

May 10, 2021 - Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

Councilmember Lebowsky was absent.

4:00-5:00 p.m. Washington State Legislative Session Wrap-Up

Brian Enslow, Arbutus Consulting; Aaron Lande, Policy and Program Manager, 360-487-8612

Summary

The City's governmental affairs liaison for Washington State provided Council with a summary of the most recent Washington State legislative session.

Executive Session re: Real Estate Transaction (1 hour)

Mayor McEnery-Ogle announced the Council would be entering executive session for one hour to discuss a real estate transaction, and would return at 6:30 p.m. for its Consent Agenda meeting. No action was taken.

COUNCIL CONSENT AGENDA MEETING

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

Call to Order and Roll Call

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

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

Absent: Councilmember Lebowsky

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

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Brent Boger, Assistant City Attorney; Teresa Brum, Economic Development Division Manager; Jennifer Campos, Principal Transportation Planner; Brian Carlson, Deputy City Manager; Tyler Clary, Water Engineering Program Manager; Anna Dearman, Senior Planner; Chad Eiken, Community and Economic Development Director; Annette Griffy, Engineering Program Manager; Rebecca Kennedy, Long Range Planning Manager; Aaron Lande, Policy and Program Manager; Ryan Lopossa, Streets and Transportation Manager; Cara Rene, Communications Director; Bryan Snodgrass, Principal Planner; and members of the public.

Proclamation: Asian American and Pacific Islander Heritage Month

Mayor McEnerny-Ogle read and presented a proclamation to Liying Zheng, Wang Bin, and Roger Young, representing the Vancouver Chinese Association, proclaiming May 2021 as Asian American and Pacific Islander Heritage Month.

Community Communication (Items 1-8)

Mayor McEnerny-Ogle opened Community Communication and received the following testimony:

- Holly Williams, Vancouver, spoke in support of Item 4 and thanked the City for moving forward with the safety project on Columbia Street.

- Glen Yung, Vancouver, expressed concerns regarding Item 4, stating many people will not feel safer riding on Columbia Street after the changes, and he believes the City missed an equity opportunity with this project. He requested the City complete an evaluation of the public outreach on this project.
- Monica Zazueta, Vancouver, spoke in support of Item 6.

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

Consent Agenda (Items 1-8)

Council requested Items 4 and 5 be pulled for separate discussion, as summarized below.

Councilmember Fox requested Item 4 be voted as a separate matter.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried unanimously to vote on Item 4 separate from the remainder of the Consent Agenda.

Councilmember Fox stated she would vote in favor of Item 4 because at this point it is only a matter of selecting the contractor for the project, and the Councilmembers have expressed their concerns about the overall Columbia Street project in the past.

Motion by Councilmember Glover, seconded by Councilmember Paulsen, and carried 5-1 to approve Item 4. Councilmember Hansen voted No.

Regarding Item 5, Councilmember Fox stated she has some questions she would like staff to address with Council prior to the public hearing for this rezone request. She stated she would like to see more analysis as to why one type of zone would be better than another; for example, why the R-30 zone is being requested as opposed to a slightly less dense zoning designation, such as R-18, which might be more compatible with the surrounding existing neighborhoods. She asked for more information regarding the true build-out density of the surrounding area, and stated the Council should be sensitive to what is being built and how well it fits with the surrounding neighborhoods. She stated she is not yet seeing compelling evidence that rezoning this site at R-30 is the right fit within the existing area.

City Attorney Jonathan Young reminded the Council that at next week's public hearing on this item, the Council would be sitting as a quasi-judicial body and will be asked to disclose any ex parte communications with the relevant parties. He stated at the time of the hearing, the Councilmembers should not have their minds made up and explained their role would not be to set policy at that hearing, but make a decision on the application utilizing the current laws that apply. He stated the Council would be asked to decide if the proposed change would be more cohesive with the current Comprehensive Plan and whether sufficient change has occurred to warrant

the change.

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve Items 1-3 and 5-8 of the Consent Agenda.

1. Professional Service Agreements for On-call Water Engineering Design Services

Staff Report 067-21

Summary

The City's 2016 Comprehensive Water System Plan identified numerous capital projects requiring completion over the next five years. Several of these projects are either large enough or very specialized in nature, requiring planning and/or design assistance to supplement current engineering staff.

The City issued an RFQ for on-call water engineering planning and design services in December 2020 and received nineteen responses in February 2021. Projects requiring consulting services have been broken out into six unique categories of work including: Planning and Design of Water Storage, Transmission and Distribution Systems; Planning and Design of Water Production and Treatment Systems; Water System Planning and Modeling; SCADA, Control and Electrical System Planning, Design and Integration; Groundwater Hydrogeology, Well Design and Water Rights; and Regulatory Compliance. Consultants were asked to submit responses for all the categories that fall within their specific range of qualifications. Each category was reviewed by a different review committee. After a review of all responses, the evaluation committees selected ten consultants for on-call professional service contracts. Water Engineering staff proposes to execute each contract for five years in the amounts and categories shown below.

Engineering Firm	Contract Amount	Work Categories
<i>RH2</i>	<i>\$1,500,000</i>	<i>1. Water System Planning and Modelling 2. Water Production and Treatment System Design</i>
<i>Gray & Osborne Inc.</i>	<i>\$1,500,000</i>	<i>1. Water System Planning and Modelling 2. Water Production and Treatment System Design</i>
<i>Brown & Caldwell</i>	<i>\$1,000,000</i>	<i>2. Water Production and Treatment System Design</i>

<i>Murraysmith</i>	<i>\$500,000</i>	<i>3. Water Storage, Transmission and Distribution System Design</i>
<i>Jacobs Engineering Group</i>	<i>\$1,000,000</i>	<i>4. SCADA, Control and Electrical System Planning, Design and Integration</i>
<i>Elcon Associates, Inc</i>	<i>\$600,000</i>	<i>4. SCADA, Control and Electrical System Planning, Design and Integration</i>
<i>GSI Water Solutions, Inc</i>	<i>\$1,200,000</i>	<i>5. Groundwater Hydrogeology, Well Design and Water Rights</i>
<i>Robinson Noble, Inc.</i>	<i>\$1,200,000</i>	<i>5. Groundwater Hydrogeology, Well Design and Water Rights</i>
<i>HDR Engineering Inc.</i>	<i>\$1,000,000</i>	<i>3. Water Storage, Transmission and Distribution System Design 6. Regulatory Compliance</i>
<i>Confluence Engineering Group, LLC</i>	<i>\$1,200,000</i>	<i>6. Regulatory Compliance</i>

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

Request: Authorize the City Manager or his designee to execute Professional Service Agreements with Murraysmith, Brown & Caldwell, RH2, Gray & Osborne, Jacobs Engineering, Elcon Associates, GSI Water Solutions, Robinson Noble, HDR Engineering, and Confluence Engineering Group for water engineering planning and design services on an as-needed basis for five years with not-to-exceed amounts as indicated above; and authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

Tyler Clary, Water Engineering Program Manager, 306-487-7169

Motion approved the request.

2. **Agreement with Washington State University for Safe Pest Control Workshop**

Staff Report 068-21

Summary

In January 2021, the City of Vancouver received grant funding to conduct webinars and develop marketing materials for pollution prevention tips including Safe Pest Control workshops to Vancouver residents and businesses. These programs provide environmentally responsible information for landscaping and pest control that protect surface and ground water resources.

The Safe Pest Control workshop webinars will be developed and conducted by WSU's Master Gardener Program to provide information and resources to multi-family property managers for environmentally responsible alternatives for integrated pest management and natural yard care.

The Master Gardener Program is recognized as a trusted community resource in environmental stewardship and education. A partnership with this program ensures information is developed and presented by technical experts.

Request: Authorize the City Manager or his designee to execute an Interagency Agreement with the Washington State University to develop and conduct webinars per the Agreement.

Annette Gruffy, Engineering Program Manager 360-487-7190; Kris Olinger, Senior Civil Engineer 360-487-7188

Motion approved the request.

3. Bid Award for the 2021 Resurfacing Project (072821), per Bid #21-18

Staff Report 069-21

Summary

The 2021 Resurfacing Project is being constructed as part of the Pavement Management program. This project involves paving with hot mix asphalt on corridors and residential streets at various locations throughout the city. This year's pavement management program includes three separate resurfacing contracts. A total of 22 lanes miles of street will be paved under those contracts. These contracts include the "2021 Resurfacing Project", "Broadway Corridor Improvements Project", and "Columbia Street Paving Project".

The attached vicinity map shows where streets will be paved. The project includes paving streets in Shumway, Rose Village, West Minnehaha, Central Park, Northwood, Vancouver Heights, and Lewis and Clark Woods

neighborhoods. In addition, SE 1st Street from Hearthwood to Olympia Street will be paved.

On April 13, 2021 the City received four bids for the subject project. The bids ranged from \$2.5 to \$2.9 million dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Lakeside Industries, Vancouver, WA	\$2,520,734.23
Granite Construction Company, Vancouver, WA	\$2,580,359.00
Brix Paving, Tualatin, OR	\$2,887,932.42
Clark and Sons Excavating, Battle Ground, WA	\$2,952,986.97
Engineer's Estimate	\$2,900,000.00

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Lakeside Industries of Vancouver, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 410 hours of apprentice time of the estimating a total of 9,853 applicable labor hours for the project.

Request: Award a construction contract for the 2021 Resurfacing Project to the lowest responsive and responsible bidder, Lakeside Industries, Vancouver, Washington, at their bid price of \$2,520,734.23, which includes Washington State sales tax; authorize the City Manager or designee to execute such contract and authorize any legal action necessary to enforce the terms of the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Motion approved the request.

4. **Bid Award for the Columbia Street Paving Project (072821), per Bid #21-16**

Staff Report 070-21

Summary

As noted in a January 12, 2021, memorandum provided to City Council (attached herein), the City is moving forward with the proposed improvements to Columbia Street between Columbia Way and NW 45th Street as was envisioned in the Westside Bike Mobility project. The project will feature multiple improvements to the corridor including pavement resurfacing, buffered bike lanes, standard non-buffered bike lanes,

enhanced pedestrian crossings, street lighting, ADA curb ramp improvements, improved bicycle detection at existing traffic signals, improved pavement markings and signage and replacement of the existing traffic signal located at Columbia Street/13th Street. The attached diagram illustrates the type of multi-modal improvements that will occur over various segments along the corridor. The attached narrative details how each element associated with the project will be implemented in terms of work to be performed by outside construction contractors and City Operations staff.

As is also noted in the attached memorandum, an extensive and robust public outreach process was completed to inform the public of the proposed improvements and solicit their feedback, including the use of a Community Advisory Committee. As the City transitions into the construction phase for the Columbia Street project, that outreach effort continues and has featured presentations at neighborhood association meetings (Hough, Carter Park, Northwest), postings on social media platforms, the distribution of postcard mailers to residents along the corridor and weekly email updates to interested stakeholders and residents. Staff has also maintained an updated website where interested parties are invited to review design plans and receive updated information on the project implementation. Public Works staff will continue to provide both written and electronic dispersed information to our project constituents, apprising them of upcoming activities as the implementation of the improvements continues to unfold.

The pavement resurfacing of the corridor is being accomplished under two contracts. The first contract, which was awarded by City Council on April 26, 2021, includes a pavement preservation treatment (microsurfacing) and restriping of Columbia Street between Columbia Way and Mill Plain Blvd. The second contract, which is the subject of this staff report, is the pavement resurfacing and striping of Columbia Street between Mill Plain Blvd and NW 45th Street. This component also includes installation of six speed tables at various locations within the project corridor.

On April 6, 2021, the City received four bids for the subject project. The bids ranged from \$1.5 to \$1.9 million dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Granite Construction Company, Vancouver, WA	\$1,477,167.50
Brix Paving Northwest Inc, Tualatin, OR	\$1,595,084.75
Lakeside Industries Inc., Vancouver, WA	\$1,638,638.00
S-2 Contractors, Aurora, OR	\$1,922,830.00
Engineer's Estimate	\$1,750,000.00

There is a minimum apprenticeship goal of 4% of the utilized labor hours for

this project. Granite Construction Company of Vancouver, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 196 hours of apprentice time of the estimating a total of 4,107 applicable labor hours for the project.

Request: Award a construction contract for the Columbia Street Paving Project to the lowest responsive and responsible bidder, Granite Construction Company, Vancouver, Washington, at their bid price of \$1,477,167.50, which includes Washington State sales tax, authorize the City Manager or designee to execute the contract and authorize any legal action necessary to enforce the terms of the same.

Ryan Lopossa, Streets & Transportation Manager, 360-487-7706

Motion approved the request.

5. 62nd Street Apartments proposal to change zoning map designation from R-18 to R-30 for a 2.5-acre site comprising three adjacent properties at 6115 NE 72nd Avenue, and 7215 and 7309 NE 63rd Street

Staff Report 071-21

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for adjacent properties at 6115 NE 72nd Avenue, 7215 NE 63rd Street, and 7309 NE 63rd Street, tax lots 105120000, 105120010, and 105137000; providing for severability; and providing for an effective date.

Summary

The applicant argues that the rezone application would provide additional higher density housing that would increase options in the area and respond to the affordable housing crisis. The proposal would increase the potential future development density on the site, from a possible 45 units under the existing R-18 zoning to 76 units under the proposed R-30 zoning, but public facilities and services appear adequate to meet the demand. Vehicle traffic would increase from approximately 234 to 415 daily trips, but no congestion or safety problems in the area are anticipated. Local existing middle and high schools can accommodate the additional students generated, and Walnut Grove Elementary School is in the process of being rebuilt with a larger facility. Compliance with City stormwater standards addressing runoff from the site will be required during Site Plan Review of any future apartment proposal. City Public Works staff recently visited the existing City drainage facility immediately west of the rezone site across 72nd Avenue

and confirmed it was operating properly and not a likely potential sources of area flooding. Staff will monitor the drainage facility, and the retaining wall alongside 63rd Street. In addition, staff have been in direct communication with the community members that raised the flooding issue at the Planning Commission public hearing, and are working with them to understand and address their concerns.

Locational criteria for higher density residential zoning districts are contained in VMC 20.420.025, last updated in 2005. In 2018 changes were made to standards for reviewing zone changes under VMC 20.285 to eliminate direct reference to locational criteria for these and other zoning districts. The change was made because the locational criteria described how various zones might ideally be located if designing a new urban area for the first time, but were less relevant in evaluating proposed individual site-specific zoning changes in an increasingly developed setting. In addition, they generally do not reflect recent trends related to housing affordability and urbanization that have emerged over the last decade or more. The locational criteria were retained in the code to provide general and historical guidance until they could be revisited in the next major zoning code rewrite, but since 2018 have not been directly invoked as part of site-specific zone change proposals. Locational criteria for each zoning district will be updated as part of a planned Title 20 (Land Use and Development Code) overhaul, which will follow the forthcoming major update of the City's Comprehensive Plan.

Locational criteria for the existing and proposed zone in this case are as follows:

A. R-18 (Higher Density Residential) Zone Location Criteria. The R-18 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

1. Areas occupied by a substantial amount of multifamily development, but where factors such as narrow streets, on-street parking congestion, local traffic congestion, lack of alleys and irregular street patterns restrict local access and circulation and make a lower intensity of development desirable.

2. Areas where properties are well-suited to multifamily development, but where adjacent single-family developments or public open space make a transitional scale of development (height and bulk) desirable. There should be a well-defined edge such as an arterial, open space, change in block pattern, topographic change or other significant feature that provides physical separation from the single-family area. (This is not a necessary condition where existing moderate scale multifamily structures have already established the scale relationship with abutting single-family areas).

3. Properties must have access from collector or arterial streets,

such that vehicular travel to and from the site is not required to use local access streets through lower density residential zones.

C. R-30 (Higher Density Residential) Zone Location Criteria. The R-30 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

- 1. Areas that are already developed predominantly to the permitted R-30 density, or areas that are within an urban center, or identified in an adopted sub-area plan as appropriate for higher density multifamily housing.*
- 2. Properties in close proximity to major employment centers, open space and recreational facilities.*
- 3. Areas with well-defined edges such as an arterial, open space, change in block pattern, topographic change or other significant feature providing sufficient separation from adjacent areas of small scale residential development, or areas should be separated by other zones providing a transition in the height, scale and density of development.*
- 4. Areas that are served by major arterials, where transit service is good to excellent, and where street capacity could absorb the traffic generated by higher density development.*
- 5. Principal streets in the area shall be sufficient to allow for two (2) way traffic and parking on both sides of the street. Vehicular access to the area shall not require use of streets passing through lower density residential zones.*
- 6. Areas of sufficient size to promote a high quality, higher density residential environment with close proximity (and good pedestrian connections) to public open spaces, neighborhood oriented commercial services, and other residential amenities.*

The 2018 changes that reduced the weight of the locational criteria for rezones were also intended to reflect increasing concerns over housing choice and affordability. If considered in isolation, the R-30 locational language in C.1. above might prohibit application of that zone on individual parcels or small groups of parcels, even where compatible with surrounding uses.

The issue of whether the R-30 zone was appropriate on this site given the existing surrounding zoning was raised by a Planning Commissioner at the January 12 workshop. Staff acknowledged that the zone change appears on the map as a new incursion into a larger area of R-18 zoning, but was not necessarily problematic from a policy standpoint.

Request: On Monday, May 10, 2021, approve ordinance on first reading, setting second reading and public hearing for Monday, May 17, 2021.

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

Motion approved the request.

6. **Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities**

Staff Report 072-21

AN ORDINANCE further extending for an additional period of six months the moratorium first enacted by Ordinance No. M-4295, and extended by Ordinance No. M-4323, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to continue efforts to develop recommendations addressing the circumstances necessitating the moratorium; and establishing an effective date.

Summary

The current moratorium prohibits the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities until June 8, 2021. This provides time for work to continue on updates to the Strategic Plan, VCCV, Title 20 updates, and the drafting of a Climate Action Plan. This extension would keep the current moratorium in place until December 8, 2021.

Request: On Monday, May 10, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, May 17, 2021.

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

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

Motion approved the request.

7. **Nomination for Appointment to the Clark County Arts Commission**

Summary

The Clark County Arts Commission is an 11-member volunteer body that works to enhance and support the growth of the local economy through collaborations among arts patrons, artists, the business community, service

groups, schools and cultural groups. The commission's work expands the opportunity and accessibility of citizens to experience art in public places and works to create a more visually pleasing environment throughout the county.

Council Committee 2 recently interviewed five candidates for one mid-term position on the board, and nominate Elaina Ilminen to County Council for appointment on CCAC; with a term beginning immediately and expiring December 31, 2022.

Request: Nominate Elaina Ilminen for appointment to the Clark County Arts Commission.

Council Committee 2

Motion approved the request.

8. Appointment to the Urban Forestry Commission

Summary

The Urban Forestry Commission (UFC) serves as a citizen advisory body and makes recommendations to the City Council. The commission's advisory role includes reviewing and informing Vancouver's urban forestry policies and regulations, assisting with updating the Urban Forestry program's work plan, and administering the Heritage Tree Program, Arbor Day recognition and awards programs.

Committee 2 interviewed five applicants for both a full-term and mid-term position and recommends the appointments of Jamie Beyer and Jeni Morgan. Jamie is recommended for appointment to the full term position, beginning May 30, 2021 and expiring May 30, 2025; Jeni is recommended for appointment to the mid-term position beginning immediately and expiring October 2, 2023.

Request: Appoint Jamie Beyer to the Urban Forestry Commission, term beginning May 30, 2021 and expiring May 30, 2025; appoint Jeni Morgan to the mid-term position, term beginning immediately and expiring October 2, 2023.

Council Committee 2

Motion approved the request.

Community Forum

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

- Don Steinke, Vancouver, expressed concerns about the natural gas industry's proposed methods of creating renewable energy from the gasification of woody debris, and spoke in support of the City's moratorium on large-scale, fossil fuel facilities and urged the City to accelerate its emissions reduction work.
- Alona Steinke, Vancouver, spoke regarding recent state legislation pertaining to carbon emissions reduction goals, and expressed concerns about an amendment that the program would not be implemented until there is a five-cent gas tax increase, as it stretches out the carbon reductions.
- Cathryn Chudy, Vancouver, spoke in support of utilizing building electrification to reduce greenhouse gas emissions in the building industry, and expressed concerns about the natural gas industry's opposition to those efforts.
- Glen Yung, Vancouver, requested the City consider supporting the establishment of a Local Improvement District in the downtown area to fund sidewalk repairs and improvements.

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

Adjournment

7:21 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [Charlie Johnson](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Comment Consent Agenda Item 6
Date: Saturday, May 8, 2021 8:53:50 AM

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

To Whom It May Concern,

It is essential for the wellbeing of Vancouverites and our environment that we keep fossil fuels out of our city. With the massive drops in cost associated with a variety of renewable energy sources like wind, solar, and nuclear, there is no justification to build fossil fuel facilities except to appease the companies that own them.

The beauty and splendor of the Columbia River gorge and all of Washington is not a given. It can only remain so if we work actively to maintain it. Constant depletion and toxification of our environment will negatively affect all of us through the air we breathe, the water we drink, and the ecosystem we rely on for food being destroyed (as is already happening worldwide). The people of Vancouver know that the only reason fossil fuel companies would be allowed to capitalize here is if the city government is financially incentivized to allow it. We will not stand idly by while a select few sell our future and our children's future to the highest bidder. Make decisions beneficial to the environment, and in turn you have made decisions to the people. If you fail in this eventually we'll end up with neither. Please help us save our home.

Sincerely,
Charles Johnson

From: [City of Vancouver - Office of the City Manager](#)
To: [DellaPena, Amanda](#)
Subject: FW: Comment on Agenda item #6 Temporary Moratorium Fossil Fuel facilities
Date: Friday, May 7, 2021 4:12:21 PM

For council on Monday

Kerry

From: Kristin Edmark [REDACTED]
Sent: Friday, May 7, 2021 3:23 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Comment on Agenda item #6 Temporary Moratorium Fossil Fuel facilities

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

Dear Vancouver City Council members,
Please extend or make permanent the temporary moratorium prohibiting the establishment of new or expansion of existing, large scale fossil fuel facilities.
This is especially important this year as City of Vancouver develops a climate plan.
Kristin Edmark

From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#)
Subject: FW: Moratorium
Date: Monday, May 10, 2021 11:11:29 AM

From: Lori Benton [REDACTED]
Sent: Saturday, May 8, 2021 3:57 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Moratorium

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

I am a mother, grandmother, and former elementary school teacher who lives in the Cascade Park neighborhood of Vancouver. I am writing to express my support for the "6 mos. extension of the temporary moratorium prohibiting the establishment of new or the expansion of existing large-scale fossil fuel facilities". We must move beyond fossil fuel usage and on to using only clean fuel sources as quickly as possible. Thank you. Lori Benton

Sent from [Mail](#) for Windows 10

From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#)
Subject: FW: Written comments for City Council meeting Item 6
Date: Monday, May 10, 2021 11:04:46 AM

Comment for city council tonight

Kerry

From: Arthur Ungar [REDACTED]
Sent: Friday, May 7, 2021 4:14 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Written comments for City Council meeting Item 6

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'm writing in support of the Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities

As described by the staff, this would allow more time for the completion of the Climate Action Plan.

Art

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[REDACTED] Vancouver WA 98660

From: [Sharon Sollenberger](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Large Scale Fossil Fuel Moratorium
Date: Saturday, May 8, 2021 10:10:48 AM

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

I am writing to urge the Vancouver City Council to extend the Large Scale Fossil Fuel Moratorium. It is urgent to protect Vancouver from future fossil fuel projects to decrease pollution and the impacts of climate change from fossil fuel use. Sharon Sollenberger, Vancouver resident

From: [Alan Mitchell](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: RE: Consent Agenda Item #6
Date: Saturday, May 8, 2021 7:06:19 PM

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

[Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities](#)

AN ORDINANCE further extending for an additional period of six months the moratorium first enacted by Ordinance No. M-4295, and extended by Ordinance No. M-4323, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to continue efforts to develop recommendations addressing the circumstances necessitating the moratorium; and establishing an effective date.

May 8, 2021

Madame Mayor & Council Members,

Beginning the day the moratorium was enacted, Vancouver's future measurably improved.

For instance the progress on the Waterfront Project has been unprecedented.

Let's keep the moratorium in place and the progress going !

Please extend the moratorium.

Thank you,

Alan Mitchell



Vancouver, WA 98660

May 17, 2021 - Vancouver City Council Meeting Minutes

WORKSHOPS

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Councilmember Glover absent.

4:00-6:00 p.m. Heights District Plan Implementation

Rebecca Kennedy, Long Range Planning Manager, 360-487-7896; Greg Turner, Land Use Manager, 360-487-7883

Summary

Staff provided Council with an update on the draft proposed regulatory standards for the Heights District and sought Council feedback on the draft standards.

REGULAR COUNCIL MEETING

This meeting was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda and Public Hearing items were also

facilitated via the GoToMeeting conference call.

Call to Order and Roll Call

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

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

Absent: Councilmember Glover

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

Also present on the call were the following: Eric Holmes, City Manager; Brian Carlson, Deputy City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Brent Boger, Assistant City Attorney; Lisa Brandl, Deputy Finance Director; Chad Eiken, Community and Economic Development Director; David Galazin, Assistant City Attorney; Julie Hannon, Parks and Recreation Director; Rebecca Kennedy, Long Range Planning Manager; Katherine Kelly, Senior Transportation Policy Advisor; Udobong Obotette, Budget Analyst; Mark Person, Senior Planner; Cara Rene, Communications Director; Greg Turner, Land Use Manager; and members of the public.

Approval of Minutes

Minutes - April 26, 2021

Motion by Councilmember Fox, seconded by Councilmember Hansen, and carried unanimously to approve the meeting minutes of April 26, 2021. Councilmember Paulsen abstained.

Minutes - May 3, 2021

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of May 3, 2021. Councilmember Lebowsky abstained.

Community Communication (Item 1)

Mayor McEnerny-Ogle opened Community Communications and, receiving no testimony, closed Community Communications.

Consent Agenda (Item 1)

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

1. Approval of Claim Vouchers

Request: Approve claim vouchers for May 17, 2021.

Motion approved claim vouchers for May 17, 2021, in the amount of \$12,244,220.33.

Public Hearings (Items 2-4) - see general protocol above

2. HP Section 30 Master Plan

Staff Report 073-21

A RESOLUTION approving the proposed Master Plan for the HP Inc. ("HP") Master Plan development located within the Section 30 Subarea.

Summary

The property, which is located north of SE 1st Street and west of SE 184th Avenue has historically been used for aggregate resource extraction and processing uses. There are no existing structures on the site and very little vegetation except for some trees along the western property line. The proposed Master Plan will provide a framework for future development, which will be subject to site plan review.

Key issues raised during the public process include concerns about potential blocking of views to Mt. St. Helens from English Winery located to the south of HP; potential development of a public trail along the western boundary of the site; and an interest in having the applicant incorporate sustainable and climate-friendly measures into their design and structures.

- Regarding views, there are no maximum building heights in the ECX zoning district and the plan district states that building heights shall not be restricted within the Plan District. There is however a design guideline which is relevant: "Care should be taken to consider the impact of the proposed construction within 500 feet of homes adjacent to the southwest quarry slope on existing views of Mt. Hood." There is no regulation or design guideline that refers to view impacts to Mt. St. Helens, and no view corridor was established. The applicant has located buildings outside of the 500-foot area to comply with the design guideline.*

- *The Section 30 Plan envisions a public trail at the top of the western slope of the subject property. The Development Agreement approved by the City in December of 2019 allowed for construction of a 12-foot wide multi-use path next to SE 184th Avenue from SE 1st Street to SE 9th Street to satisfy the intent of a western trail. HP will construct the multi-use path adjacent to SE 184th Avenue as part of its development, and has stated that once a design and funding for a trail at the top of the western slope are identified, they would be willing to dedicate the area for the trail to the City. Parks staff will continue to work with HP and neighbors to determine how a trail in this location would fit with a broader trail system and potential sources of funding.*
- *HP is nationally recognized for its leadership on environmental sustainability-related issues and corporate environmental stewardship. For example, HP has set a company-wide goal to be carbon neutral in its operations by 2025, and operations will be zero waste in its managed facilities by 2025. HP submitted a detailed list of example sustainable strategies as part of the master plan, which include at least 10% of its stalls will be EV charging stalls, a robust tree canopy, integrated bike facilities, walking paths to transit and buildings, and innovative storm water measures, among others.*

The Planning Commission considered the above issues raised during the public process and determined that the proposed master plan complies with all applicable development standards and approval criteria, and unanimously recommended approval of the master plan to City Council on April 13, 2021.

Request: Subject to a public hearing, adopt a resolution approving the HP Section 30 Master Plan as conditioned in the April 1, 2021, Vancouver Planning Commission Staff Report.

Mark Person, Senior Planner, 360-487-7885

Staff provided an overview of the history of Section 30 Subarea site and development guidelines, an outline of the proposed master plan, and a summary of the public process to date.

Regarding the Section 30 development guidelines pertaining to consideration of the impact of construction to existing views of Mt. Hood, Councilmember Fox asked staff for clarification as to how they would interpret that standard. Mark Person, Senior Planner, explained that the subarea plan specifies consideration of view impacts of construction within 500 feet of neighboring properties, and staff would look at what development is specifically proposed and make an evaluation at that time. Chad Eiken, Community and Economic Development Director, explained that there is not more detailed guidance in

the subarea plan, but at this point, the applicant has not shown any proposed buildings within that 500 foot buffer, and staff would ensure that area remains clear at the time of site plan review.

Councilmember Stober noted this is a good example of something Council should consider with future subarea plans and be sure such development guidance is not this vague so future Councils and staff do not have to try to interpret such guidelines.

Representatives for the applicant, Hewlett-Packard (HP), presented the details of the proposed master plan and the development vision, including an overview HP's sustainability strategies.

Councilmember Stober asked what kind of HVAC technology HP intends to utilize in its buildings, noting it would be preferable to the Council if non-gas forms were relied upon. Todd Smith, representing HP, Inc., stated the company is monitoring the testing of new forms of building standards and is investigating what is possible to reduce energy consumption.

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

- Marian English, Vancouver, spoke regarding the proposed western perimeter trail and urged the inclusion of access points for the existing neighborhoods that would encourage pedestrian access and reduce vehicle traffic into the site.
- Maren Calvert, representing English Farm and English Estate Winery, spoke in opposition to HP's land use application for Section 30 (written comments and letter submitted on behalf of English Farm attached). Ms. Calvert stated HP's proposed buildings threaten the economic vitality of the winery and the master plan does not acknowledge or consider mitigation of these impacts. She stated because of these reasons, the master plan does not meet the requirement of the City's Comprehensive Plan, and she urged the Council to send the master plan back to the Planning Commission to complete this analysis.
- Don Jennings, Vancouver, spoke regarding the proposed trail on the site and urged the developers to set aside at least a 16-foot wide trail to accommodate pedestrians and bicycles.
- Jennifer Baker, President of Columbia River Economic Development Council, spoke in support of the master plan, stating the development will be a catalyst for unlocking more than 320 acres of employment land, and noting HP has made long-standing investments in Vancouver.

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

Mayor McEnerny-Ogle asked whether there would be an opportunity to

prepare the street network internal to HP's development for broadband communication lines. Mr. Person stated that will be a decision left to the developer, as those streets would be private. The City streets surrounding the site would include that infrastructure.

Mayor McEnerny-Ogle asked staff to discuss the issue related to the view standards of Mt. St. Helens and the impacts to the English Winery. David Galazin, Assistant City Attorney, stated the inclusion of the winery in the subarea plan was intentional, as that entire area was to be thought of comprehensively when the plan was adopted. He noted it is typically the case when one thing is singled out, such as the view standards pertaining to existing views of Mt Hood, that the absence of other similar standards is considered to be intentional. He stated the views of Mt. St. Helens had been given no special consideration up to this point of the process, but there may be other considerations at the site plan approval point of the process.

Councilmember Fox expressed concerns about how the view corridors will be interpreted, as the absence of clarity may make property owners assume an unobstructed view should be guaranteed into the future, but such a guarantee could be fatal to the development. She suggested providing clarity about how these will be considered to the benefit of all parties.

Jennifer Bragar, representing the applicant, walked through photos of the site to provide clarification as to the site orientation. She stated approval of the master plan would not block view of any existing properties, as no buildings or heights will be determined at this point in the process. She noted the City's code does not require the applicant to submit proposed building heights at this point, only proposed building footprints. She asked the Council to consider the current and historical context in which the English Winery and any other businesses adjacent to the site have been operating, as the site historically has been used for heavy industrial purposes. She noted that the winery's tasting room currently does not have unobstructed views of Mt. St. Helens due to existing trees. Ms. Bragar referenced communication submitted to the Council (attached) in response to the winery's concerns and stated HP has done as much as possible to be responsive to concerns raised. She stated the applicant will look at the specific building heights and designs during site plan development.

Councilmember Fox stated she would like Council to come up with clarity for HP and neighbors of the Section 30 site related to the consideration of existing Mt. Hood views.

City Attorney Jonathan Young explained the Council has the option of approving the master plan as currently proposed, approving it with conditions, or denying it. He stated Council could ask staff to develop conditions related to the existing views and bring the master plan back to Council at a later date for approval.

Councilmember Paulsen stated he is sympathetic to the English Winery's concerns, but he stated he understands the requirement is to preserve the

economic value of the winery and he is unsure whether maintaining the view corridor would harm that economic value.

Motion by Councilmember Paulsen, seconded by Councilmember Hansen to approve the HP Section 30 Master Plan.

Mr. Young asked for confirmation that the intent of the motion and second was to approve the master plan and conditions as outlined in the Planning Commission staff report dated April 1, 2021. Councilmember Paulsen confirmed that was the intent of his motion. Councilmember Hansen confirmed that was the intent of his second to the motion.

Councilmember Fox stated she would vote in favor of approval but noted Council has not yet provided clarity in regards to consideration of the views, as provided for in the Section 30 subarea plan. She stated she hopes future subarea plans will include more deliberate language and stated Council has discussed this issue specific to Section 30 and it is not the intent to hold anyone to maintaining completely unobstructed views.

Councilmember Stober stated he is also sympathetic to concerns pertaining to the view corridors, but stated he looks at the potential benefits the development and increased density around the winery's property will likely bring to the business with increased potential customers. He stated if the site line issue can be better defined in some way for the future, it would be beneficial.

Motion approved unanimously adopted Resolution M-4126 approving the HP Section 30 Master Plan as conditioned in the April 1, 2021, Vancouver Planning Commission Staff Report.

3. **62nd Street Apartments proposal to change zoning map designation from R-18 to R-30 for a 2.5-acre site comprising three adjacent properties at 6115 NE 72nd Avenue, and 7215 and 7309 NE 63rd Street**

Staff Report 071-21

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for adjacent properties at 6115 NE 72nd Avenue, 7215 NE 63rd Street, and 7309 NE 63rd Street, tax lots 105120000, 105120010, and 105137000; providing for severability; and providing for an effective date.

Summary

The applicant argues that the rezone application would provide additional higher density housing that would increase options in the area and respond to the affordable housing crisis. The proposal would increase the potential

future development density on the site, from a possible 45 units under the existing R-18 zoning to 76 units under the proposed R-30 zoning, but public facilities and services appear adequate to meet the demand. Vehicle traffic would increase from approximately 234 to 415 daily trips, but no congestion or safety problems in the area are anticipated. Local existing middle and high schools can accommodate the additional students generated, and Walnut Grove Elementary School is in the process of being rebuilt with a larger facility. Compliance with City stormwater standards addressing runoff from the site will be required during Site Plan Review of any future apartment proposal. City Public Works staff recently visited the existing City drainage facility immediately west of the rezone site across 72nd Avenue and confirmed it was operating properly and not a likely potential sources of area flooding. Staff will monitor the drainage facility, and the retaining wall alongside 63rd Street. In addition, staff have been in direct communication with the community members that raised the flooding issue at the Planning Commission public hearing, and are working with them to understand and address their concerns.

Locational criteria for higher density residential zoning districts are contained in VMC 20.420.025, last updated in 2005. In 2018 changes were made to standards for reviewing zone changes under VMC 20.285 to eliminate direct reference to locational criteria for these and other zoning districts. The change was made because the locational criteria described how various zones might ideally be located if designing a new urban area for the first time, but were less relevant in evaluating proposed individual site-specific zoning changes in an increasingly developed setting. In addition, they generally do not reflect recent trends related to housing affordability and urbanization that have emerged over the last decade or more. The locational criteria were retained in the code to provide general and historical guidance until they could be revisited in the next major zoning code rewrite, but since 2018 have not been directly invoked as part of site-specific zone change proposals. Locational criteria for each zoning district will be updated as part of a planned Title 20 (Land Use and Development Code) overhaul, which will follow the forthcoming major update of the City's Comprehensive Plan.

Locational criteria for the existing and proposed zone in this case are as follows:

A. R-18 (Higher Density Residential) Zone Location Criteria. The R-18 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

1. Areas occupied by a substantial amount of multifamily development, but where factors such as narrow streets, on-street parking congestion, local traffic congestion, lack of alleys and irregular street patterns restrict local access and circulation and make a lower intensity of development desirable.

2. Areas where properties are well-suited to multifamily development, but where adjacent single-family developments or public open space make a transitional scale of development (height and bulk) desirable. There should be a well-defined edge such as an arterial, open space, change in block pattern, topographic change or other significant feature that provides physical separation from the single-family area. (This is not a necessary condition where existing moderate scale multifamily structures have already established the scale relationship with abutting single-family areas).

3. Properties must have access from collector or arterial streets, such that vehicular travel to and from the site is not required to use local access streets through lower density residential zones.

C. R-30 (Higher Density Residential) Zone Location Criteria. The R-30 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

1. Areas that are already developed predominantly to the permitted R-30 density, or areas that are within an urban center, or identified in an adopted sub-area plan as appropriate for higher density multifamily housing.

2. Properties in close proximity to major employment centers, open space and recreational facilities.

3. Areas with well-defined edges such as an arterial, open space, change in block pattern, topographic change or other significant feature providing sufficient separation from adjacent areas of small scale residential development, or areas should be separated by other zones providing a transition in the height, scale and density of development.

