontage improvements. In order to deviate from the five-year street-cut moratorium, this proposed

work requires a Minor Road Modification pursuant to VMC 11.80.160. The applicant has submitted a Minor Road Modification request for the proposed work and Transportation staff has reviewed and approved the request. **Prior to Civil Plan Approval, the applicant must include the City of Vancouver standard advanced pavement restoration requirements on the civil drawings. Prior to the issuance of Occupancy Approval, the applicant shall comply with all requirements set forth on the civil drawings pursuant to the Minor Road Modification approval.**

Prior to the issuance of Occupancy Approval, the applicant must provide the following improvements for SE Columbia Way, per City of Vancouver standards:

- **Install additional pavement width as necessary to meet the required standard.**
- **Install 15-foot “Heritage” sidewalk and streetlights. See detailed street lighting requirements below.**
- **Install driveway accesses at all three site entrances.**
- **Remove any existing unused driveway accesses.**
- **Modify existing striping as necessary.**
- **The existing pedestrian crossing which serves the trail to Old Apple Tree Park and the Vancouver Land Bridge must be reconstructed and enhanced to provide a raised pedestrian crossing with RRFB lights and signage.**
- **Install traffic control devices as warranted and storm drainage (as required by the City Stormwater Ordinance.**

The City will allow phasing of the SE Columbia Way frontage improvements and the riverfront boardwalk in conjunction with any proposed phasing plan. However, pedestrian and bike connectivity must be continually maintained at all times during construction of the project. Therefore, no section of the existing shared-use path along the frontage of SE Columbia Way can be closed until the entire boardwalk is built connecting both ends of the shared use path.

Street lighting is required on public streets per VMC 11.80.090 and on private streets per VMC 11.80.050(L). Any substandard street lighting shall be required to be upgraded to current city standards as part of this project. Street lighting shall be installed and/or updated to meet the design standards per City Standard Plans T21-01A through T21-01D. If the applicant proposes to retain the existing lighting or install lighting that exceeds the maximum spacing requirement a photometric analysis will be required to ensure the lighting level standards are met. If the maximum spacing per T21-01A is met, the photometric analysis is not necessary.

When required, photometrics shall be analyzed in zones. Zones for each direction of travel of a straight roadway are done in luminance method. Intersections, sidewalks, and curved roadway sections are their own zones and done in illuminance. Average maintained luminance is measured in candela per square meter. Veiling luminance shall be shown. Average maintained illuminance is measured in foot-candles. Stationing is a required item

on the lighting plans. IES files for lighting software can be obtained from lighting manufacturer. Use lighting materials from the COV approved material list.

New lights will be LED and existing HPS lights will be retrofitted to LED unless otherwise noted by Traffic. Any new or existing lights that are within ten feet of primary power and/neutral lines, will require the developer to raise the power lines. The developer will need to work with Clark Public Utilities for requirements and costs.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

Exhibit 8



P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

October 13, 2022

**Notice of Application, Remote Public Hearing, and
Optional SEPA Determination of Nonsignificance
Kirkland Renaissance Boardwalk
PRJ-163131/LUP-82094**

Request: Master plan, shoreline substantial development permit, shoreline conditional use permit and zoning code variance approval to construct a mixed-use development with approximately 217 multi-family dwelling units, 115,500 square feet of commercial space and 370 structured parking spaces.

Application was submitted Jan. 25, 2022 and deemed fully complete Oct. 4, 2022.

Location: 101 and 111 SE Columbia Way

Contact: Li Alligood, Otak, Inc., 700 Washington Street, Suite 300, Vancouver, WA 98660
503-415-2384

Applicant: Dana Gardner, Kirkland Development LLC, 2370 E 3rd Loop Ste 100, Vancouver, WA 98661 360-816-1490

Remote Public Hearing Scheduled Land Use Hearing conducted by the Hearing Examiner
Tuesday, January 17, 2023, 6 p.m.

The City of Vancouver will be holding a virtual hearing on this matter. Interested parties can participate in the virtual hearing by emailing the project manager at keith.jones@cityofvancouver.us.

Under the authority of VMC 20.790.230, the City of Vancouver will use the optional combined determination of nonsignificance (DNS) and notice of application process. Based on the initial review of the proposed project, the city expects to issue a final DNS on the proposal, finding the project will not create probable significant adverse environmental impacts.

The comment period for the notice of application may be the only opportunity to comment on the environmental impacts of the proposal. The proposal may include mitigation measures under applicable codes, and the review process may incorporate or require mitigation measures regardless of whether an environmental impact statement is prepared.

Comments on the project received electronically before 4 p.m., Nov. 14, 2022, will be incorporated into the staff report; comments received electronically after that date will be presented at the hearing.

Appeals to the SEPA determination to the Hearing Examiner shall be filed in writing within 14 calendar days following the issuance of a final SEPA determination. The Hearing Examiner decision on any SEPA appeal shall be final and not subject to further administrative appeal. The final SEPA determination will be issued after the comment period closes. A copy of the final determination may be obtained upon e-mail request. Please include any one of the project numbers listed.

The hearing examiner will make a recommendation to the City Council who will hold a public hearing. The City Council decision shall be final with no additional local appeal.

Case Manager: Keith Jones, Senior Planner
E-mail: keith.jones@cityofvancouver.us



Oct. 13, 2022

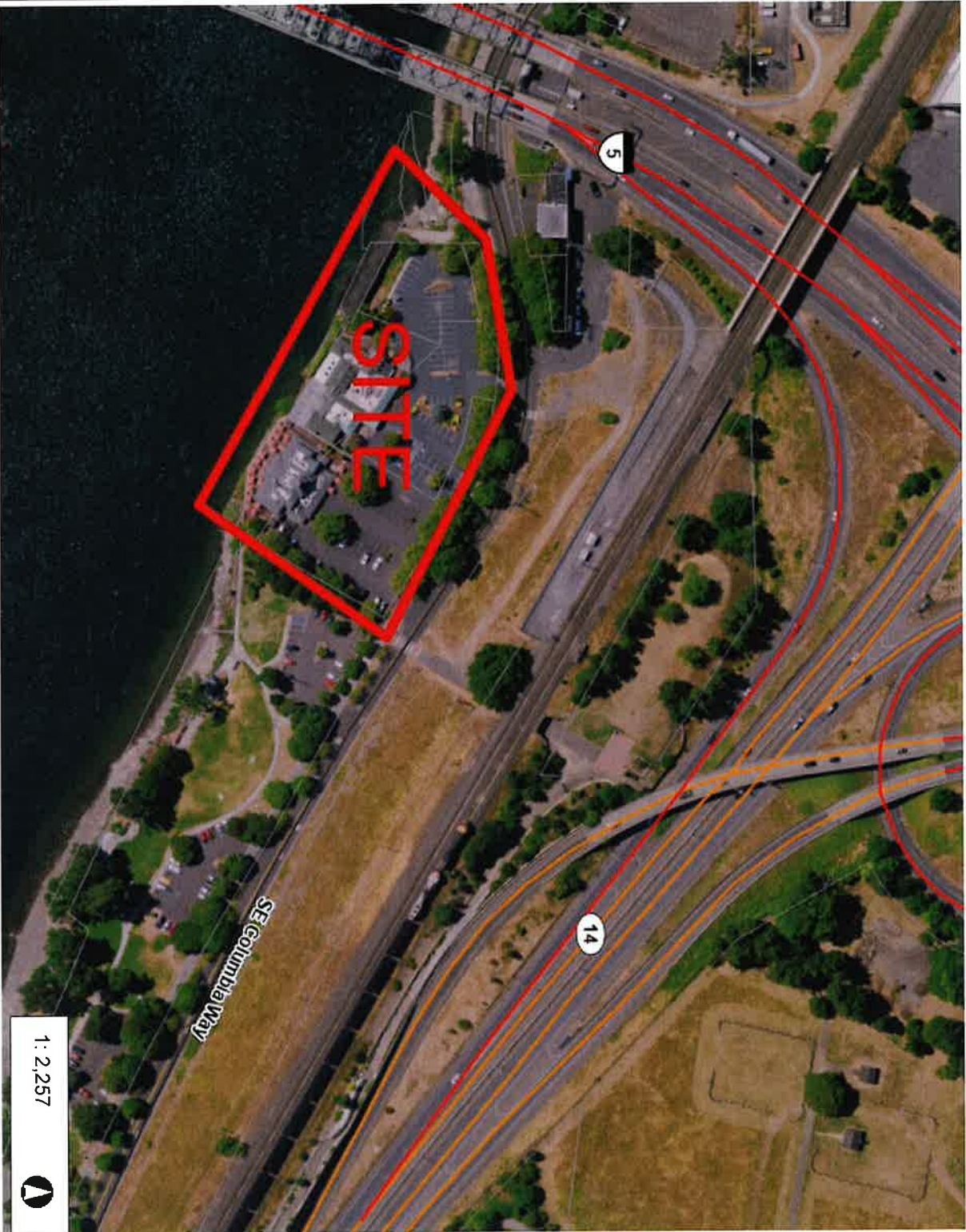
Name

Date

Coverage of this hearing is being cablecast live on Clark/Vancouver Television Channel 23, Comcast Cable Television System.



Kirkland Renaissance Boardwalk PRJ-163131/LUP-82094



376.2

0

188.08

376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA, GIS - <http://gis.clark.wa.gov>

1 : 2,257



This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



Legend

- ☐ Taxlots
- All Roads
 - Interstate
 - State Route
 - Arterial
 - Forest Arterial
 - Minor Collector
 - Forest Collector
 - Private or Other

Notes:



Exhibit 9

Memorandum

To: Examiner Rice, Hearings Examiner
From: Casey McKenna, AIA | Studio Leader Otak
Copies: Keith Jones, City of Vancouver
Date: January 25, 2023
Subject: LUP-82094: PRJ-163131-RENAISSANCE BOARDWALK, SOLID WASTE STAFF
RERPORT REVISION
Project No.: 18923

Please add to the record the following summary of compliance regarding LUP-82094: PRJ-163131-RENAISSANCE BOARDWALK, SOLID WASTE STAFF RERPORT REVISION:

Based on prior discussions with City staff, our design includes 175 units (including all Type A units) within 150 feet of the trash chute (see Sheets A2 and A8 – A14). We will submit for a minor adjustment at the time of the building permit for the remaining 42 units.

See attached sheets for reference.



P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

November 17, 2022

**Notice of Final Determination of Nonsignificance (DNS)
Kirkland Renaissance Boardwalk
PRJ-163131/LUP-82094**

The city issued a determination of nonsignificance for this project Nov 16, 2022; this determination is retained. The city received comments from the Department of Ecology and WSDOT.

It has been determined the following described project will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, a determination of nonsignificance has been issued.

Request: Master plan, shoreline substantial development permit, shoreline conditional use permit and zoning code variance approval to construct a mixed-use development with approximately 217 multi-family dwelling units, 115,500 square feet of commercial space and 370 structured parking spaces.

Location: 101 and 111 SE Columbia Way

Applicant: Dana Gardner, Kirkland Development LLC, 2370 E 3rd Loop Ste 100, Vancouver, WA 98661
360-816-1490

Requests to appeal this decision must be made in writing within 14 calendar days after the date the decision is mailed. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).

All appeals, along with the required fee, must be received by 4 p.m., Dec. 1, 2022.

Due to the limited days the permit center is open for walk-in assistance, the appeal request shall be emailed to epians@cityofvancouver.us as well as to the case manager's e-mail address below and the appeal fee electronically paid to the City of Vancouver.

Responsible Official: Keith Jones, Senior Planner
E-mail: keith.jones@cityofvancouver.us

A handwritten signature in blue ink that reads "Keith Jones". The signature is written in a cursive style with a long, sweeping underline.

November 17, 2022

Name

Date

06/05/2023
06/26/2023

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE conditionally approving a master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning variance, subject to specified conditions of approval necessary to mitigate findings of potentially adverse impacts on surrounding properties, for the Renaissance Boardwalk development; and providing for an effective date.

WHEREAS, on January 17, 2023, a virtual open record hearing was held before the Vancouver Hearings Examiner regarding the application for approval of the master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning variance for the Kirkland Renaissance Boardwalk development (the “Renaissance Boardwalk Application”) to be located on approximately 2.03 acres in Clark County, Washington and currently addressed as 101 and 111 SE Columbia Way, Vancouver; and

WHEREAS, the Renaissance Boardwalk Application subject property is located on the Columbia River Shoreline Enhancement Plan District established in Vancouver Municipal Code (VMC) Chapter 20.620, a shoreline of statewide significance, located adjacent to the National Park Service Fort Vancouver National Historic Site and the City’s public recreational Columbia River Renaissance Trail, and located within the Vancouver Airport Overlay District as established under

ORDINANCE - 1

VMC Chapter 20.570 to protect the health, welfare, safety and quality of life of the general public, property owners, and aircraft operators and to protect the long-term viability of Pearson Field Airport as an essential public facility; and

WHEREAS, on February 3, 2023, the Vancouver Hearing Examiner issued formal Findings, Conclusions, and Recommendations (In the Matter of the Application of Kirkland Development LLC, File PRJ-163131, LUP-82094) (the “Hearing Examiner Report”) recommending to the Vancouver City Council approval of the Renaissance Boardwalk Application master plan, design review, shoreline substantial development permit and shoreline conditional use permit and denial of the zoning variance based on applicable Vancouver Municipal Code criteria for review, as cited in the Hearing Examiner Report, and subject to certain conditions of approval specified therein; and

WHEREAS, the Vancouver City Council considered the Hearing Examiner Report, the City of Vancouver Staff Report No. PRJ-163131/LUP-82094 dated May 23, 2023 (“Staff Report”), and this ordinance at a first reading on June 5, 2023 and a second reading and public hearing on June 26, 2023 (“Public Hearing”) and made certain findings on the Renaissance Boardwalk Application as demonstrated in the Hearing Examiner Report, the Staff Report, the Public Hearing, and as described herein; and

WHEREAS, absent City Council imposing certain additional conditions of approval as necessary to mitigate potentially adverse impacts on surrounding properties resulting from development pursuant to VMC 20.260.050.C, the Renaissance Boardwalk Application as submitted would fail to comply with the required approval criteria of VMC 20.260.050; and

WHEREAS, the Staff Report appropriately articulates those conditions of approval recommended in the Hearing Examiner Report and the additional conditions City Council, as the

ORDINANCE - 2

review authority, has determined are necessary to impose on the Renaissance Boardwalk Application for approval (“Conditions of Approval”); and

WHEREAS, because of the findings and conclusions articulated in the Hearing Examiner Report, the findings contained in the Staff Report, and the findings established through the Public Hearing, the Vancouver City Council has determined that, subject to the Conditions of Approval, the Renaissance Boardwalk Application is consistent with the City of Vancouver Comprehensive Plan and the underlying zoning of the property.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings.

A. The Vancouver City Council finds that, subject to the Conditions of Approval, the Renaissance Boardwalk Application meets the following criteria, as required by VMC 20.260.050:

1. Content. The concept plan contains all of the components required in Section 20.260.070. The proposed development and uses comply with all applicable standards of the Title as conditioned.
2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly design and materials.
3. Transportation system capacity. There is sufficient capacity in the transportation system to safely support the development.
4. Availability of public services. There is sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development.