4. Areas that are served by major arterials, where transit service is good to excellent, and where street capacity could absorb the traffic generated by higher density development.

5. Principal streets in the area shall be sufficient to allow for two (2) way traffic and parking on both sides of the street. Vehicular access to the area shall not require use of streets passing through lower density residential zones.

6. Areas of sufficient size to promote a high quality, higher density residential environment with close proximity (and good pedestrian connections) to public open spaces, neighborhood oriented commercial services, and other residential amenities.

The 2018 changes that reduced the weight of the locational criteria for rezones were also intended to reflect increasing concerns over housing choice and affordability. If considered in isolation, the R-30 locational language in C.1. above might prohibit application of that zone on individual parcels or small groups of parcels, even where compatible with surrounding uses.

The issue of whether the R-30 zone was appropriate on this site given the existing surrounding zoning was raised by a Planning Commissioner at the January 12 workshop. Staff acknowledged that the zone change appears on the map as a new incursion into a larger area of R-18 zoning, but was not necessarily problematic from a policy standpoint.

Request: On Monday, May 17, 2021, subject to second reading and public hearing, approve the ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

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

City Attorney Jonathan Young stated Council would be hearing a proposal to change the zoning map designation for the 62nd Street Apartments from R-18 to R30 and noted the Council would be sitting as a quasi-judicial body for this hearing. He stated the Council's decision will be based upon the written materials provided to them, the testimony and argument that will be made during the hearing, the record made before the Planning Commission, and the recommendation of the Planning Commission. Mr. Young outlined the process for proceeding with this hearing. He stated the Council would be asked to disclose any ex parte communication or other Appearance of Fairness issues. Following public testimony, Council should discuss and make a decision as to whether it is in agreement with the Planning Commission that the proposed change a) is more consistent with the applicable policies of the Vancouver Strategic Plan and Comprehensive Plan than the existing designation; and b) that a change in circumstances has occurred since the existing designation was established.

Mayor McEnerny-Ogle declared the hearing open.

Mr. Young stated the City Attorney's Office conducted an email search for any emails sent or received by any member of the City Council, starting with the date of the application on this matter, which was May 25, 2020, pertaining to this application, and determined there were no messages requiring disclosure.

Mr. Young then asked each member of the Council to disclose any direct or indirect financial benefit they could derive from the decision to grant or deny the requested rezone; any ex parte communication they have had about the requested rezone since the date of the application on May 25, 2020; and whether they are prepared to listen to all of the testimony and consider all of the evidence presented before making up their mind about the matter.

Councilmember Fox reported nothing to disclose.

Councilmember Paulsen reported nothing to disclose.

Councilmember Lebowsky reported nothing to disclose.

Councilmember Stober reported nothing to disclose.

Councilmember Hansen reported nothing to disclose.

Mayor McEnerny-Ogle reported nothing to disclose.

The hearing was opened to all members of the public present on the video conference or on the phone to provide any testimony regarding any of the Council's Appearance of Fairness disclosures. No testimony was received.

Bryan Snodgrass, Principal Planner, provided an overview of the proposed zoning redesignation.

Councilmember Stober asked when the urban high density designation was adopted for the parcel. Mr. Snodgrass stated that was the County's designation at the time the parcel was annexed into the City at the most comparable zoning designation. Councilmember Stober also asked what the anticipated population of school age residents would be if the development was built as envisioned. Mr. Snodgrass stated the school district did not provide a specific number, but typically developments of this size increase school age population by very minimal amounts.

Councilmember Stober noted previous testimony by the applicant indicated they were making an attempt to purchase the corner lot. He asked what the zoning process would be if that purchase was completed in order to bring it into the development. Mr. Snodgrass stated the applicant could pursue a rezone of the lot or potentially develop only that parcel under the current R-18 zoning. Jayson Taylor, representing the applicant, stated he believes the applicant is no longer pursuing that corner property, but if it was purchased in the future, it would be developed under the R-18 zoning and four to five units could be added to the overall development.

Councilmember Stober asked why access along 72nd Street would be limited to emergency vehicles only. Mr. Snodgrass stated he believes it was proposed by the applicant and evaluated by City transportation staff.

Councilmember Stober stated he assumed this Comprehensive Plan designation has been in place for a long time and the Vancouver housing emergency was declared long after that, but he was not certain. City Manager Eric Holmes stated the property was brought into the city as part of the Van Mall North annexation in 2017 under the City's zoning designation that was equivalent to the County designation at the time. He stated the City declared a housing emergency, but primarily for Council to be able to access a specific voter-approved tax, which is very different from a declaration of a state of emergency like that the City is operating under for the COVID-19 pandemic.

Mayor McEnerny-Ogle opened public testimony and heard the following:

- LeAnne Bremer, representing the applicant, stated the parcel's prior zoning under the County was medium residential. She stated the Affordable Housing Task Force was in place prior to the property being annexed into the City, but the City's Strategic Plan was changed in 2018 to include a need for providing a range of housing options, which the developer believes would be accomplished by this project.
- Travis Johnson, PLS Engineering, representing the applicant, explained the emergency access on the west side of the property was recommended by City transportation staff, as it is in close proximity to 63rd Street. City staff thought it would not be safe nor necessary to have public access at that point.
- Jayson Taylor, PLS Engineering, provided details about the site and proposed development features pertaining to stormwater infrastructure, proposed landscaping and buffers.

Mr. Snodgrass confirmed for Council that the Clark County Urban High Density zoning designation of the parcel prior to annexation into the city existed as far back as 2007.

Councilmember Fox stated her biggest concern is how consistent the proposed R-30 zoning would be with the Comprehensive Plan and Strategic Plan and with the surrounding neighborhood.

Motion by Councilmember Fox, seconded by Councilmember Paulsen to consider approval of rezoning of the properties at 6115 NE 72nd Avenue, and 7215 and 7309 NE 63rd Street to an R-22 zoning designation.

Councilmember Paulsen stated he gives deference to the Planning Commission, but going from R-18 to R-30 is a considerable jump in density when looking at the surrounding area of this site, especially as it is transitioning down to a lower density. He stated the Council should strive to create transitional zones between changes in density.

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

Councilmember Hansen stated he would support the motion due to the same reasons stated by other Councilmembers.

Councilmember Stober stated he toured the site and noted the differences in elevations in property, the distances from other uses, and he feels like the proposed development could be integrated at the R-30 designation without significant impacts to the surrounding properties, and therefore he would not be supporting the motion.

Mayor McEnerny-Ogle stated she looked at this big jump in density and at

other areas zoned R-30 and noted the concentrated transit, walkability, access to grocery stores, and other amenities in those areas. She stated she would support the motion.

Mr. Young stated that procedurally, if Council would like to consider the rezone at a designation other than the proposed R-30, Council would need to return the item to staff with that direction so the SEPA process could be repeated at the R-22 zoning. He stated the Council does not have the enacting documents for an R-22 designation before them at this hearing.

Mr. Holmes noted the action would also require a second first reading and second reading once it is returned to Council.

Motion to consider approval of rezoning the subject sites at the R-22 zoning designation approved 4-2. Councilmembers Lebowsky and Stober voted No. Item returned to staff to complete subject SEPA process prior to Council action on the rezone.

4. **Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities**

Staff Report 072-21

AN ORDINANCE further extending for an additional period of six months the moratorium first enacted by Ordinance No. M-4295, and extended by Ordinance No. M-4323, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to continue efforts to develop recommendations addressing the circumstances necessitating the moratorium; and establishing an effective date.

Summary

The current moratorium prohibits the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities until June 8, 2021. This provides time for work to continue on updates to the Strategic Plan, VCCV, Title 20 updates, and the drafting of a Climate Action Plan. This extension would keep the current moratorium in place until December 8, 2021.

Request: On Monday, May 17, 2021, subject to second reading and public hearing, approve the ordinance.

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

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

Aaron Lande, Policy and Program Manager, provided an overview of the request and remaining work plan.

Councilmember Paulsen asked whether staff anticipates needing an additional extension of the moratorium to complete the work. Mr. Lande stated it is his intent to bring back a policy for Council's action prior to extension of this latest extension, if Council approves it. Councilmember Paulsen stated his support for this extension is contingent on that timeline.

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

- Teresa Hardy, Vancouver, spoke in support of the moratorium extension.
- Megan Sarkissian, Ridgefield, Washington, spoke in support of the moratorium extension.
- Rebecca Ponzio, Seattle, Washington, representing the Washington Environmental Council, spoke in support of the moratorium extension.
- Den Mark Wichar, Vancouver, spoke in support of the moratorium extension.
- Anita Thomas, Vancouver, spoke in support of the moratorium extension.
- Diane Chan, Vancouver, spoke in support of the moratorium extension.
- Heidi Cody, Vancouver, spoke in support of the moratorium extension.
- Ryan Welch, Vancouver, spoke in support of the moratorium extension.
- Don Steinke, Vancouver, spoke in support of the moratorium extension.
- Alona Steinke, Vancouver, spoke in support of the moratorium extension.
- Jean Avery, Vancouver, spoke in support of the moratorium extension.
- Monica Zazueta, Vancouver, spoke in support of the moratorium extension.
- Mark Leed, Vancouver, spoke in support of the moratorium extension.
- Miya Burke, Portland, Oregon, representing Columbia Riverkeeper, spoke in support of the moratorium extension.
- Cathryn Chudy, Vancouver, spoke in support of the moratorium extension.
- Dan Serres, Portland, Oregon, representing Columbia Riverkeeper, spoke in support of the moratorium extension.

- Tracy Ceravolo, Ridgefield, Washington, spoke in support of the moratorium extension.
- Caroline Ceravolo, Ridgefield, Washington, spoke in support of the moratorium extension.
- Caleb Ceravolo, Ridgefield, Washington, spoke in support of the moratorium extension.
- Michel Maupoux, Vancouver, spoke in support of the moratorium extension.
- Genevieve Fisher, Vancouver, representing The Minority Coalition, spoke in support of the moratorium extension.
- Kate Murphy, Portland, Oregon, representing Columbia Riverkeeper, spoke in support of the moratorium extension.
- Stan Freidberg, Vancouver, spoke in support of the moratorium extension.
- Ryan Tabor, spoke in support of the moratorium extension.

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

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to approve Ordinance M-4335.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

a. Interstate Bridge Replacement (IBR) Project Update

Frank Green, IBR Assistant Program Administrator, and Chris Regan, IBR Environmental Manager, provided Council with an update on the Interstate Bridge Replacement Project.

b. Unfreezing Positions

City Manager Eric Holmes updated Council on a proposal to unfreeze and

immediately recruit for twenty vacant City positions that were frozen at the beginning of the pandemic upon approval of the first supplemental budget for 2021 to be considered by Council in June.

Adjournment

10:14 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

5/17 City Council Workshop Comments

Maren L. Calvert, on behalf of the English Estate Winery

The Growth Management Act requires City Council to consider all development proposals in the context of – and make sure they are consistent with – the City’s Comprehensive Plan. Because the Section 30 Subarea Plan is part of Vancouver’s Comprehensive Plan, tonight, I will quote several portions of it which demonstrate HP’s proposed development is not ready for a vote.

The City has been laboring for over a decade to coordinate the annexation and development of Section 30. In doing so, the City was very careful to involve the public in the planning process. Documenting that effort, the purpose of the Section 30 Subarea Plan is twofold: it (1) outlines the Section 30 vision and concept plan, and (2) it **“recognizes and respects existing property owner development agreements.”**¹ The Plan expressly recognizes that creating reality from its vision **“must be based on realistic principles that encompass the needs of the city, property owners and adjoining neighbors.”**²

In that vein, the Plan identifies certain properties with **“unique existing uses that plan to remain”**³ and calls them “key properties.”⁴

- The English Winery has a development agreement with the City and is one of those key properties.

In fact, the Subarea Plan explains the English Winery will **“create opportunities for growth and transformation in the future.”**⁵ Furthermore, the Plan says: **“retention of a small vineyard on the site is important to the character of the overall development and provides an aesthetic amenity to the community.”**⁶

The vision for Section 30 expressly recognizes the…… **“benefit[s] from”** convenient shopping, recreation, walking on trails **“and the amenities of interesting vistas, public plazas, and green spaces that promote a healthy, prosperous economy and lifestyle.”**⁷

Page 34 expressly requires developers to consider topography and elevations, noting that tall berms along property lines **“will detract from the overall development potential...because [they] will obscure sight lines....”**⁸

¹ See City of Vancouver, Section 30 Urban Employment Center, dated 10/5/2009, p. 1 (“Section 30 Subarea Plan” or the “Plan”), available at: https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/page/1415/section30.pdf, accessed on 5/17/2021.

² Page 17

³ Page 18

⁴ Page 5

⁵ Page 22

⁶ Page 23

⁷ Page 17

⁸ Page 34 (sentence continues...” impair internal connectivity, and segregate land uses. That outcome would be inconsistent with this plan.”)

Thus, the Section 30 plan is replete with references to sightlines and vistas for all portions of the Section 30 property. Its protections are not limited to Mt. Hood views, as claimed.

The Section 30 Plan explicitly recognizes the aesthetic value of the English Winery and acknowledges its “retention...**is important.**”⁹

Land Use Policy 21 in the Plan, requires master plans to “[e]ncourage the preservation and economic vitality of the English Vineyard and Winery.”

(Urban Design) UD-13¹⁰ and (Grade Elevation) GE-1,¹¹ as mentioned in our previous written submission, require developers to analyze building orientation and impacts on adjacent properties.

- UD – 1 **Ensure compatibility between different land uses through careful site design.**¹²
- UD – 2 **Recognize existing uses that will not redevelop in the foreseeable future, and provide adequate screening for new development where appropriate.**
- MS – 3 Require a master plan development approach that supports development of all properties by **ensuring compatible development, appropriate buffers or screening**, transitional grades, efficient extension of public utility services, and effective transportation and pedestrian connectivity.

Compliance with these policies is not optional. Master plan policy MS – 2 directs use of the master planning process **to ensure development is consistent with the goals and policies of the Subarea Plan.**¹³

Compliance with these policies is important because, “[f]ailure to coordinate” elevations and grades in Section 30 “**may work for one or two property owners to maximize short-term return, but the long term cost in lost potential for the entire subarea will be substantial.**”¹⁴ Development must “**be fair to all**”¹⁵ and “[c]ooperation between property owners will be a **most important determinate...**” of success.¹⁶

⁹ Page 23

¹⁰ “**Site design should orient building entrances to street frontages, pedestrian ways or plazas in a manner consistent with an overall project concept and complementary with the approach to building orientation in adjacent development.**”

¹¹ “**Master Plans for individual developments should include analysis of grade transitions on development sites and potential impacts on adjacent properties.**”

¹² Page 31

¹³ Page 30 (“Use master planning to direct development proposals over time, consistent with the goals and policies of this plan.”); *see also* Page 65 (“These words must take the form of action to realize the vision and policies of Section 30.”)

¹⁴ Page 34

¹⁵ Page 29

¹⁶ Page 65 (sentence continues with “in the creation of quality urban communities and economic success of any pursued ventures.”)

The English Winery is attempting to cooperate. The Winery is NOT opposing the HP development outright. HP is an important and valued community partner. But cooperation is a two way street.

HP's proposed buildings, in their current location and orientation threaten the economic vitality of the English Winery. HP's Master Plan does not acknowledge this or consider options to mitigate its harms. For these reasons, HP's Master Plan does not meet the requirements of the City's Comprehensive Plan and HP should be required to go back to the Planning Commission to accomplish the mandatory analyses.

HP's development should not be allowed to harm the economic vitality of the English Estate Winery.

Thank you for your time.

Maren L. Calvert
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(360) 597-0978 Dir Tel & Fax

May 13, 2021

VIA EMAIL: mark.person@cityofvancouver.us

Mayor Anne McEnerny-Ogle
City Council
City of Vancouver
Attn: Mark Person
Community Development
PO Box 9810
Vancouver, WA 98660-9810

**Re: HP Master Plan – Section 30 – PRJ-165336/LUP-79900
Letter Opposing Application as Drafted**

Dear Mayor McEnerny-Ogle and City Council:

We represent English Farm, LLC, the owner of real property located at 17806 SE 1st Street, Vancouver, Washington 98684, adjacent to and southwest of the proposed HP Section 30 development.¹ The English Estate Winery (the “English Winery”) operates on that property. We write in opposition to the pending HP Master Plan land use application submitted by JLL and HP, Inc., the property owner of Parcels 176376000, 176416000, 176417000, 176424000, 176380000, 176387000 and 176374000 in the City of Vancouver.

The English Winery does not oppose the HP development outright. To the contrary, the Winery recognizes HP’s long-time presence in and contributions to the community. The Winery is excited about the benefits and improvements HP can bring to the community. HP’s Master Plan, though, is not ready for prime time and, contrary to the City’s Staff Report 073-21, is not ready for a City Council vote.²

VMC chapter 20.690

The City’s Staff Report 073-21 does not substantively analyze whether HP’s application meets the Section 30 Subarea master plan requirements. Instead, it relies on the 4/1/2021 Staff Report, issued in preparation for the Planning Commission’s 4/13/2021 hearing on the HP Master Plan.

¹ See Attachment 1, Jennifer English Wallenberg’s Testimony for Vancouver City Council, map at p. 4 (hereinafter “Wallenberg Testimony”).

² See <https://vancouvercity.novusagenda.com/agendapublic/CoverSheet.aspx?ItemID=1924&MeetingID=232>, accessed on 5/11/2021.

The 4/1 Staff Report properly identified VMC chapter 20.690 as an applicable regulation governing the development of the HP property.³ It did not, however, explain that the explicitly stated purpose of the Section 30 Subarea Plan is to “**maintain and enhance property values...and ensure that each development or project fits with its neighbors** and within the Subarea.” VMC 20.690.010 (emphasis added).⁴

As proposed, the HP development will decrease (and potentially destroy) the English Winery’s property values as a grape- and wine-producing winery. HP’s Master Plan does not meet the purpose of chapter 20.690, because it does not explain whether or how its proposed development “fits” with its neighbors.

The 4/1 Staff Report also does not explain that VMC 20.690.050.B requires a Section 30 Subarea master plan analyze “**impacts [of the proposed development] to the adjacent properties and mitigation proposed**” to relieve those impacts. (Emphasis added).⁵ As explained below, the HP Master Plan does not satisfy this requirement.

HP’s failure to address these mandatory items in VMC chapter 20.690 is not a minor oversight. These omissions violate state law and the City’s Comprehensive Plan and cannot be overlooked.

Growth Management Act and Comprehensive Plan

Washington’s Growth Management Act (the “GMA”) requires all land use applications in the City of Vancouver to be reviewed in the context of and to be consistent with the City of Vancouver Comprehensive Plan. *See* RCW 36.70A.120. The GMA authorizes the City to enact subarea plans as part of its comprehensive planning process. *See* RCW 36.70A.080(2). The City recognizes and utilizes this authority, explaining: “[t]he adoption and incorporation of subarea plans into the Comprehensive Plan **adds greater detail, guidance and predictability to future development.**”⁶

Subarea plans – such as the Section 30 Urban Employment Center – are part of and are incorporated into the City of Vancouver’s Comprehensive Plan by reference.⁷ Consequently, the City is obligated by state law and City Code to consider and address the requirements of the Section 30 Subarea Plan *in addition to* the provisions of VMC chapter 20.690.

³ *See* 4/1 Staff Report at p. 6.

⁴ The 4/1 Staff Report does not mention this section of the City Code.

⁵ *See also* VMC 20.690.060.A (“To fully realize future development opportunities, **thoughtful placement of initial buildings** and parking areas **is essential.**”) (Emphasis added). The 4/1 Staff Report does not address this section of City Code.

⁶ *See* <https://www.cityofvancouver.us/ced/page/subarea-and-action-plans>, accessed on 5/10/2021 (emphasis added).

⁷ *See* City of Vancouver Comprehensive Plan 2011-2030, at p. ii (Comprehensive “Plan policies are implemented through subarea plans and provisions of the Vancouver Municipal Code and other local standards”) and p. 1-7 (Identifying the Section 30 and other subarea plans and stating: “These subarea plans are adopted as part of the Comprehensive Plan by reference.”). The City’s Comprehensive Plan is available at: https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/page/874/vancouver_comprehensive_plan_2011-2030_2018_update1.pdf, accessed on 5/10/2021. *See also* Ordinance No M-3930 (adopting the Section 30 Subarea Plan “as part of the Comprehensive Plan”), a copy of which is attached to Ms. Bragar’s Letter at Attachment 1, pp. 2, 3-4, 6, 33.

Section 30 Subarea Plan

The Section 30 Subarea Plan identifies the English Vineyard and Winery as a “key existing property and use” adjacent to Section 30, that “contribute[s] to the character and the economic base of Section 30.”⁸ The Subarea Plan recognizes the “unique commercial agriculture enterprise” of the English Winery, and acknowledges the “jobs, retail trade and aesthetic contribution” the Winery brings to the City.⁹ In fact, the Section 30 Subarea Plan mentions the Winery no less than 14 times. The Section 30 Subarea Plan expressly establishes a “special” section of Land Use Policies specifically designed to protect the **English Vineyard and Winery**:

LU – 21 **Encourage the preservation and economic vitality of the English Vineyard and Winery.**

LU – 22 Establish guidelines and standards to **reduce possible agriculture impacts** to adjacent residences.¹⁰

HP’s Master Plan and the City’s 4/1 Staff Report to the Planning Commission fail to mention – let alone analyze or consider – these land use policies. In fact, HP’s Section 30 Master Plan Compliance Matrix expressly says these land use policies are “not applicable.”

Even if the English Winery were not explicitly protected in the Section 30 Subarea Plan, the following more general urban design and grading/elevation policies in the Subarea Plan would still apply:

UD - 13 Site design should orient building entrances to street frontages, pedestrian ways or plazas in a manner consistent with an overall project concept and **complementary with the approach to building orientation in adjacent development**.¹¹

GE - 1 Master Plans for individual developments should include analysis of grade transitions on development sites and **potential impacts on adjacent properties**.¹²

⁸ See City of Vancouver, Section 30 Urban Employment Center, dated 10/5/2009, pp. 5 & 13 (“Section 30 Subarea Plan”), available at:

https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/page/1415/section30.pdf, accessed on 5/10/2021.

⁹ *Id.* at p. 13.

¹⁰ *Id.* at p. 28 (emphases added).

¹¹ *Id.* at p. 32 (emphasis added). See also VMC 20.690.060.A (“To fully realize future development opportunities, thoughtful placement of initial buildings and parking areas is essential.”). HP’s Compliance Matrix indicates this policy is addressed in section 2.3 of the Master Plan, but section 2.3 does not address building orientation and the impact of those buildings on the English Winery.

¹² Section 30 Subarea Plan at p. 35 (emphasis added). The elevation difference between the proposed HP development and the vineyard is roughly 42 feet. HP’s Compliance Matrix indicates this policy is addressed in section 2.2 of the Master Plan; section 2.2 admits the English Winery property is at a different elevation but does not address potential impacts of the development on the Winery.

HP's Master Plan and the City's 4/1 Staff Report fail to mention – let alone analyze or consider – these policies either.

In response to the English Winery's objections about the impact of the proposed HP development, HP's attorney, Ms. Bragar attempts to reassure City Council by claiming any impact on the Winery would be insignificant.¹³ There are several reasons City Council should not feel reassured.

First, City Code requires HP's master plan to address the issues outlined above. HP's Master Plan does not. Ms. Bragar's Letter does not change that fact. Second, Ms. Bragar's Letter does not identify or discuss any of the four Comprehensive Plan policies listed above. Approving HP's Master Plan in its current form, without considering express Section 30 Subarea Plan policies, would violate the GMA and constitute reversible error. Third, Ms. Bragar's Letter does not consider the English Winery's vested right to continue grape growing, wine producing and event-hosting, under its Development Agreement with the City.

English Family Development Agreement

In 2007, the City Council passed Resolution No. M-3645, approving a pre-annexation Development Agreement between the Carl English Family and the City of Vancouver. The Resolution stated: "the City and the owner wish to provide increased predictability to both parties" regarding Section 30 land use planning and wanted to ensure "vested winery-related uses can continue on the [English Winery] property."¹⁴

In the Development Agreement, the City expressly agreed the English Winery "shall be allowed" to continue growing grapes, producing wine, hosting events (and other listed activities) notwithstanding any future development in Section 30, until the English family decides to abandon such uses.¹⁵

Two years later, the City reaffirmed that promise in 2009 when it required all Section 30 master plans to preserve the "economic vitality of the English Vineyard and Winery" and to meet guidelines and standards to "reduce possible agriculture impacts."

The City is required by its contractual obligations in the Development Agreement and the express land use policies in the Section 30 Subarea Plan to preserve and protect the economic vitality of the English Winery – or at a minimum, the City must at least

¹³ Applicant's Response to Additional Public Comments letter written by Jennifer Bragar to Mayor McEnerny-Ogle and City Council, dated 5/4/2021 ("Ms. Bragar's Letter").

¹⁴ See *id.*, Attachment 6, p. 12.

¹⁵ See *id.*, Attachment 6, p. 13, ¶3.

consider whether HP's proposed Section 30 master plan hinders the Winery's ability to continue operating.¹⁶ Failing to do so would be reversible error.¹⁷

Impact of HP's Proposed Buildings on English Winery

HP proposes to build 1.5 million square feet of buildings up to 93 feet tall, some of which are 436 feet long and/or 124 feet wide. Ms. Bragar asserts these buildings will have an insignificant impact on the English Winery because the Winery can simply build taller buildings or could sell its land and move. These arguments miss the point.

The English Winery is more than just a tasting room with a view. As explained in the enclosed Historic Inventory Report by the Washington Department of Archaeology & Historic Preservation (DAHP), "[t]he extended period of agricultural use by one family exhibited at the English Farm makes it a unique resource in Clark County."¹⁸ It is the birthplace and childhood home of "noted botanist and landscape architect Carl S. English, Jr."¹⁹ The Winery preserves and continues to utilize several historical buildings and landscape features that are representative of nineteenth century family farms that were once ubiquitous in Clark County. DAHP recommends the Winery be included on the National Register of Historic Places.²⁰ Installing a multi-story modern view tower on this property would drastically diminish its historic value.

Furthermore, the English Winery grows 100% of the grapes it uses to produce its wines. Those grapes depend on proper wind and sun to grow.

Winds from the northeast – precisely the location HP plans to build 1.5 million square feet of buildings – are critical to the terroir and disease-prevention strategy of English Winery's vineyard. Buildings of the size, height, and orientation HP proposes are likely to obstruct or change wind patterns, producing "eddies" which significantly alter wind speed and direction. As the enclosed Wallenberg Testimony reveals, the impact of those changes may be substantial on the English Winery. Eddies may change grape-growing patterns and, if the wind is mostly or entirely blocked, the Winery will be subject to increasing risk of grape diseases.²¹

¹⁶ See RCW 36.70A.040 (city "[d]evelopment regulations must implement comprehensive plans"); RCW 36.70A.120 (each city that creates a comprehensive plan under the GMA, "shall perform its activities...in conformity with its comprehensive plan"); *1000 Friends of Wash. v. McFarland*, 159 Wn.2d 165, 180, 149 P.3d 616, 625 (2006) ("By both explicit goal and by structure, the GMA seeks coordinated planning.").

¹⁷ See *Keystone Dev. v. City of Seattle*, No. 35882-1-I, 1996 Wash. App. LEXIS 360, at *1 (Ct. App. Sep. 9, 1996) (reversing summary judgment in favor of the city because development agreement was an enforceable contract); RCW 36.70A.020 (GMA comprehensive planning goals include (6) protecting property rights from arbitrary and discriminatory actions; (8) maintaining and enhancing agricultural industries, encouraging conservation of "productive agricultural lands, and discourag[ing] incompatible uses"); *City of Redmond v. Cent. Puget Sound Growth Mgmt. Hearings Bd.*, 136 Wn.2d 38, 59, 959 P.2d 1091, 1099 (1998) (reversing decision that frustrated the stated purposes of the GMA).

¹⁸ Attachment 2.

¹⁹ *Id.*

²⁰ *Id.*

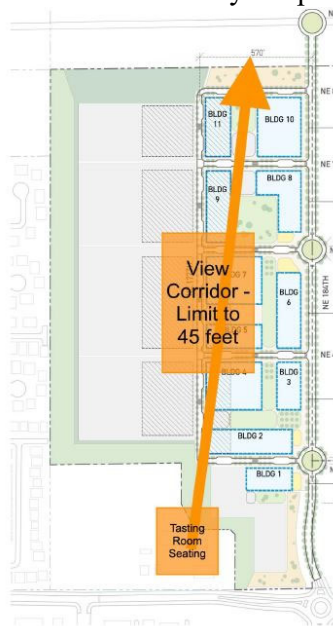
²¹ See Attachment 1.

HP's Master Plan does not consider any of these concerns, in violation of VMC 20.690.050.B (which requires Section 30 masters plan to analyze the impacts of proposed developments on adjacent properties).²² HP should be required to provide a rendering of the wind eddies and windflow blockages that will occur, with and without the HP buildings present. Such an analysis should depict wind vectors to show any alteration in velocity (direction and speed), across the English Winery property. HP should then propose mitigation measures for any damage its proposed development will cause, as required by section VMC 20.690.050.B.

HP should also be required to provide its morning shadowcast projections (sunrise to solar noon) on the first day of spring, first day of summer, and first day of fall. If the buildings block proper access to sunlight, they obviously will interfere with the English Winery's grape and wine production.²³ HP should also provide mitigation plans to remedy any such harms.

If the buildings are made of exterior reflective material, they might also cause the English Winery's grapes to sunburn. If HP's proposed buildings will increase the chance of sunburning the Winery's grapes, HP should modify its exterior finish plans or propose some other mitigation effort.

Finally, HP cannot deny the orientation of HP's proposed buildings will significantly block the English Winery's view of Mount St. Helens and the surrounding area. The surroundings, views, history, ambience, culture, and natural beauty of a winery is an important part of a wine consumer's experience. As the picture below demonstrates, the open space and mountain views that currently exist from the English Winery will be all but obliterated by the proposed development.



²² See also VMC 20.690.060.A (acknowledging thoughtful building placement is crucial); Section 30 Subarea Plan policy UD-13 (requiring all master plans to ensure buildings are oriented to complement adjacent developments).

²³ Prolonged shadowcast will cause prolonged dew (leaf wetness), cooler temperatures, and higher potential for disease – all of which change the flavor profile and health of grapes.



HP is aware that mountain views are important and has promised to take them into consideration for residential neighbors to the west.²⁴ Ms. Bragar and the Assistant City Attorney argue that because residential views are expressly protected in Design Guideline A.6.1.a, which mentions residential views of Mt. Hood areas but does not mention the English Winery or Mt. St. Helens, mountain views at the English Winery are expressly excluded from protection.²⁵ These conclusions are incorrect.

As explained above, Section 30 Subarea Plan land use policy LU-21 expressly encourages and preserves the economic vitality of the English Winery. **Period.** HP and the City cannot interpret the Design Guideline A.6.1.a in a manner that frustrates the express language of this policy. Nor can HP or the City reasonably argue mountain views do not affect the economic vitality of a consumer/retail business. As the attached opinion from Dr. Stephen S. Meharg, a Certified Specialist of Wine, explains the impacts of the loss of ambience and mountain views from the English Winery will be substantial.²⁶

Ms. Bragar and the Assistant City Attorney also base their opinions on the lack of building height limits for ECX zoned properties in Section 30.²⁷ This is a mistake. The English Winery is not objecting to the height of the buildings per se – but rather the orientation of HP’s proposed buildings and the impact they will have on adjacent properties. These considerations are express requirements and limitations on all

²⁴ HP Greenfield Master Plan, November 3, 2020, at p. 8 (“HP Master Plan”), available at: https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/project/48641/01_master_plan_narrative.pdf, accessed on 5/10/2021.

²⁵ Ms. Bragar’s Letter, p. 3; David A. Glazin, Ass’t City Attorney, Legal Memo re HP Master Plan, 5/11/2021, p. 2. Ms. Bragar also erroneously assumed the Schwabe firm represented the English Winery during the 7/15/2009 Planning Commission hearing. *See* Ms. Bragar’s Letter, p. 4. In fact, the Schwabe firm represented some of the English family members on unrelated matters in 2009, but it did not represent English Farm LLC or the English Estate Winery at the 7/14/2009 Planning Commission hearing.

²⁶ *See* Attachment 3. The English Winery does not bear the burden of demonstrating potential harm to its property and economic vitality from the proposed HP buildings, “The applicant bears the burden of complying fully with applicable land use requirements.” *Friends of the Law v. King Cnty*, 123 Wn.2d 518, 529, 869 P.2d 1056, 1062 (1994) (citation omitted).

²⁷ Ms. Bragar’s Letter at p. 5; Assistant City Attorney Legal Memo at pp. 2-3.

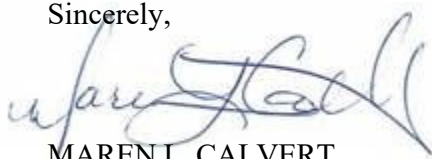
Section 30 Subarea master plans. *See* VMC 20.690.010, -050.B, and -.060.A; Section 30 Subarea Plan policies LU-21, LU-22, UD-13, and GE-1.

In short, HP's proposed buildings present a real risk to English Winery's ability to continue its low-intervention grape farming practices and winery operations, in ways that HP and the City have not even considered. HP's Master Plan does not meet the basic statutory requirements of VMC chapter 20.690 and completely ignores the express policies of the Section 30 Subarea Plan.

Accordingly, the English Winery respectfully requests the City Council refer the HP Master Plan back to the Planning Commission to require the applicant to revise its Master Plan; produce the analyses outlined above; analyze the impact of the orientation of its buildings on the surrounding properties (including the English Winery); and demonstrate its compliance with VMC 20.690.010, -050.B, and -.060.A and Section 30 Subarea Plan policies LU-21, LU-22, UD-13, and GE-1.

Thank you for your time and attention to this important matter.

Sincerely,



MAREN L. CALVERT

Attachments:

1. Jennifer English Wallenberg's Testimony for Vancouver City Council
2. Washington Department of Archaeology & Historic Preservation (DAHP), Historic Inventory Report
3. Dr. Stephen S. Meharg's Letter

cc: Stephen W. Horenstein
Jennifer English Wallenberg

Testimony for Vancouver City Council

Regarding the HP Master Plan for Section 30 – May 17, 2021

Jennifer English Wallenberg, English Farm

Potential Impact of Above-Grade Buildings on Vineyard Health

I am writing today to again direct Council's attention to Land Use Policy LU-21 in the Section 30 Subarea Plan: "Encourage the preservation and economic vitality of the English Vineyard and Winery".

The buildings depicted on page 36 of the HP Master Plan have the potential to cause changes to wind speed and direction that could negatively impact our ability to continue our low-intervention farming methods.

We are blessed at English Estate with gravel-rich soil that is ideal for grapevines, in addition to variable winds from all directions. This unique set of conditions allow us to produce award winning wines from our vineyards with minimal intervention. We do not irrigate the vineyard. We cut weeds by hand and do not use herbicides. To combat powdery mildew, a threat to vineyards worldwide, we use pruning techniques and spray only organic materials when necessary.

We live here, and so do our neighbors. These practices are critical to us. We strongly urge the Council to require any above grade building in the vicinity of the vineyard to be reviewed for its effects on the microclimate in the area, particularly with respect to wind.

In [Understanding Wind, an Underappreciated Part of Wine](#), Roger Morris states: "Whether a gentle breeze or howling tempest, wind is generally an underappreciated part of a vineyard's terroir. Unlike soil, sun and location, you can't see wind. Yet, winds are very important to the quality and quantity of the wine."

The effects of wind in a vineyard vary by the time of year. In Spring, air movement can prevent bud-killing pockets of frost. In summer, winds can dry leaves after rain, reducing the growth of damaging mildews. At the end of the season, when long, slow ripening is desired, winds lower air temperatures, allowing flavors to develop before sugar and pH values grow too high.¹

On April 23rd, Bree Stock, Certified Master of Wine, Director of Education for the Oregon Wine Board and a consultant for the Northwest Wine Coalition, visited English Estate for the first time on her way to PDX. Seeing first-hand the potential building footprints to the North of us, she asked if I had considered potential wind interference and its consequences on our ability to continue our low-intervention, organic farming practices.

¹ [Understanding Wind, an Underappreciated Part of Wine](#), Wine Enthusiast, May 14, 2020.

At Ms. Stock's urging, I decided to look more closely into the issues. I reached out to Michelle Moyer, the Statewide Viticulture Extension Specialist for Washington State University and Greg Jones, Director of the Evenstad Center for Wine Education and a Professor of Environmental Studies at Linfield College.

Dr. Jones concurred that tall buildings would impact the climate generally in the area. He was most concerned about potential impacts from buildings 1 and 2 and suggested I find historical wind data to gauge any potential impacts. On his advice, I reached out to the Office of the Washington State Climatologist.

Ms. Moyer explained: "... as a general statement, a building will either obstruct or change wind — often producing "eddies" which significantly alter wind velocity. A lot of this alteration is related to wind direction (which, even if you have a typical direction, the impact will change as wind direction changes). So if it is obstructing your windflow such that the wind is blocked, that would potentially increase disease pressure at the site."

I asked Dr. Moyer to review this document. Her response: "While I can't be in 'agreement' from a legal perspective (since I've only had a chance to look at what you have presented), I do think that you have done a good job at presenting potential impacts. I especially enjoyed the wind direction data table, which highlights how different wind direction impacts things like relative humidity (which in turn, has a major impact on disease pressure)."

The below illustration² illustrates some fundamentals:

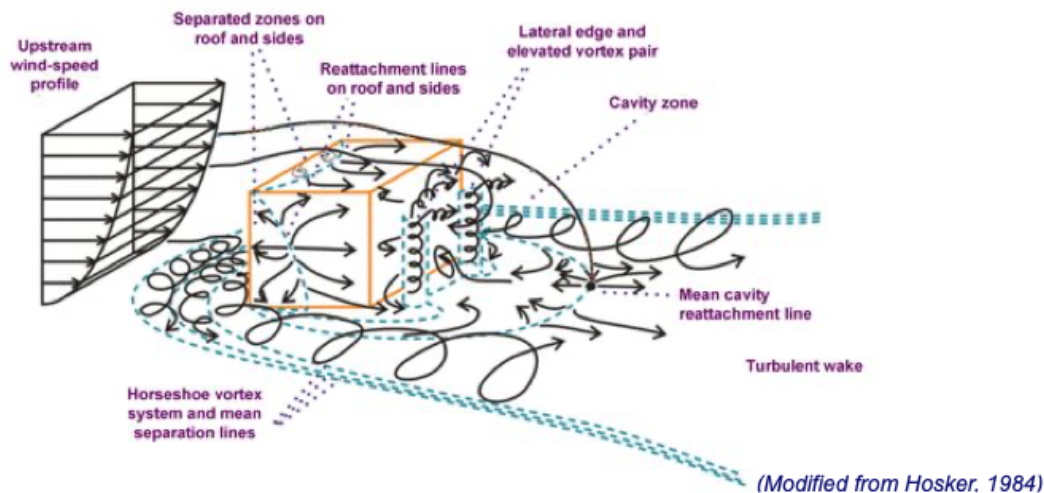
- wind speed increases at higher elevations. Tall buildings "catch" winds and transmit them up, down, and around the building, causing potential disruption to pedestrians near the building.
- remaining winds are catapulted over the building, creating a Quiet zone and a Wake zone on the leeward side.

² Bert Blocken: [Urban Physics: towards sustainable buildings and cities](#)

BASIC RESEARCH

1. ASSESSMENT METHODS

Bluff body aerodynamics is very complex.



Determining real-world effects of tall buildings is complex. To estimate the extent of the Quiet and Wake zones, I refer to Brandle's³ work on windbreaks (regarding solid fences — much simpler structures).

- the Quiet zone occurs between the windbreak and roughly 8 times the height of the structure.
- from the Quiet zone, to roughly 20 times the height of the break, a turbulent Wake zone occurs.
- at about 30 times the height, winds return to normal.

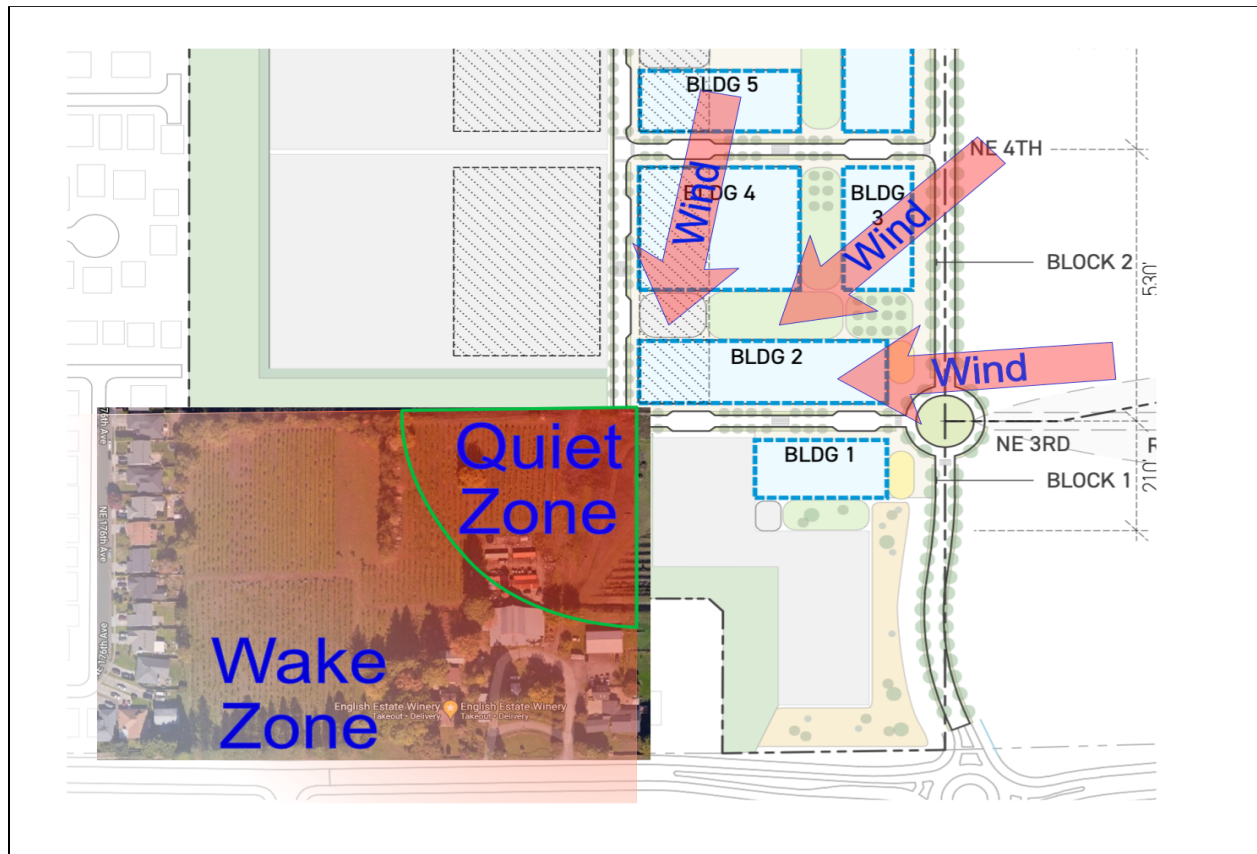
How does the above play out in the Section 30 Master Plan context?

The elevation difference between the proposed development and the vineyard is roughly 42 feet. I am using the building heights depicted on page 36 of the HP Section 30 Master Plan and estimating wind impacts based *only on the portion of the building that extends above the vineyard*. For this discussion, I am concerned only with winds approaching **from** the Northeast Quadrant (0 to 90 degrees on a compass).

³ Brandle, J.R., J. Tyndal, R.A. Sudmeyer, and L. Hodges (2009) [Windbreak Practices](#). In: Garrett, H.E., W.J. Rietveld, and R.F. Fisher (eds.) North American 5 Agroforestry: An Integrated Science and Practice, 2nd edition, American Society of Agronomy, Madison, WI

Building	Height <u>Above</u> Grade	Quiet Zone	Wake Zone
Bldg 1	30 feet	240 feet	900 feet
Bldg 2	51 feet	408 feet	1530 feet

When winds are from the Northeast quadrant, all of the vineyards fall in either the Quiet or the Wake zone of these two buildings. It is worth noting that increased disease pressure in one area of the vineyard is a threat to the entire vineyard since mildew reproduction is exponential.



For historical wind data, I chose a dataset from [Visual Crossing](#), which triangulates data from Portland International Airport, Pearson Airport, and Troutdale Airport to provide hourly observations that approximate winds at English Estate between March 1, 2010 and May 5, 2021. I asked the Office of the Washington State Climatologist if this dataset was a reasonable one to use for this area. They concurred.

Winds originating from the Northeast quadrant account for 26% of wind activity in this area. Each type of wind has unique characteristics, all of which contribute to the vineyard's health and terroir.

The table below illustrates this with a snapshot of data from a single day. The wind in the morning is from the Northwest quadrant (270–360 degrees). As temperatures rise, humidity starts to decrease. The primary enemy of a vineyard in this area is powdery mildew. Since it thrives in humid environments, lowering it is critical.

The orange band represents a shift to winds coming from the North and then East. In less than two hours, humidity is cut in half, and the heat index drops accordingly. Respites from heat late in the growing season are critical to slow sugar accumulation, allowing time for flavor development in the grape berries during the ripening process. We depend on these intermittent cool winds for them.

Hour	Temp	Heat index	Heat difference	Wind Speed	Wind direction	Gust speed	Humidity
9/7 9:00	66.3			4.4	286		69.23
9/7 10:00	70.1			2.1	299		62.34
9/7 11:00	73.6			4.3	287		54.73
9/7 12:00	76.7			9.2	307		49.68
9/7 13:00	80.8	80.8	0	8.1	316		43.24
9/7 14:00	84.3	83.5	-0.8	7.6	323		39.36
9/7 15:00	87.2	86.1	-1.1	4.7	330		36.86
9/7 16:00	90.2	88.4	-1.8	7.5	6		31.2
9/7 17:00	88.6	84.9	-3.7	23.8	88	33.3	17.69
9/7 18:00	84.7	81.8	-2.9	28.4	88	38.5	19.62
9/7 19:00	81.2	79.4	-1.8	28.4	94	42.4	20.6

Buildings depicted in the Master Plan present a real risk to our ability to continue our low-intervention farming practices. Given that 100% of our fruit is grown here, we ask that buildings above grade be studied for their potential impacts on the vineyards and the conclusions included in the Master Plan.

Additional References

[The Effect of Wind](#), Heidrun Jagoutz, Hessian Agency for Nature Conservation, Environment and Geology. Discusses the importance of wind for vineyards in the Rheingau region of Germany.

The [Effect of Wind on the Performance of the grapevine](#) discusses the complexity of wind's influence in the vineyard and the design of windbreaks.

Regarding Urban Buildings and Wind

It seemed clear to me that disrupting wind could be a problem, but I needed to educate myself about building aerodynamics. I was able to find a series of [lectures by Bert Blocken](#) (Department of the Built Environment at the Eindhoven University of Technology in The Netherlands and the Department of Civil Engineering at Leuven University in Belgium).



Historic Inventory Report

Location

Field Site No. HR-2

DAHP No.

Historic Name: English Farm

Common Name: English Estate Winery

Property Address: 17806 SE 1st St, Vancouver, WA 98684

Comments:

Tax No./Parcel No. 176382000

Plat/Block/Lot #19 SEC 30 T2NR3EWM 1A

Acreage 1.0

Supplemental Map(s)

Township/Range/EW	Section	1/4 Sec	1/4 1/4 Sec	County	Quadrangle
T02R03E	30	SW		Clark	CAMAS

Coordinate Reference

Easting: 1131344

Northing: 111508

Projection: Washington State Plane South

Datum: HARN (feet)

Identification

Survey Name: City of Vancouver SE 1st Street: 164th Avenue to 192nd Avenue Improvements Project

Date Recorded: 11/12/2013

Field Recorder: Andrea Blaser

Owner's Name: Jennifer English Wallenberg and Johan Jacob Freder

Owner Address: 17806 SE 1st Street

City: Vancouver

State: Washington

Zip: 98684

Classification: Building

Resource Status:

Comments:

Survey/Inventory

Within a District? No

Contributing?

National Register:

Local District:

National Register District/Thematic Nomination Name:

Eligibility Status: Not Determined - SHPO

Determination Date: 1/1/0001

Determination Comments:



Historic Inventory Report

Attachment 2
page 2

Description

Historic Use: Agriculture/Subsistence - Farmstead

Plan: L-Shape

Stories: 2

Changes to Plan: Slight

Changes to Original Cladding: Slight

Changes to Other: Unknown

Other (specify):

Style:

Other - Eclectic/Mixed

Cladding:

Veneer - Stucco

Roof Type:

Hip - Cross Hipped

Roof Material:

Asphalt / Composition -
Shingle

Foundation:

Concrete - Poured

Form/Type:

Single Family

Narrative

Study Unit

Agriculture

Other

Date of Construction:

1917 Built Date

Builder: English, Carl S.

Engineer: N/A

Architect: Unknown

Property appears to meet criteria for the National Register of Historic Places: Yes

Property is located in a potential historic district (National and/or local): No

Property potentially contributes to a historic district (National and/or local): No

**Statement of
Significance:**

The 1917 house at 17806 SE 1st Street is recommended to be eligible for listing in the National Register of Historic Places (NRHP). Constructed in an eclectic style that mixes Craftsman elements popularized during the early twentieth century with features reminiscent of rustic revival styles or Italian villas, the house anchors a farmstead resource that encompasses three contiguous land parcels; the land parcel on which the subject house is situated at 17806 SE 1st Street, a parcel to the north that is anchored by a 1915 barn at 17808 SE 1st Street, and a parcel to the east that is anchored by a circa 1931 house at 17908 SE 1st Street. These three land parcels, all of which are still owned by the English Family, account for approximately 12 acres of what was originally a 200 acre land tract purchased by Carl S. English in 1903 (Clark County Department of Assessment, Vancouver, Washington 1903: Deed Book 55:92). Carl, along with his children, wife Betah, and brother Jude, moved from Michigan to Washington in 1902 (Fairhurst 2008). The English family cleared the land of trees and stumps to plant prunes and potatoes, but when a 1916 ice storm destroyed the prune orchard, the focus of the farm quickly became potatoes (Fairhurst 2008; The Lynden Tribune 1916). Later pursuits undertaken by the family included dairying (circa 1930s), stock raising and Christmas tree cultivation (circa 1970s), and the planting of wine grapes beginning in 1980 (English Estate Winery 2014; U.S. Bureau of the Census 1930). The wine business is now the focus of the farm, which is currently referred to as English Estate Winery.



Historic Inventory Report

The extended period of agricultural use by one family exhibited at the English Farm makes it a unique resource in Clark County. This area of Washington was once dotted with farmsteads that, similar to the English Farm, were established during the late-nineteenth or early-twentieth centuries but have since been disappearing from the landscape due to a steady encroachment of commercial and residential development. Agricultural use of lands in Clark County was a major driver of the economy during the early- to mid-twentieth century and helped to shape the early appearance of communities throughout southwest Washington. The English Farm, with its 1917 house and 1915 barn in addition to 12 other buildings, structures, and objects, is highly representative of this broad pattern of history. It is also distinctive due to the eclectic styling of the 1917 house and the attributes of its surrounding landscaping elements, much of which was planted by the noted botanist and landscape architect Carl S. English, Jr. Born on the farm in 1905, Carl Jr. built a greenhouse on the property, the foundation of which has been re-purposed for use as a covered bocce ball court. He collected seeds from around the world to raise in the greenhouse, many of the resulting plants of which were placed around the 1917 house and along the southern boundary of the English Farm resource during the early- to mid-twentieth century (Jennifer English, personal communication 2014). Carl Jr. later lived in Portland, Oregon, and Seattle, Washington, where he was a commercial grower and contributed to efforts such as the publication of the 1947 *Rhododendron Yearbook* (The Oregonian 1947). His most noted work is the Carl S. English, Jr. Botanical Garden at the NRHP-listed Hiram M. Chittenden Locks in Seattle (Potter 1977). Carl Jr. started work on the garden in 1931, when he began his 43-year tenure as a first horticulturist for the Army Corps of Engineers at the locks (U.S. Army Corps of Engineers 2014). Over those 43 years he placed 573 species of plants in an area that was originally an open lawn, transforming it into a garden featuring both recognizable and rare specimens of plants, such as the eight dawn redwoods that Carl Jr. was able to plant from seeds acquired from China (U.S. Army Corps of Engineers 2014).

Due to the distinctive qualities exhibited at the English Farm in association with broad patterns of local history under Criterion A, the English Farm is recommended to be eligible for listing in the NRHP. It is representative of early-twentieth century farmsteads that were once ubiquitous to the landscape of Clark County but have become few in number during the modern era as land has become more valuable for development than for agriculture. The same family continues to operate the farm, and its agricultural use continues to the present day.

Some integrity issues do exist at the farm; vinyl windows have modified the fenestration of the 1917 house and 1915 barn, and other changes were observed to historic buildings on the three land parcels. In addition, the size of the farm has been reduced over time as commercial and residential development have encroached from the south and west and a surface mining operation has been underway to the east of the farm since the late twentieth century. Despite the resource's diminished integrity of materials and setting, it still retains its historical appearance and character through its integrity of location, design, workmanship, feeling, and association.

A total of 14 buildings, structures, and objects were identified on the three land parcels within the resource boundary, 4 of which are recommended to contribute to the NRHP eligibility of the English Farm. They include the 1917 house at 17806 SE 1st Street, a 1915 barn at 17808 SE 1st Street, and a circa 1930 chicken coop and circa 1930 milk house that are situated on the same land parcel as the 1915 barn. Buildings, structures, and objects recommended to be non-contributing to the NRHP eligibility of the resource include a circa 1960s garage, a former circa 1920s greenhouse, a circa 1915 pump house, a circa 1931 Vernacular house, circa 1940 metal gate posts marking the main entry to the 1917 house, and 5 modern structures. The boundary of the resource was delineated by existing land parcel boundaries where agricultural and residential buildings are situated and that are still in use for crop cultivation and associated activities. Historic-period designed landscape features are considered to be a character-defining feature of the property that help to convey the historic-period setting of the resource despite the encroachment of modern development; even if such features overlap adjacent road right-of-way, they should still be considered as within the boundary of the NRHP-eligible property.



Historic Inventory Report

Description of Physical Appearance:

The English Farm resource is situated on three contiguous land parcels north of SE 1st Street. Fourteen total buildings, structures, and objects were identified, nine of which were constructed during the historic period and 5 of which are of modern construction. Four of the nine historic-period buildings, structures, and objects identified are recommended for consideration as features that contribute to the NRHP eligibility of the farm resource; they include the 1917 Eclectic house, a 1915 barn, a circa 1930 chicken coop, and a circa 1930 milk house. A sketch map detailing the location of all buildings, structures, and objects identified within the resource boundary has been included as a photograph in this resource form; this map also identifies which of these features contribute to the historical significance of the property and its eligibility for listing in the NRHP under Criterion A. The numbers used to identify each of these features on the included sketch map have been used to order the discussion of contributing and non-contributing features below. This discussion of identified features is followed by a summary description of designed landscape features observed at the English Farm.

Contributing Feature 1: 1917 Eclectic House. The 1917 house is of a predominately Craftsman style but incorporates some differing elements to give the house the appearance of a rustic Italian villa. These differing elements include the use of stucco to clad the exterior walls, the incorporation of a small hip-roofed entry porch at the south facade, and the use of a low-pitched cross-hip roof to cap the house. Historic-period photographs provided by the owner indicate that the house was erected in 1917 using wood-frame construction methods; these photographs also indicate that the house has been clad with stucco since at least 1928. The house rests on a poured concrete foundation and its form has been slightly modified through the enclosure of a second-story porch at the southwest corner of the house and first- and second-story porches at the northeast corner of the house. The most visible change made to the house has been the replacement of original wood double-hung windows with modern vinyl sashes. Approximately half of all windows in the house have been replaced, including large picture windows that were once present on the south facade. They had been removed and bay windows put in their place by the previous owner; the current owner has restored the original exterior wall surface but used vinyl sashes of the same size and shape as the original wood windows to restore the historic-period appearance of the south facade (Jennifer English, personal communication 2014). Entry points to the house on the south-facing facade feature both decorative and functional poured concrete plinths that have inset river rocks; these features are likely original to the construction of the south facade entry and are visible in a 1928 photograph of the house. Also visible in 1928 photographs of the house is a paved walkway that lined the south and east portions of the house perimeter; this walkway remains intact, but a section of the walkway that extended from the main south facade entry towards the former location of a metal gate at the property entrance to the south was recently removed by the current owner due to its poor condition (Jennifer English, personal communication 2014). The metal posts for this circa 1940 gate are still present and were recorded as a historic-period object in association with the English Farm resource. The posts are recommended to be non-contributing to the significance of the resource and are discussed in further detail below.

Contributing Feature 2: Circa 1930 Chicken Coop. The circa 1930 chicken coop is situated to the north of the 1917 house and is immediately adjacent to a circa 1960s garage that is recommended to be a non-contributing feature of the property. The structure is rectangular in shape, rests on a poured concrete foundation, and is capped with a shed roof with a clerestory. It is clad with a mixture of horizontal wood boards and T-1-11 siding and retains its original fixed wood window sashes and six-light wood hopper windows. The structure continues its original use as a chicken coop.

Contributing Feature 3: Circa 1930 Milk House. The milk house is situated immediately east of the chicken coop and was constructed circa 1930 when dairy operations were undertaken at the English Farm. It is rectangular in shape, rests on a poured concrete foundation, and is capped with a gable roof that is clad with standing seam metal and pierced by a cupola for ventilation. Original multi-light wood windows have been retained but a modern door has been installed at the north elevation to provide access. The milk house is clad with original wood drop siding.



Historic Inventory Report

Contributing Feature 4: 1915 Barn. The 1915 barn has incurred modifications since it was originally constructed; most notably, the footprint expanded through the addition of a milking parlor to the south elevation circa 1940s when the English Family operated a dairy. This milking parlor addition to the barn is constructed of concrete block and has steel four-light windows with the exception of one six-light wood window. This portion of the barn is now used as a wine tasting room, and is therefore accessed by modern French doors. Modern vinyl windows were observed on the south elevation of the barn, as was a modern wood deck. Modern board-and-batten siding clads the open end of the gable roof that caps the milking parlor addition, matching most all other portions of the barn that are now clad with either modern board-and-batten siding or T-1-11 siding. The exact construction dates of additions observed to the west and east elevations of the barn are unknown, but the west elevation addition is evenly aligned with the circa 1940s milking parlor and is of contrasting wood frame construction, indicating that it was likely constructed during the historic period prior to the 1940s and that the mirrored addition to the east was constructed at the same time. The central portion of the barn is easily discernible as the original barn constructed at the farm in 1915. It retains its original form and is capped with a gambrel roof with a gabled hay hood.

Non-Contributing Feature 5: Circa 1940 Gate Posts. Two metal gate posts are situated near SE 1 Street that frame what was formerly a paved walkway to the 1917 house. The current landowner still has the gate in her possession; it is a simple rectangular gate with chain link fencing between metal tubing. It is unknown if the gate was part of a larger fencing system at this location during the historic period.

Non-Contributing Feature 6: Circa 1960s Garage. The garage is located between the 1917 house to the south and the circa 1930 chicken coop to the north. It is rectangular in shape, is capped with a gable roof, and is clad with wood lap siding on its body and T-1-11 siding in the gable ends. The original windows, which were likely aluminum sliders, have since been replaced with vinyl sliding sashes.

Non-Contributing Feature 7: Circa 1920s Greenhouse. This structure is currently used as a bocce ball court but has been included within the count of historic-period buildings, structures, and objects as its foundation was poured circa 1920s to form the base of a greenhouse. The greenhouse was constructed by Carl S. English, Jr. when he was a young man; Fairhurst (2008) reports that the greenhouse had an underground wood and duct heating system, therefore indicating that it may still be in place since the foundation has not been removed. Above the ground surface only the foundation is visible; it was recently capped with an open wood-frame structure with a gable roof to provide shelter for visitors playing bocce ball. If efforts are undertaken to restore the greenhouse to its original appearance, it could possibly contribute to the NRHP eligibility of the English Farm under Criterion A.

Non-Contributing Feature 8: Circa 1915 Pump House. The pump house is no longer used for that function and is instead used for the family winery business. The structure is rectangular in shape, rests on a poured concrete foundation, and is now clad with stucco but was originally clad with a decorative rock and concrete veneer similar to that observed on plinths at the south facade entry points of the 1917 house (Jennifer English, personal communication 2014). This veneer was removed as it was no longer watertight and accumulated moisture was beginning to undermine the structure. The original windows have been replaced with modern vinyl sashes, and modern doors access the south facade and north elevation. The pump house is one of the oldest remaining structures at the English Farm.

Non-Contributing Feature 9: Circa 1970s Machine Shed. This structure is utilitarian in nature and is situated north of a circa 1970s metal silo. It rests on a poured concrete foundation, is capped with a gable roof, and is clad with plywood.

Non-Contributing Feature 10: Circa 1970s Silo. The silo rests on a poured concrete foundation and is constructed of welded and riveted metal sections. At this time the silo is considered to be non-contributing due to its modern date of construction.

Non-Contributing Feature 11: Circa 2009 Pole Barn. This structure was erected circa 2009 to replace a historic barn that was situated in the same location. It is rectangular in shape, rests on a poured concrete foundation, is capped with a gable roof with standing seam metal, is clad with T-1-11 siding and board-and-batten siding, and has a minimal fenestration of fixed vinyl windows and modern doors.

Non-Contributing Feature 12: Circa 2006 Shop Building. This structure was not observed during the field survey and is considered to be non-contributing to the NRHP eligibility of the English Farm due to its modern date of construction.

Non-Contributing Feature 13: Circa 1934 Vernacular House. This building has been historically used for residential purposes by members of the English family, as the 1917 house did not provide enough living space for multiple branches of the family to reside there. The construction date of the house was derived from remnants observed of its former Tudor revival styling and from repair reporting forms available from the Clark County Assessor's GIS Maps Online website that note the house as being 52 years old in 1983. As early as 1930 census records indicate that a second and separate household of English family members was located at the farm; in 1930 the head of this household is Roy E. English and in 1940 the head of household is Ferris E. English (United States Bureau of the Census 1930, 1940). The house has been extensively modified during the modern era; its footprint has been expanded through additions giving it an irregular shape, the original second story of the house has been removed, only one original three-light fixed window was observed, and some brickwork has been retained on the south elevation but has been obscured through the construction of a secondary wall enclosure intended to protect the brick from water damage. Faux river rock has been placed on the original chimney, and much of the original siding of the house appears to have been replaced during the 1970s and 1980s with wood lap boards. The house no longer retains its historical appearance and is therefore recommended to be a non-contributing feature of the English Farm.

Non-Contributing Feature 14: Circa 1975 Shed. This structure is of simple wood-frame construction and has been used since its erection to sell goods from the farm and the roadside. Some version of this kind of structure has been at this location throughout the historic period, but the current iteration is only known to have been there since the 1970s (Jennifer English, personal communication 2014). It is capped with a gable roof with standing seam metal and is clad with wood lattice panels.

Designed Landscape Features: Along the southern boundary of the English Farm resource various designed landscape plantings were observed that appear to date to the historic period. These include holly trees that line the easternmost driveway of the property, hedgerows that frame the entry to the 1917 house from SE 1st Street, a line of evergreen trees near a field of wine grapes to the west of the house, and other assorted plantings that appear to be of a mature age and arranged as part of an evolving landscape design. Further work would be required to discern the varieties of plants at the farm and their age, but their presence provides a critical link to the historic-period setting of the farm resource.



Historic Inventory Report

Attachment 2
page 7

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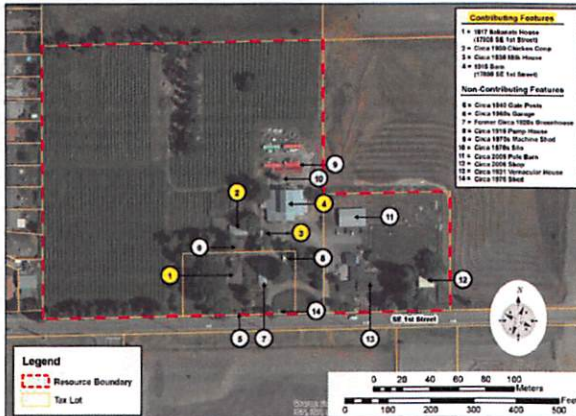
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Photos



Sketch map prepared in 2014 for accompanying report (Blaser et al. 2014).
Contributing and non-contributing features of the English Farm.
2014



The view is towards the north-northeast.
The south facade of the 1917 house (Contributing Feature 1).
2014



The view is towards the southeast.
The west and north elevations of the 1917 house (Contributing Feature 1).
2014



The view is towards the southwest.
The east and north elevations of the 1917 house (Contributing Feature 1).
2014



Historic Inventory Report



The view is towards the northeast.
The circa 1930 chicken coop (Contributing Feature 2).
2014



The view is towards the southwest.
The circa 1930 milk house (Contributing Feature 3).
2014



The view is towards the northeast.
The south and west elevations of the 1915 barn (Contributing Feature 4).
2014



The view is towards the southeast.
The north elevation of the 1915 barn (right), the circa 1970s silo (middle, Non-Contributing Feature 10) and circa 1970s machine shed (left, Non-Contributing Feature 9).
2014



The view is towards the northwest.
 The south facade and east elevation of the 1915 barn.
 2014



The view is towards the east-northeast.
 The south elevation of the circa 1931 house at 17908 SE 1st Street.
 2014



The view is towards the southwest.
 The circa 1960s garage (middle, Non-Contributing Feature 6) between the circa 1930 chicken coop (right) and the 1917 house (left).
 2014



The view is towards the southeast.
 The west elevation of the circa 1931 house at 17908 SE 1st Street (Non-Contributing Feature 13).
 2014



The view is towards the northwest.
 The circa 1915 pump house (Non-Contributing Feature 8).
 2014





The view is towards the west.
The circa 1940 metal gate posts (Non-Contributing Feature 5) adjacent to SE 1st Street.
2014



The view is towards the south.
Holly trees planted by Carl S. English, Jr. during the historic period.
2014

The view is towards the south.
The former 1920s greenhouse (Non-Contributing Feature 7); the foundation has been reused to create a covered bocce ball court.
2014



The view is towards the east. The 1917 house is at left obscured by vegetation.
Designed landscape elements at the southern resource boundary.
2014



The view is towards the north from the westernmost driveway at the English Farm. The large tree at center was sprouted in the circa 1920s greenhouse and planted by Carl S. English, Jr.
The former circa 1920s greenhouse (left), the 1915 barn (center), and the circa 1915 pump house (right).
2013



The view is towards the northwest from SE 1st Street. Designed landscape elements present at the southern resource boundary of the English Farm.
2013



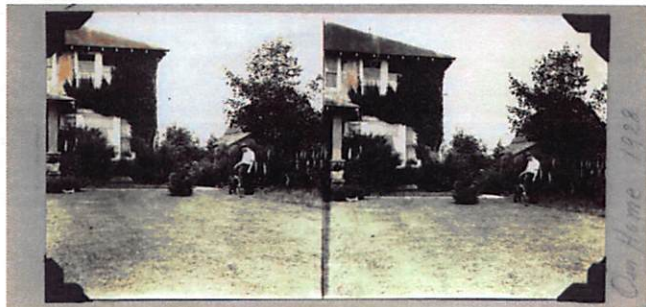
The view is towards the northwest.
The south elevation of the circa 1931 house at 17908 SE 1st Street.
2013



The view is towards the northwest. Photograph courtesy of Jennifer English.
The Eclectic house under construction in 1917.
1917



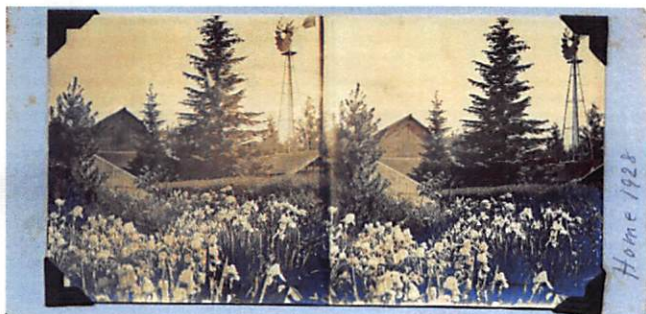
The view is towards the north-northeast. Undated photograph courtesy of Jennifer English.
The 1915 barn and the circa 1920s greenhouse.
2014



The view is towards the north. Photograph courtesy of Jennifer English.
The 1917 house and south lawn; the 1915 barn is at right.
1928



Photograph courtesy of Jennifer English.
The 1915 barn and adjacent garden plots.
1915



The view is towards the north-northeast. Photograph courtesy of Jennifer English.
The circa 1920s greenhouse (left), 1915 barn (middle), and circa 1915 pump house (right).
1928



VINOLOGY

945 -11th Avenue Suite A | Longview, WA 98632

April 15, 2021

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

re: English Estate Winery

I am a wine educator and tour guide based in Longview, focusing on promoting Southwest Washington wines and wineries. I am also pleased to serve as the Membership Chair and on several subcommittees of the SW Washington Winery Association.

English Estate Winery is both an historic and iconic landmark within Clark County, producing premium wines from their own estate vineyards. This is a rare gem for our region and, in part, one of reasons the Winery Association is pursuing international recognition as a certified viticultural area. English Estate also provides an increasingly rare opportunity for revisiting the rich rural and agricultural history of this area within a short drive of heavily urbanized areas. It remains a unique oasis of tranquility, attracting visitors with stunning territorial views of the region.

It has come to my attention that consideration of Section 30 development involves construction of tall industrial buildings adjacent to the English Estate property. Notwithstanding the importance of attracting businesses and economic opportunity, I understand the placement and height of proposed structures would not only alter the ambience of guest experiences at English Estate, but would significantly obstruct views of Mt. St. Helens, another historic and important geographical feature of our area.

I would respectfully point out that Washington State is the second largest premium wine producer in the United States, providing a total economic impact of 8.4 billion dollars to our state. Tech firms such as HP also have substantial impacts, but I urge you not to underestimate the value of the wine industry and related tourism in the state and our region. This is worth protecting, and small wineries such as English Estate are among the nearly 1,100 individual producers contributing to this impact.

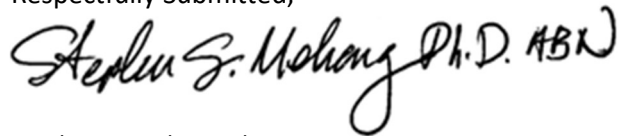
The construction of proposed buildings would adversely impact the business and ambience of English Estate. If this farm grew turnips or raised hogs, there may not be much discussion. Wine grapes tend to be grown only in the most beautiful places. Please keep in mind that consumers are not drawn to estate wineries simply in search of alcohol. Consumers are seeking an experience. The surroundings, history, ambience, culture, and natural beauty of the environment is often as or more important than what they are consuming. What they see and feel is equally important as what they taste.

People come to wineries to relax, socialize, laugh, cry, do business, appreciate natural landscape, escape urbanized life, celebrate important events, strengthen bonds, propose, and get married. There are reasons why these environments need to remain exquisite. English Estates has preserved and offered these experiences for decades. It remains among the few such places left in our area, offering a strong counterpoint and alluring alternative to the highly industrialized Vancouver waterfront tasting rooms. While both experiences have their place, the threat of losing *this* environment and the experience it offers for our community is no small matter. English Estate is completely valid in their concern that the industrial construction, as proposed, will not only significantly and adversely impact their business but also represent a loss and detriment to the quality of life in the region.

I urge you to act to prevent this loss, ideally by relocating this development or at least modifying and/or restricting the plans to substantially preserve the tranquility and territorial views offered from the English Estate property.

Thank you for your time and consideration.

Respectfully Submitted,

A handwritten signature in black ink that reads "Stephen S. Meharg Ph.D. ABN". The signature is fluid and cursive, with the initials "ABN" written in a slightly different style at the end.

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May 17, 2021

BY EMAIL mark.person@cityofvancouver.us

Mayor and City Council Members, City of Vancouver
c/o Mark Person
P.O. Box 1995
Vancouver, WA 98668-1995

Re: Applicant's Response to English Farm, LLC's May 13, 2021 Testimony
HP Master Plan – PRJ-165336/LUP-79900

Dear Mayor McEnerny-Ogle and Council Members:

As you know, this office represents HP Inc. ("HP") in its submission of the HP Master Plan. Please include this letter in the record as response to English Farm, LLC's ("English Farm") comment letter submitted May 13, 2021 (the "May 13 EF Testimony"). This letter, along with all prior HP submittals during the public review process, and the application materials support approval of the Master Plan as conditioned in the April 1, 2021 Staff Report.

HP and its employees are part of the Vancouver community and for over four decades the company has provided a great place to work, and an investment across broad City sectors. The impact of HP's presence includes support of local non-profits both financially and through volunteer time of its employees; as mentors to generations of youth interested in science, technology, engineering and mathematics; and as an inspiration for entrepreneurs to begin complimentary technology and service based businesses throughout Vancouver. This deeply steeped connection to the community is one of the important reasons that HP entered the City-HP Development Agreement ("DA") and pursued this Master Plan as the next planning step for up to 1.5 million gross square feet of development of employment-focused space within Section 30.

As the Master Plan states, when HP reaches the design phase, it will give consideration to its neighbors. This is a serious commitment by HP and has already been in place since HP took ownership of the property. HP has set up a dedicated e-mail address for neighbors and members of the public to communicate any concerns with the grading activities and hydroseeding that has taken place over the last year. This proactive engagement enabled its project team to promptly respond to all inquiries. Further, HP has responded and continues to respond to all of the testimony that has been submitted during this public review. It is in this spirit of HP's good neighbor approach to planning that it will consider the input received during this public review process when it is ready to submit a site plan.

Significantly, HP has not proposed any combined site plan review with the current Master Plan application because it has not made any decisions about the scale, type, or target employees who would occupy any of the buildings. In this regard, the City's planning process is compatible with HP's internal considerations in formulating a Master Plan from an overall design perspective that compliments the myriad of factors that the company will consider, including the mix of uses allowed in the ECX zone and consistent with the DA – office, research and development, industrial services, manufacturing and production, and light industrial uses, with potential for occupant-supported small scale retail, restaurant, accessory uses.

In this context, we turn to the May 13 EF Testimony that raised several concerns about potential impacts to its vineyards and cited to certain City Code provisions, and Section 30 Employment Center Plan ("Subarea Plan") provisions as grounds for its request that the City Council return the Master Plan review to the Planning Commission for further consideration. English Farm has submitted testimony since January 13, 2021 in this file, had ample opportunity to raise the concerns in the May 13 EF Testimony before the Planning Commission but waited until this late date to do so. As set forth below, there are no grounds to support the request to delay the City Council's review, particularly when the City Council is the sole decision making authority for a Master Plan.¹

The common theme in this response is that the City's Planning Documents – Subarea Plan, Design Guidelines, and Code provisions – have competing policies and instructions. The City Council, as the decision maker, is tasked with balancing these competing goals and determining whether the application as a whole implements the Subarea Plan and meets the intent of the Design Guidelines. HP's Master Plan and submittals have described competing policies and described why it weighed its proposal in a particular manner. This letter provides further support for those decisions, and additional reasons to support the City's findings on these matters.

I. HP's Master Plan considers neighboring properties.

The basis for all of English Farm's comments about height impacts, inclusive of the May 13 EF Testimony is a single cross-section included on page 36 of the Master Plan, as updated in HP's March 22, 2021 letter to the Planning Commission.² This cross-section was provided as a point of reference to show that HP's buildings will be constructed at the base of the current basin and utilize the below grade area for much of the massing. The scale of the cross-section in the Master Plan is very rough, at about 1:3500, and was not meant to calculate heights. This is consistent with the City Code requirements that only require building footprints and not heights.