ORDINANCE - 3

5. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.
6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking, traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses.
7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

B. The Conditions of Approval are necessary to mitigate potentially adverse impacts on surrounding properties to the greatest extent practicable and must be imposed on the Renaissance Boardwalk Application for compliance with VMC 20.260.050 to be demonstrated and for City Council approval to be granted.

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

D. Subject to the Conditions of Approval, the concept development plan of the Renaissance Boardwalk Application is consistent with the Comprehensive Plan and the underlying zoning.

E. City Council hereby adopts the foregoing findings and the findings of the Vancouver Hearings Examiner contained in the Findings, Conclusions, and Recommendation, which is attached hereto as the Hearing Examiner Report and is hereby incorporated by reference, as its own, with one exception. Council hereby approves the zoning variance request based on the following additional findings in support of approval, as required by VMC 20.290.040:

1. Unusual circumstances or conditions apply to the property and/or the intended use that do not apply generally to other property in the same vicinity or district;
2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district;
3. The variance requested is the least necessary to relieve the unusual circumstances or conditions identified in Subsection (1) above;
4. The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which property is located;
5. Any impacts resulting from the variance are mitigated to the extent practicable;

The most comparable and closest developable property is the Vancouver Waterfront. Per Exhibit J of the Vancouver Waterfront Development Agreement (5581861 AMD), the 12,000 square foot floor area limitation under VMC 20.639.050 does not apply in the Vancouver Waterfront Master Plan. Therefore a substantial property right applies to the Waterfront Master Plan that would not apply to this site if the variance were not approved.

Unlike the Vancouver Waterfront Master Plan, this site is directly next to the river, where the developable area of the Vancouver Waterfront is setback from the river. Shoreline Setbacks apply to this site that do not impact the developable area of the Vancouver Waterfront. Particularly the 100 foot shoreline setback for multi-family residential as required by the Vancouver Shoreline Master Program Table 6-1. This along with the unusual shape of the lot and need to provide windows within the apartment units, limit the area where the additional residential units and density can be placed within the building area. Therefore unusual circumstances do apply to the site that do not apply elsewhere.

ORDINANCE - 5

Section 2. Legal Description.

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

Parcel 502290000, 502295000, 502300000, 38279908, 47585000 and 502280000 located in a portion of the northeast quarter of Section 34, Township 2 North, Range 1 East, and southeast quarter of Section 27, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington.

Section 3. Approval Granted.

Based upon the Hearing Examiner Report, the Staff Report, and foregoing findings, as well as the findings contained in Staff Report No. PRJ-163131/LUP-82094, which is attached hereto as the Staff Report and hereby incorporated by reference, and subject to the Conditions of Approval specified in the Staff Report, conditional approval of the Renaissance Boardwalk Application, consisting of the master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning variance for the Renaissance Boardwalk development, is hereby granted..

Section 4. No Severability.

Each provision of this ordinance is dependent on the enforceability of all other provisions and is critical to the implementation of the Renaissance Boardwalk Application and fulfilment of the ordinance. Therefore, if any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder or the application of the provision to other persons or circumstances shall also be held invalid and approval of the Renaissance Boardwalk Application shall be deemed unenforceable.

Section 5. Effective Date.

ORDINANCE - 6

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

First Reading: June 5, 2023

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 7

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE conditionally approving the master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning variance, subject to specified conditions of approval necessary to mitigate findings of potentially adverse impacts on surrounding properties, for the Renaissance Boardwalk development; and providing for an effective date. The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

DATE: May 23, 2023

TO: Mayor and City Council
CC: Eric Holmes, City Manager

FROM: Keith Jones, Senior Planner

RE: **Renaissance Boardwalk development – Proposed Amended Conditions of Approval PRJ-165963/LUP-81596**

Background

Recommended conditions of approval are contained in the Vancouver Hearing Examiner recommendation to City Council dated February 3, 2023.

Updated Conditions of Approval

Two workshop meetings were held with City Council on April 17, 2023 and May 1, 2023. To address Council comments and recommendations raised at the workshop meetings, the recommended conditions of approval have been amended as follows.

Additions are in yellow highlight with double underline and removal in ~~strike through~~.

General

1. Comply with the requirements of the Washington State Department of Ecology letter dated November 14, 2022 (Exhibit 1.M).
2. Changes to green building standards, currently specified as adherence to LEED Gold or equivalent, shall not be modified without approval from City Council via a modified development agreement.
3. Unobstructed public access shall be maintained at all times along the Renaissance Riverfront Trail that is located at the north end of the site. Public access shall be accommodated at all times during construction.

Prior to Ground Disturbing Activity

4. Prepare an archaeological monitoring & inadvertent discovery plan (MIDP). Submit the MIDP to staff along with any correspondence with the Department of Archaeological and Historic Preservation (DAHP) related to preparation of the MIDP.

Prior to Civil Plan Approval

5. Pay concurrency modeling fee of \$1,500.
6. Pay proportionate share fees totaling \$10,800.

7. The 40-foot sewer easement that runs along the western end of the site shall not be encumbered in any way including building overhangs.
8. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
9. New and existing fire hydrant locations related to this project shall be shown.
10. Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
11. Include the following note on the water utility pages: "Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit."
12. Include an approved fire response plan in both the civil plans and the architectural plans.
13. Consistent with Transportation Staff analysis in the record at Exhibit 7, the Applicant shall provide a memo or addendum to the traffic analysis report that discusses the reason for the proposed third site access from SE Columbia Way. This memo or addendum must include a discussion of other access options that were considered and an explanation of why these options are not feasible.
14. The building design shall be amended to include façade treatments, mechanical equipment, and windows designed and arranged to prevent bird collisions using the best available technology consistent with SMP 5.6.3.2 and 5.6.3.3.
15. The landscape plan shall identify trees and shading along the river boardwalk and south elevation of the building consistent with the graphic prepared by Otak titled "KRB – Trail Tree and Shade" dated May 5, 2023.

Prior to Building Permit Issuance

16. Adjust and/or consolidate boundary lines as necessary to comply with the building code.
17. The 40-foot sewer easement that runs along the western end of the site that shall not be encumbered in any way including building overhangs.
18. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
19. Obtain a letter of no hazard from the FAA including any approvals for construction cranes.

Note: Preliminary discussions with the FAA indicate that construction cranes extending above the FAA-approved building height will likely not be approved. Therefore the applicant will likely need to use alternative construction methods.

20. Increase the size of the commercial solid waste room to meet the minimum required solid waste storage space (1,255 square feet). Provide more detail on commercial trash room such as footprints for intended solid waste receptacles and equipment.
21. The project shall ensure adequate solid waste collection vehicle access for residential units as well as commercial units. The proposed design must be altered to ensure adequate access, either by relocating residential collection to the commercial solid waste collection location, or by redesigning the building to allow for collection trucks to safely drive under the two building overhangs, or in some other manner approved by the City. Overhead clearance of 16 feet is advised, but a minimum of 14 feet 6 inches clearance would be reviewed for approval if clear of other obstructions such as surface changes, like speed bumps, or ceiling obstructions.
22. Prepare buildout wastewater discharge flow (demand) estimates. Use one or more industry standard wastewater flow estimation methods. Prepare a brief narrative summarizing methods and submit with the civil plans.
23. Civil plans shall include the following public sanitary sewer improvements and other features: Design downstream public gravity sewer improvements needed to accommodate buildout wastewater flows. Design a new public sanitary sewer extension east in SE Columbia Way to provide depth and additional service laterals. Provide separate sanitary sewer service laterals for each building and/or major type-of-use. Specify which service laterals will serve which buildings and uses. Show and note required outside grease interceptors on the civil and site plans. Specify which plan set (building or civil) will construct.
24. If building plumbing cannot be reasonably be separated and common (shared) service lateral connections must be used, include a brief explanatory note on the civil plans and specify which service laterals will serve which buildings and uses.
25. If common (shared) water meters are required to serve separate primary types-of-use that calculate sewer SDC based on water meter size, include water demand calculations determining nominal water meter sizes that would have been required for each use. Specify on the civil plans or submit separately with the plans.
26. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.
27. Show Base Flood Elevation on-site and grading plans and all building elevation drawings.
28. Submit narrative for how building will comply with requirements of Chapter 5 of ASCE 7, ASCE 24 and Section 1612 of the International Building Code for buildings located within flood hazard area.
29. Submit a noise impact reduction plan prepared by a Washington-licensed professional engineer or architect for review and approval by the City. The plan shall address the performance standards

contained in VMC 20.520 including how the construction will achieve a day/night average interior noise level of 45 Ldn or less.

30. Record a disclosure statement that documents how the premises may be adversely affected by noise for each lot in the development as required by VMC 20.510. The disclosure statement shall specifically mention the close proximity to Pearson Airport and that airplanes frequently take off and land within close proximity to the development.

31. Revise the plans so that resident trash rooms are within 150 feet of all units per the tenant access requirements of VMC 20.970.030.A.3, or obtain approval of a variance or approval of a minor adjustment of the requirement from the Planning Official.

32. Revise the plans so that the gross floor area of each floor over 75 feet in height does not exceed 12,000 square feet in area.

33. Due to the location of the seawall within an area of moderate-to-high liquefaction risk, and the proximity of the seawall to major regional assets including without limitation, a multi-use public recreation trail, federally navigable waters, and an interstate bridge, the City shall conduct a third-party engineering analysis of the existing conditions of the seawall and verification of the seawall engineering plans demonstrating that the design specifications are structurally sufficient to improve the quality and safety of the seawall to protect the health, welfare, safety, and quality of life of the general public, property owners, and to protect the long-term viability of essential public facilities and the Columbia River shoreline.

34. Because of this high risk to the Columbia River shoreline, prior to commencing groundwork excavation, the applicant shall submit a security in favor of the City of Vancouver in the form of: i) a performance bond of the Developer's obligations under the Development Agreement for construction of the boardwalk and any additional work that may be necessary to repair potential damage to surrounding properties and improvements, including the Columbia River seawall, as a result of the boardwalk construction work; and (ii) a payment bond assuring payment of all persons supplying labor and material in the execution of the work undertaken as a result of construction work for the boardwalk and any additional work that may be necessary to repair potential damage to surrounding properties and improvements, including the Columbia River seawall, in an amount equal to not less than \$2,000,000. City Building Official is authorized to direct release of the bonds after making a determination that the boardwalk construction work is structurally complete and that construction impacts to the seawall are adequately mitigated.

Prior to Combustible Construction

35. Fire hydrants for emergency use shall be established and maintained.

36. Fire apparatus access roads shall be established and maintained.

37. Site security measures shall be installed to prevent unauthorized access.

38. Apply for and receive preliminary approval for the smoke control conceptual permit.

During Construction

39. Pay sewer application fees and system development charges for each separate type-of-use. Secure connection permits and connect new building sewers to the new service laterals according to the plumbing code.
40. A final erosion/sedimentation control plan shall be submitted.
41. A final stormwater plan and final storm report shall be submitted.
42. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.
43. All fire safety provisions of the International Fire Code shall be adhered to.
44. No smoking signage shall be posted throughout the site except in designated smoking areas.
45. Site security shall be maintained to prevent unauthorized access.
46. Consideration for emergency vehicle access shall be taken when staging materials for construction.
47. The applicant shall record public access easements along the east and west access walks and along the riverfront walk.
48. Submit a 36 month construction schedule and identify the timing and temporary road closure planned during construction.
49. The applicant shall perform monitoring of the wall during construction for any movement of the wall. The monitoring of the wall shall be to the satisfaction of the Building Official.
50. The applicant shall perform site assessments during excavation work. The site assessments shall be performed to the satisfaction of the Building Official.
51. In the event of a failure of the existing seawall during construction, the applicant shall complete the following:
- 1) Notify local, state and federal agencies;
 - 2) Develop cleanup and stabilization plan for short-term;
 - 3) Develop long-term solution;
 - 4) Complete regulatory permitting.
- Note: Under Chapter 2.3.2.4 of the Vancouver Shoreline Master Program, the applicant shall obtain a Statement of Exemption from a Shoreline Permit for any emergency repairs.

An "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 chapter. Emergency construction does not include development of new permanent protective structures where none previously existed.

Where new protective structures are deemed by the City to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit that would have been required, absent an emergency, pursuant to chapter 90.58 RCW and the Vancouver Shoreline Master Program, shall be obtained.

All emergency construction shall be consistent with the policies and requirements of the Vancouver Shoreline Master Program and 90.58 RCW.

Prior to Issuance of Certificate of Occupancy

52. Comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.

53. Provide the following improvements for SE Columbia Way, per City of Vancouver standards:

- Install additional pavement width as necessary to meet the required standard.
- Install 15-foot "Heritage" sidewalk and streetlights. See detailed street lighting requirements below.
- Install driveway accesses at all approved site entrances.
- Remove any existing unused driveway accesses.
- Modify existing striping as necessary.
- The existing fees crossing that serves the trail to Old Apple Tree Park and the Vancouver Land Bridge must be reconstructed and enhanced to provide a raised pedestrian crossing with RRFB lights and signage.
- Install traffic control devices as warranted and storm drainage as required by the city stormwater ordinance.

Note: The City of Vancouver will allow phasing of the SE Columbia Way frontage improvements and the riverfront boardwalk in conjunction with any proposed phasing plan. However, pedestrian and bike connectivity must be continually maintained at all times during construction of the project. Therefore, no section of the existing shared-use path along the frontage of SE Columbia Way can be closed until the entire boardwalk is built connecting both ends of the shared use path.

54. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.

55. Required fire lane signage shall be installed.

56. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
57. If a fire department Knox-Box was identified as a requirement during the construction permit review, it shall be installed at an approved location and locked with the required content.
58. Permanent vehicle gates crossing required fire lanes shall remain unlocked or open until approved by the fire department.
59. Conditions identified in the construction permit shall be met.
60. All requirements of the applicable fire and building codes and their referenced standards shall be met notwithstanding approved construction plans.
61. A licensed landscape architect shall provide a certificate verifying that the landscaping has been installed per the City-approved construction documents. Please submit to Keith Jones, keith.jones@cityofvancouver.us.

Prior to Issuance of a Sign Permit

62. To mitigate visual impacts from signage, the applicant shall develop a site-specific signage plan for the project and obtain approval of either: a) a Special Sign District under VMC 20.960.110 or b) an amendment of the development agreement to include a site-specific signage plan. The signage plan shall include allowed sign type, location, size, illumination and materials as well as prohibited sign types and locations, and all proposed signs shall adhere to the approved signage plan. The applicant shall at a minimum incorporate the following in developing a site-specific signage plan:

Vancouver Shoreline Master Program SMP Section 6.3.12 Signs:

- All signs shall be located and designed to minimize interference with vistas, viewpoints, and visual access corridors to the shoreline.
- Overwater signs or signs on floats or pilings shall be prohibited, except when related to navigation or a water-dependent use.
- 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.