As the current application contains no site plan, the cross-section was meant to illustrate one of the ways in which the HP Master Plan takes into consideration views from western

¹ VMC 20.210.020(B)(4).

² HP's March 22, 2021 Letter, Attachment 6, p. 50.

property owners, and also to show that the plan is consistent with the City's Planning Documents that call for situating buildings close to 184th Avenue, and to create active pedestrian streetscapes.³ Other portions of the Master Plan also reflect HP's good neighbor approach to planning:

- No new large trees are planned for the top of the slope or slopes;
- A low evergreen hedge along the western top of slope boundary will provide a landscape buffer without blocking views, as its mature height will be three feet;
- Utilization of below grade elevation to plan buildings in a manner that takes into account views of Mt. Hood in response to the Design Guidelines;
- The long vista from HP's western property line to the proposed buildings will also mitigate the view impact, and much of the foreground view will be dense tree canopy planted within the parking area that is up to 50 feet below grade;
- Parking as proposed in the Master Plan, is located away from 184th Avenue to ensure that a tree canopy can effectively be planted to screen visual impacts nearest western neighbors, and to prevent visual impact to pedestrians along 184th Avenue;⁴
- Neither HP's grading activities to date, nor the elevations in the Master Plan materially increase the basin floor elevation; and
- Proposed building footprints are located as far from western occupants as possible.

Thus, HP has undertaken these mitigations to reduce view impacts while still achieving the density and urban form desired in the Subarea Plan.

II. HP's Master Plan meets all the City Code submittal requirements and approval criteria.

The May 13 EF Testimony focuses on a few City Code provisions that it mistakenly asserts are not satisfied in this application. The referenced Code sections are VMC 20.690.050(B)(7), and the purpose sections under VMC 20.690.010 and VMC 20.690.060(A). These sections, when properly interpreted in the context of the goals of the Subarea Plan and structure of the Code chapter, provide additional reasons to approve the Master Plan.

³ Design Guidelines, B.2 and B.6.

⁴ Design Guidelines, A.2 and B.6. Contrary to other comments previously submitted by English Farm's manager, the parking lot does not dominate the site because HP has focused pedestrian oriented development along 184th Avenue and included a tree canopy over the parking areas. The Master Plan layout meets this goal. The Design Guidelines, especially B.6.1 referencing surface parking lots contains recommendations, not requirements. Further, HP considered Figure 12 in the Design Guidelines but the approach for building parking structures into the boundary slopes is impractical given the infiltration needs of HP, and other Section 30 property owners, and the City's need to maintain capacity in the planned public stormwater system, among other reasons. Thus, HP's proposal does not violate the Design Guidelines.

A. HP's Master Plan analyzes impacts to adjacent properties under VMC 20.690.050(B)(7).

Under VMC 20.690.050(B)(7) the Master Plan submittal is required to include:

"Analysis of impacts to the adjacent properties and *mitigation proposed to achieve development envisioned in the Section 30 Employment Center Plan* including future streets, roundabouts, grading, utility service, site drainage, trails and open space and land use location."⁵

The City Council should make its own interpretation of this provision. First, this provision is primarily focused on the development of useable infrastructure on the subject property given the Subarea Plan's infrastructure considerations as Section 30 land uses redevelop. As set forth above, the location of buildings near 184th Avenue, and away from western property owners guides the placement of buildings onsite. The balance of the Master Plan shows that infrastructure as listed in the above Code section is available for HP and for other property owners who develop within Section 30, inclusive of English Farm. Thus, the HP Master Plan meets the standard under this interpretation.

A second, alternative interpretation, addresses a broader view to take into account an analysis of impacts to adjacent properties. But this broader view of analysis of impacts is contextualized by the additional phrase "mitigation proposed to achieve development envisioned in the Section 30 Employment Center Plan." In this regard, the only mitigation to impacts on adjacent properties that could be imposed are those that would also achieve the development envisioned in the Subarea Plan. Notably, the development envisioned is an employment center to be designed as a compact urban form, with the expectation of higher densities and taller buildings.⁶ Therefore, not all impacts, or potential impacts, need to be mitigated. The HP Master Plan has mitigated impacts to adjacent properties in its assessment of the Design Guidelines and will continue to consider neighboring properties in its site plan process.

If English Farm had its way, another property owner would be granted something akin to a veto power by requesting mitigations that would restrict the City's ability to achieve the development envisioned in the Subarea Plan. The City Council need not and cannot abdicate its decision-making authority to another property owner, as requested by English Farm.

Significantly, the HP Master Plan itself does not create any of the impacts asserted in the May 13 EF Testimony because no development is proposed. Once the site planning occurs, HP will consider the vineyards, as well as other comments raised in the public review process.⁷ For

⁵ Emphasis added. Notably, this is a submittal requirement, not an approval criteria.

⁶ See generally the Subarea Plan and applicant's prior letters submitted in the record.

⁷ English Farm contends that the mere fact that contributing historic features are located on its property justifies a requirement that height be restricted on HP's property. Note, these features are located interior to the English Farm property. May 13 EF Testimony, Attachment 2, p. 8. Since these features are located offsite, HP's Master Plan

example, HP will need to continue to balance competing goals, such as sustainable outcomes and perceived potential impacts to English Farm's vines. HP needs to retain flexibility to choose building design and materials that will help meet its sustainability goals, and consider how those choices could also reduce perceived potential impacts to English Farm's vines.

Based on the foregoing, both interpretations support the City Council finding that HP met the submittal requirement to analyze impacts to adjacent properties and the HP Master Plan includes mitigation proposed to achieve the development envisioned in the Subarea Plan.

B. Statements of purpose are not approval criteria.

The May 13 EF Testimony raises two purpose sections within the City Code to further argue that its perspective on potential impacts need to be specifically addressed and mitigated. However, declarations of policy in an act do not have operative force in and of themselves, but serve as a guide in determining the intended effect of the operative sections.⁸ As guides to the relevant approval criteria, the purpose sections in VMC 20.690.010 and 20.690.060(A) support approval of the HP Master Plan.

1. Property values are maintained and enhanced by the HP Master Plan.

Under VMC 20.690.010, the purpose of the Section 30 Employment Center Plan District is set forth:

"The Section 30 Employment Center Plan District (Plan District) intends to promote and *guide* private development as directed by the vision, goals, and policies of the adopted Section 30 Employment Center Plan (M – _____); provide clear objectives for those proposing to develop in the Section 30 Plan area; maintain and enhance property values; promote economic provision of public services; and ensure that each development or project fits with its neighbors and within the Subarea."⁹

As a guide to private development, the focus of the purpose section is necessarily as a guide to the individual applicant. Thus, the maintenance and enhancement of property values is focused on analysis of the applicant's property.

Even if property values referenced in this Code section were more broadly interpreted to include English Farm's property values, the City Council can find that HP's catalyzing

correctly concludes that development on HP's property will not have any direct impacts on English Farm's historic resources. See HP Master Plan, Appendix C. English Farm's continued reference to historic values associated with its property appears as another attempt to claim that heights on HP's property should be restricted, but that claim is defeated by the failure of English Farm to enter a covenant or deed restriction to protect its desired view. See HP's May 4, 2021 Letter, and the City Attorney's May 11, 2021 Memorandum.

⁸ *HJS Dev. v. Pierce Cty.*, 148 Wash. 2d 451, 480-81, 61 P.3d 1141 (2003).

⁹ Emphasis added.

development will increase English Farm's property value. The highest and best use for the English Farm property is redevelopment, evidenced by the option to purchase recorded on English Farm's property, and English Farm's retention of the ability to develop its property in compliance with current code provisions in its own development agreement.¹⁰

Moreover, English Farm never made any agreement to maintain the vineyard and winery in perpetuity. Thus the assessment of property value is not, as the May 13 EF Testimony suggests, a comparison to English Farm's current use.¹¹ But even if it were, such focus on current use as a measure of value would be subjective, especially in light of no development being authorized in this application. In HP's perspective the winery is likely to see increased patronage as a result of adding employees to an otherwise mostly vacant or heavy industrial focused uses across Section 30.

This interpretation is consistent with the case cited in the May 13 EF Testimony. In *City of Redmond v. Central Puget Sound Growth Mgmt. Hearings Bd.*, the court denied a zone change from agriculture to urban use under the Growth Management Act ("GMA"),¹² and described:

" Presumably, in the case of *agricultural land*, it will always be financially more lucrative to develop such land for uses more intense than agriculture. Although some owners of agricultural land may wish to preserve it as such for personal reasons, most. . . will seek to develop their land to maximize their return."¹³

This is exactly what happened here, English Farm's property was annexed to the City and rezoned to ECX guaranteeing that its owners can reap the financial benefits of redevelopment.

Importantly, the City never made any obligation to provide for the ongoing operation of the winery.¹⁴ The obligation the City made in the English Farm Development Agreement is to allow a continuation of a nonconforming agricultural use. The length of that continuing nonconforming use is solely in the discretion of English Farm. Further, the Subarea Plan makes

¹⁰ See HP's May 4, 2021 letter to City Council.

¹¹ The City should be surprised at this adjustment in English Farm's argument to measure property value in terms of current use, when Ms. English Wallenberg's (English Farm's manager) April 19, 2021 e-mail to City Council stated, in part, "It is not my economic livelihood to maintain this farm..."

¹² *City of Redmond v. Central Puget Sound Growth Mgmt. Hearings Bd.*, 136 Wn.2d 38, 959 P.2d 1091 (1998). Contrary to the May 13 EF Testimony claiming in reliance on *City of Redmond* that the GMA applies directly, the decision on HP's Master Plan is not a GMA decision, but rather a quasi-judicial decision subject to the City's legislative review process. The City's consideration of the HP Master Plan involves application of approval criteria to this request for approval of a site-specific master plan.

¹³ *Id.* at 52.

¹⁴ The May 13 EF Testimony relies on an unpublished opinion, *Keystone Dev. v. City of Seattle*, 1996 Wash.App. LEXIS 360 (2006), that cannot be cited in court, to threaten the City with a violation of the English Farm Development Agreement if the HP Master Plan is approved. However, English Farm points to no provision within its development agreement to substantiate the threat.

no binding obligation to guaranteed continuation of English Farm's current uses.¹⁵ English Farm has already sold a portion of its property to HP that was otherwise anticipated as part of the City's encouragement of English Farm's preservation. The Subarea Plan expected the property to be used as an amphitheater and entertainment space, but that will not be the outcome of English Farm's private decision to sell that portion of its property.

Based on the foregoing, the purpose of maintaining and enhancing property values is not an approval criteria. To the extent this purpose guides the City in reviewing the approval criteria under VMC 20.690.050(C), the purpose is supported by the Master Plan as enhancing HP's property values, and those of surrounding properties, including English Farm's property.

2. HP has thoughtfully considered placement of initial buildings and parking areas.

Under VMC 20.690.060(A), the purpose section for the Full Site Utilization Plan ("FSUP") states, in part:

"To fully realize future development opportunities, thoughtful placement of initial buildings and parking areas is essential."

Again, as a guide to the City's review criteria under VMC 20.690.060(D), this thoughtfulness is at the discretion of the applicant so long as the proposal includes a realistic assessment of future building types, sizes, and parking needs; the areas for future building pads and structured parking; and has the potential to achieve the street grid and requirements under the Code; and meets the intent of the Design Guidelines. Significantly, the placement of initial buildings is consistent with the conceptual layout included in the DA.¹⁶

None of the points raised in the May 13 EF Testimony challenge the FSUP for failure to meet the approval criteria VMC 20.690.060(D). Based on the foregoing, including consistency with the DA, HP meets the purpose to be thoughtful with placement of initial buildings and parking areas because the Master Plan successfully lays out a plan to meet HP's goals to develop 1.5 million gross square feet as set forth in the DA; to implement the job creation aim of the Subarea Plan; and meets the FSUP approval criteria.

III. The HP Master Plan is consistent with the Subarea Plan.

The City Code requires overall consistency with the Subarea Plan, not compliance with every aspirational statement.¹⁷ Similarly, the approval criteria under VMC 20.690.050(C)(1)

¹⁵ See also discussion under Section III, *infra*.

¹⁶ See DA, Exhibit 5. Approval of the DA was not challenged.

¹⁷ VMC 20.690.050(A), (B)(5)(a), and (B)(12). See also *Weyerhaeuser v. Pierce County*, 124 Wn.2d 26, 873 P.2d 498 (1994). In *Weyerhaeuser*, the county code specifically required a solid waste facility to "meet. . . any

speaks to implementing the Subarea Plan, which is focused on "flexible plan implementation approaches that reflect market conditions and interests with the Plan's anticipated 20 to 30 year build out period."¹⁸ This overall consistency with the Subarea Plan is met by references throughout the HP Master Plan to each of the applicable plan policies.

Further, the City Council performs the balancing of competing plan policies to determine the applicant's overall consistency with the plan. As a general matter, given the overarching goal to create a new employment center with a compact urban form, it is reasonable for the City Council to find that it will elevate these employment-related policies over any of the specific policies raised in the May 13 EF Testimony. Nonetheless, the following analysis is provided so that the City Council can adopt complete findings in relation to the policies raised.

The May 13 EF Testimony questions whether the City made adequate findings regarding Subarea Plan policies LU-21, LU-22, UD-13, and GE-1. As a preliminary matter, policies LU-21, UD-13, and GE-1 use aspirational language like "encourage," and "should." Policies that do not use mandatory language are not binding approval criteria that apply directly to an application for a Master Plan.¹⁹ This aspirational language supports the balancing that the City Council is instructed to do in assessing consistency with the Subarea Plan, and as a mechanism the City used in drafting the Code implementing the plan.

A. Master plan applicants are not tasked with meeting LU-21, but even if directly applicable to HP, preservation and economic vitality of the English vineyard and winery is encouraged in the HP Master Plan.

HP reasonably concluded that LU-21's policy to, "Encourage the preservation and economic vitality of the English Vineyard and Winery," is properly viewed as a City policy and one that the City implements. Even if individual applicants were required to address this policy, HP views its proposed Master Plan as the next step toward realizing development that will bring employees to Section 30 which may increase patronage to the winery. Further, the HP Master Plan says that neighboring properties will be considered during the site plan process, and that is the appropriate time to consider whether any of the potential impacts in the May 13 EF Testimony would occur.

None of the potential impacts that English Farm raised – wind interference where tall buildings will reduce wind flow to the English Farm; impact to microclimate; interference with historic resource protection on the English farm site;²⁰ concerns about potential shadow on the English Farm vineyard from HP development; and impacts from exterior reflective material on HP buildings that could cause grapes to sunburn – can be assessed now because no site plan has

comprehensive plan." *Id.* at 43. The court recognized that meeting the comprehensive plan only requires consistency with the comprehensive plan because the plan is no more than a general policy guide. *Id.* at 44.

¹⁸ Subarea Plan, p.1, with a focus on job creation at pp. 10-11, and 14-16.

¹⁹ *Spokane County v. E. Wash. Growth Mgmt. Hearings Board*, 173 Wn.App. 310, 341-342, 293 P.3d 1248 (2013).

²⁰ See footnote 7, *supra*.

been proposed.²¹ HP has reviewed the concerns raised in its May 13 EF Testimony and will take them into consideration at site plan review.²²

B. Subarea Plan policy LU-22 does not apply to HP's Master Plan.

The May 13 EF Testimony also cites to LU-22 that states, "Establish guidelines and standards to reduce possible agriculture impacts to adjacent residences." The language is clear that the focus of this policy is on English Farm and direction to the City to establish guidelines and standards to reduce agricultural impacts on adjacent residents. Nothing in the language imposes a duty on HP as a Master Plan applicant to control English Farm operations that could

²¹ *Spokane County v. E. Wash. Growth Mgmt. Hearings Board*, 173 Wn.App. at 339.

²² Although wind may currently have some benefit to the vines as English Farm claims, the bulk of the literature cited in the May 13 EF Testimony suggests that limiting wind also has many benefits:

"[w]ind can have a detrimental effect on the physical condition of the vine through the breaking of young shoots, the blowing away of pollen and the effect it has on stomatal closure. The latter will result in the reduction of photosynthesis, which will eventually decrease the amount of soluble solids and carbohydrates in the berries." Pienaar, Jacobus "The effect of wind on the performance of the grapevine," pp. 9-10 (2005).

This study also finds that some physical differences occurred between grapevines sheltered from wind and those exposed to wind, such as leaf size on primary shoots and length of shoots but no significant differences were found when it came to cane diameter, pruning mass, or canopy densities. *Id.* at 50-52. Further, the study found no significant differences regarding the yield of grapes when sheltered or exposed. *Id.* at 63. However, the study found that better overall quality of wine was produced by the sheltered grapevines. *Id.* at 66-67.

Similarly, another article cited by English Farm finds:

"[t]his beneficial distinct climate of the alleys and leaves is destroyed by wind. The warmer and more humid air within the vineyard is mixed with cooler air or just blown away. The wind cools the leaves. The distinct climate within a vineyard is disrupted by wind speeds exceeding 1 m per second parallel to the rows and 2 m per second across the rows (VOGT & SCHRUF 2000)." Jagoutz, Heidrun, "The Effect of Wind," p. 42 (2010).

Yet another article cited by English Farm generally reaches many conclusions about the benefits of windbreaks. Windbreaks increase temperatures in sheltered zones, and this is generally beneficial to crop growth, development, and yield. Brandle, James, et. al., "Windbreak Practices," pp. 80, 82-83, and 85-86 (2009). Windbreaks protect against frost damage. *Id.* at pp. 80-81. Windbreaks increase soil moisture which in turn benefits early season plant growth, conserves water, and allow plants to make better use of the available moisture over the growing season. *Id.* at pp. 81-82. In most cases this increase in humidity in sheltered areas normally does not contribute to higher incidences of disease. *Id.* at 81. In fact, windbreaks protect against the spread of bacterial and fungal diseases and aphid-transmitted viruses. *Id.* at 86-87. Further, windbreaks protect against physical damage to crops caused by the wind itself. *Id.* at 84-85. This physical damage could otherwise be a point of entry for pathogens. *Id.* at 86. Orchard and vineyard crops in sheltered zones show increased levels of pollination and fruit formation. *Id.* at 83 and 91. Finally, windbreaks protect soil from wind erosion. *Id.* at 88-90.

Thus, even if HP's ultimate design at site plan review has wind impacts to English Farm, such as the blocking of wind that English Farm claims, such shelter from wind could be beneficial to the vineyard.

impact adjacent residences. In fact, HP cannot control English Farm's operations, nor would it claim a right to do so under this policy.

C. The HP Master Plan satisfies the site design suggestions under policy UD-13.

Subarea Plan policy UD-13 states:

"Site design should orient building entrances to street frontages, pedestrian ways or plazas in a manner consistent with an overall project concept and complementary with the approach to building orientation in adjacent development."

This policy is implemented by the Design Guidelines under A.2 and A.4. The April 1, 2021 Staff Report includes responsive findings on page 13.

In addition, HP chose this location to be a catalyst for new development and possible redevelopment of heavy industrial uses nearby, as well as to encourage continued use of surrounding land, such as the English Farm property. The orientation of building entrances and the connectivity planned through the public trail on NE 184th Avenue will connect the HP property to the surrounding Section 30 neighborhood, including English Farm. The Subarea Plan speaks to including design elements to create "a sense of place that makes it convenient and comfortable to walk around,"²³ and Design Guideline A.2.1.b suggests that there should be clear pedestrian access between plazas and courtyards to the street. The Master Plan meets these goals by linking the trail along 184th Avenue to multiple entry points to the buildings within the HP property and focusing architectural elements on that streetscape to help create a sense of place in Section 30. In addition, the HP Master Plan's focus on pedestrian oriented access to the buildings along 184th Avenue will activate the main thoroughfare through Section 30.

Thus, the City Council can find the HP Master Plan meets UD-13.

D. The HP Master Plan includes grade transitions to ensure connectivity with adjacent properties.

The Subarea Plan contains policy GE-1 that states:

"Master Plans for individual developments should include analysis of grade transitions on development sites and potential impacts on adjacent properties."

The April 1, 2021 Staff Report makes findings addressing this policy on page 12, as implemented by Design Guidelines A.1.

²³ Subarea Plan, p. 38.

In addition, the context for this policy is found on pages 33-35 of the Subarea Plan and explains that the policies are aimed at grade transitions to establish connectivity across Section 30. HP is utilizing the basin instead of filling the basin to an even grade with English Farm to reduced development impacts to the vineyards and winery, and other surrounding neighbors. The proposed grades show that a street and public trail network will connect HP to the adjacent properties. This policy is not mandatory and even if it were mandatory, HP's Master Plan ensures that connectivity exists between grade transitions in relation to English Farm.

- E. English Farm provides no basis for imposing a height limit or any other restriction on the HP Master Plan, as the perceived potential impacts will be considered during site plan.

Nothing presented in the May 13 EF Testimony provides a basis for imposing a height limit where no authority for such a restriction is found in the Code. In fact, the Code expressly states that "Building heights shall not be restricted within the ECX zoned properties of the Plan District."²⁴ The appropriate time to challenge a height limit was when the Subarea Plan and applicable Section 30 Code amendments were adopted in 2009. The same is true for protection of specific views of Mt. St. Helens from anywhere within or surrounding Section 30. Similarly, if English Farm wanted to guarantee that LU-21, UD-13, or GE-1 were mandatory requirements of the Subarea Plan, then the time to challenge the use of aspirational language in the Subarea Plan was also in 2009.

The May 13 EF Testimony relied on *1000 Friends of Washington v. McFarland*, to call for the requirement of coordinated land use planning.²⁵ That case involved an unlawful attempt to overturn a land use ordinance implementing the GMA by referendum. In fact, the court noted that the leader of the referendum, McFarland, had failed to appeal the passage of the land use ordinance through the GMA authorized channels.²⁶ English Farm is suffering the same fate as McFarland by not having mounted a challenge in 2009, but it is also reaping the benefits of that strategic choice. Here, English Farm benefits from the annexation, benefited from the approval of HP's DA, and stands to continue to benefit from the catalyst that HP's Master Plan will bring to Section 30. This all boils down to one property owner's continued attempt to hang on to a view that was not protected by English Farm through a reserved view protection covenant or deed restriction.

Nonetheless, the May 13 EF Testimony raises some interesting aspects about vineyard management that HP will consider as part of its design for site plan review. As the April 1, 2021 Staff Report and the HP Master Plan describe, HP's site plans will be reviewed for consistency with the Design Guidelines and the Master Plan. Consistency will necessarily require HP to take into consideration impacts to its neighbors, including English Farm.

²⁴ VMC 20.690.040(B).

²⁵ *1000 Friends of Wash. v. McFarland*, 159 Wn.2d 165, 180, 149 P.3d 616 (2006).

²⁶ *Id.* at 170-171, and 180.

CONCLUSION

The applicant has met its burden of compliance with the submittal requirements, and the Master Plan meets the approval criteria, is consistent with the Subarea Plan, and meets the intent of the Design Guidelines. The HP Master Plan proposes no development and does not include any proposed heights, or authorize any construction that would negatively impact English Farm. The May 13 EF Testimony provides no basis for referral back to the Planning Commission. Further, the DA indicates that City would take a streamlined approach to review of land use applications. English Farm's decision to submit this latest testimony on May 13 with nebulous concerns about potential impacts to grape growing should not be rewarded with any delay.

HP views this letter as a form of final written argument and requests the City Council adopt the interpretations contained herein as express findings, along with the May 4, 2021 HP letter, and May 11, 2021 City Attorney memorandum. However, should the City Council decide to keep the record open, or HP determine that public testimony requires additional response time, HP does not waive its right to make final argument. The aforementioned letters and memorandum taken together with the April 1, 2021 Staff Report and its conditions of approval, provide the City Council with the necessary interpretations and responses to all of the public comment raised to date. Based on the foregoing responses to public comments, and all of the information in the record, HP respectfully requests that the City Council approve the Master Plan.

Sincerely,



Jennifer M. Bragar

cc: (all by email)
client
Greg Turner
Chad Eiken
David Galazin
Jonathan Young



July 17, 2020

Vancouver City Council
415 W 6th St
Vancouver, Washington 98660

Dear Mayor McEnerney-Ogle and Council Members:

Thank you for the opportunity to offer our comments on Ordinance No. M-4295, which declared an emergency and adopted a six-month moratorium on the establishment of new, or the expansion of existing, large-scale fossil fuel facilities. These comments are offered on behalf of Columbia Riverkeeper, Washington Physicians for Social Responsibility, Climate Action of SW Washington, Oregon Physicians for Social Responsibility, Cascadia Wildlands, Sierra Club Loo Wit Group, The Lands Council, Oregon Conservancy Foundation, Stop Zenith Collaborative, Stop Fracked Gas PDX, Climate Action Coalition, Alliance for Community Engagement (ACE), Friends of the Columbia Gorge, Washington Environmental Council, Washington Conservation Voters, Stand.earth, and Puget Soundkeeper Alliance. We appreciate and support the City of Vancouver's efforts to adopt a moratorium on the construction of new, or expansion of existing, large-scale fossil fuel facilities. The moratorium is consistent with the City of Vancouver's

climate policies and plans as well as the laws and policies of the state of Washington. Additionally, the moratorium on the construction of large-scale fossil fuel facilities is consistent with the City's obligation to provide for the health and well-being of the public as the existence of these facilities pose numerous threats to the City and its residents. We offer the following comments as general support for Ordinance No. M-4295 and to provide additional evidence that we believe will support the Council's decision.

I. The Ordinance is Consistent with Prior Climate Commitments Made by the City

Through sustainability planning and its opposition to the massive proposed Tesoro-Savage oil train project, the City of Vancouver has demonstrated its commitment to mitigate the harms caused by the combustion of fossil fuels and the global climate crisis. The current moratorium on large-scale fossil fuel facilities is consistent with the City's earlier efforts to mitigate climate harm. Over the last decade, Vancouver has taken significant steps towards achieving a more sustainable community—particularly with the adoption of its 2009 report, “Creating a More Sustainable Vancouver.”¹ As part of this effort, the city pledged to prioritize reducing emissions from large emission sources over which it has the greatest control.² The moratorium on new or expanded development of large-scale fossil fuel facilities is clearly consistent with this pledge. Furthermore, Vancouver is a signatory to the U.S. Mayors Climate Protection Agreement, under which the City has pledged to meet the Kyoto Treaty requirements—including a commitment to reduce its greenhouse gas emissions to seven percent below its 1990 levels.³ Ordinance No. M-4295 is a necessary step toward meeting the City's climate obligations and commitments.

Vancouver's continuing efforts to reduce emissions and to provide a healthy environment for its residents is reflected in the City's 2016-2021 Strategic Plan.⁴ The fossil fuel moratorium is consistent with the priorities and goals set forth in the Strategic Plan, the first goal of which is to “ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.”⁵ The moratorium on the development of new large-scale fossil fuel facilities is a vital and necessary step for the City to meet its goals and remain consistent with its stated climate policies.

¹ See e.g., *Creating a More Sustainable Vancouver* (2007) (<https://bit.ly/2OvCpa0>).

² *Id.* at 27.

³ U.S. Mayors Climate Protection Agreement (<https://www.usmayors.org/mayors-climate-protection-center/>).

⁴ City of Vancouver, 2016-2021 Strategic Plan (<https://www.cityofvancouver.us/sites/default/files/2018StrategicPlan/index.html>)

⁵ *Id.* at 13.

II. The Fossil Fuel Moratorium is Consistent with the Laws, Policies and Climate Plans espoused by the State of Washington

Vancouver's moratorium on large-scale fossil fuel facilities is consistent with the state of Washington's larger efforts to provide for the health and well-being of its citizens by transitioning away from fossil fuels. The laws and policies of Washington State clearly show that responding to, and mitigating the harm of, climate change is a state priority of the highest importance. The elected leaders of Washington State have consistently signaled that transitioning away from fossil fuels is an effort vital to the health and long-term well-being of the state's residents. For example, the Washington State Legislature has statutorily mandated that the state reduce greenhouse gas emissions in the state by forty-five percent below 1990 levels by 2030 and achieve net-zero emissions by 2050. RCW 70.235.020. Additionally, Governor Jay Inslee has consistently recognized the harm caused by climate change and has called for state agencies to enact policies with the aim of reducing greenhouse gas emissions.⁶ Vancouver's moratorium is necessary to align the City with these broader state policies and directives.

In a 2012 report, the Washington State Department of Ecology (Ecology) acknowledged that "rising levels of carbon dioxide and other heat-trapping gases have warmed the earth and are already causing wide-ranging impacts," including rising sea levels, melting snow and ice, as well as drought and incidences of extreme rainfall.⁷ Moreover, the document acknowledged that these effects—if allowed to continue unabated—pose significant risks to human health, forest health, agricultural activities, freshwater supplies, the state's coastlines, and to other natural resources vital to the State's economy, environment, and way of life.⁸ Studies cited by Ecology estimated that the potential economic costs to Washington from climate change impacts might reach nearly \$16 billion per year by 2040.⁹ These economic and environmental costs pose a significant threat to the State of Washington and City of Vancouver. The devastating long-term impacts of climate change show that inaction is not an option. The City of Vancouver must take action, consistent with the laws and policies of Washington State, to protect its residents from the harmful externalities of climate change. The City's moratorium on fossil fuel facilities is a necessary step toward achieving these goals by creating a long-lasting reduction of greenhouse emissions.

⁶ Executive Order 14-04, Washington Carbon Pollution Reduction and Clean Energy Action (April 2014) (https://www.governor.wa.gov/sites/default/files/exe_order/eo_14-04.pdf) (recognizing that the impacts associated with climate change will bring about significant negative consequences for the state's economy, infrastructure, natural ecosystems, and to human health and establishing a "Carbon Emissions Reduction Taskforce.")

⁷ WA Dept. of Ecology, *Preparing for a Changing Climate* (April 2012) (<https://fortress.wa.gov/ecy/publications/publications/1201004.pdf>).

⁸ *Id.*

⁹ *Id.* at 17.

III. The Moratorium is Consistent with the City’s Obligation to Provide for the Health and Safety of its Residents

The City of Vancouver has an obligation to provide for the health and well-being of its residents.¹⁰ Since the City is geographically located near several active fault lines, the siting of large-scale fossil fuel facilities within the City puts the health and safety of its residents at even greater risk. Even a minor leak or failure at one of these facilities as the result of a large earthquake would pose a critical threat to the city’s water supplies.

The Washington Department of Natural Resources (DNR) has recognized that “damaging earthquakes much larger than any in the historical record are possible [in the Vancouver area] and that it will be necessary to employ a wide variety of mitigation measures to minimize economic losses and casualties resulting from these future earthquakes.”¹¹ DNR’s research makes it clear that it is not a matter of if Vancouver will face a damaging earthquake, but when: “[i]t is certain . . . that damaging earthquakes will be a part of the Vancouver area’s future.” Furthermore, a report issued by the United States Geological Survey (USGS) suggested that the geography of the Portland/Vancouver area—specifically the abundance of loose sand, silt and clay deposits—would likely amplify the damaging effects of any large earthquake.¹² The Clark County “Hazard Identification and Vulnerability Analysis” has also recognized the dangers posed to the area by earthquakes, including “hazards such as pipeline leaks and ruptures, hazardous materials releases, train derailments, and fires.”¹³

As the Clark County Hazard Report recognizes, a large-scale earthquake would almost certainly cause extensive damage to any fossil fuel facilities in the area. Such damage would most likely result in the release of hazardous materials from pipelines and other fossil fuel facilities. This poses a special risk to Vancouver because the city’s water is entirely supplied from groundwater.¹⁴ The U.S. Environmental Protection Agency (EPA) lists a number of potential contaminants of Vancouver’s source water, including “petroleum products, metals, and chemical contaminants.”¹⁵ EPA has stated that, even in the absence of an earthquake, “commercial and industrial hazardous substances pose the largest threats to Vancouver’s drinking

¹⁰ See Article XI, section 11 of the Washington State Constitution, which provides state municipalities the authority to enact ordinances in furtherance of the public safety, health and welfare.

¹¹ Relative Earthquake Hazard Map for the Vancouver, Washington Urban Region (Dec. 1994) (https://www.dnr.wa.gov/Publications/ger_gm42_eq_haz_urban_vancouver_24k.pdf).

¹² USGS, Assessing Earthquake Hazards and Reducing Risk in the Pacific Northwest, Volume 2 (1998) at 61 (<https://pubs.usgs.gov/pp/p1560/p1560po.pdf>).

¹³ Clark County Hazard Identification Vulnerability Analysis (2011) at 19 (<http://cresa911.org/wp-content/uploads/2014/06/ClarkHIVA2011.pdf>).

¹⁴ U.S EPA, Washington: Vancouver, Local Water Protection in Vancouver (Jan. 2010) (<https://bit.ly/3ezGp41>).

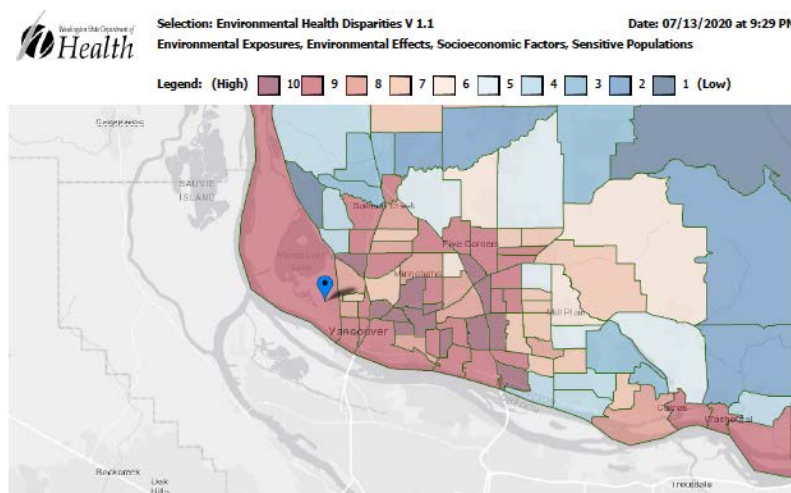
¹⁵ *Id.*

water.”¹⁶ In the event of a large earthquake these existing threats to Vancouver’s water supply would certainly be exacerbated.

The geological facts are incontrovertible. Together, the existence of fossil fuel facilities and the threat of an earthquake pose a significant threat to Vancouver’s drinking water, which in turn threatens the health and safety of all Vancouver residents. These facts strongly support the City’s decision to impose a moratorium on new or expanded, large-scale, fossil fuel facilities.

IV. The Moratorium Would Help Vancouver Avoid Pollution That Would Contribute to Environmental Justice Concerns in The City

In introducing the moratorium resolution, Council Member Lebowsky observed that large-scale fossil fuel facilities and the pollution they create most often impact low-income communities and communities of color. This environmental justice impact is a key concern for Vancouver, where data from the Washington Department of Health suggest that environmental health disparities are already pronounced for low-income communities and communities of color. Visualizations available from the Washington Department of Health’s Health Disparities Mapping Tool help to demonstrate that certain areas of Vancouver—notably the same areas that would likely see major impacts from a large-scale fossil fuel facility—face elevated environmental health risks.¹⁷



Environmental Health Disparities Map. Pin centered on Fruit Valley Elementary.

Source: <https://fortress.wa.gov/doh/wtn/WTNIBL/>

¹⁶ *Id.*

¹⁷ Washington Department of Health. Environmental Health Disparities Map. Version 1.0. January 2019. <https://fortress.wa.gov/doh/wtn/WTNIBL/>.

The Department of Health describes its model for environmental health disparities, explaining that the model factors in both pollution as well as other risk factors that contribute to the negative impact of the pollution:

Threat is represented by indicators that account for pollution burden, which is a combination of environmental effects and environmental exposures in communities. Environmental effects include indicators that account for adverse environmental quality generally, even when population contact with an environmental hazard is unknown or uncertain. Environmental exposures include the levels of certain pollutants that populations come into contact with.

Vulnerability is represented by indicators of socioeconomic factors and sensitive populations for which there is clear evidence that they may affect susceptibility or vulnerability to an increased pollution burden. Indicators in socioeconomic factors measure population characteristics that modify the pollution burden itself. Sensitive populations refer to those who are at greater risk due to intrinsic biological vulnerability to environmental stressors.

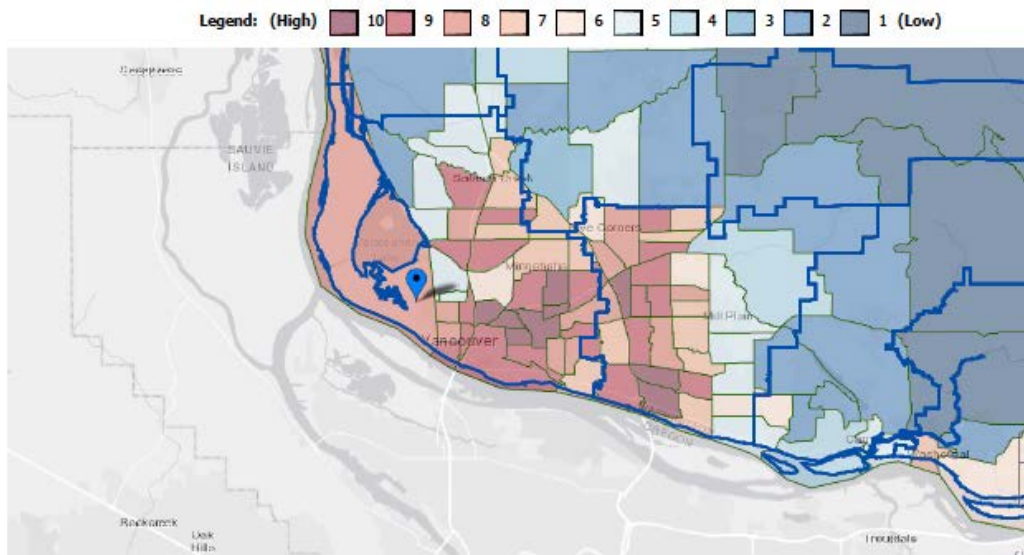
In the model, threat is multiplied by vulnerability in order to reflect the scientific literature that indicates population characteristics often modify and amplify the impact of pollution exposures on certain vulnerable populations. The rankings help to compare health and social factors that may contribute to disparities in a community.¹⁸

In Vancouver's case, the map shows that parts of the city face significant environmental health disparities. Some of these areas of Vancouver would face increased air, noise, and water pollution risks if a large-scale fossil fuel facility were to be constructed and operated in the city, particularly those areas closest to the Columbia River and potential fossil fuel train routes. Information from the Washington Department of Health provides a compelling basis to sustain the moratorium and to consider a permanent policy restricting new large-scale fossil fuel facilities, which can be major sources of NO_x, SO_x, VOCs, low-level ozone (smog), particulate matter, diesel exhaust, and toxic air pollutants.