Downtown Design Guidelines Manual

- Auto-oriented fascia signs shall be of minimum area required for readability from no more than two blocks away (400 feet).
- Select lettering sizes which will be more visible to the pedestrian than to vehicular traffic. No more than sixty percent of the sign face should consist of lettering

City Airport Overlay VMC 20.570.030(1) and VMC 20.570.030(2)(c) to (i)

- Ensure that signage does not result in glare in the eyes of pilots using Pearson Field Airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, take-off or maneuvering of aircraft intending to use the airport.
- In order to protect the health, welfare, safety, and quality of life of the general public, property owners, and aircraft operators and to protect the long-term viability of Pearson Field Airport as an essential public facility, signage must be appropriate for residential use within the Airport Overlay District and should not be visible from outside the district.

Staff Contact

Keith Jones- Senior Planner

360-487-7887

keith.jones@cityofvancouver.us

Renaissance Boardwalk Master Plan

June 26, 2023
Public Hearing

Keith Jones
Senior Planner

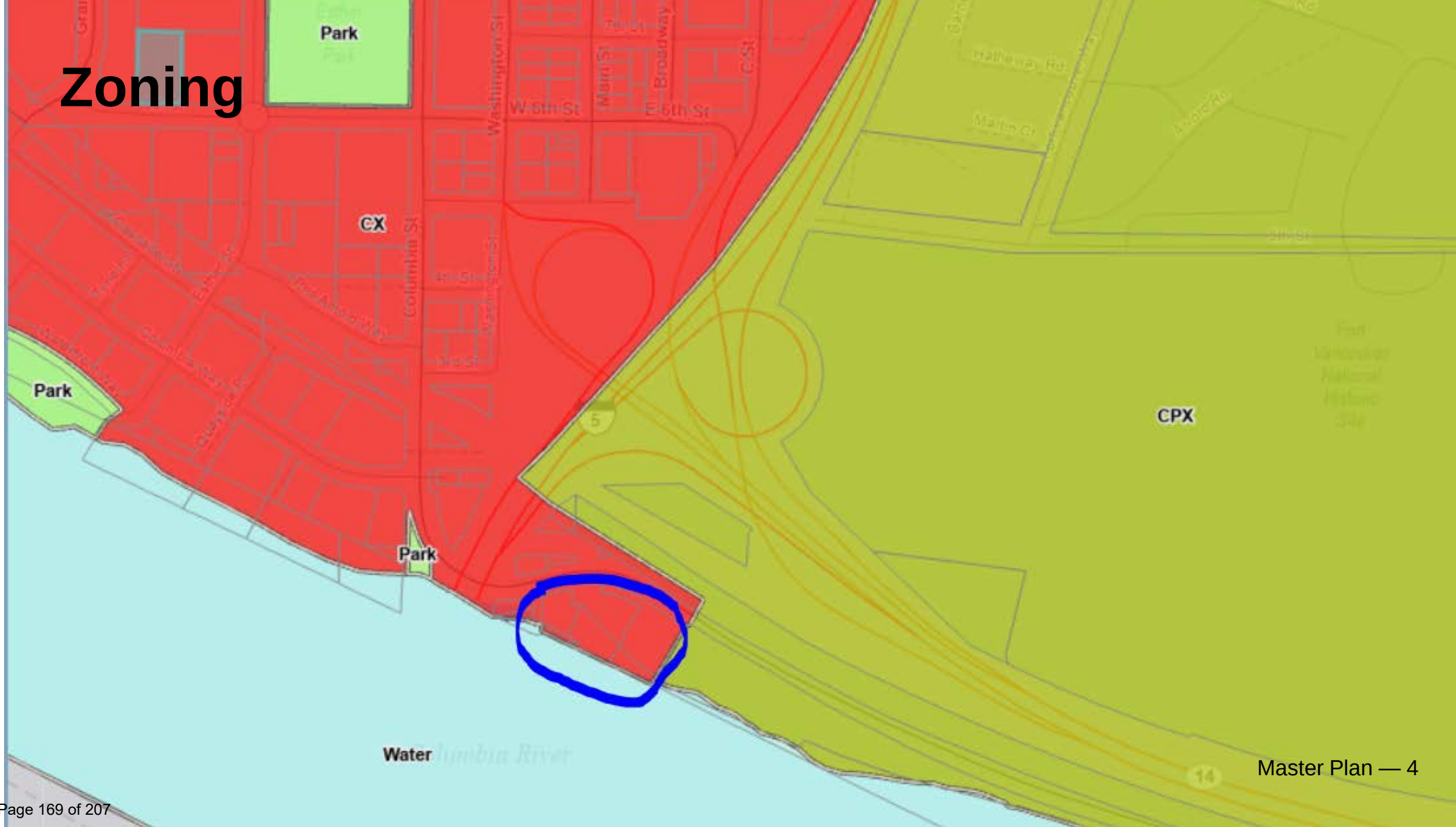


Agenda

- Project Overview
- Master Plan Requirements and Recommendation
- Variance Request (upper floor 12,000 square foot limitation)
- Council Approval Criteria and Conditions
- Next Steps



Zoning



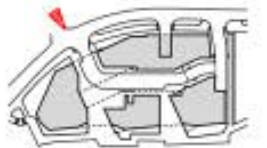
Project Elements

- Multiple mixed-use buildings totaling 400,000 sf
- 217-unit multi-family residential dwelling units
- 115,500 square feet of commercial space
- 370 structured parking spaces, one level below ground
- Variable height with maximum of 9 stories

Project Requirements

- Construction of a public boardwalk along the top of privately-owned shoreline wall to connect to existing trails (subject to DNR lease)
- Removal of City-owned derelict pier
- Retention of shoreline wall but removal of signage
- Creation of National Park Service (NPS) parking lots and green space in exchange for construction staging

North Elevation



Master Plan — 7

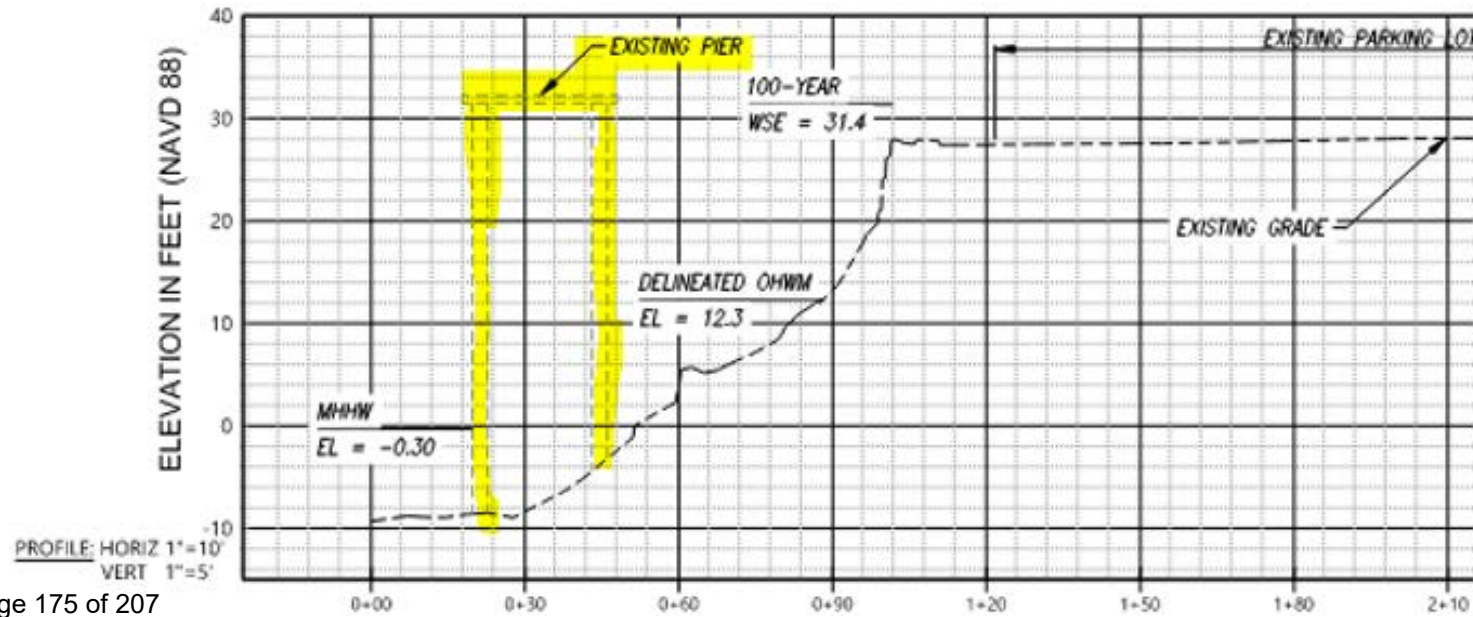
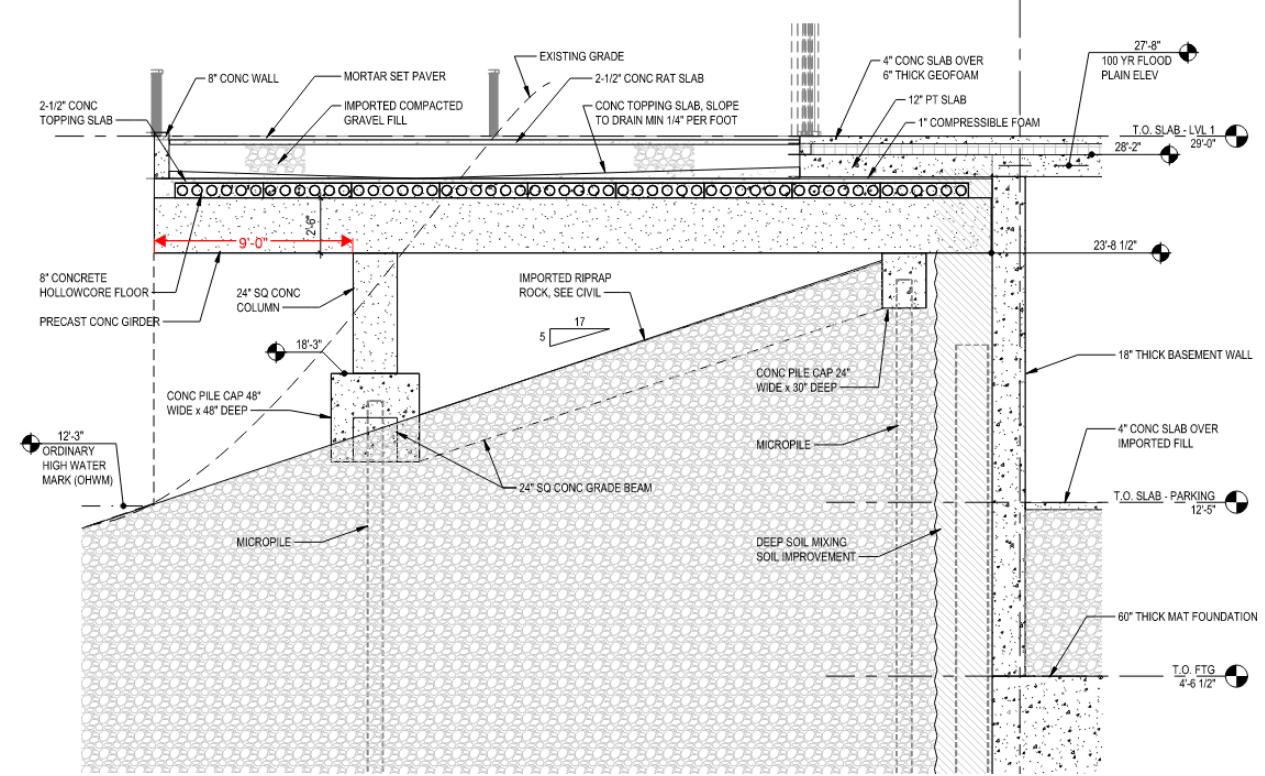
Northeast Elevation



Master Plan — 8



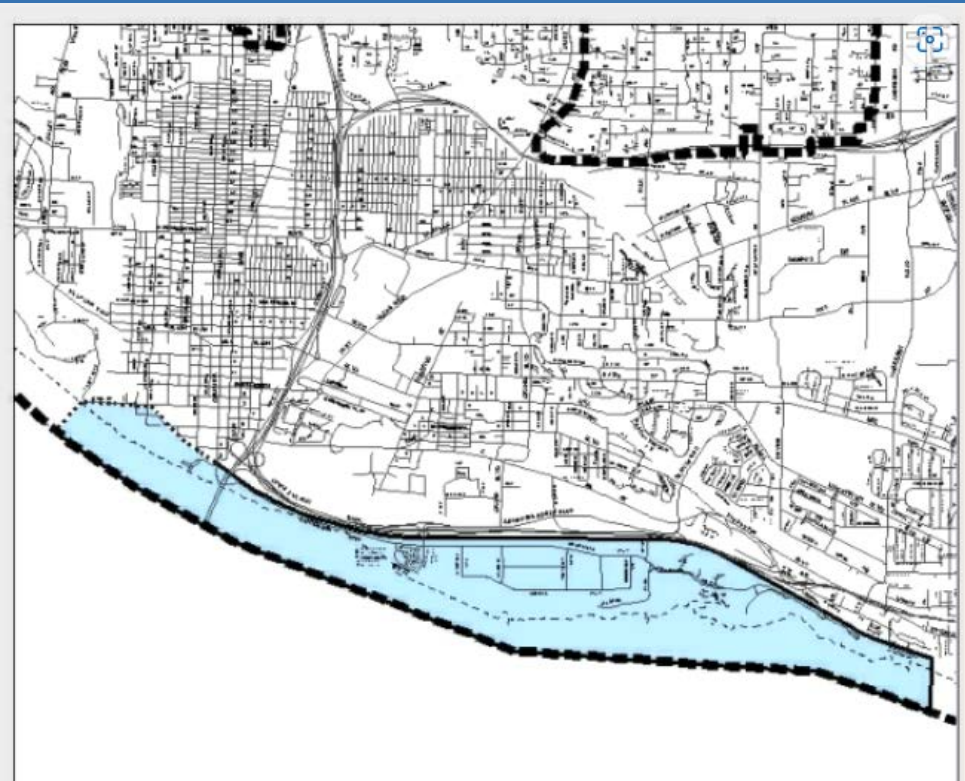




Master Plan Requirement

Columbia River Shoreline Enhancement Plan District VMC 20.620

- Prior to development a Master Plan Approval (Concept Development Plan) is required
- Master Plans are processed per VMC 20.260 Plan Developments
- Type IV Legislative (VMC Table 20.210.020-1)
- Sites of less than 25 acres are heard by Hearing Examiner who makes recommendation to City Council
- Conditions of Council approval extend to those necessary to mitigate potentially adverse impacts on surrounding properties (VMC 20.260.050(C))



Master Plan Approval Criteria (VMC 20.260.050)



Application must demonstrate compliance with all criteria:

1. Content – Submittal includes all components required by VMC 20.260.070
2. Energy-efficient architectural and site design
3. Transportation system capacity
4. Availability of public services
5. Protection of designated historic and natural resources
6. Compatibility with adjacent uses
7. Mitigation of off-site impacts

Applicant's Variance Request

- Applicant requests Variance approval
- Increase upper floor (8th floor) from maximum of 12,000 SF to 27,022 SF
- Staff recommends approval. Additional findings in support are included in the draft ordinance