In public testimony, several commenters expressed concern about the Fruit Valley Neighborhood. Fruit Valley's exposure to air pollution and other environmental risk factors, combined with demographic data showing a high proportion of low-income and minority communities present in the neighborhood, makes a strong case that Vancouver should avoid projects that increase environmental health disparities in this area of the city. During its review of the controversial Tesoro-Savage oil train terminal in 2017, the Washington Energy Facility Siting Council (EFSEC) concluded that the Fruit Valley neighborhood is an environmental justice

¹⁸ *Id.*

community.¹⁹ The Council also found that the project and its introduction of up to five loaded and five empty fossil fuel (crude oil) trains each day “would disproportionately impact minority or low-income populations at Fruit Valley” due to diesel particulate emissions.²⁰ To further illustrate this point, the following map shows the current disproportionate diesel pollution impacts centered in the Fruit Valley neighborhood, in the absence of the new oil train terminal.



Diesel Pollution and Disproportionate Impact. Centered on Fruit Valley Elementary. Generated Through Washington Department of Health Environmental Health Disparities Map.

Source: <https://fortress.wa.gov/doh/wtn/WTNIBL/>

Further, the Final Environmental Impact Statement (FEIS) of the Tesoro-Savage oil terminal project concluded that people in the Fruit Valley Neighborhood “could be at risk for health impacts, injury, or fatality” in the event of a major accident.²¹ Because most large-scale fossil fuel facilities, such as a liquefied petroleum gas (LPG) terminal or liquified natural gas (LNG) storage facility, would convey major fire and safety risks on Fruit Valley, we can anticipate that some of the issues identified by EFSEC relating to the Tesoro-Savage project would translate to these other types of large-scale fossil fuel projects. Vancouver learned through its experience in defending Fruit Valley from the impacts of the Tesoro-Savage project that there are types of development that pose unacceptable risks for communities that are already facing elevated environmental risks. The moratorium on large-scale fossil fuel facilities helps to translate this lesson into more durable protection for the community.

¹⁹ Washington EFSEC. Final EIS for the Tesoro Savage Oil Train Terminal. November 2017. P. ES-24.

²⁰ *Id.* at P. ES-30.

²¹ *Id.* at P. 4-131.

V. The Local Benefits of the Moratorium Far Outweigh Any Potential Impact on Interstate Commerce

Based on the City of Portland’s experience with its own Fossil Fuel Terminal Zoning Amendments, it is possible that opponents of this policy will argue that Vancouver’s moratorium conflicts with the Dormant Commerce Clause—an analysis that requires a balancing of the local goals and benefits expected from the action against any effects that action may have on interstate commerce.²²

As discussed at length above, Vancouver has numerous compelling reasons to prohibit the development of new fossil fuel infrastructure within the City—all of which outweigh any negative effects the moratorium may have on interstate commerce. The moratorium will not only assist the state in meeting its broader greenhouse gas emissions goals, but it is also directly connected to the City’s desire to protect the health and safety of its residents—particularly those environmental justice communities that will be most directly impacted by the construction of these facilities.

We strongly support the Council in adopting a permanent moratorium on new or expanded fossil fuel infrastructure within the City of Vancouver and thank you for the opportunity to provide these comments.

Sincerely,



Erin Saylor
Staff Attorney
Columbia Riverkeeper

On behalf of:

Columbia Riverkeeper

Don Steinke, Climate Action of SW Washington

Nick Manning, Climate & Health Program Organizer, Washington Physicians for Social Responsibility

²² See *Pike v. Bruce Church, Inc.*, 397 U.S. 137, 90 S.Ct. 844 (1970) (noting that the state or local legislation must not be “clearly excessive in relation to the putative local benefits.”)

Damon Motz-Storey, Healthy Climate Program Director, Oregon Physicians for Social Responsibility

Dylan Plummer, Grassroots Organizer, Cascadia Wildlands

Mark Leed, Chair, Sierra Club Loo Wit Group

Matt Krogh, Campaign Director, Stand.earth

The Lands Council

Rebecca Ponzio, Washington Environmental Council/Washington Conservation Voters

Ryan Rittenhouse, Conservation Organizer, Friends of the Columbia Gorge

Stop Zenith Collaborative

Stop Fracked Gas PDX

Climate Action Coalition

Alliance for Community Engagement (ACE)

Oregon Conservancy Foundation

Puget Soundkeeper Alliance



May 17, 2021

Vancouver City Council
415 W 6th St
Vancouver, Washington 98660

Dear Mayor McEnerney-Ogle and Council Members:

Thank you for the opportunity to offer our comments on Ordinance No. M-4295, which declared an emergency and adopted a six-month moratorium on the establishment of new, or the expansion of existing, large-scale fossil fuel facilities. In this letter, we wish to renew and reiterate our support for the work that Vancouver's staff are doing to build a meaningful program to address climate pollution in Vancouver. Addressing the risk of bulk fossil fuel terminals, such as coal or LNG-by-rail facilities, is a key step in building a more resilient Vancouver. Attached is the July 2020 letter from a coalition including Columbia Riverkeeper, Washington Physicians for Social Responsibility, Climate Action of SW Washington, Oregon Physicians for Social Responsibility, Cascadia Wildlands, Sierra Club Loo Wit Group, The Lands Council, Oregon Conservancy Foundation, Stop Zenith Collaborative, Stop Fracked Gas PDX, Climate Action Coalition, Alliance for Community Engagement (ACE), Friends of the Columbia Gorge, Washington Environmental Council, Washington Conservation Voters, Stand.earth, and Puget Soundkeeper Alliance, all of whom support your effort.

We appreciate and support the City of Vancouver's efforts to extend a moratorium on the construction of new, or expansion of existing, large-scale fossil fuel facilities. The moratorium is consistent with the City of Vancouver's climate policies and plans as well as the laws and policies of the state of Washington. Additionally, the moratorium on the construction of large-scale fossil fuel facilities is consistent with the City's obligation to provide for the health and well-being of the public as the existence of these facilities pose numerous threats to the City and its residents.

As we have noted in our previous letter, the Ordinance is consistent with prior climate commitments made by the City. The City of Vancouver has demonstrated its commitment to

mitigate the harms caused by the combustion of fossil fuels and the global climate crisis. The current moratorium on large-scale fossil fuel facilities is consistent with the City's earlier efforts to mitigate climate harm. Continuing Ordinance No. M-4295 is a necessary step toward meeting the City's climate obligations and commitments. Further, the Ordinance is consistent with the laws, policies and climate plans espoused by the State of Washington. The State's just-passed climate bill will change the landscape for clean energy in Washington, and Vancouver is wise to be thinking ahead. Additionally, the moratorium is consistent with the City's obligation to provide for the health and safety of its residents. The City of Vancouver has an obligation to provide for the health and well-being of its residents, and continuing the moratorium serves the purpose of making Vancouver more resilient to seismic and extreme weather events by preventing the buildup of volatile, toxic materials close to neighborhoods, businesses, and schools.

Finally, continuing the moratorium will assist Vancouver in avoiding pollution that would contribute to environmental justice inequities in the City. Vancouver's effort to make communities open, resilient, and safe must address first and foremost how BIPOC and other frontline communities may be harmed by the establishment of more fossil fuel infrastructure and pollution. Vancouver's moratorium gives the City the space to assess this problem carefully.

We strongly support the Council in extending the current moratorium and adopting a permanent moratorium on new or expanded fossil fuel infrastructure within the City of Vancouver, and we thank you for the opportunity to provide these comments.

Sincerely,

A handwritten signature in cursive script, appearing to read "Erin Saylor".

Erin Saylor
Staff Attorney
Columbia Riverkeeper

To: Vancouver City Council and Staff

Re: Item #4 Fossil Fuel Moratorium Extension/May 17th, 2021/Cathryn Chudy

Thank you for continuing the Moratorium on large scale fossil fuel facilities in Vancouver.

Just yesterday the Columbian published an article detailing how railroads are now operating longer and longer freight trains (sometimes stretching for miles) while drastically reducing staffing levels.

<https://www.columbian.com/news/2021/may/16/u-s-rail-industry-defends-safety-record-amid-staffing-cuts/>

The industry wants us to believe that the staff cuts are being made to “improve efficiency and remain competitive.” They insist that what they are doing to increase profits is not being done at the expense of safety, but it does not take a rocket scientist to recognize the ticking time bomb encased in carmen having 60 seconds to inspect each car in a train (down from 3 minutes) and less-trained crews often handling those inspections. Railroad signalmen who have seen their territories grow by 150% with little time to do maintenance work after completing required tests, are in the crosshairs of lurking disasters.

“Inconclusive safety data” on the impact of these cuts does not mean the staffing levels are safe for anyone, railroad employees or citizens of the rail communities; it means the lurking disaster may be just around the corner. Vancouver does not need to put its population in the crosshairs by enabling the permitting of large scale fossil fuel facilities that, if allowed, will bring an increase in hazardous cargoes into and through Vancouver.

Three significant train derailments (Illinois on May 11, Minnesota on May 15, and Iowa yesterday) raise questions as to how misleading this assertion is that “inconclusive data on safety” should reassure us that putting profits over safety is a good idea for anyone.

When Tesoro Savage was pushing the oil terminal proposal at our Port, BNSF told the Port that safety was their main concern - while at the same time BNSF was lobbying in Washington against safety measures for improving braking systems on unit trains that would bring hazardous crude oil into Vancouver. Fortunately our elected representatives saw through the industry PR reassurances and we do not have an oil terminal at the Port and our city has an ordinance protecting us from this kind of bulk facility for crude oil.

It is common sense that the safety, public health, equity and well being of our community is currently protected by extending the Moratorium that adds other volatile fossil fuels to the existing ordinance restricting bulk crude oil facilities. The question facing Vancouver being severely impacted by a rail disaster is most likely not “if” but “when.” We cannot afford to take any unnecessary risk, and we rely on you as our representatives to be proactive and timely with the decisions you make for us.

I appreciate the work plan that provides for an updated ordinance to be completed within the next 6 months and urge you to prioritize a strong ordinance that puts public health, safety and equity for Vancouver residents first.

Delapena, Amanda

From: Jean M. Avery [REDACTED] >
Sent: Friday, May 14, 2021 6:48 AM
To: City of Vancouver - Office of the City Manager
Subject: Fwd: Comment for 5/17 City Council meeting

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

From: Jean M. Avery [REDACTED] >
Date: Wed, May 12, 2021, 8:29 PM
Subject: Comment for 5/17 City Council meeting
To: JMA [REDACTED] >

Good evening, Madam Mayor and City Council Members,

I am delighted to be able to speak in favor of a fossil fuel moratorium. Why delighted? Because this is a huge milestone in the years-long effort to improve the livability of our city.

To look at the Waterfront area today, it is hard to imagine that it almost became the site of a huge oil terminal. Instead, we have modern buildings, a park for picnics and strolls, and a modern pier that captures the attention of residents and visitors alike. This is what progress looks like.

In addition, the City has a climate strategy. The only real choice now is to extend the fossil fuel moratorium -- and eventually make it permanent.

I do have a suggestion to improve the Waterfront. There needs to be a way to reach the Waterfront without a car. Please consider a bus or shuttle from downtown--or even a cute trolley. That way, the Waterfront can be more pedestrian-friendly, as we strive toward a more walkable city.

Thank you for all you do!

Jean M. Avery
Vancouver

From: [Sarah Terry](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Bulk Fossil Fuel Storage
Date: Monday, May 17, 2021 12:29:42 PM

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How will we reduce our carbon footprint if we continue to expand our bulk Fossil fuel storage? I want to see the technology and job growth associated with new clean energy in our community not just the stagnation of jobs and old, unhealthy energy sources.u

From: [Primus Prostremus](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: City Council 5/17 item #4 moratorium
Date: Monday, May 17, 2021 11:42:43 AM

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

Hello,

I'm writing in strong support of the extension of the moratorium on fossil fuel projects. It is the right thing to do. I applaud you on your forward thinking. Washington can lead the nation in setting and meeting or exceeding our climate goals. As a mother, and an educator, please vote to extend the moratorium now and indefinitely for a sustainable clean energy future in Vancouver and SW Washington. My Clark College students agree!

Prof. Sally Keely

[REDACTED]

Woodland WA 98674

From: [Cambria Keely](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: City Council 5/17/2021 Item #4 Moratorium
Date: Monday, May 17, 2021 11:37:33 AM

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

Hello,

I am writing in support of the moratorium extension. It is the right thing to do to protect Vancouver and the greater PNW region from the establishment or expansion of large-scale dirty fossil fuel industries.

Cambria Keely

[REDACTED]

Woodland, WA 98674

VANCOUVER AUDUBON SOCIETY

P.O. Box 1966 Vancouver, WA 98668-1966
www.vancouveraudubon.org



May 17, 2021

Vancouver City Council
cmo@cityofvancouver.us

Testimony regarding six-month extension of the temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities

The Vancouver Audubon Society supports the proposed extension of the moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities in Vancouver.

The moratorium provides the necessary time for the City of Vancouver to develop a permanent policy to address large-scale fossil fuel facilities. The moratorium also creates the opportunity to consider future large-scale fossil fuel facilities within the context of its broader plans for climate change and resiliency planning.

We urge the City of Vancouver to complete the ordinance, as outlined in the Six Month Work Plan, and adopt it in December 2021 without any further extensions.

We support the ordinance language and we urge the City Council to keep the ordinance strong as it moves towards adoption.

We must act for our climate. Two-thirds of North American birds are at increasing risk of extinction from global temperature rise. The National Audubon Society's ground-breaking report, *Survival by Degrees: 389 Bird Species on the Brink*, shows that the majority of North American bird species are at risk of extinction from climate change – including bird species that occur right here in Vancouver. The report also shows that if we take action now we can help improve the survival chances for the majority of species at risk—but we have to move quickly.

By stabilizing carbon emissions and preventing additional warming above pre-industrial levels, 76 percent of vulnerable species will be better off, and nearly 150 species would no longer be vulnerable to extinction from climate change. Renewing the moratorium now and adopting the ordinance by December 6, 2021, will enable the City of Vancouver to move forward on taking action for our climate.

Sincerely,

Susan Saul
Conservation Chair

May 17, 2021

Support for the Fossil Fuel Moratorium Extension

Heidi Cody


Vancouver WA 98664

Hello everyone my name is Heidi Cody.

Vancouver's location along the Columbia, and our train tracks, make us a perfect route to get oil and fracked gas to Asia. There are two aspects of this: the trains that bring these hazardous products through and into our community; and the transfer points, terminals and storage tanks that new fossil fuel infrastructure would require. Both carry huge risks.

Over the past several years rail companies have been cost-cutting to increase profits. Trains have been getting longer; braking technology has not improved; inspection times for train cars have been slashed; a lot of jobs have been cut, and overtime has increased. It's obvious, but it's a bad idea for fatigued employees to inspect or drive explosive trains that can be up to 2 miles long.

A big new terminal here would mean a lot more train traffic. But even if no terrible train event happens – no derailments, no fires – the smelly fumes from a new gas or oil terminal would ruin our air quality. We should not risk ruining Vancouver with the toxic pollution and dangers that come with new fossil fuel infrastructure.

We are also in the Cascadia subduction zone and overdue for a massive earthquake. That alone should automatically disqualify Vancouver from these projects. Having more gas and oil storage or terminals here is inviting catastrophe.

Please extend this moratorium, and let's make it a permanent ban as soon as we can.

Thank you,



Heidi Cody

From: [Don Steinke](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Don Steinke's moratorium comment May 17, 2021
Date: Monday, May 17, 2021 11:51:36 AM

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

To the City Council: Hello everyone, I'm Don Steinke

On June 2, of 2014, the Vancouver City Council meeting was held in the Hilton Ballroom. 650 attended to express support of your resolution in opposition to the proposed Tesoro Savage Oil Terminal.

Thanks to all of you who voted for it.

Several of us are back tonight to support your new moratorium regarding fossil fuels.

I was told by the lobbyist for Tesoro-Savage; that they are just responding to demand, implying it's our fault not theirs. I replied that demand is created. There is no such thing as innate demand for any commercial product.

We were also told by the oil companies, oil is not going away anytime soon. There will always be a need for oil which may be true, but not for combustion.

Last Thursday, Harvard published research on the messaging used by the oil industry over the years.

Harvard highlights the same messaging I heard, the shifting of blame to individuals with their Rhetoric of consumer "demand", and there will always be a need for oil.

The Harvard study highlights other deceptive messages used by the oil and gas industry, but they haven't kept up with their latest tactic of renewable gases which is a bait and switch message.

I urge extension of the moratorium because a dozen applications for new projects could show up tomorrow without it.

I hope you will continue to allow on-line public participation after the Covid crisis is over. Doing that will reduce demand for fossil fuels, new roads, parking spaces. Thanks for all you do.

From: [Joann Derie](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Extending the moratorium on large bulk fossil-fuel storage
Date: Monday, May 17, 2021 9:57:07 AM

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

City Council,

I strongly urge the city to complete this ordinance update without any further extensions beyond this one. If we invest in these fossil fuel facilities, we cannot reduce our emissions to the 2030 goal established by our legislature. Besides keeping our community safer, we need to do our part and set an example to other cities.

Fossil-fuel pollutants have an adverse effect on children's educational performance. There has been a significant increase in climate-related disasters such as rising seas, storms and as we experienced last year, wildfires, as a result of a high-carbon economy. This results in a surge of climate migrants within our own country and from other countries.

We need to do all we can to pivot to a low-carbon economy. Extending the moratorium on new or increased capacity for large bulk fossil-fuel storage facilities and ultimately passing the ordinance would be step in this direction.

Thank you,

Joann Derie

Sent from my iPad

From: [Nancy M. Helget](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Fossil fuel moratorium
Date: Monday, May 17, 2021 10:27:01 AM

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

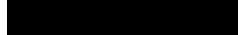
Dear Mayor and City Council members,

Please vote to extend the moratorium on bulk fossil fuel facilities. The moratorium is an essential component of the climate action plan the city ultimately adopts. It's particularly important in light of the extensive existing and proposed waterfront development. Bulk fossil fuel facilities are inconsistent with that development and the vision of Vancouver as a healthy, liveable city.

Our city can and must develop economically and in a sustainable way that doesn't rely on fossil fuels. The city should act to attract non-polluting businesses in order to attract residents who more and more want to live in a clean and healthy community. The moratorium promotes and furthers that purpose.

Thank you for your efforts to protect our climate. Our children and grandchildren depend on those efforts.

Nancy Helget



Vancouver

From: [Henry Sessions](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Fossil fuels moratorium 5/17 agenda
Date: Monday, May 17, 2021 10:01:56 AM

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

To Vancouver City Council:

I would like to register support for extending the Vancouver fossil fuels moratorium for another six months (and ultimately indefinitely). The community has spoken clearly about its wish to keep oil and gas terminal facilities out of our city. I have lived in Vancouver for 11 years and have seen the city change for the better in many ways, with encouragement of a vibrant downtown and uptown business and restaurant/bar community, the waterfront development, plans for a Terminal 1 public market, and smart development plans such as rapid transit on Fourth Plain and the vision for the Tower Mall area on Mill Plain. Locating an oil or gas terminal in the heart of our community would be taking us backwards in terms of progress, not to mention the dangers from explosions, leaks, catastrophic earthquakes, etc. Vancouver needs to continue its progressive development trajectory, and be a leader in moving to a clean energy future. Please extend this fossil fuels moratorium and start working toward a permanent moratorium.

Respectfully,

Henry Sessions

[REDACTED]

Vancouver, Wa 98661

[REDACTED]

From: [jerry rolling](#)
To: [City of Vancouver - Office of the City Manager](#)
Cc: [Peter Fels](#); [Sara Rolling](#); [ted Gathe](#)
Subject: Fossil fuels moratorium
Date: Monday, May 17, 2021 8:59:13 AM

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

I am writing to support efforts to impose a moratorium on fossil fuels facilities in Vancouver

The use, transportation, extraction and storage of fossil fuels produces polluting, sometimes noxious, and climate changing gases.

We are now in sight of providing our energy needs without recourse to fossil fuels. Solar, wind and technologies yet to be developed are the way of the future and more in line with our shared vision for Vancouver. Hydrogen in particular will enable us to use the Columbia River's unused capacity, acting like a battery, and producing ultra clean energy

Celebrate the future; moratorium the past!

Sent from my iPad

Delapena, Amanda

From: Steve Foster <s[REDACTED]>
Sent: Friday, May 14, 2021 6:58 AM
To: City of Vancouver - Office of the City Manager
Subject: May 17 Council Mtg Comment

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 writing to comment on future fossil fuel facilities in Vancouver. The state legislature has established the goal of reducing emissions 45% below 1990 levels by 2030, and we cannot reduce emissions by investing in more fossil fuel facilities. The current moratorium on fossil fuel facilities should be maintained. There should be no new or expansions of existing large bulk fossil-fuel storage facilities in Vancouver.

Thanks,
Steve Foster
Vancouver WA

Delapena, Amanda

From: John Bruce Liles <[REDACTED]>
Sent: Friday, May 14, 2021 6:55 AM
To: City of Vancouver - Office of the City Manager
Subject: Extend the moratorium

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

This is an email in support of extending the moratorium on new or expansions of existing large bulk fossil-fuel storage facilities.

John Bruce Liles
[REDACTED]

Vancouver

Delapena, Amanda

From: Rick Marshall <ca[REDACTED]>
Sent: Sunday, May 16, 2021 5:52 AM
To: City of Vancouver - Office of the City Manager
Subject: Item #4 Consent Agenda -- Moratorium on Fossil Fuel Facilities

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

Dear Vancouver City Council and Staff,

Just a reminder that the current Moratorium has done much to protect upstream rail communities. Rail communities like Camas and Washougal have very little ability to stop hazardous rail shipments that pass right through our cities. We often see oil trains chugging through downtown Camas and it would be tragic if that traffic were to dramatically increase. I urge the Council to extend the Moratorium and make the ban permanent as soon as possible. Your upstream neighbors very much appreciate your help in keeping all of us safe. Thanks!

Rick Marshall
[REDACTED]
Camas, WA 98607
[REDACTED]

From: [M. Keely](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Moratorium Extension Please
Date: Monday, May 17, 2021 11:58:44 AM

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

Hello,

I am Mark Keely. My address is [REDACTED], Woodland, WA.
Fossil fuel trains should never be allowed. Especially in or around any cities. It's like equating them to Russian Roulette. Should you want to extend the train size. That would be like adding another bullet in the chamber. The only people who would gain from any train size are the fossil fuel industries at your expense. Especially if an accident should (& when) happens. And accidents happen all the time. So if you feel like taking chances with other peoples life's for the fossil fuel industries, find somewhere else to put it all. It's an insane idea & never should be considered. Common sense says, Put an extension on the moratorium and never give it a second thought, you'll be glad you did. Thank You.

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Monday, May 17, 2021 12:03 PM
To: Delapena, Amanda
Subject: FW: Support for Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities

Testimony for council meeting

Kerry Peck | Administrative Assistant



CITY OF VANCOUVER, WASHINGTON
City Manager's Office/Administrative Assistant
P: (360) 487-8616

www.cityofvancouver.us | www.cityofvancouver.us/socialmedia



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

From: Helen Ost [REDACTED]
Sent: Friday, May 14, 2021 12:43 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Support for Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities

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

To: the Mayor and City Council

From: Helen Ost, Vancouver resident

RE: Support for renewal of the six-month extension of the establishment of new, or expansion of existing, large-scale fossil fuel facilities

This action is preventive. Approval prohibits any new processes for permits for expanded fossil fuel facilities such as LNG storage facilities or more gasoline storage tanks.

The staff report notes that in addition to allowing the City a wider choice of future development, it allows time for all the public processes, environmental review, and consideration for the work on the Strategic Plan and Climate Action Plan before any approval of the fossil fuel facilities.

The budget impact is minimal, and assures that any future expansion follow the work that is in process.

I support the staff report that lists the advantages of promoting that our urban environment is one of the safest, most environmentally responsible and is well maintained.

I request the renewal be approved.

Helen Ost

[REDACTED]
Vancouver WA 98664
[REDACTED]

We need acts of restoration, not only for polluted waters and degraded lands, but also for our relationship to the world... to receive the respectful acknowledgment of the rest of the earth's beings."

– Robin Wall Kimmerer, *Braiding Sweetgrass: Indigenous Wisdom, Scientific Knowledge, and the Teachings of Plants*

Delapena, Amanda

From: Dorethea Simone <[REDACTED]>
Sent: Saturday, May 15, 2021 4:31 AM
To: City of Vancouver - Office of the City Manager
Subject: extension of M 4323

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

Dear Vancouver City Council members:

Thank-you for your attention to this matter.

Please, extend the moratorium, Ordinance # M-4323 because the longer the extension, then better chance we have of finding cleaner, alternative fuel and green energy. Our children and Grandchildren need every extra action we can take to bring them a healthier future.

Washington State can be a great example for other states that are already polluted almost beyond redemption.

Thank-you!

Dorethea Simone

[REDACTED]

Camas, WA 98607-9204

[REDACTED]

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Monday, May 17, 2021 12:02 PM
To: Delapena, Amanda
Subject: FW: written testimony for fossil fuel moratorium vote on May 17th

Testimony for council meeting

Kerry Peck | Administrative Assistant



CITY OF VANCOUVER, WASHINGTON
City Manager's Office/Administrative Assistant
P: (360) 487-8616

www.cityofvancouver.us | www.cityofvancouver.us/socialmedia



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

From: shana sundstrom <s[REDACTED]>
Sent: Friday, May 14, 2021 12:54 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: written testimony for fossil fuel moratorium vote on May 17th

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

Dear City Council,

I strongly support extending the moratorium on all large and new bulk fossil fuel storage facilities. It is critically important that we take clear steps towards reducing and ultimately eliminating our reliance on fossil fuels.

Our legislature has established the goal of reducing emissions 45% below 1990 levels by 2030, and we cannot reduce emissions by vesting more fossil fuel facilities.

Thank you,

Shana Sundstrom, PhD (ecologist)

From: [Jim C](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Support: Extending the bulk fossil fuel moratorium
Date: Monday, May 17, 2021 10:09:46 AM

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

To: Vancouver City Council

I encourage you to extend Vancouver's moratorium on further bulk fossil fuel infrastructure in Vancouver pending completion of Vancouver's climate change related planning.

We face prolific evidence of rapidly accelerating climate change. It is imperative that we act to moderate climate warming influences quickly. I look forward to the City completing its climate change planning and moving forward with efforts to respond to these needs.

Thank you,

James Clute

 Vancouver, WA 98685

From: [Peter L. Fels](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Vote to Extend Fossil Fuel Storage Moratorium
Date: Sunday, May 16, 2021 10:07:17 PM

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

Dear Mayor and Councilors,

I hope you will permanently prohibit the storage of bulk fossil fuels in the City. Vancouver can be so much more than a hub for fossil fuel storage and transportation. Fossil fuels are dangerous, smelly and polluting. Large storage facilities will discourage other businesses and both new and existing residents. Storage facilities also tend to be placed near communities of color and lower income people, thus exacerbating inequality.

I understand staff has not had time to complete work to make the ban permanent, so in the meantime please approve the current proposal to extend the moratorium.

Thank you,

Peter Fels

Sent from my iPad

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Friday, May 14, 2021 12:02 PM
To: Delapena, Amanda
Cc: Lande, Aaron
Subject: FW: fossil fuel facilities

Follow Up Flag: Follow up
Flag Status: Completed

For council

Kerry

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

From: Mardi Wood <[REDACTED]>
Sent: Friday, May 14, 2021 11:44 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: fossil fuel facilities

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.

Our legislature has established the goal of reducing emissions 45% below 1990 levels by 2030.
We cannot reduce emissions by vesting in more fossil fuel facilities!
Thank you,
Mardi Wood

From: [Arthur Ungar](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Written comments for City Council meeting May 17 Item 4
Date: Monday, May 17, 2021 12:40:59 PM

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

I'm writing in support of the Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities

As described by the staff, this would allow more time for the completion of the Climate Action Plan. More fossil fuel facilities will contradict the State mandate to reduce carbon emissions.

Art

--

 Vancouver WA 98660

From: [Janice Ritter](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Written comments for City Council meeting
Date: Monday, May 17, 2021 10:02:57 AM

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

Hello, my name is Janice Ritter. I appreciate the effort going into the planning, but still disappointed in the attitudes of some of the planners. I have many things to say and very little time for detail so..

1. Mill Plain. You say that take our word, Mill Plain will be safe with parallel parking. Mill Plain is a main arterial between I5 and 205 with more traffic being added with your development. The bus goes in the travel direction and exits on the passenger side. Parallel parking delays traffic and though space is provided, it is not feel safe when cars buzz by. Are you creating a bottleneck along Mill Plain? Parking along Devine and MacArthur make sense.
2. How well have you coordinated with the school districts? The schools are being developed for the current population. What will happen when you add all the additional people to this area? Are you expecting them to be childless as well as carless? You said you plan to use the school parking for overflow parking, but the school has events also that use the parking.
3. Parking should be available within the development and not spill out into the neighborhoods. It sounds like an old song and dance, but we still fear out safe quiet neighborhoods invaded by vehicles that should be provided into the neighborhood. Your parking ratios for multifamily units are too small. Most have 2 family incomes and need access to work.
4. TDMs are not the answer to lowering parking ratios. How effective is it really? Why are we the Guinea pigs? Many of them have flaws. You are worried that parking will take up too much space in the future, but your idea of free bus passes can be quickly wiped away. Having reduced rent for someone who doe does not have a vehicle will cause a problem then they move, and the next people do not have a place for their vehicle. And what about visitors? Then there is the overflow from big events, like Saturday Market or concerts that you are planning. We have a safe neighborhood to walk and see neighbors. You will be taking that away with parking in our neighborhoods because of your poor planning now.
5. I like the idea of limiting bike parking and allowing them to park inside their room. Bike theft is serious. We personally had a bike stolen.
6. I am concern with the densities you are insisting on will be vacant in the future when the tide turns back to suburbs because of the affect Covid will have on the people living thru it.

There are many concerns with this plan, but the neighborhoods have limited their voice to building heights and parking. We hope you can give up some of your ideals to encompass our concerns.

Janice Ritter
Dubois Neighborhood



Holli Johnson
Manager NW Region

May 17, 2021

Via Email:
cmo@cityofvancouver.us

Mayor Anne McEnerny-Ogle and
Vancouver City Council Members
Post Office Box 1995
Vancouver, Washington 98668-1995

**Re: Western States Petroleum Association Comment on proposed ordinance
extending the six-month moratorium first enacted by Ordinance No. M-4295, and
extended by Ordinance No. M-4323, for an additional period of six months**

Dear Mayor McEnerny-Ogle and City Council Members:

Western States Petroleum Association ("WSPA") appreciates the opportunity to provide comments on the proposed subject ordinance that would extend the moratorium enacted by Ordinance No. M-4295, which prohibits the establishment of new, or expansion of existing, large-scale fossil fuel facilities (the "Moratorium") for an additional six months. WSPA is a nonprofit trade association representing companies that explore for, produce, refine, transport, and market petroleum and petroleum products in five western states, including Washington. WSPA members operate petroleum terminals in the City of Vancouver (the "City") and oppose the Moratorium and proposed extension thereof.

WSPA members have operated in the City for years. This area provides key energy and emergency infrastructure as recognized by various city, state, and federal documents. WSPA members believe that the Moratorium constrains existing operations and projects for current and near-future regional needs for energy, including the need for lower-emission fuels. With the current economic uncertainty, any additional and unnecessary regulations—such as the Moratorium—should be avoided to allow economic recovery to occur.

**The Extension of the Moratorium Will Cause Significant Adverse Impacts on Regional
Energy Supply, Transition to Lower-Emission Fuels, and Seismic and
Groundwater Safety**

The Moratorium is counterproductive. It creates barriers to fuel facility upgrades, including fuel facilities' use of evolving fuel types as the region grows, technology advances, and fuel standards change. Each time fuels with lower emissions are developed or required by a governmental entity, new or updated infrastructure is needed to provide that fuel. The Moratorium prohibits

improvements and beneficial innovation to the City's fuel infrastructure. Its effect is to freeze the current fuel supply system in place.

Specifically, the Moratorium affects the City's fuel facilities in the following ways:

- Prevents fuel facility equipment upgrades necessary to meet market demand or comply with lower-emission federal and state fuels law;
- Discourages fuel facility safety upgrades, which most often occur concurrently with market-based infrastructure expansion and improvement;
- Prevents fuel facility efficiency upgrades that generally reduce greenhouse gas emissions, in contravention to the Moratorium's climate change prevention goals;
- Discourages the City's fuel facilities' transition to newer, lower-carbon-fuel sources;
- Thwarts the introduction of future technologies that do not fit within the current fossil fuel infrastructure framework;
- Prevents new fuel facilities that can deliver fuel more efficiently and with lower emissions;
- Prevents new fuel tanks for blended fuels that transition toward lower-carbon-fuel sources;
- Prevents fuel facility upgrades that would trigger seismic safety improvements and retrofits; and
- Forces fuel facilities to stay in areas with heightened seismic and groundwater risk by prohibiting fuel suppliers from relocating facilities to areas that have lower seismic risk and lower risk of impacting City groundwater resources.

In short, the Moratorium freezes existing infrastructure in place and prohibits beneficial changes to fuel infrastructure. If the Moratorium had been passed 20 or 30 years ago, the City would have missed out on years of safety and emissions improvements, which would have resulted in higher emissions and less-safe facilities today. The effect of the Moratorium is to increase emissions and decrease safety over time. The Moratorium fails to deliver, and in fact hinders, its intended benefits of reducing emissions and improving local safety.

The proposed extension of the Moratorium will keep in place these substantial barriers to the progressive evolution of the City's fuel industry. The Moratorium and the proposed extension also suffer from an incorrect understanding of how greenhouse gas emissions occur in the fuel supply chain and how seismic improvements and other safety improvements occur within this type of critical energy infrastructure.

The Moratorium does not reduce the regional demand for fuel. Fuel is a product with inelastic demand. There are few to no supplements for most types of fuel, so consumers will continue to demand fuel, even if it must be delivered through less-efficient modes with greater cost and emissions. As regional demand for fuel quantity grows and demand for types of fuel changes (including increased demand for fuel with less carbon), that fuel will need to be supplied through



Mayor Anne McEnery-Ogle and
Vancouver City Council Members
May 17, 2021

a new facility or by additional fuel trucks on the road coming from existing facilities. Forcing fuel distribution through older facilities and trucks increases the cost and emissions of fuel distribution while discouraging seismic, environmental, and safety upgrades. For these and all the other reasons above, the City should decline to extend the Moratorium.

Thank you for your consideration of WSPA's comments. If you have any questions or comments, please contact me at hjohnson@wspa.org or 360-239-2248.

Sincerely,

A handwritten signature in blue ink that reads "Halli Johnson". The signature is written in a cursive, flowing style.

cc: Eric Holmes, City Manager (eric.holmes@cityofvancouver.us)
Jonathan Young, City Attorney (vanlaw@cityofvancouver.us)
Jessica Spiegel, WSPA
Jodie Muller, WSPA

A portrait of a woman with a warm, steady gaze, wearing a light blue surgical face mask. She is adorned with a vibrant magenta and red headwrap. Her attire consists of a bright yellow top with a white V-neck collar. The background is a solid, warm-toned wall. The lower portion of the image features a dark purple banner with a subtle floral pattern, containing the report's title and logo.

2020 ANNUAL REPORT

CLARK COUNTY
COMMISSION
on
AGING

Commission on Aging

- Created in 2012 to manage and carry out Aging Readiness Plan
- Diagram to the right illustrates our work



Focus Areas

Housing 2016



Supportive Services 2017



Transportation 2018



Healthy Communities 2019



Engagement/Advocacy 2020



COVID-19 IMPACTS 2020



COVID-19 Impacts on Older Adults

- Access to food, supplies, and medications
- Housing challenges for vulnerable older adults
- Impacts of isolation and lack of socialization on older adults



Access to Food, Supplies, and Medications

- Prepared Meals
- Groceries
- Delivery
- Transportation
- Socialization



Linda Green

Housing Challenges for Vulnerable Older Adults



Andre Ouellet

- Impacts on the houseless and those at-risk
- Service adaptations in senior housing:
 - Partnerships
 - Isolation intervention
- Keeping residents engaged and healthy

The impacts of isolation and lack of socialization

- Heart disease
- High blood pressure
- Cognitive decline
- Depression



Commission Takeaways and Reflections

1. Technology and internet access
2. Housing
3. Funding
4. Advocacy
5. Information and communication
6. Collaboration, coordination, and cooperation among organizations



Update on strategy/recommendations

- Healthy Communities
 - Special shopping times
- Transportation
 - Pedestrian accessways
 - North County transportation pilot
- Supportive services
- Housing
- Education, awareness and advocacy
 - Silver Citizen Award



2021 Road to COVID-19 Recovery

- Kick-off
- First and early responders
- Health and wellbeing
 - Serious illness and caregiver support
 - Food as medicine
 - Social determinants of health
 - Social connections
- Personal economics/Financial recovery



Thank you!