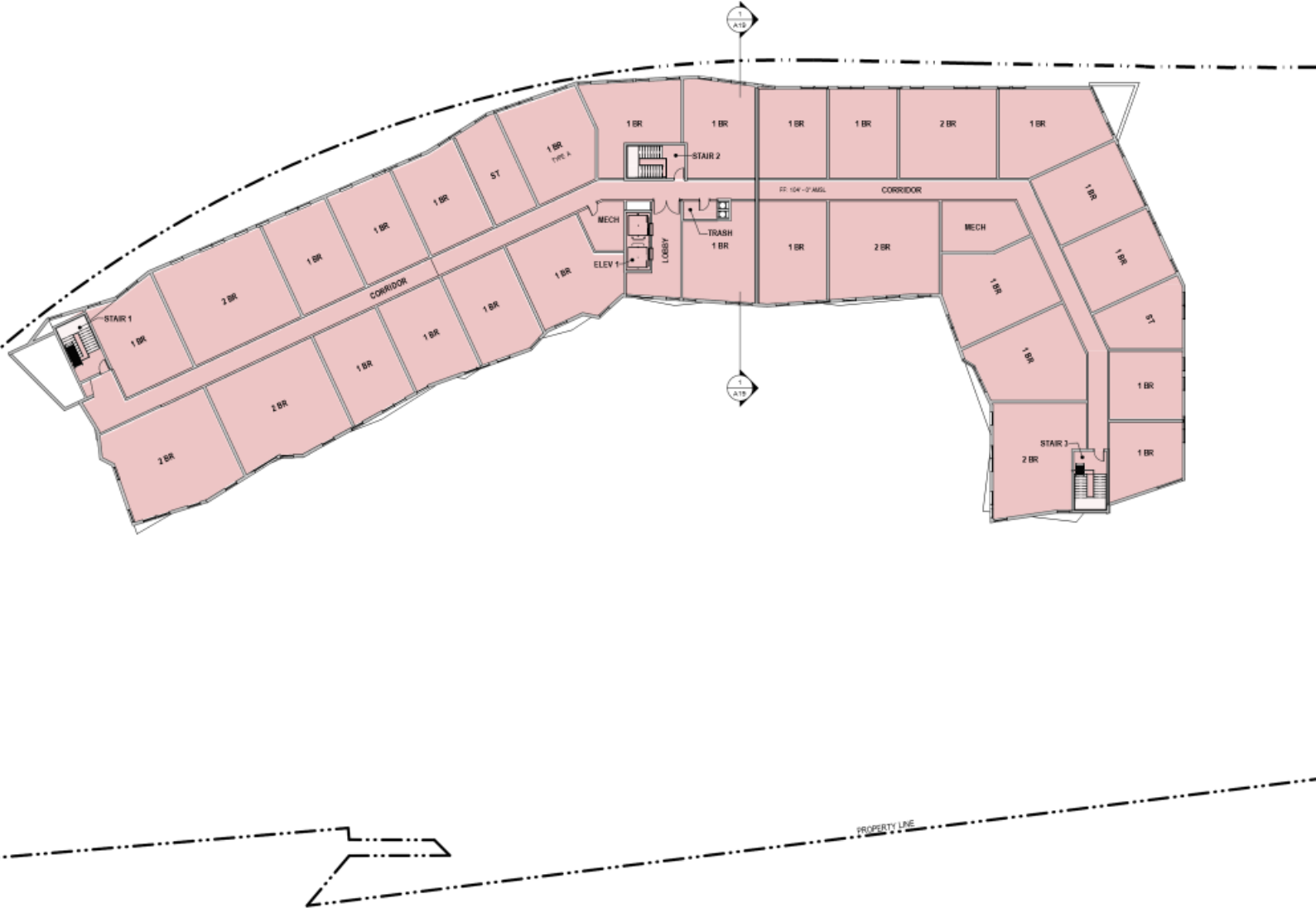
USES OF SPACE

RESIDENTIAL

Plot Date: 11/03/2021 11:43:13 AM

Revised Date: 11/03/2021 11:43:13 AM

1 FLOOR PLAN - LEVEL 08
A14 SCALE: 1/16" = 1'-0"



Otak Architects, Inc.
808 SW Third Avenue, Suite 300
Portland, OR 97204
Main 503.267.0820
www.otak.us

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 08 - FLOOR PLAN

TITLE

DATE DESCRIPTION

REVISIONS

ST. NO. REV. TO ST.

DRAWN BY CHECK BY

LU/SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18623

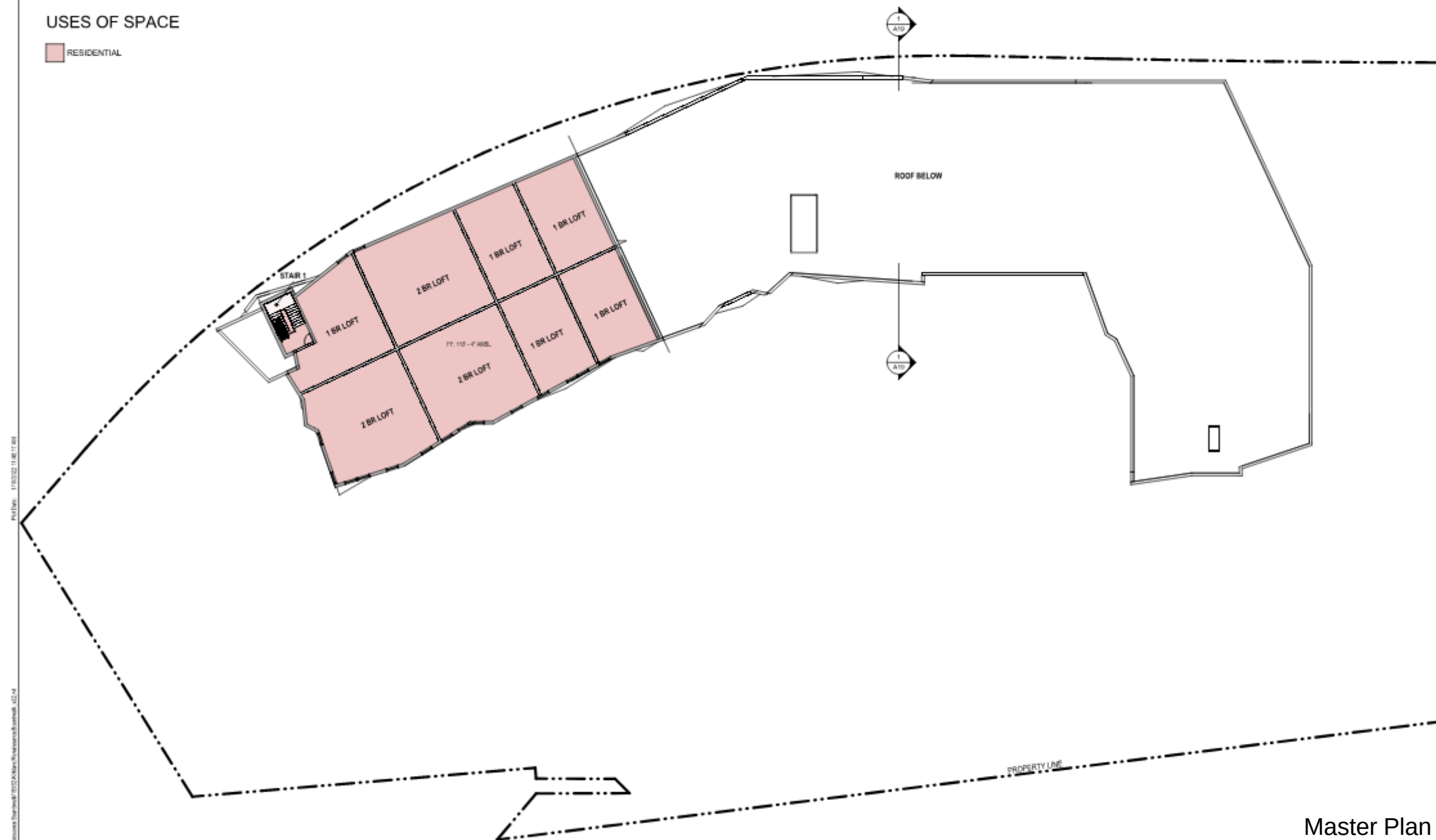
PROJECT NUMBER

A14

© 2021 OTAK, INC.

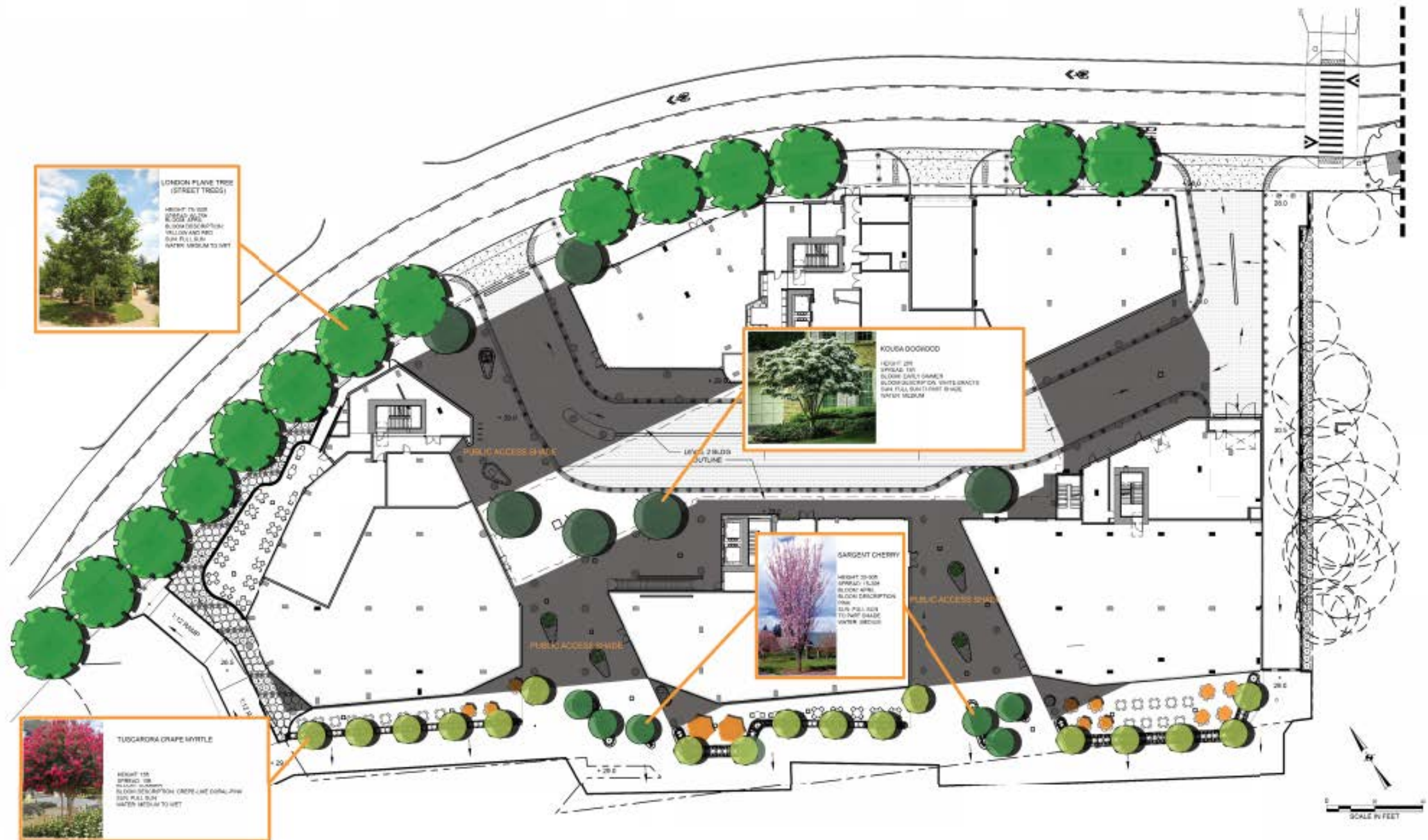
Master Plan — 14

RESIDENTIAL



Updated Conditions of Approval

- 1) Seawall City Building Department review
- 2) Plan in case seawall should fail during construction (back up plan)
- 3) Notice to residents of proximity to Pearson Airport
- 4) Additional shade trees
- 5) Establish Signage District
- 6) Findings in support of variance (12,000 SF limitation)



Next Steps

- File Shoreline Permit and Conditional Use with Department of Ecology
- Applicant applies for permits (Building and Engineering Permits)



Thank You



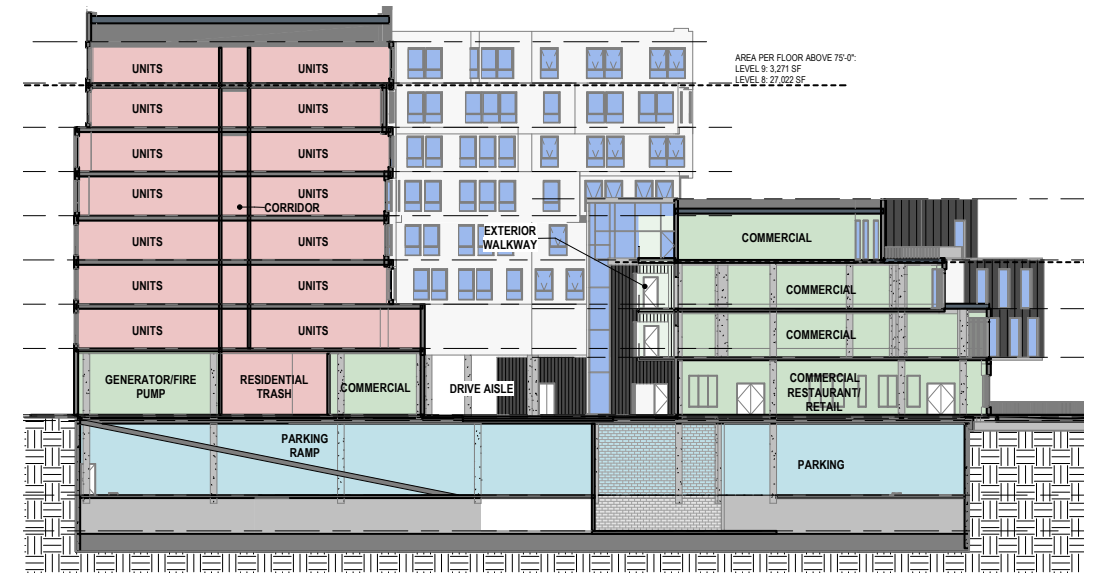


KIRKLAND RENAISSANCE BOARDWALK | VANCOUVER CITY COUNCIL PRESENTATION | DESIGN STRATEGY

1 | JUNE 26, 2023 | PROJECT 18923







KIRKLAND RENAISSANCE BOARDWALK | VANCOUVER CITY COUNCIL PRESENTATION | DESIGN STRATEGY

3 | JUNE 26, 2023 | PROJECT 18923





KIRKLAND RENAISSANCE BOARDWALK | VANCOUVER CITY COUNCIL PRESENTATION | DESIGN STRATEGY

4 | JUNE 26, 2023 | PROJECT 18923