Comments and questions

Website:

www.clark.wa.gov/aging

Stay engaged. Sign up for updates:

<https://clark.wa.gov/community-planning/get-project-updates>





2020 ANNUAL REPORT

CLARK COUNTY
COMMISSION
012
AGING

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cover image: Shutterstock

FROM THE CHAIR

DEAR COMMUNITY MEMBERS, As we all know, 2020 was a major challenge for all of us. Coronavirus, or COVID-19, derailed the Commission on Aging’s original focus for the year, Community Engagement and Advocacy. Instead, after safely going on hiatus over the summer, we reconvened in a new virtual meeting forum in late summer and for the rest of 2020. And I’m sure you can understand, our focus was on how COVID-19 has impacted our senior adult community and ways we can support many of our most health-vulnerable residents.

Thank you for helping make this year’s focus on COVID-19 a success. Your attendance, questions, and comments at our public meetings were invaluable. Your passion and commitment to finding solutions that make Clark County more aging-friendly have been crucial elements of our process.

At our monthly meetings beginning in October and ending in December, the commission hosted representatives from local agencies and organizations who work directly with older adults and could provide insights on how the pandemic has impacted older adults in Clark County, specifically regarding access to food and supplies, housing, and socialization.

We also received an update from Clark County Public Health Director/Health Officer Dr. Alan Melnick on the outlook for addressing COVID-19 issues in 2021 as well as the rollout of vaccines.

Finally, we awarded our first-ever Silver Citizen award to an amazing volunteer, Evelyn Hallett and recognized many others for their contributions to supporting senior adults in Clark County.

Our report summarizes what we heard, what we learned, and what we recommend as we continue to struggle with the effects of COVID-19. In 2021, we hope to address how we come out of the pandemic and measures our community can take to recover. We remain steadfast in our charge to educate, raise awareness and advocate through focus areas outlined in the Aging Readiness Plan.

We are grateful to Clark County for creating the Commission on Aging in 2012 as a forum to address important issues. Our goal then and now is to achieve an “all-age-friendly, livable community.” We continue to count on you to reach that goal.

Thank you,

Chuck Green, Chair
Commission on Aging

WHO WE ARE

AGING READINESS PLAN

In 2010, knowing more than 10,000 people nationwide turn 65 each day, the then-Board of County Commissioners appointed a 24-member panel to assess the county's capacity to serve its older residents. The Aging Readiness Task Force developed the Aging Readiness Plan, which identified five focus areas: housing, transportation, supportive services, healthy communities and community engagement. The plan includes perspectives about how to effectively cultivate and protect what residents say they want most - the ability to age in the home and community where they live.

COMMISSION ON AGING

The Commission on Aging was established on May 20, 2012, and is tasked with leading and managing the implementation of the Aging Readiness Plan and fostering countywide awareness, dialogue and insight into challenges and opportunities for residents of all ages, incomes and abilities. The commission is supported by volunteer members appointed by the Clark County Council. Commission members provide leadership, education, advocacy and community awareness and serve as community ambassadors.

2020 Members

Nancy Dong
 Chuck Green, Chair
 Amy Gross
 Franklin Johnson
 Marjorie Ledell
 Meghan McCarthy
 Linda O'Leary
 Larry Smith, Vice-Chair
 Tanya Stewart
 Pamela Wheeler

Commission on Aging Mission As community ambassadors, the Commission on Aging provides leadership, advocacy, community awareness and partnerships to initiate change toward an all-age-friendly, livable community.

CHANGING PLANS DUE TO COVID-19

The Commission on Aging originally planned to dedicate its eighth year to the topic of community engagement and advocacy, planning to engage further with each of the city/town councils and community members in different geographic areas of Clark County, to gather feedback and see if any collaboration opportunities or policy ideas developed through those conversations.

Shortly thereafter, the COVID-19 stay at home order went into effect. After a couple of months hiatus from meeting, the Commission resumed holding monthly meetings (virtually) in August 2020.

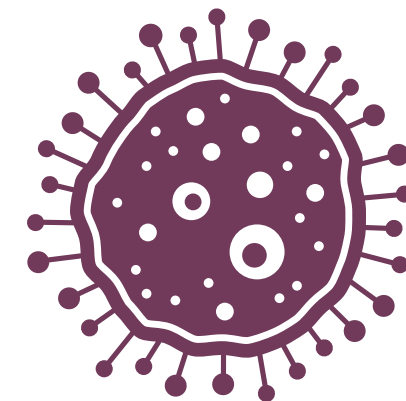
Once the commission was able to resume meeting, they expressed an interest in spending the remainder of 2020 learning about the impact COVID-19 has had on older adults in Clark County. The commission wanted to hear from our local organizations and agencies that support older adults regarding the adjustments that had to be made in providing services during a public health crisis that significantly impacts older adults' health and well-being.

Starting at their October monthly meeting through December, the commission hosted local experts who provided insights on a specific aspect of how the pandemic has impacted

older adults in Clark County. The presentations were to:

- educate commission members and the public;
- direct questions to the expert to gain further information;
- seek comments and questions from the public;
- share information and highlight community resources; and
- identify ways to shape policy or advocate for change.

The commission will conclude its 2020 focus on COVID-19 by holding a joint meeting with the Clark County Council on Wednesday, February 17, 2021.



COVID-19 IMPACTS ON OLDER ADULTS



As the coronavirus began to spread in the US in early 2020, it quickly became evident that older adults were disproportionately impacted by the pandemic in a variety of ways. According to the CDC, older adults are at greater risk of requiring hospitalization or dying if they are diagnosed with COVID-19. At the commission's December meeting, Dr. Alan Melnick, Clark County Public Health Director, informed the commission that 92% of deaths in Clark County were among people 60 and older.

In addition to the virus' impact on the mortality rate of older adults, the pandemic brought other concerns regarding the health and well-being of seniors, especially the community's most vulnerable. These disruptions included access to care, challenges with technology that can connect people to healthcare (telehealth/telemedicine appointments) and social interaction, and concerns of isolation that can exacerbate existing mental health conditions.

Starting in October, the commission invited a variety of local organizations and service providers to talk about how COVID-19 has impacted Clark County older adults and to share how these providers have had to adjust the services they provide during the pandemic.

ACCESS TO FOOD, SUPPLIES, AND MEDICATIONS

PRESENTERS

Mikayla Springob, Area Agency on Aging and Disabilities of Southwest Washington (AAADSW)

Alan Hamilton and Emily Kaleel, Clark County Food Bank

Jeananne Edwards, Human Services Council (HSC)

In October 2020, the commission heard from staff with the Area Agency on Aging and Disabilities of Southwest Washington (AAADSW), the Clark County Food Bank and the Human Services Council (HSC). These organizations and agencies provide support and services to older adults to meet their everyday needs regarding food, supplies and transportation. They shared specific challenges older adults are facing during the pandemic and how they have had to change their service delivery methods to help older adults get the supplies they need.

COVID-19 impacts on local area food and transportation providers included:

- Closure of senior nutrition congregate meal sites (typically open every day of the week in various places throughout Clark County)
- Significant increase in demand for home-delivered meals
- Reduced use of transportation program services (typically helps older adults get to medical appointments and other essential services)
- Need for more personal protective equipment (PPE) and sanitization supplies

- Decrease in number of older volunteers due to the risk of the disease for that age group (older adults are a large portion of the volunteer pool for these organizations)

Challenges to access food in Clark County during COVID-19

There are several challenges for someone to access food and other essential supplies.

Stigma

Older adults who have limited mobility and/or are at high risk to the disease may need to rely on other people for help. Asking for help can be embarrassing and a big barrier for individuals to overcome; even worse is if they have no one to call to assist them.

Language

Many older adults in Clark County are non-English speakers and may have difficulty reading, writing and speaking English.

Financial

COVID-19 has also impacted many peoples' finances. The Food Bank, for instance, has never had so many people reach out and say, "I have never done this before, I don't even know how to get food."

I don't know if we can normalize the idea that getting help is OK. We work hard to reduce barriers and destigmatize the process of getting food, but the more we can all do to destigmatize how we talk about getting help with things like food, the better. We live in a world where words really matter. In our conversations, find ways to do more of that. - Alan Hamilton, Executive Director, Clark County Food Bank

Food resources in Clark County and service adaptations during COVID-19

Prepared Meals

With the close of congregate meal sites and increased demand for meal delivery, Meals on Wheels People reached more people through its home delivery offerings. They adapted their delivery program from five times a week to once a week. Deliveries include hot meals, frozen, fresh and shelf-stable foods.

Based on a home delivery survey, 75% of the recipients prefer the once-a-week delivery as it provided more freedom in individuals' own schedules because they don't have to be home at a specific time. It also cuts back on wasted meals when clients are not home to receive the delivery. The organization plans to continue this option after the pandemic is over.

For those who are houseless or suffering from food insecurity, several prepared food services are still being provided to people, using a modified approach. According to an article from the Columbian in December of 2020, Free Hot Soup Vancouver, a volunteer organization, offers a free hot soup program, along with passing out cold weather supplies.

Groceries

There are 21 food pantries throughout Clark County that provide free groceries to those in need. All pantry sites have stayed open during the COVID-19 pandemic. All operate differently, some are drive-through, others allow people inside, along with the option to pick-up boxes.

The drive-throughs and box pick up options have become more popular during the pandemic since it allows for

FOOD
PANTRY MAP
CLICK
HERE



Clark County Food Bank

easier social-distancing. Additionally, these options are beneficial for those who feel shy or embarrassed about utilizing these services. They are more private than shopping in the food pantry in-person, that is for those who have reliable access to transportation options.

The Senior Farmers Market Nutrition Program (SFMNP), a state program which provides funding for fresh produce and honey at farmers markets, experienced an increased demand this year for vouchers. Unfortunately, they had the same number of vouchers available as last year, and were therefore unable to serve more people who were in need.

Delivery

Before COVID-19, there were almost no food or supply delivery services for people experiencing food insecurity, except for Meals on Wheels. CARES funding and increased need helped local service providers create delivery options. The Clark County Food Bank, for instance, will provide individual home delivery if a person cannot pick-up food. The Food Bank is also partnering with senior living facilities providing weekly food boxes.

Community transportation providers are coordinating with outside agencies and churches on pick-ups from food pantries

The best thing we can do is talk to the people and seniors we know, people in line in the grocery store. Share the information you have. We get a lot of referrals because of friends. Spreading information is very helpful. - Mikayla Springob

or stores and delivering items to older adults. The Human Services Council has received an increase in additional requests such as medical prescription and library book delivery. They are also assisting individuals with learning how to search the internet to find programs/services for things they need (since many older adults may not have access or know how to use certain technology). The broader community has also stepped-up with people offering to buy or deliver food for their neighbors.

Transportation

Public transit and community transportation providers continue to provide transportation during the pandemic. The Human Services Council initiated a planned pilot program in the fall of 2020 to provide transportation options to north

county residents into Battle Ground for essential services. While the pandemic may not be the best time for launching a shuttle service, the Human

Services Council is piloting it now with safety measures in place due to the continued transportation need.

Isolation

Meals on Wheels People offer their clients once-a-week wellness check phone calls to check in on their well-being and any needs they might have like extra food, safety, etc. Due to concerns of prolonged isolation, they also offer clients a once a week friendly social chat call where a volunteer calls a client to have a conversation.

Human Services Council staff members have been calling to check in on their regular clients whom they have not heard from lately.



Resources

If you or someone you know is an older adult and in need of food, supplies or other assistance with essential needs, contact:

Area Agency on Aging & Disability of SW Washington for assistance: 888-637-6060 or www.helpingelders.org

COVID-19 Resources
www.helpingelders.org/covid-19-resources

Community Resources
www.helpingelders.org/im-a-senior/find-community-resources

If you or someone you know of any age are in need of food and do not know where to start, contact:

Clark County Food Bank: 360-693-0939 or www.clarkcountyfoodbank.org

If you or someone you know are in need of transportation and do not know where to start, contact:

Human Services Council: 360-694-6577 or www.hsc-wa.org

North County Shuttle Service Flyer
clark.wa.gov/sites/default/files/media/document/2020-10/NorthCountyShuttleService_InfoFlyer_9.17.20.pdf

Volunteers in Motion Program: www.hsc-wa.org/services/volunteers-in-motion

Meals on Wheels: www.mowp.org

Clark County Public Health coronavirus data

Free Hot Soup Vancouver



HOUSING CHALLENGES FOR VULNERABLE OLDER ADULTS DURING COVID-19

PRESENTERS

Hilaree Prepula, Vancouver Housing Authority

Clara Johnson, REACH Community Development
Isabella Court I

Kate Budd, Council for the Homeless

For some, the COVID-19 pandemic means hunkering down at home with limited trips to public places for essential items. For others, having stable housing may be a challenge that COVID-19 has exacerbated. For a growing number of older adults in our community, staying at home is impossible if you do not have a home. In November 2020, the commission heard from the Vancouver Housing Authority (VHA) and REACH Community Development staff who manage

residential buildings that house older adults with limited incomes. The commission also heard from the Council for the Homeless staff on the impacts COVID-19 is having on Clark County's unhoused older adults.

COVID impacts on residents living in VHA and REACH properties included:

- Reduced lease-ups (the time period for a newly available property to attract tenants and reach stabilized occupancy)
- Closure of all common areas for visitors and activities
- Fewer on-site resources
- Resident anxiety about health and safety, social isolation, lack of digital access to stay connected, transportation, and food insecurity

Service adaptations in senior housing during COVID-19

Both VHA and REACH have focused on balancing safety protocols with isolation intervention. Both organizations have implemented changes in how resident service coordi-

nators build community and provide support on-site when in-person contact is limited.

- VHA partnered with Meals on Wheels, the Food Bank, and faith-based organizations for food delivery.
- REACH has food pantries on site at some of their developments and was able to adjust safety protocol and continue serving their residents.
- Residence Service Coordinators provided isolation intervention with residents via telephone.
- VHA began a social media campaign for letters, cards and warm messages from the community.
- Local faith-based organizations "adopted" buildings and were available to provide food and other goods, when supplies were running low.

Keeping residents engaged and healthy

As the pandemic progressed, VHA and REACH staff organized virtual social activities such as in-home bingo, wellness challenges, activity packets, virtual social gatherings, resident appreciation days, and PPE fairs. Resident service coordinators assisted residents with paperwork and other needs via Zoom, coordinated unique transportation needs for residents, and provided ongoing communication about COVID-safety. The VHA was able to use CARES funds to purchase devices for residents to stay connected and partnered with the Area Agency on Aging and Disabilities of Southwest Washington to connect residents with telehealth services. VHA also brought University of Portland students on site to conduct blood pressure/medical checks and engage with residents.

COVID impacts on the houseless or those at risk of becoming houseless

Many seniors are on fixed incomes and are getting pushed out of their community due to rising housing costs. Social security has not kept up with the increase of housing and rent prices. Census data shows that more than one in four seniors are rent burdened, in which more than 30% of household income goes towards rent. An increasing number of older

adults are severely rent burdened, in which more than 50% of the household's income goes towards rent. At the time of this presentation in November 2020, one-third of households on Council for the Homeless' rent assistance waitlist due to COVID-19, were older adults.

For Clark County's unhoused community members in 2020, the top identified reasons for homelessness include lack of income, household crisis, and no available affordable housing options. The average income of older adults experiencing homelessness YTD in 2020 for people Age 55+ is \$903.35. The Fair Market Rent of a Clark County studio apartment is \$1,245.

Resources

Council for the Homeless

www.councilforthehomeless.org

Shelter and Housing Resources

Housing Hotline: 360-695-9677

Open seven days/week

COVID-19 Resources

www.councilforthehomeless.org/covid-19-info

Resource Guide

www.councilforthehomeless.org/clark-county-resource-guide

REACH CDC

reachcdc.org

Vancouver Housing Authority

vhausa.org

THE IMPACTS OF ISOLATION AND LACK OF SOCIALIZATION ON OLDER ADULTS DURING COVID-19

PRESENTERS

Lisa Capeloto, CDM Caregiving Services

Ann Pollock, Columbia River Mental Health

Dr. Dinelli Monson and Anne Schulze, United Healthcare

Loneliness and social isolation can cause serious public health risks for older adults, putting them at risk for heart disease, high blood pressure, cognitive decline, depression, and other serious medical conditions. The COVID-19 pandemic drastically changed how people interact with one another. Social distancing and self-quarantine limits exposure to infection, however it also limits our social interactions and can increase loneliness and feelings of isolation.

In December 2020, the commission heard about the exacerbated isolation impacts on older adults during COVID-19 from staff with CDM Caregiving Services, Columbia River Mental Health and United Healthcare. All three organizations provide support and resources to our local community, including older adults.

Insights from Columbia River Mental Health

Columbia River Mental Health provides mental health services in Clark County. Staff are seeing and talking to more people and more older adults who for the first time are saying they are depressed or anxious. Many people explain that they may have been feeling that way for a long time and that they

Isolation has taken a toll on our seniors' mental health with increased depression, anxiety, and, for some, increased substance abuse. - Ann Pollock, Registered Nurse, Columbia River Mental Health



just assumed the feelings came with age. Feeling depressed or anxious does not come with age. It comes, in part, right now, due to the isolating effects of the coronavirus. People who previously were able to manage their mental health without medication are now seeking medication. There has also been an increase in alcohol usage.

Staff members have been calling to check on people and found that just talking has shown to be quite positive. Staff also spends time discussing relaxation techniques with patients and helping patients with sleep hygiene. When we do not sleep well and we are isolated, our sleep gets worse and leads to worse mental health. Staff strive to empower each individual patient with the ability to not only cope, but at the end of the day to feel there was something good about the day.

Technology is great if you have it. If you don't have it, it's not even an option. Many patients are lucky if they have a flip phone. - Ann Pollock, Registered Nurse, Columbia River Mental Health

Insights from CDM Caregiving Services

During non-COVID times, CDM Caregiving Services provides in-home caregiving services and runs an adult day center. During COVID, the day center closed, and all social activities are now online. Certain social activities such as dining with others have not been an option during COVID. The CDM animal therapy programs are also on hold. Besides the loss of in-person interaction, challenges include availability of broadband service in different parts of the county, lack of technology, and cognitive abilities of learning how to use the technology. Many participants do not have someone in the home to help them use technology.

When CDM Services staff log on to start working with their clients online, many clients are already there waiting to see their friends and talk about how they are feeling. The ongoing virtual activities have been important to keep isolation at bay. CDM has a registered nurse reaching out to clients individually, especially those with medical issues and staff are encouraging clients to stay actively engaged in their favorite hobbies at home. Many CDM clients typically exercise at the organization's day facility, however during COVID, staff have delivered weights and exercise bands to some clients' homes.

Insights from United Healthcare

Dr. Monson from United Healthcare discussed isolation and social needs in the context of what an insurance company can do to assist. For instance, United Healthcare has accelerated payments to providers and waived all cost-sharing and co-pays for COVID diagnosis and treatment; provided unlimited telehealth visits at no cost; expanded assistance

for socially isolated members; and coordinated access to medications, supplies, food, care and support programs. The health insurance company has also partnered with the AARP Foundation to create a public education campaign about social isolation and created a free mental health mobile app and 24/7 emotional support phone line.

United Healthcare has a program called HouseCalls which is available to qualified members of certain UnitedHealthcare health plans. The program provides free in-home visits at no cost to the member performed by an Advance Practice Clinician. HouseCalls helps members follow their treatment plan and identify potential care opportunities. In-home assessments are intended to supplement, not replace, the care members receive from their primary care provider. Many other health insurance providers offer similar programs.

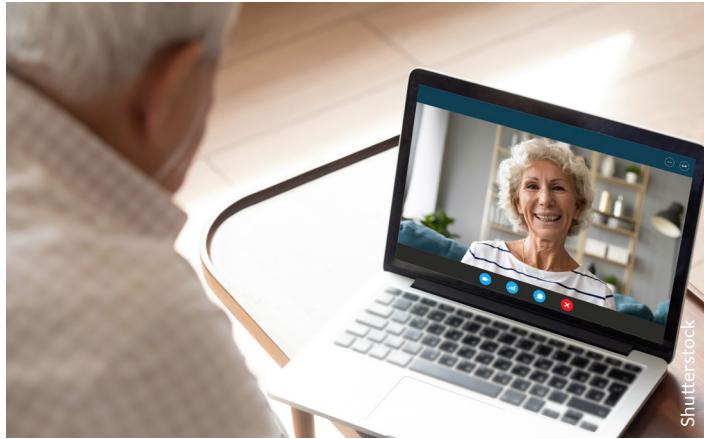
Resources

CDM Caregiving Services
cdmcaregiving.org/

Columbia River Mental Health
crmhs.org

United Healthcare
www.uhc.com/individual-and-family-health-insurance-washington





COMMISSION TAKEAWAYS

MAJOR TAKEAWAYS

First and foremost, we'd like to acknowledge and give appreciation to our local agencies and non-profits that were agile and adapted their services to the COVID-19 pandemic. They demonstrated commitment and attentiveness to the clients they serve and efforts to reduce barriers to access help. They collaborated with each other. They served our community with respect and care.

While COVID-19 has helped people in our community come together in ways they have not before, there is still a great need to help support community service providers and older adults.

Volunteers

Volunteers are a tremendous resource for our local nonprofits and cannot be taken for granted for what they do and provide in our community. Many older adults and retirees provide critical support to local organizations in Clark County, from food banks to transportation services. However, during the pandemic, many older adults are unable to volunteer or chose not to volunteer due to risk of exposure to the virus. Pre-COVID-19, an army of older adult volunteers gave of their time to make sure community needs were met.

During the pandemic, our local organizations need people of all ages to volunteer to deliver supplies or transport people. Human Services Council, for instance, needs more volunteer drivers for their Volunteers in Motion Program. We need

to encourage and work on outreach initiatives to younger citizens to volunteer. Although their time may be more limited, and they may prefer shorter term commitments, we must diversify our cadre of community volunteers.

Technology and Internet access

Due to COVID-19, social distancing was needed to slow the spread of the virus. Technology and the internet became essential for many, allowing people to continue working, students to go to school virtually, and for people to stay connected with friends and loved ones while social distancing. However, with social distancing comes less social interaction, which can have a significant impact on older adults who may already be experiencing isolation or loneliness.

Using the internet and having access to technology, along with the skills to use it, has provided a way to stay engaged and connected with one another when you can't meet face-to-face. It has also provided access to healthcare through telemedicine, allowed some to continue working, and students to go to school virtually. People have incorporated the internet as an essential part of our personal and professional lives which may not change any time soon.

Some older adults, however, either lack access to these technologies or the skills and experience necessary to use them effectively. These challenges mirror those discovered with some of our students learning remotely, such as lack of internet availability in one's area, equipment access, and the level of competence with computers.

Internet service, however, varies depending on where you are in the county. Even in public and non-profit housing developments where internet is provided, many older adults do not have access to a device or lack the skills to benefit from it. Providing more residents affordable, high speed internet service and access and support on how to use technology, will be beneficial for all ages.

Housing

For the past four years, there has been an increasing number of people who are unhoused in Clark County. During that time, older adults are making up an increasingly larger percentage of people that are unhoused and rent burdened. As we knew before the pandemic, our community needs more affordable housing across the county - for seniors and all ages, especially for those making 30% Area Median Income or less. Things to consider include:

- Funding for supportive services paired with affordable housing dollars
- Short-term and ongoing rent assistance or subsidy for seniors who are likely to fall into homelessness
- Focus on equity
- Greater housing diversity
- Proactively sustaining/increasing RV and mobile park options
- Shared housing opportunities
- Increased transportation resources
- Greater diversity of assisted living facilities



Transportation

As we learned in our 2018 focus on transportation, a large portion of older adults stay at home on any given day, often because they lack access to transportation. The lack of available transportation results in 15% fewer trips to the doctor and 65% fewer trips for social, family and religious activities. During the pandemic, older adults who already had challenges with access to transportation, experienced greater obstacles. This included those using public transit pre-COVID but were concerned about taking the bus because of transmission of the virus.

Collaboration, coordination and cooperation among organizations

There is strength in working together and between all sectors (private, public, nonprofit, and the commons). When organizations coordinate with one another and modify their activities to collaborate, they can provide better services to their clients. This cooperation and collaboration, such as sharing resources allows for enhancement and expansion of needed services. All organizations should assess if there are barriers to allowing this coordination to happen.

Reducing stigmas

Stigmas can negatively affect a person's emotional, mental, and physical health and can deter them from seeking help they need. We have a great number of resources in our community, but some may feel embarrassed about asking or needing help. Stopping this stigma is important to making all community members safer and live healthier lives. We



need to advocate that asking or receiving help is OK and normal.

Funding

Public Health and our local service providers need ongoing appropriate funding to support the increased levels of service to be prepared and ready for the next pandemic. As of the writing of this report, many local service providers have spent most of their COVID-related funds. The need for services is still high and our providers require all the support possible to take care of those in the community with the most critical needs.

Advocacy

We need to be fully aware of the unique needs of older adults and people with disabilities and advocate for them whenever possible. This year the pandemic disproportionately harmed older adults, people with disabilities, and people of color. It should not take a crisis to become concerned about these discrepancies. Our community will be more resilient in future times of stress if we take care of, and advocate for, our most vulnerable community members.



Socialize

Things we can help with personally include talking to the people and older adults we know, as well as people we don't know, like those near us in line in the grocery store. Check-in with those you know whom may be isolated. Give them a call or send them a letter.

Information and communication

Many of us do not realize the wealth of information we personally have that can help someone else. Community organizations receive a lot of referrals because of recommendations from friends and family.

Additionally, communication and outreach has been extremely essential during this pandemic. As we continue to roll out the COVID-19 vaccines, there needs to be a well thought out communication plan to reach all community members, especially the most vulnerable, such as the houseless. People need to be clear on the what, when, where, and how of receiving their vaccination and any other important information that impacts their health and safety.

SILVER CITIZEN AWARD

EVELYN HALLETT



2020 Silver Citizen Award

In recognition of the valuable contributions older adults make to the vitality of the Clark County community.

Presented to
Evelyn Hallett

Clark County recognizes that older adults are valuable contributors to the vitality of this community. To encourage and support older adults for their contributions to their communities, the Clark County Commission on Aging established the Silver Citizen Award program to recognize older adults who go above and beyond in service.

The recipient of the commission's first annual Silver Citizen Award is Evelyn Hallett. Ms. Hallett is 93 years old, is a long-time resident of Vancouver, and has served as Commissioner on the Vancouver Housing Authority (VHA) Board of Commissioners since 2014. Evelyn participates as an active member by engaging with other service providers and advocating for adequate housing for those in need. She uses her seat at the VHA Board to speak about the current lack of affordable housing and encourages the Board and management to stay engaged and help solve the housing crisis. Evelyn also volunteers with FISH, Meals on Wheels, is a hostess at Luepke Center, and does a lot of volunteer work with Veterans.

The award recognizes the valuable contributions older adults make to the vitality of the community and is open to any county resident 65 years or older who has enhanced the community through their life's work, engagement of others, volunteerism and/or selfless acts

of service to the community for any age group. Service in any field of endeavor will be considered (e.g., education, radio, television, business, healthcare, art, music, journalism, faith-based, athletics, politics, volunteer service). A couple may receive the award jointly when both have been involved in service and various community endeavors.

2020 Silver Citizen Award Honorable Mentions

The Commission On Aging would like to recognize the following individuals with honorable mentions for their contributions to our community.

Donna Bashwiner
Arlys Borjesson
Mollie Hands
Jerry Keen
Luis and Joanita Munoz
Jan Ratzman
Jeanne Snow

This is a fabulous thing to do. There are so many people out there that could get an award for what they do and I meet them every day. I'm delighted for the people that will come after me. It's a real pleasure being the first person. I get to share this with my children, my grandchildren, and my great grandchildren. Age does not define us. - Evelyn Hallett



IMPLEMENTING THE AGING READINESS PLAN

UPDATE

The Commission on Aging has developed several programs to implement the Aging Readiness Plan, including advocacy of Universal Design for homes and raising awareness of issues important to our aging population. In 2016, the commission began to revisit the primary focus areas outlined in the plan: Housing, Supportive Services, Transportation, and Healthy Communities.

Healthy Communities

In 2019, the commission focused on healthy communities to educate

and raise awareness about resources and needs in Clark County to build a healthier community, especially for older adults. Recommendations emphasize community adaptations, business and design ideas for how our communities can better support our physical, mental and emotional health as we age.

Mobile fresh food delivery

The commission recommended promotion of mobile fresh food trucks that could park and serve areas that do not have easy access to fresh food.

Several Portland-Vancouver metropolitan area fresh food delivery services launched or expanded in 2020. Some of these efforts were in response to COVID-19, others have been in the works for many years. The Second Mile Food Hub, for instance, based in Salmon Creek, launched a food pick-up and delivery service connecting customers with local farmers and food entrepreneurs.

Farmers market pick-up option

Some of the local farmers markets were able to pivot in response to

COVID-19 and offer no-contact pick-up options. This offering is consistent with the commission recommendation to improve access to farmers markets.

Engaging older adults

The commission recommended age-friendly business practices and initiatives. In response to COVID-19, many area grocery stores offered special shopping times reserved for older adults. This type of change is consistent with the type of age-friendly business practices the commission advocated for in its recommendations.

Transportation

In 2018, the commission focused on transportation to educate and raise awareness about transportation resources and needs in Clark County to improve transportation options if

driving is no longer an option for an older adult. The commission's recommendations centered on thoughtful development design and regulations to promote transit and pedestrian access options in urban areas and community transportation options for rural areas.

Pedestrian accessways

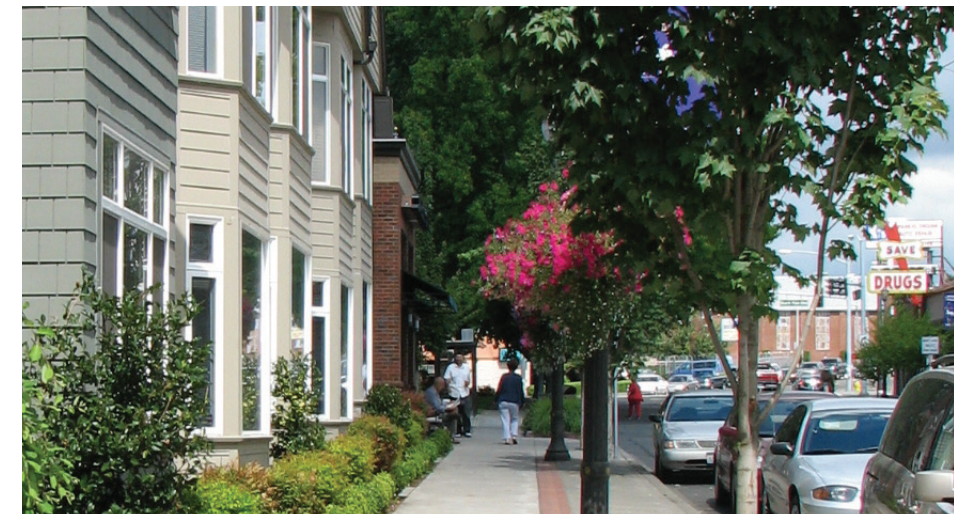
In 2018, the commission's transportation recommendations included a recommendation to promote pedestrian and bicycle supportive development by ensuring new urban development is walkable, accessible to all users, and allows easy access to transit, services and recreation. In 2020, the Clark County Council adopted Ordinance 2020-12-02 which amended county transportation code to expand pedestrian accessways throughout the county, improving connections between

neighborhoods and services along major streets. The amendment specifies accessways be compliant with the American Disabilities Act standards as the preferred design, except where there are topographical constraints. These code amendments are a direct result of the commission's recommendation.

Immediate transportation needs

In 2018, the commission recommended that while we plan for future new technology and mobility services, the immediate needs addressed in the 2018 Human Services Transportation Plan identify mobility services that are critical now and need support. Since 2018, some of those items have continued or launched, including:

- *Mobility Manager*
C-TRAN and the Human Services Council (HSC) have continued their investment in a mobility manager to coordinate and advocate for individual transportation solutions for those with disabilities, low-income, and elderly populations and increase awareness of transportation services.
- *Volunteers in Motion*
The HSC and C-TRAN started a volunteer driver program that recruits and engages volunteer drivers to assist seniors, people with disabilities and other at-risk individuals to access basic services as a way to remain in their homes and live independently.





- *North County Shuttle Service Pilot*
The HSC and TLC Wheelchair Services launched a pilot project providing free round-trip transportation from an individual's home in north Clark County to/from Battle Ground. The service provides access

to multiple destinations within Battle Ground including grocery stores, medical appointments, pharmacy pick-ups, community services and social opportunities. The program is open to seniors, people with disabilities, and those

who are homebound due to a lack of transportation resources.

Supportive Services

In 2017, the commission focused on supportive services to educate and raise awareness about services that exist, or may

need to exist, to help Clark County's older adults age in their own home and familiar neighborhoods as long as possible. The commission's recommendations centered on advocacy and promotion of existing services provided in the county; increasing the number of memory care facilities and smaller assisted living communities; supporting resources for caregivers; and assigning a Clark County Sheriff's deputy to the Elder Justice Center team. The deputy was assigned to the team in 2018.

In 2020, supportive service providers in Clark County heroically adapted to challenges from the COVID-19 pandemic and creatively figured out ways to support older adults in the community. The speaker series section of this report highlights examples of these efforts.

Housing

In 2016, the Commission on Aging focused on housing and centered their recommendations on encouraging the construction and remodeling of homes and neighborhoods to be places everyone could visit regardless of ability. In 2020, the commission's advocacy work was evident in continued changes in the community regarding increasing aging-in-place opportunities. Since the Commission on Aging's 2016 focus and recommendations on housing, several jurisdictions have been working on ways to encourage development of age-friendly housing, such as encouraging more single-story, barrier-free homes through

incentive programs (City of Ridgefield) and land use policy (City of Camas).

Housing projects

Multiple jurisdictions in the county are currently undergoing housing projects to encourage a wider variety of housing options and price points. They include Clark County, Battle Ground, Camas, Ridgefield and Vancouver.

Clark County has appointed a member of the Commission on Aging as well as a representative from the Area Agency on Aging and Disabilities of SW Washington to participate on the county's housing project advisory group. The commission plans on engaging with all these projects to advocate for aging-in-place opportunities.

Education, awareness and advocacy

Throughout the year, the commission worked to provide education, community awareness and advocacy to move toward an all-age-friendly community. Below are some events and actions the commission members participated with to provide information or advocate on topics related to aging in Clark County.

- *City councils*
In recent years, commission members present the group's Annual Report and recommendations to the city councils in Clark County, to keep them updated on the commission's progress and to

discuss any local issues related to older adults. In 2020, the commission provided a virtual written update to each city council.

- *Aging in Place Summit on Healthy Communities.*
The commission planned a summit for April 2020 with then Washington Secretary of Health, John Weisman, as keynote. The idea was to bring community leaders together to discuss ways to create healthy communities in Clark County. The summit was canceled due to the COVID-19 pandemic.
- *Silver Citizen Award*
To encourage and support older adults for their contributions to their communities, the Clark County Commission on Aging established the Silver Citizen Award program to recognize older adults who go above and beyond in service.
- *Proclamations*
The commission drafted a proclamation in recognition of David Kelly for his distinguished and exemplary service supporting the Commission on Aging and older adults in Southwest Washington as the Executive Director of the Area Agency on Aging and Disabilities of Southwest Washington for the past twelve years.

REFERENCES



Clark County Food Bank



Shutterstock



Shutterstock



Clark County Food Bank

CDC, COVID-19 and Older Adults

www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/older-adults.html

Clark County Commission on Aging / October 21, 2020

October Meeting Minutes Topic: **Impact of COVID-19 on older adults' access to food, supplies, and medications.**
clark.wa.gov/sites/default/files/2020-11/2020-10-21_COA_Meeting_Minutes_Final.pdf

Clark County Commission on Aging / November 18, 2020

November Meeting Minutes Topic: **Housing challenges for vulnerable older adults during COVID-19.**
clark.wa.gov/sites/default/files/2020-12/2020-11-18_COA_Meeting_Minutes_Final.pdf

Clark County Commission on Aging / December 16, 2020

December Meeting Minutes, Topic: **The impacts of isolation and socialization on older adults during COVID-19 and update from Public Health.**
clark.wa.gov/sites/default/files/2021-01/2020-12-16_COA_Meeting_Minutes_FINAL.pdf

Clark County Public Health Coronavirus data

clark.wa.gov/public-health/covid-19-data

Census Data

www.census.gov

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For other formats
Contact the Clark County ADA Office
Voice 564.397.2322
Relay 711 or 800.833.6388
ada@clark.wa.gov

www.clark.wa.gov/aging



CLARK COUNTY
COMMISSION
ON
AGING

COMMUNITY PLANNING

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City of Vancouver 2021 First Supplemental Budget

CITY OF
Vancouver
WASHINGTON

Vancouver City Council Workshop
Natasha Ramras, CFO

Presentation Overview & Background

- Supplemental budget background
- Overview of first supplemental
- 2021 Revenue update
- Review of supplemental operating and capital adjustments
- Timing and next steps

Workshop Objectives

- Review major items included in the 2021 First Supplemental Budget Appropriation:
 - Operating & Capital Budget
 - Changes to authorized full time equivalent employees (FTE's)
- Extraordinary circumstances have impacted budget preparation and management over last 12 months
- Positive financial performance enables funding some targeted capacity and additional strategic capital investments

First supplemental of 2021 does not include any ARPA funds

Background – Supplemental Budgets

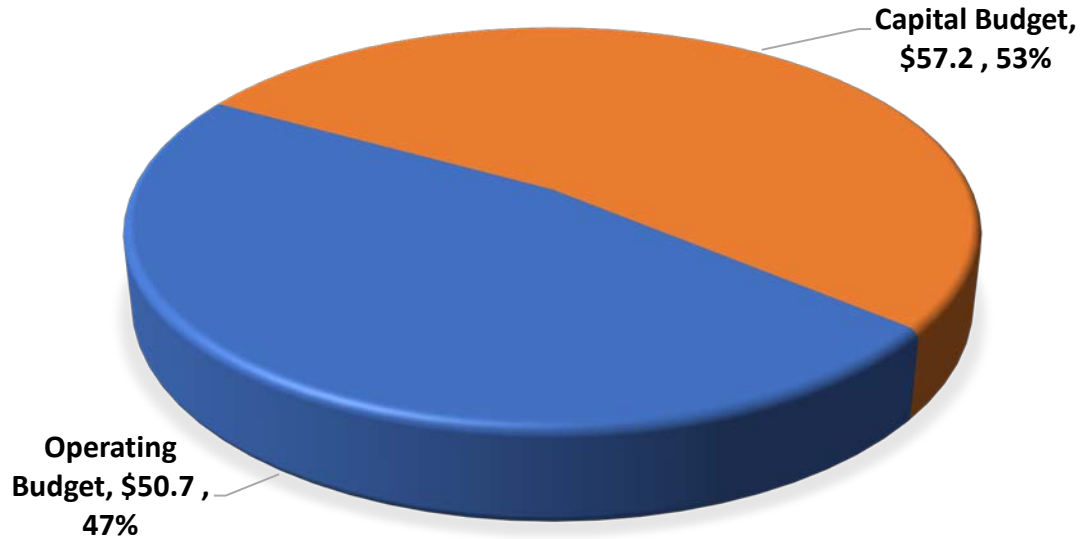
Supplemental Appropriation - a mid-biennial budget amendment that allows for necessary adjustments to the adopted biennial budget as a result of unanticipated circumstances.

Council Approval is required for increases in appropriations and staffing.

- **Scope of the 2021 First Supplemental:**
 - Grant and other funding sources – supported items;
 - Corrections and administrative items;
 - FTEs only due to previously unanticipated need;

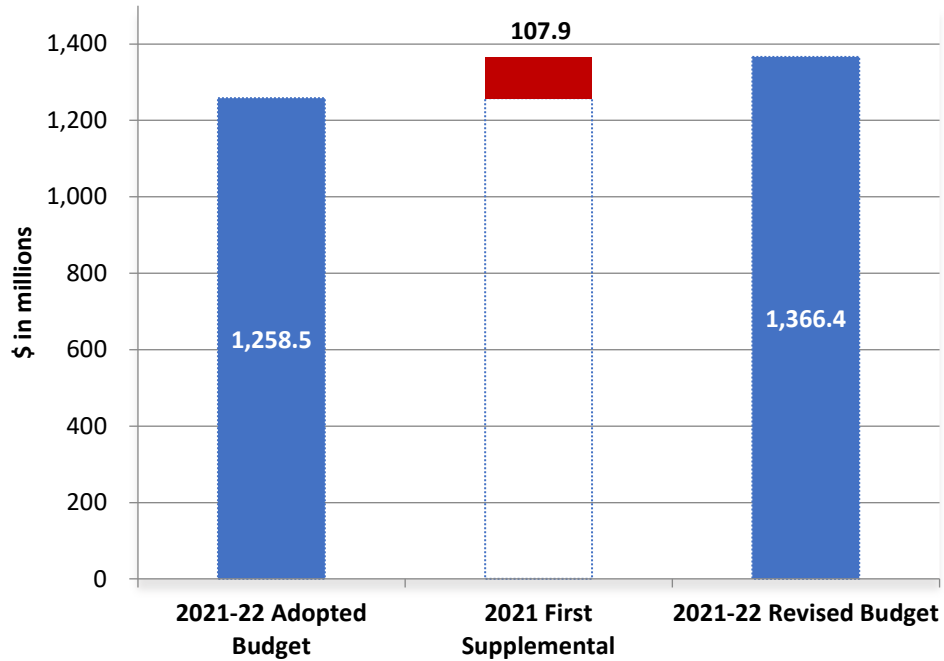
2021 First Supplemental Operating and Capital Budget

\$107.9 M Total
(including transfers)



8.6% increase to the current biennium budget bringing the revised budget to \$1.4 B overall

2021-22 City of Vancouver Biennial Budget



2021 First Supplemental Budget Appropriation

Total 2021 First
Supplemental: \$107.9M

Operating
Budget
\$50.7M

Capital
Budget
\$57.2M

- Total net impact:
\$41.6 M city-wide
- Net Impact on the
General Fund:
utilization of
undesignated cash
balance of \$3.5 M

2021 First Supplemental Budget Appropriation

Total 2021 First Supplemental: \$107.9M

Operating Budget
\$50.7M

Capital Budget
\$57.2M

General, Street, Fire
Funds
\$19.8M

Other Funds
\$30.8M

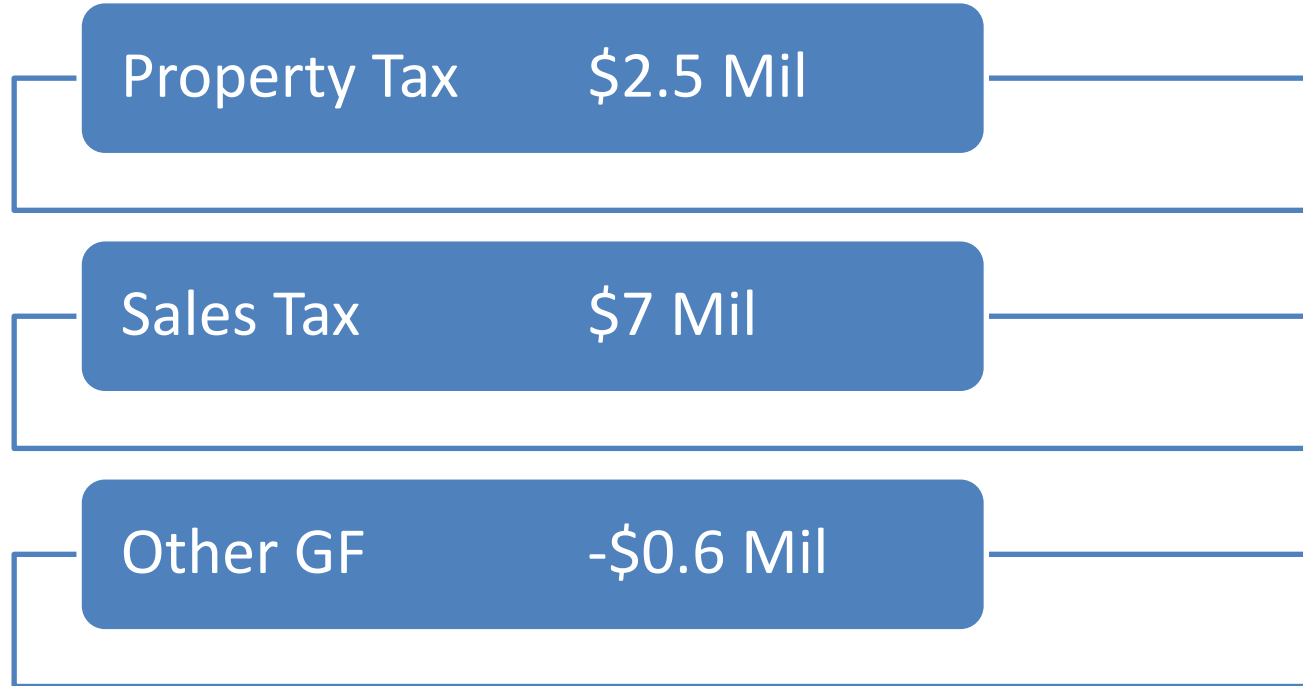
Capital Projects
\$35.7M

Funding Transfers
\$21.5M

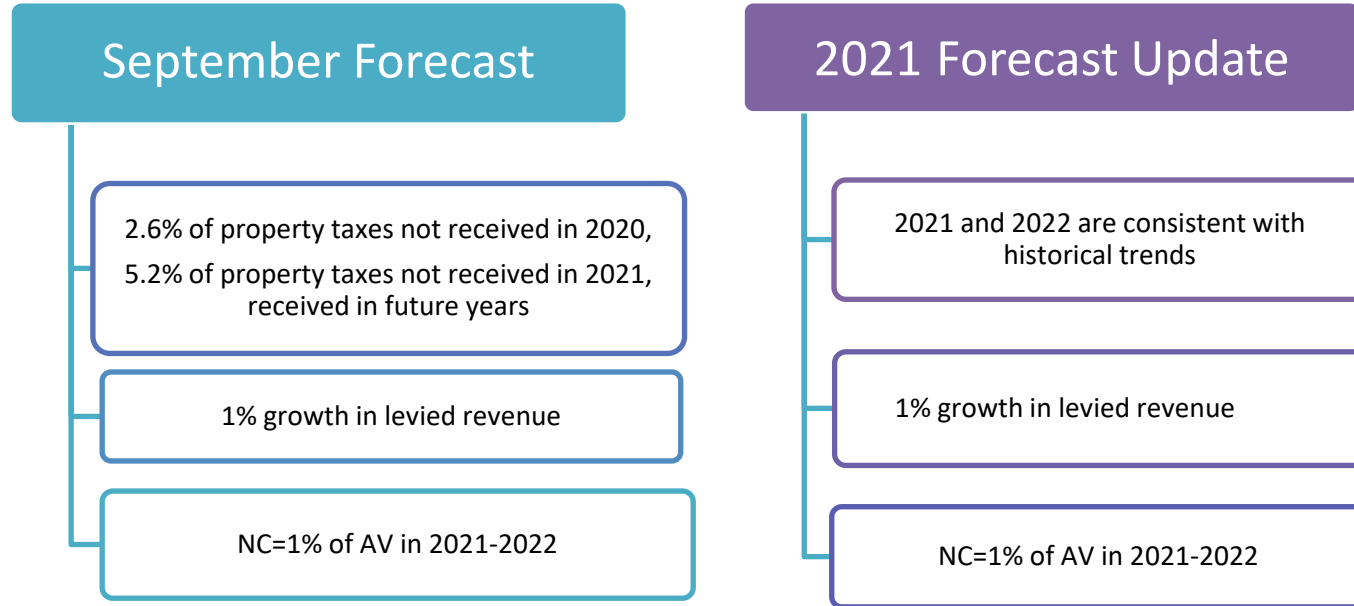
Major Highlights

- Update GF revenue forecast \$8.9 M
- Reinstate 20 FTEs across the organization
- Add 4.0 FTEs to increase administrative support capacity
- One-time investments:
 - Chkalov 521 (police training facility/HQ) buildout
funding true-up General fund support
 - The Heights infrastructure to construction drawings \$1.8 M
 - CED: Critical Areas Code Update \$0.3 M
 - CED: Complete Streets evaluation \$0.1 M
 - Streets: Set aside for Section 30 infrastructure \$3.5 M

2021-2022 Revenue Forecast Update: \$8.9 Mil.

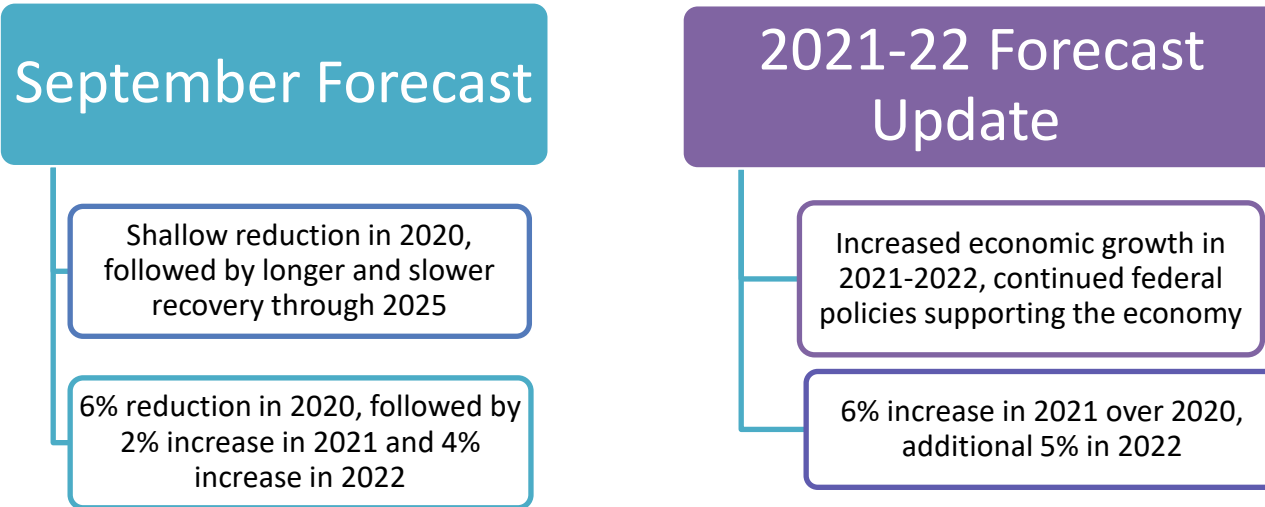


GF Revenues: Property Tax



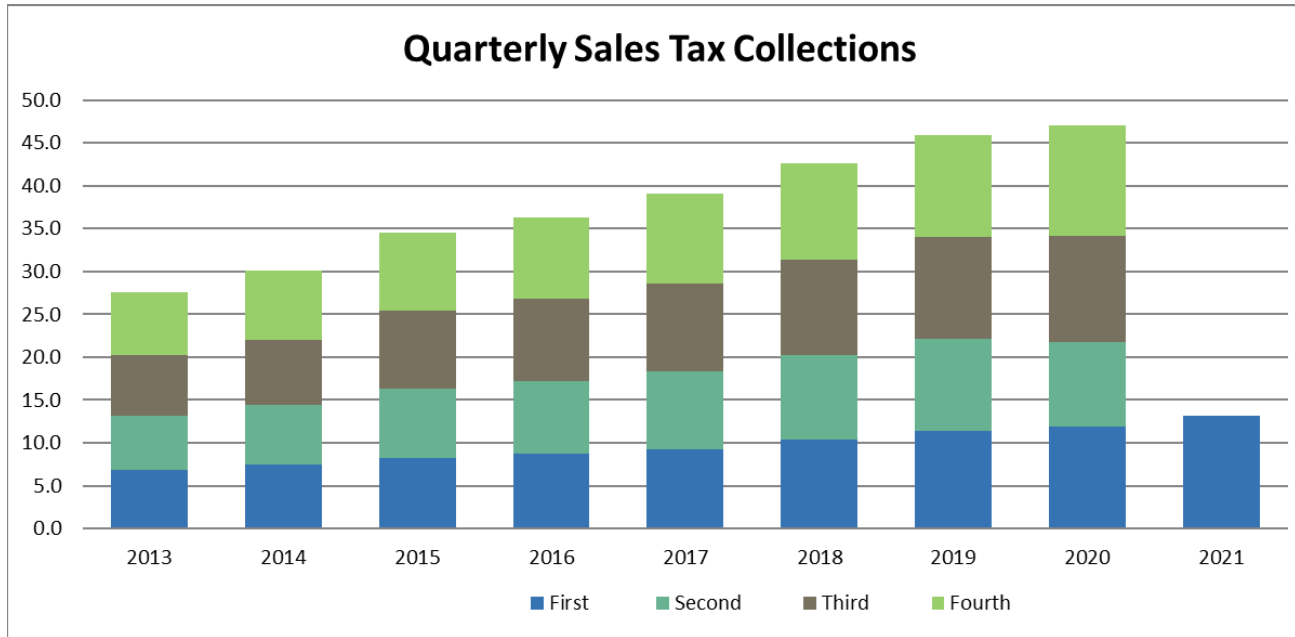
Impact over 2021-2022 Biennium – increase of \$2.5 mil over September forecast

GF Revenues: Sales Tax



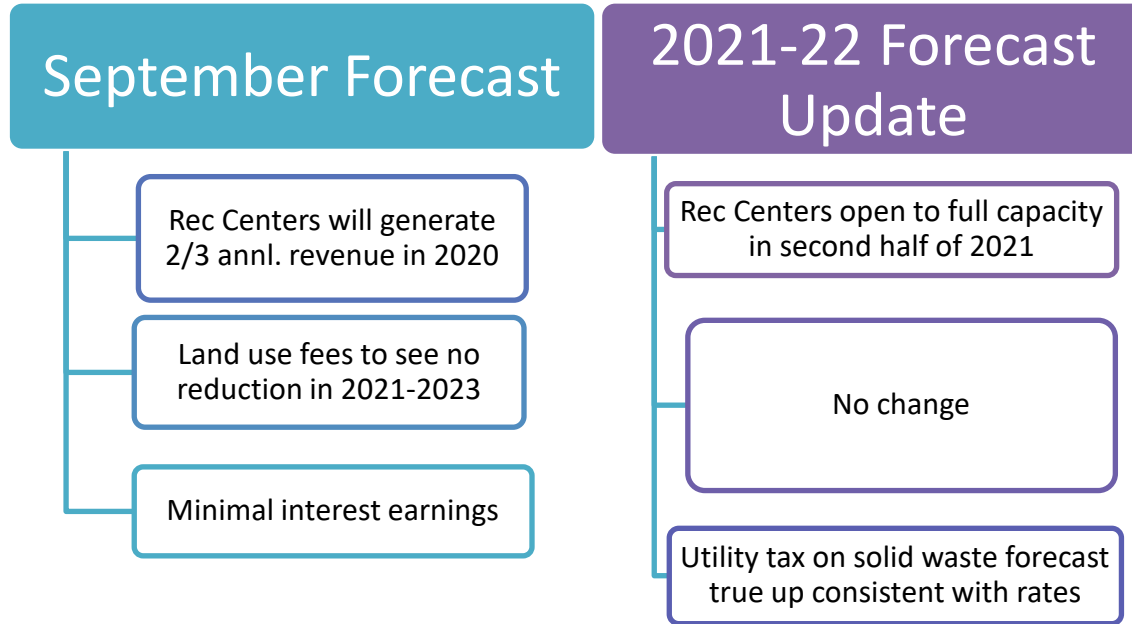
Impact on 2021-22: \$7 mil increase over the September forecast

Sales Tax Revenue



City of Vancouver
Sales Tax
revenue: 2.4%
increase in 2020

GF Revenues: Fees and Utility Taxes



2021 First Supplemental Budget Appropriation

Total 2021 First Supplemental: \$107.9M

Operating Budget
\$50.7M

Capital Budget
\$57.2M

General, Street, Fire
Funds
\$19.8M

Other Funds
\$30.8M

Capital Projects
\$35.7M

Funding Transfers
\$21.5M

General, Street, Fire Funds \$19.8M

New

Administrative

Grant and Other Revenue -
funded

Carry-forward Items

General, Street, Fire: Grants

Fire & Police **\$1.2M**

- ICAC Grant to purchase Mobile Forensic Vehicle
- JAG & WASPC
- DOH Prehospital Trauma Grant

CED & Streets **\$0.9M**

- Commute Trip Reduction
- Interstate Bridge project: 3.0 FTEs

Streets **\$2.2M**

- LED project CPU reimbursement
- Westside Bike Mobility Grant

General, Street, Fire: Administrative and CF

Administrative Items:

- City Hall O&M elevator project
- Adjustments of Information Technology overhead rate
- Administrative adjustments reflecting organizational restructuring
- Increase in Tower Mall on-going maintenance
- Increase in Streets for the 2021 snow and ice event
- Increases for vehicle cost increases and replacements across departments

Carry-forward Items:

- Mark 43 appropriation to complete the project
- Pavement Management program
- Major facilities projects postponed in 2020

Major items in Other Operating Funds:

• Bond Fund: Bond refinancing (2020 with forward delivery and 2021)	\$17.4M
• Federal HOME and CDBG – Stimulus grants increase	\$ 3.5M
• Affordable Housing Sales Tax Fund – contribution to VHA towards hotel purchase to house population experiencing homelessness	\$ 2.5M
• Vehicle purchases	\$ 2.1M
• Risk Fund – Action on-site city-wide program to reduce injuries	\$ 0.2M
• Human Resources – Market Study, Training Program	\$ 0.4M

2021 First Supplemental: FTE Summary: Net New 11.5 FTEs

Community & Economic Development (5.5 Net FTE)

- 1.5 FTEs for Administrative Support and Analysis
- 2.0 FTEs LT Revenue-Funded Limited-Term FTEs to support Interstate Bridge project and Complete Streets
- Add 1.0 FTE LT to support HOME ARP grant
- 1.0 FTE Extend LT CTR Program Coordinator

Internal Services (1.75 Net FTE)

- 1.0 FTE in HR to support Employee Engagement, Recognition and Wellness
- Reinstate 0.5 FTE Legal Secretary for HART Diversion
- 0.25 FTE Increase of a Legal Program Coordinator to 1.0 FTE

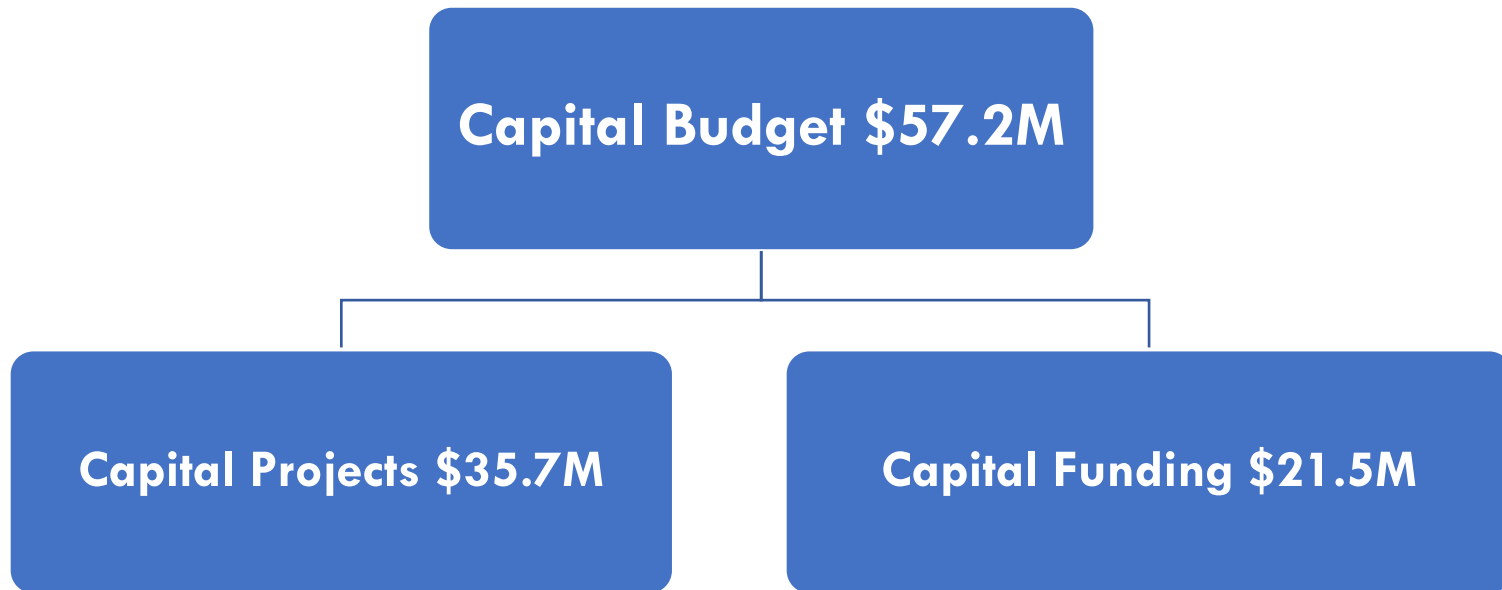
Parks & Recreation (2.25 Net FTE)

- 1.0 FTE Capital Projects Manager
- 1.0 FTE Administrative Assistant
- 0.25 FTE increase for an existing Program Coordinator to 1.0 FTE

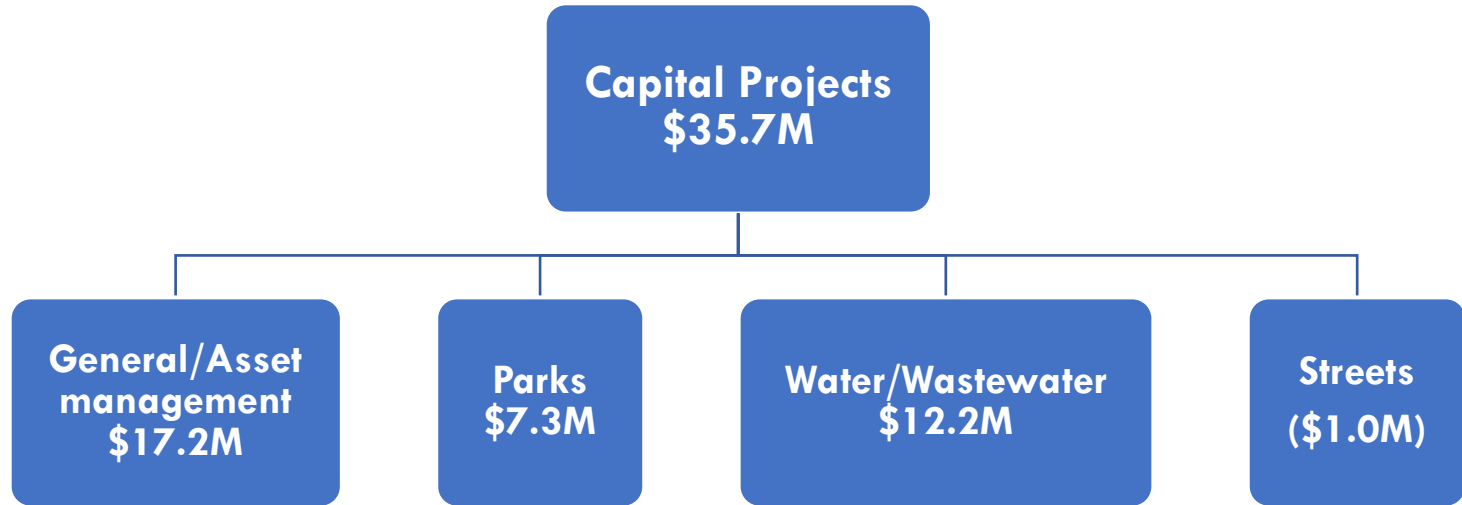
Public Works (2.0 Net FTE)

- 1.0 FTE Program Coordinator at the Pearson Airport
- 1.0 FTE Revenue-Funded Limited-Term Senior Traffic Engineer to support the IBR project

2021 First Supplemental: Capital Budget

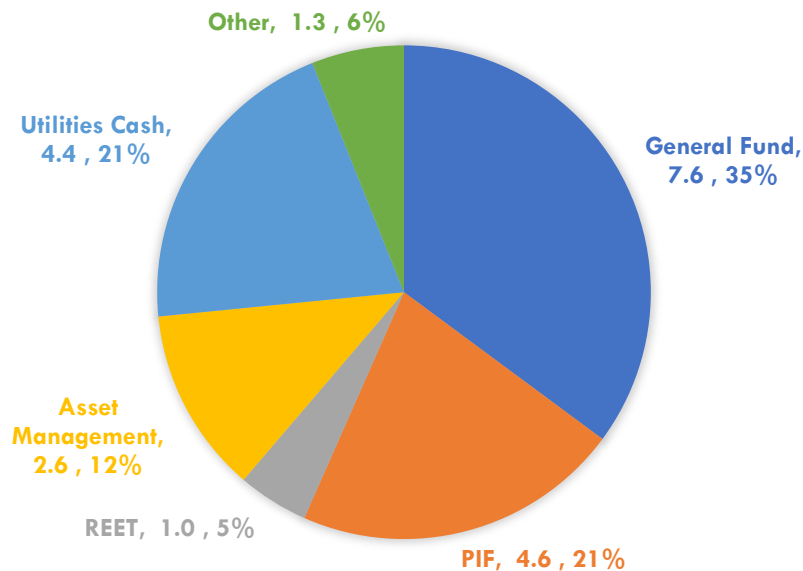


2021 First Supplemental: Capital Projects



2021 First Supplemental: Capital Funding

CAPITAL FUNDING: \$21.5M
(DOLLARS IN MILLIONS)



Capital Budget: Parks and General



General/ Asset Management

Total
\$17.2M

Highlights:

- | | |
|---|--------|
| • 521 Chkalov Building (Police Training Facility/HQ) buildout | \$8.5M |
| • Vancouver Fire Station 3 replacement/relocation | \$2.5M |
| • Old library/future community arts building ph. 1 | \$2.0M |
| • Tower mall demolition | \$1.0M |
| • Pearson Field Taxiway and runway rehab project phase 1 | \$0.7M |
| • Marshall Community Center pool resurfacing | \$0.5M |

Parks

Total
\$7.3M

Highlights:

- | | |
|---|--------|
| • Heights park, streets, utilities design, permitting, and infrastructure | \$2.6M |
| • PIF-funded acquisition of new land parcels in District C | \$4.0M |

Capital Budget: Water and Wastewater



**Water
Total
\$8.4 M**

Highlights:

- WS 5 to WS 9 Transmission Main \$2.2M
- Water Station 1 Reservoirs \$2.0M
- 4th Plain blvd. (36th to Lincoln Ave) \$1.5M
- WS 6 Tower Internal/External Coating \$0.8M

**Wastewater
Total \$2.8M**

Highlights:

- 63rd St Pump Station Re-build/relocation \$1.2M
- Westside Electrical Upgrade Design \$0.9M

Next Steps

First Reading
June 14, 2021

Public Hearing
June 21, 2021



Questions and Discussion

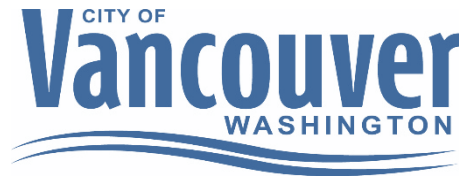
Natasha Ramras, CFO

(360) 487-8484, Natasha.Ramras@cityofvancouver.us

Lisa Brandl, Deputy Finance Director

(360) 487-8445, Lisa.Brandl@cityofvancouver.us





DATE: June 1, 2021

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager

RE: **American Recovery Plan Act Funds – framework for allocation**

Executive Summary

The City is designated to receive approximately \$32.6 million in federal recovery funds from the American Recovery Plan Act passed earlier this year. While there are parameters established by the US treasury around how funds may be spent, there is generally some latitude given to local governments on the particulars of what the spending of each jurisdiction looks like.

This memorandum outlines a recommended framework for Vancouver to determine how these funds will be deployed between now and December 31, 2026, with an objective of presenting a proposal to Council for action by the end of 2021.

Background

With passage of the American Recovery P A, the City of Vancouver is forecasted to receive approximately \$32.6 million in direct federal assistance.

According the draft final guidance from the US Treasury, the purpose of these funds is:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic on certain populations.

The intended uses of these funds are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Federal ARPA funds must be obligated by December 31, 2024, and expended by December 31, 2026, providing a comfortable window of time to accommodate their thoughtful, strategic planning and deployment. A copy of the “interim final rule” reflecting Treasury guidance for use of ARPA funds [can be found here](#).

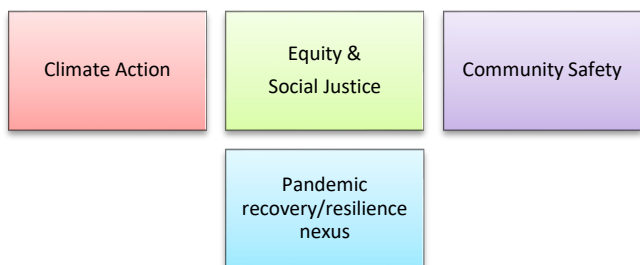
While segments of our community continue to feel negative impacts associated with the pandemic, these impacts are not as widespread or acute as anticipated earlier in the declared emergency. The recovery at a community and household level in Vancouver is generally stronger and faster than anticipated in 2020.

That said, the impacts through the pandemic – both through a public health and economic lens – have been disproportionate to communities of color and lower income.

This memorandum outlines an initial policy framework for Council’s review and consideration that would guide development of a recommendation for the use of these funds over the next 5+ years.

Macro policy framework

The City has been engaged since 2017 in policy development work focused on making our community more resilient, safe and equitable. With adoption of the 2021-222 budget, the City Council affirmed three universal policy principles to inform our resource allocation decisions: equity, climate action and community safety.



In addition to these macro policy themes, it will be important to consider the nexus between use of these federal funds and Vancouver’s recovery from the pandemic and our resulting resilience.

Other local policy resources

Complimentary to the macro policy themes are a range of other local policy resources that can be used to guide development of a recommended plan for use of ARP funds.

In addition to the above, existing adopted local policy guidance for use of ARPA resources may come from:

- 2022-28 Strategic Plan Framework (preliminary framework attached)
- [Comprehensive plan\(s\)](#)
- [Stronger Vancouver policy work](#)
- [CDC/ATSDR's Social Vulnerability Index \(SVI\)](#)
- US Treasury guidance
- City of Vancouver Financial policies

Community Engagement

The City is currently actively engaging the community on a range of robust policy initiatives. Adding another separate, major engagement effort just on ARPA funding raises concerns about community engagement fatigue and potential for confusion. The approach offered here suggests that we rely on the engagement that is already planned or underway on four key policy efforts to help inform a recommendation for use of the ARPA funds. These are:

- Strategic Plan update
- [Vancouver Climate Strategy](#)
- [Comprehensive Parks, Recreation & Open Space plan](#)
- [Vancouver Moves - Transportation System Plan update](#)

Inherent in each of these is engagement with the Council, Community and City organization.

Other Considerations

In addition to the policy guidance and direction from Council and the community engagement noted above, there are other considerations that should guide deployment of ARPA funds. These include:

- Community informed: rely on current and planned community engagement on paint by numbers, not blank canvas.
- Measurable, systemic results: seek to use these funds in a way that supports and effects measurable results with systemic value.
- A significant long-lasting investment (10-20 years): seek to use ARPA funds in a way that will allow the community to enjoy the benefits into the future.
- One-time investment with long term payback: Because ARPA funds are one-time resources, focus of use should be on one time expenditures. This naturally has a bias toward capital investments but may also include one-time catalytic investments in pilot systems or programs that create an inflection point that changes the arc of community outcomes over time. Regardless of type of one-time use, the City should remain mindful of the ongoing impacts or operations and maintenance costs.
- Partnerships: the City should explore partnerships as a possible arena to optimize results and increase the investment into the community.

Prospective **strategic plan framework** for 2022-2027 that includes the Core Values of:

- Livability
- Equity & Inclusion
- Innovation
- Sustainability & Resiliency
- Community Trust & Relationships

And the Focus Areas of:

- Transportation & Mobility
- Economic Opportunity
- Human & Social Needs
- Vibrant & Distinct Neighborhoods
- Culture & Heritage
- Safe & Prepared Community
- Connected & Resilient Infrastructure
- High Performing Government



American Reinvestment Act: Proposed Framework

VANCOUVER CITY COUNCIL WORKSHOP

JUNE 7, 2021

ERIC HOLMES, CITY MANAGER

NATASHA RAMRAS, CHIEF FINANCIAL OFFICER

Target Workshop Objectives

Introduce preliminary framework for allocation of federal ARPA funds

Gather Council feedback and direction

Presentation Overview

Summary of American Recovery Plan Act funding objectives and uses.

Overview of deadlines associated with APRA funding

Review of recommended:

Framework to develop ARPA recommendation

- Engagement approach
- Timeline and next steps

Vancouver ARPA Allocation

The City of Vancouver is estimated to received approximately **\$32.6 million** in direct funding under the ARPA.



Funding Objectives

from US Treasury Guidance

Support urgent COVID-19 response efforts to decrease spread of the virus and bring the pandemic under control

Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs

Support immediate economic stabilization for households and businesses

Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic

Intended Funding Uses

from US Treasury Guidance

Support public health expenditures

Address negative economic impacts caused by the public health emergency

Replace lost public sector revenue

Provide premium pay for essential workers

Invest in water, sewer, and broadband infrastructure

City of Vancouver Funding \$32.6M

Timeline:

Fully obligated by December 31, 2024

Spent by December 31, 2026

Funding Characteristics:

Reimbursement-based

One-time in nature (no on-going revenues)

Universal Policy Themes

Climate Action

Equity &
Social Justice

Community Safety

Pandemic
recovery/resilience
nexus

Additional Existing Policy Resources:

2022-28 prospective Strategic Plan Framework

Climate action framework

Comprehensive plan(s)

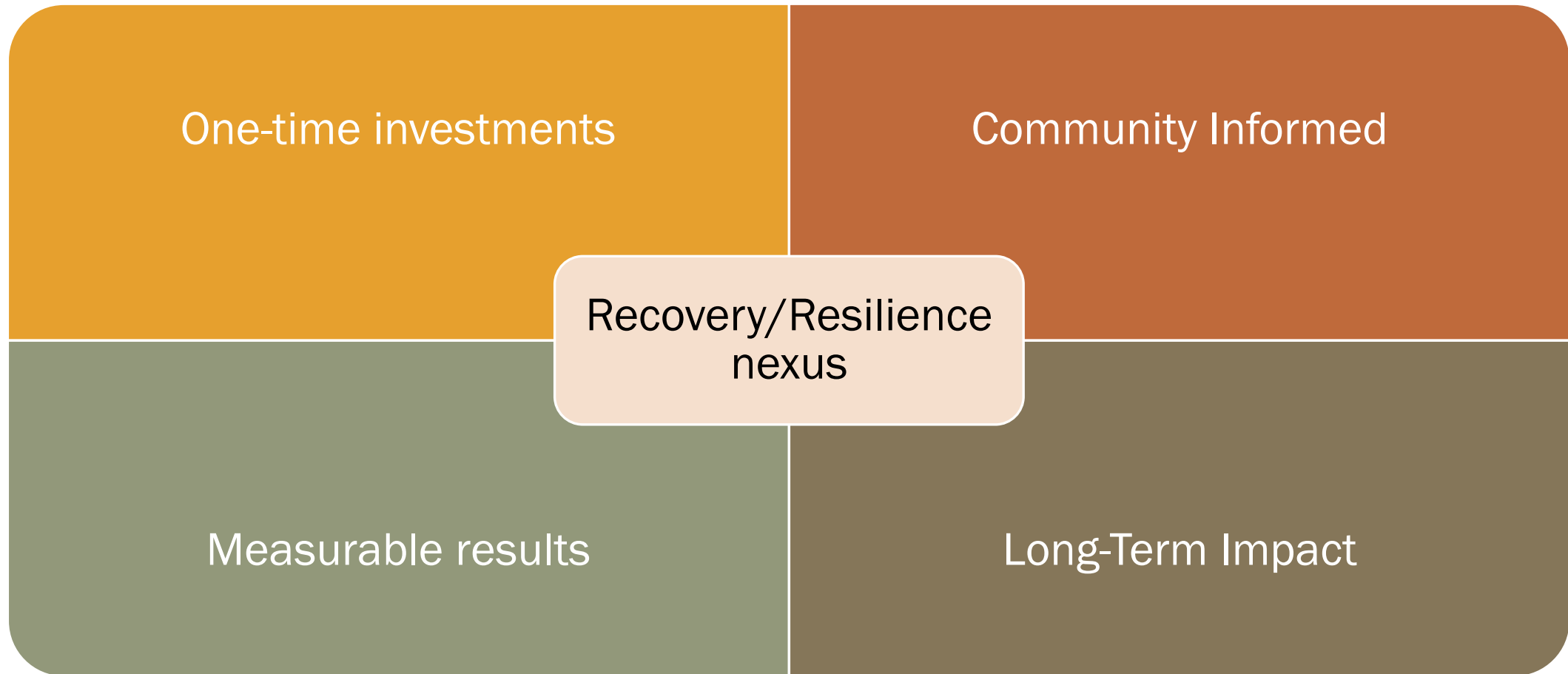
Stronger Vancouver analysis

CDC Social Vulnerability Index

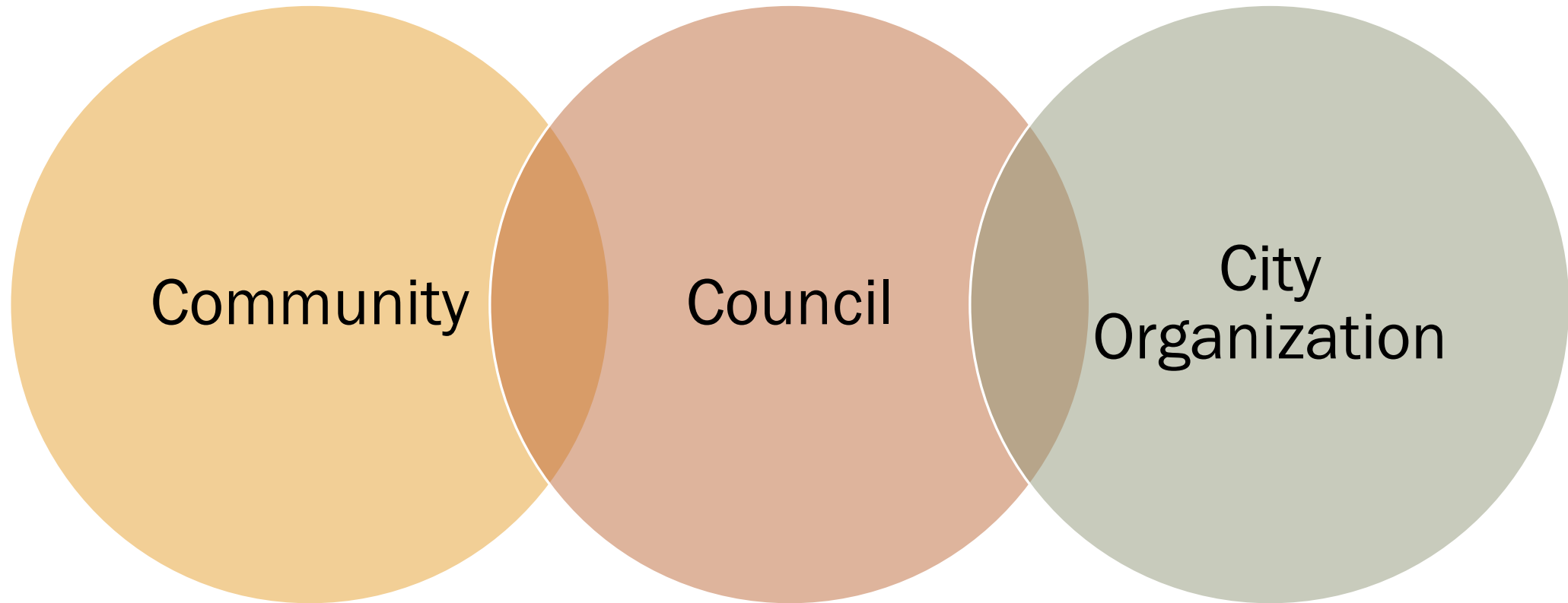
US Treasury guidance (final guidance pending)

City of Vancouver Financial policies

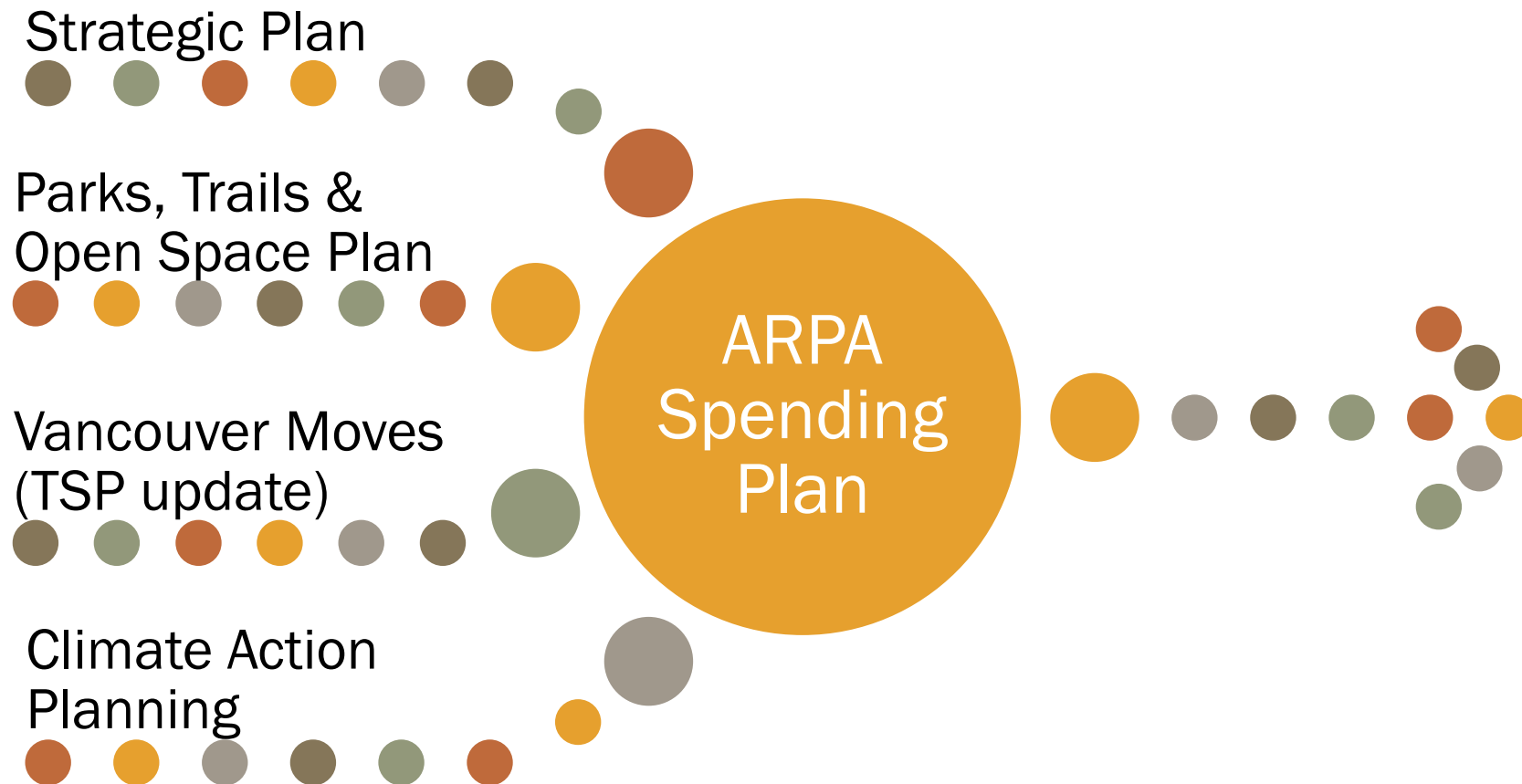
Proposed Framework



Engagement Audiences



Community Engagement Approach



Proposed Timeline



Other thoughts

Historic scale infusion of one-time resources

Relatively Long lead time to plan and spend – urgency not haste

Partnering opportunities – public/private/non-profit

Potential additional federal funds coming from other federal programs
(earmarks, infrastructure, competitive grants, etc.)

Questions & Discussion



Staff Report 076-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/7/2021

SUBJECT Water Station 5 Transmission Main project - Final Construction Acceptance/Release of Retainage (BID 20-22)

Key Points

- Accepts construction improvements to facilitate the release of the contractor's retainage.
- Nearly two miles of 30-inch diameter water transmission main was installed to improve water system infrastructure.
- Interdepartmental coordination improved the condition of road surfaces after the utility construction.
- The contractor met the 5% apprenticeship requirement for this project.

Strategic Plan Alignment

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

Present Situation

Tapani, Incorporated of Battle Ground, Washington, has completed construction of 10,203 linear feet of 30-inch diameter water main in East Mill Plain Boulevard, Garrison Road, and Northeast 12th Street. The new water transmission main provides for water conveyance between the west side of the City's service area and the east side. An increased water capacity is provided to meet increasing water demands within the city's water service area. The pipeline was engineered with the future Water Station 5 site upgrades in mind to provide for energy efficiency. Coordination with Pavement Management for additional pavement restoration improved road surfaces after the utility construction.

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

TOTAL CONTRACT COSTS

Labor, Equipment and Material	\$3,873,596.27
Sales Tax	\$272,130.36
Total	\$4,145,726.63
Retainage	\$193,679.81

The original bid amount was \$4,245,395.94 and the actual project cost came in at 2% less than the bid amount. This is because actual quantities of materials used were slightly less than what was estimated for bid quantities.

The contractor met the 5% apprenticeship utilization goal for this project with 5.3% in apprenticeship hours. The contractor delivered 587 apprenticeship hours.

Advantage(s)

1. Provides needed water conveyance with increased capacity to meet increasing water demands.
2. Increased water system reliability by increasing the ability to move water from west to east within the service area.
3. Strengthened the water distribution system and provides for improved fire flow.
4. Designed for energy efficiency with the future Water Station 5 upgrades in mind.
5. Completes the City's contractual and statutory process for accepting the project.
6. 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 were budgeted in the 2019-2020 Water Capital Budget and the 2021-2022 Water Capital Budget as project number 083557.

Prior Council Review

- Approved in the 2015 Comprehensive Water System Plan.
- Approved in the 2019-2020 Water Capital Budget and the 2021-2022 Water Capital Budget.
- Award of bid approved with Staff Report 106-20 on August 24, 2020.

Action Requested

On June 7, 2021, accept the Water Station 5 Transmission Main project as constructed by Tapani, Incorporated, of Battle Ground, Washington, and authorize release of retainage in the amount of \$193,679.81, subject to receipt of all documentation required by law.

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



Staff Report 077-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/7/2021

SUBJECT Daniels (W 27th St - 34th St) Water Main Replacement project - Final Construction Acceptance/Release of Retainage (BID 21-03)

Key Points

- Accepts construction improvements to facilitate the release of the contractor's retainage.
- This project replaced aging water mains to improve water system infrastructure.
- The construction of approximately 2,400 feet of new ductile iron water main has been completed.
- The contract amount was less than the \$500,000 threshold that would trigger an apprenticeship requirement.

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 approximately 2,400 feet of new ductile iron water main and installed new fire hydrants in Daniels Street from West 27th Street to West 34th Street. The new main replaced 100-year-old, high maintenance pipelines that were undersized when compared to current standards. 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 cost are summarized below.

<u>TOTAL CONTRACT COSTS</u>	
Labor, Equipment and Material	\$315,605.14
Sales Tax (8.5%)	\$26,576.40

Total	\$342,181.54
Retainage	\$15,780.26

The original bid amount was \$357,369.86 compared to the final amount of \$342,181.54, a 4% cost decrease. The decrease is attributed to the need for less pavement repair than was originally estimated to complete the street restoration work. The project had no apprenticeship requirement due to the awarded contract amount falling under the \$500,000 threshold.

Advantage(s)

1. Improves water system integrity and reliability.
2. Eliminates a high-maintenance section of main and costly repairs.
3. Improves fire flow and fire hydrant availability.
4. Completes the City's contractual and statutory process for accepting the project.
5. 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 have been included in the 2021-2022 Water Capital Budget as PRJ100409.

Prior Council Review

1. Approved in the 2021-2022 Water Capital Improvement Budget.
2. Approved for award of bid with Staff Report 018-21 dated February 1, 2021.

Action Requested

On June 7, 2021, accept the Daniels St. (W 27th St. – 34th St.) Water Main Replacement project as constructed by Halme Excavating, Inc. of Battle Ground, Washington, and authorize release of retainage in the amount of \$15,780.26, subject to receipt of all documentation required by law.

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



Staff Report 078-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/7/2021

SUBJECT NW 41st St & NW 43rd St Water Main Replacement project - Final Construction Acceptance/Release of Retainage (BID 20-29)

Key Points

- Accepts construction improvements to facilitate the release of the contractor's retainage.
- The utility improvements replaced undersized water mains to addresses both pressure and fire flow deficiencies.
- The construction of more than 2,800 feet of new water main has been completed.
- Interdepartmental coordination led to improved road surfaces upon project completion.
- The contractor did not meet the 3% apprenticeship goal, and a penalty was assessed.

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, Inc. of Battle Ground, Washington, has completed construction of approximately 2,800 linear feet of 8-inch ductile iron water main to replace undersized pipelines in Northwest 41st Street and Northwest 43rd Street from Northwest Lincoln Avenue to Northwest Daniels Street. The increased pipeline improves an area identified in the 2015 Comprehensive Water System Plan as having pressure and fire flow deficiencies. The majority of the roadways were fully restored from curb-to-curb with new asphalt after the utility installation. The City's Transportation and Water Departments are partnering to share the roadway improvement costs associated with the project in order to improve the final project restoration for this project.

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

TOTAL CONTRACT COSTS

Labor, Equipment and Material	\$568,754.86
Sales Tax	\$26,905.14
Total	\$595,660.00
Retainage	\$28,437.74

The original bid amount was \$534,939.12 compared to a final amount of \$595,660.00, which is a \$60,720.88 or 12% increase. The additional expense is mostly attributed to additional pavement improvements completed with the project.

The contractor fell short of meeting the Apprenticeship utilization goals of 3%, and a penalty of \$359.25 was assessed. This project was bid in 2020 prior to changes to the Apprenticeship Utilization program.

Advantage(s)

1. Improves pressure and fire flow.
2. Increases water system integrity and reliability.
3. Improves street surfaces and pavement longevity.
4. Completes the City's contractual and statutory process for accepting the project.
5. 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 were approved in the 2019-2020 and 2021-2022 Water Capital Budget under PRJ100247. Cost sharing funds for additional pavement restoration in the amount of \$97,443.21 were approved in the 2021-2022 Pavement Management Budget under PRJ072821.

Prior Council Review

1. Approved in the 2015 Comprehensive Water System Plan.
2. Approved in the 2019-2020 and 2021-2022 Water Capital Budget
3. Staff Report 139-20, award of bid for NW 41st St. and NW 43rd St. Water Main Replacement project on October 12, 2020.

Action Requested

On June 7, 2021, accept the NW 41st St. and NW 43rd St. Water Main Replacement project as constructed by Halme Excavating, Inc., of Battle Ground, WA, and authorize release of retainage in the amount of \$28,437.74, subject to receipt of all documentation required by law.

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



Staff Report 079-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/7/2021

SUBJECT Bid Award for Street Light Materials, per ITB#21-09

Key Points

- The existing Street Light Materials contract with Rexel Inc. expired June 9, 2020. The City has historically purchased approximately \$200,000 per year of street light materials from the materials purchase contract.
- The City is responsible for maintaining public street lighting. Street lighting components need to be replaced as street lights age or become damaged. Properly functioning street lights are essential to ensure public safety and avoid City liability exposure.
- A materials purchasing contract awarded to the lowest responsive bidder allows the City to obtain needed parts at a competitive and predictable price while requiring the vendor to maintain a minimum inventory to meet City needs.

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 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 received 1 bid for street lighting components in the amount of \$2,063,942.34. The low bidder was responsive. It is the City's intent to award a contract for a maximum of five (5) years. The bids received are as follow:

SUMMARY OF BIDS	
BIDDER	AMOUNT
C.E.D. Vancouver, Vancouver, WA	\$ 2,063,942.34

The required annual quantity of materials specified in the bid represents a worst case scenario and is conservative. The unpredictable nature of lighting repair requires that items be purchased on an as-needed basis. Therefore, while the contract appears to result in a projected annual cost that exceeds the annual budget allocation of \$255,000, the City will only order items needed to maintain adequate inventory levels. City staff will limit purchases to the amount of funds allocated in the annual budget.

Advantage(s)

1. Allows the City to purchase new street lights when needed to maintain the safety of the traveling public and to avoid City liability exposure. This resulting contract is written for five (5) years, which will save up front administrative costs.
2. Insures timely and predictable delivery since the vendor is required to maintain a minimum inventory of select items.

Disadvantage(s)

None

Budget Impact

The materials will be funded as part of the Street Lights Maintenance and Operation's annual budget. Sufficient funds in the amount of \$255,000 per year are available to purchase any needed materials from this bid.

Prior Council Review

None

Action Requested

On June 7, 2021, award a materials contract for public street lighting components to the lowest responsive and responsible bidder, C.E.D. Vancouver, Vancouver, WA, for a maximum of \$2,063,942.34 over the five-year life of this contract.

Chris Christofferson, Traffic Engineering Manager, 360-487-7716

ATTACHMENTS:

- ▢ Contract



**CITY OF VANCOUVER
PURCHASE AGREEMENT # C-100627
STREET LIGHT MATERIALS**

This agreement for the purchase of commodities (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, WA (hereinafter referred to as the "City") and Consolidated Electrical Distribution (C.E.D.) (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued the Invitation to Bid, numbered 21-09 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive bid, found the Contractor be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees to the full satisfaction of the City.

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

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

This contract provides for the purchase of street light material on an "as needed" basis, all in accordance with these Contract Provisions and Bid Specifications as outlined in the solicitation.

2. **TERM OF AGREEMENT:** The term of this Agreement shall commence on **Month Day, Year** and continue until **Month Day, Year**. The maximum term for this Agreement is five (5) years.
3. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor's responsive proposal to the City's solicitation and the City's solicitation.

4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.
8. **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.
9. **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.
10. **SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the "Delivery Date" stated on the signed purchase order.

In the event that the equipment and related services are not provided and/or delivered in the timelines specified in the Purchase Order, the City reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

11. **DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final

inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

- 12. PAYMENT:** Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.
- 13. TAXES:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.
- 14. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
- 15. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.
- 16. WAIVER:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 17. 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.
- 18. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

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

20. WARRANTIES: All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer’s warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

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

22. TERMINATION FOR CAUSE: In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Supplier, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Supplier setting forth the manner in which the Supplier is in default. The Supplier will be paid only the contract price for goods rendered in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Supplier had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Supplier, the City after setting up a new delivery or performance schedule, may allow the Supplier to continue work or treat the termination as a termination for convenience.

23. OPPORTUNITY TO CURE: The Owner at its sole discretion may in lieu of a termination allow the Supplier to cure the defect(s), by providing a “Notice to Cure” to Supplier setting forth the

remedies sought by Owner and the deadline to accomplish the remedies. If the Supplier fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Supplier. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Supplier and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

24. EVALUATION AND COMPLIANCE WITH THE LAW: The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

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

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

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

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

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

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

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

- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

- 28. 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:
Matt Pezzi
Consolidated Electrical Distribution
8100 NE St Johns Rd, Ste 101
Vancouver, WA 98665
Email: matt@cedvancouver.com

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

- 29. AMENDMENTS:** All changes to this Agreement, including changes to the statement of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 30. 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.
- 31. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 32. 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.

33. 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.

34. 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.

35. NONDISCRIMINATION: During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36. BINDING EFFECT: The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

37. REMEDIES CUMULATIVE: Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

38. SEVERABILITY: Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Consolidated Electrical Distribution

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 080-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/7/2021

SUBJECT Northwest Staffing Resources Agreement C-100478, Contract Increase

Key Points

- The City's procurement regulations require all professional services contracts in excess of \$300,000 be approved by City Council.
- Due to increased use of temporary staff in 2021, mostly due to staffing the COVID-19 testing and vaccination site at Tower Mall, the \$300,000 not-to-exceed amount on the Northwest Staffing Resources contract will soon be reached.
- In the last six months of the contract the City has spent almost \$269,000. The temporary staffing expenses for March alone were nearly \$32,000. Currently, the Northwest Staffing Professional Services Agreement has \$55,000 remaining on the contract.
- The City normally uses temporary and seasonal workers during the summer months to staff up in Parks & Recreation and Public Works. However, the need to quickly staff the COVID-19 testing and vaccination site has significantly contributed to the increased costs.
- While most of the COVID-19 expenses are reimbursable to the City through the CARES Act, Staff requests the not-to-exceed amount of the contract be increased from \$300,000 to \$800,000 to continue to cover the cost of the COVID-19 testing and vaccination site and normal planned temporary and seasonal staffing needs invoiced in May and through the life of the contract, which ends in November 2025.

Strategic Plan Alignment

N/A

Present Situation

The City of Vancouver, through the Human Resources Department, currently contracts with Northwest Staffing Resources to provide staff augmentation services on an on-call, as-needed, and occasionally on-going basis. The services required may include, but are not limited to, clerical, light industrial, technical, and professional level staffing. The contract with Northwest Staffing Resources began on November 20, 2020, and ends November 19, 2025. It is anticipated the contract not-to-exceed amount (C-100478) of \$300,000 will be exhausted by the end of June if

not increased. Staff requests an increase to the authorized amount of the contract.

Advantage(s)

Increasing the contract should continue uninterrupted temporary staffing services for the City through the end of the contract, to include staffing of the COVID-19 testing and vaccination site at Tower Mall.

Disadvantage(s)

None

Budget Impact

None. This is purely an issue with the not-to-exceed amount of the contract. Current department budgets have sufficient appropriations to fund the cost of planned temporary and seasonal staffing services, including the reimbursable staffing for the COVID-19 testing and vaccination site at Tower Mall, but the contractual not-to-exceed amount is not sufficient to cover future expenses, unless increased.

Prior Council Review

None

Action Requested

Approve an increase to the authorized not-to-exceed amount of the contract with Northwest Staffing Resources from \$300,000 to \$800,000.

Dean Perez, Human Resources Deputy Director, 360-487-8406

ATTACHMENTS:

- ▢ Northwest Staffing Professional Services Agreement for Temporary Staffing Services No. C-100478

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-100478
TEMPORARY STAFFING SERVICES

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Northwest Staffing Resources hereinafter referred to as "Contractor", whose address is 315 West Mill Plain Blvd., Suite 100, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to provide staff augmentation services on an on-call-, as-needed, and occasionally on-going basis. Services required may include, but are not limited to, clerical, light industrial, technical, and professional level staffing. and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 37-20, Contractor's proposal to said RFP; and

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

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

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

1. Statement of Work.

Contractor agrees to provide staff augmentation services on an on-call, as-needed, and occasionally on-going basis. Services required may include, but are not limited to, clerical, light industrial, technical, and professional level staffing. per RFP No. 37-20 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

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

Compensation is limited to the amount specified for each temporary staffing position, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work

stated within the timeframe identified by the City. 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 not included in this contract.

This agreement is a purchase of professional services at the rates shown below. The markups include all applicable withholding taxes, FICA, FUTA, SUTA and worker's compensation. Payment for these services shall not exceed \$300,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

LEVEL OF SERVICE	AGENCY HOURLY RANGE	AGENCY REGULAR MARK-UP	PAYROLL SERVICE (Scope of Work, Item #8, Payroll Service)
Clerical	Regular Bill Rate Range: \$19.95-39.90 Employee Pay Range: \$15.00-30.00	33%	28%
Light Industrial	Regular Bill Rate Range: \$21.75-29.00 Employee Pay Range: \$15.00-20.00	45%	39%
Professional	Regular Bill Rate Range: \$33.25-133.00 Employee Pay Range: \$25.00-100.00	33%	26%
Technical	Regular Bill Rate Range: \$21.28-79.80 Employee Pay Range: \$16.00-60.00	33%	26%
Other Specialized Areas: Light Industrial Workers Compensation Codes 7113, 7117, 7118, 7119	Regular Bill Rate Range: \$22.95-38.25 Employee Pay Range: \$15.00-25.00	53%	47%

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 37-20 and RFP No. 37-20.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of November 20, 2020. It is agreed services hereunder shall be completed by November 19, 2025.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

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

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

During the 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.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence, two million dollars (\$2,000,000) aggregate and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

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

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

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

i. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

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

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

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

14. Notices.

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

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Hailey Mark
NW Staffing Resources
315 West Mill Plain Blvd.
Suite 100
Vancouver, Washington 98660

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to

seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. 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.

23. 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.

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

Anna Vogel

7C05B7EE675849B...

Anna Vogel, Procurement Manager

11/20/2020

Date

Attest:

DocuSigned by:

Natasha Ramras

11/20/2020

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Michael Nigrey

11/20/2020

0246396B4BEC412...

Michael Nigrey, Assistant City Attorney

For: Jonathan Young, City Attorney

CONTRACTOR:

Company Name

DocuSigned by:

Hailey Mark

D8369CC4665E444...

Signature

Hailey Mark

Branch Manager

Printed Name /Title

11/19/2020

Date



Staff Report 081-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/7/2021

SUBJECT Community Roots - Impact fee waiver request

Key Points

- City Council may waive Transportation and Park development impact fees for low-income housing developments.
- In return, the applicant is required to maintain the affordability limitations for the project in perpetuity.
- The applicant is requesting an 80% reduction in Transportation and Park impact fees for a 21-unit development for low-income households.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

In 2016 Council approved Ordinance M-4154 allowing a partial exemption or full waiver of transportation and parks impact fees to spur affordable housing projects. A waiver of the school district impact fees is only available upon approval by school district in which the project is located.

For residential developments of four or more units Council may, by resolution, partially exempt up to 80% of the transportation and park impact fees or fully waive 100% of the impact fees. If Council only partially exempts the development, up to 80% of the impact fee, there is no requirement to pay the exempted portion of the fee from public funds. If Council fully waives the development from impact fees, the remaining 20% of the waived fee must be paid from public funds other than impact fee accounts.

Community Roots Housing

The proposal is to build 21 new income-restricted housing units in separate buildings. The units

will all be 1 bedroom and restricted for very low-income individuals trying to exit homelessness. The project site is located at 1901 NW 69th Circle east Vancouver Lake at the intersection of NW 69th Circle and Fruit Valley Road.

This request is for an 80% partial impact fee exemption. The standard transportation impact fees, based on the vehicle trips and designated fee subarea, are \$3,366 (Exhibit A). After an 80% reduction of \$2,692.80 the remaining required transportation impact fee would be \$673.20.

Park impact fees are based on the number of residential units and the park district subarea. The site is located within Park District A, which has a rate of \$1,639 per unit. The total park impact fee is \$34,419 (Exhibit A). After an 80% reduction of \$27,535.20, the remaining required park impact fee would be \$6,883.80. The project site is located within the Vancouver School District which requires \$2,381.93 per multi-family unit. The Vancouver School District has declined to waive impact fees in this case. All impact fees are due prior to the issuance of building permits.

Advantage(s)

1. Adds 21 income-restricted housing units in the city.
2. Tenants to be earning less than 30% of the 80% of the HUD annually determined area median income.
3. All units must be maintained by the applicant as low-income units in perpetuity.

Disadvantage(s)

1. Loss of \$2,692.80 in Transportation impact fees.
2. Loss of \$27,535.20 in Park impact fees.

Budget Impact

The current biennium's budget will not be impacted, however the loss of revenue in Park District B and Transportation would impact future projects that could have used this revenue source.

Prior Council Review

- Council Workshop December 17, 2018 Impact Fee Waiver Process
- Council Memo dated May 19, 2021 (attached)

Action Requested

Adopt a resolution to exempt 80% of Transportation and Park impact fees for the Community Roots low-income housing development.

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

ATTACHMENTS:

- ▣ Community Roots Impact Fee Waiver Resolution
- ▣ Community Roots Impact Fee Waiver Covenant
- ▣ Council Memo - Impact Fee Waivers

06/07/21

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Vancouver Washington approving a partial exemption of the collection of Traffic Impact fees in the amount of \$2,692.80 and Park Impact Fees in the amount of \$27,535.20 for the Community Roots Collaborative low-income housing development.

WHEREAS, the City Comprehensive Plan encourages development and funding for affordable housing and opportunities to provide unsubsidized housing; and

WHEREAS, pursuant to RCW 82.02.060, Vancouver Municipal Code 20.915.080 allows for conditional reduction, exemption, or waiver of Traffic and Park Impact Fees; and

WHEREAS, local governments may either: (1) grant a partial exemption of not more than eighty percent of impact fees, in which case there is no requirement under state law to pay the exempted portion of the fee from the City or other than impact fee accounts; or (2) provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from City funds other than impact fee accounts; and

WHEREAS, The Community Roots Collaborative a Washington nonprofit corporation is dedicated to addressing homelessness; and

WHEREAS, The Community Roots Collaborative has applied for a partial exemption 80% in the amount of \$2,692.80 of Traffic impact fees and \$27,535.20 in Park Impact Fees which would otherwise be due prior of issuance of building permits; and

WHEREAS, the applicant has met the eligibility criteria of VMC 20.915.080 and agreed, through proposed covenant, to provide low-income housing in perpetuity; and

WHEREAS, the City Council recognizes the importance of providing low-income housing

within the City of Vancouver.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The Community Roots Collaborative development has applied for partial impact fee exemption for a low-income housing project located at 1901 69th Circle (Tax ID# 37918472). Pursuant to VMC 20.915.080 D, the City Council makes the following findings:

1. The Applicant has documented that the housing meets appropriate standards regarding household income, rent levels, and number of units by submitting evidence of agreements or contracts.
2. The Applicant has agreed to be monitored by the City of Vancouver to ensure compliance with the income requirements of VMC 20.915.
3. Prior to receiving building permits the developer shall record a covenant with the Clark County Auditor attesting that:
 - a. The property is prohibited from being used for any purpose other than for low-income housing.
 - b. If the property is converted to a use other than for low-income housing, the current property owner must pay the applicable impact fees in effect at the time of conversion.
 - c. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, as reported by the United States Department of Housing and Urban Development.
4. The City of Vancouver will not collect revenue lost through the granting of the exemption by

RESOLUTION - 2

increasing impact fees unrelated to the exemption.

5. The applicant is proposing a residential rental development. Adequate documentation has been provided attesting that such housing will remain exclusively available to low-income households with restricted rents in perpetuity.
6. The applicant will record appropriate covenants to ensure compliance with the requirements set forth in VMC 20.915.080.

Section 2. Partial Exemption of Impact Fees. The impact fee waiver is for 21 housing units. Total Park impact fees for the development are \$34,419. The applicant is requesting a partial exemption of Park impact fees at 80% (\$27,535.20) for a final remaining fee of \$6,883.80 to be paid by applicant to the City of Vancouver at time of building permit issuance.

The total Traffic impact fee is \$3,366. The applicant is requesting a partial exemption of Traffic impact fees at 80% (\$2,692.80) for a final remaining fee of \$673.20 to be paid by applicant to the City of Vancouver at the time of building permit issuance.

The total combined impact fee exemption of \$30,228 will result in a final combined impact fee of \$7,557 for Parks and Transportation, exclusive of applicable School Impact Fees, which are reviewed separately by the school districts.

Section 3. Severability. If any provision of this resolution or its application to any person or circumstance is held invalid, the remainder or the application of the provision to other persons or circumstances is not affected.

Section 4. Effective Date. This resolution shall become effective immediately upon final adoption.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of

RESOLUTION - 3

_____, 2021.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 4

When Recorded Return To:

City of Vancouver
CDBG and HOME Programs
PO Box 1995
Vancouver, WA 98668-1995
Attention: Peggy Sheehan, (360) 487-7952

**CITY OF VANCOUVER, WASHINGTON
LOW INCOME HOUSING IMPACT FEE WAIVER COVENANT AGREEMENT**

Grantor:	Community Roots Collaborative
Grantee:	City of Vancouver
Assessor's Tax ID#:	37918472
Legal Description:	#83 of Isaac Bell DLC 1.5A
	Full legal description attached as Exhibit A
Address:	1901 NW 69th Cir., Vancouver, WA 98663

COVENANT RUNNING WITH THE LAND:

This COVENANT is made and effective this ____ day of _____, 2021, and by Community Roots Collaborative, a Washington nonprofit corporation, to the CITY OF VANCOUVER, State of Washington (hereinafter the "City").

Recitals.

A. Community Roots Collaborative is the owner or party in interest of certain real property with tax ID # 37918472 and abbreviated legal description of #83 of Isaac Bell DLC 1.5 A, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereafter the "Site").

B. All of the development on the site shall be low income housing to be owned and occupied by, or leased to, low-income persons with income no greater than eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development. That portion of the development which is low income housing is hereinafter the "Property".

C. For the purposes of this covenant, low income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development.

D. City approved an impact fee waiver for the Property in accordance with Vancouver Municipal Code Section 20.915.080.

Agreement:

NOW, THEREFORE, Community Roots Collaborative covenants and agrees, on behalf of itself and all successors and assigns, as follows, it being specifically agreed that this is a covenant which touches, concerns, enhances, benefits and runs with the land:

E. Community Roots Collaborative is the sole and exclusive owner or party of interest of the Site in Clark County, State of Washington, described in Exhibit "A" hereto.

F. Property shall not be used for any purpose other than for low income housing.

Low Income Housing Impact Fee Waiver Covenant (Continued)

G. In the event that that the Property is converted to a use other than for low income housing, the owner must pay the applicable impact fees in effect at the time of conversion.

H. This covenant and all of its provisions shall be binding upon Community Roots Collaborative and any and all of its assigns and successors in interest into show ownership the Property may pass, and any obligations made herein by Community Roots Collaborative shall be enforceable against all of its assigns and successors in interest into whose ownership the Property may pass, and all of them, except as this covenant shall expressly provide to the contrary.

I. Those signatories who sign on behalf of a corporation are expressly vested by the by-laws of the corporation which they purport to represent with the authority to bind such corporation in the manner in which such signatories have purported to bind their principal herein.

J. In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington will control and, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, ay any method authorized by Washington law.

K. This covenant shall remain in full force and effect until amended, modified, or terminated by the action of the City in zoning proceedings appropriate for that purpose.

L. A copy of this covenant will be filed with the County Auditor.

IN WITNESS HEREOF, Community Roots Collaborative, a Washington state nonprofit corporation, has executed this Covenant on the _____ day of _____, 2021.

GRANTOR: Community Roots Collaborative

By: _____

Print Name: _____, its President

Low Income Housing Impact Fee Waiver Covenant (Continued)

CORPORATE NOTARY

STATE OF WASHINGTON)

)ss

COUNTY OF CLARK)

On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, known to me as the [title] _____ of Community Roots Collaborative, a Washington nonprofit corporation, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of _____,
My Commission Expires: _____

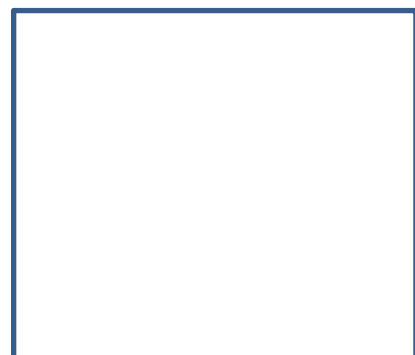


EXHIBIT A:
SITE LEGAL DESCRIPTION

Tax ID #: 1901 NW 69th Cir., Vancouver, WA 98663

Description:

BEGINNING at the quarter corner between Sections 4 and 9, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington, and running thence South 3103.1 feet; thence East 238.6 feet to the East line of the Old County Road; thence North 86° 48' 15" East 174.18 feet to a point on the Easterly right of way line of the Northern Pacific Railway; thence North 6° 06' West along said right of way 401.56 feet to an intersection with the Northerly line of the State Highway, which point is the true point of beginning of the tract to be described; running thence North 6° 06' West along said railway right of way 498.01 feet to an intersection with the State Highway right of way; thence North 81° 39' East 178.27 feet to a point on the West right of way line of the State Highway; thence South 8° 21' East along said highway right of way 79.9 feet to the beginning of a curve to the right; thence following said curve along said highway right of way Southerly and Westerly to the point of beginning.

MEMORANDUM

DATE: May 19, 2021

TO: Eric Holmes- City Manager

FROM: Peggy Sheehan-Programs Manager

CC: Chad Eiken, Director, Community & Economic Development

RE: **Impact Fee Waiver Requests – Community Roots Collaborative and Mercy Peacehealth Family Housing**

In 2004 Council adopted Ordinance M-3643 allowing collection of impact fees to ensure that adequate facilities for schools, parks, and roads are available to serve new developments. Project developers are required to pay a proportionate share of the cost of infrastructure facilities needed to serve new development and maintain prescribed levels of service.

In 2016 Council approved Ordinance M-4154 extending partial and full waiver of impact fees for low income affordable housing projects. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development. The 2020 HUD median income for a family of four in this region is \$92,100. At 80% of the area median the income for a family of four is \$73,700. The 30% monthly housing expense would be \$1,843.

1-Person Household		2-Person Household		4-Person Household	
80% AMI	Maximum affordable monthly rent	80% AMI	Maximum affordable monthly rent	80% AMI	Maximum affordable monthly rent
\$51,600	\$1,290	\$59,000	\$1,475	\$70,300	\$1,843

For residential developments of four or more units City Council may, by Resolution, fully waive the park and transportation impact fees at 100% or partially waive them up to 80% the impact fees. If Council only partial exempts the development up to 80% of the impact fee there is no requirement to pay the exempted portion of the fee from public funds. If Council waives 100% of the development from impact

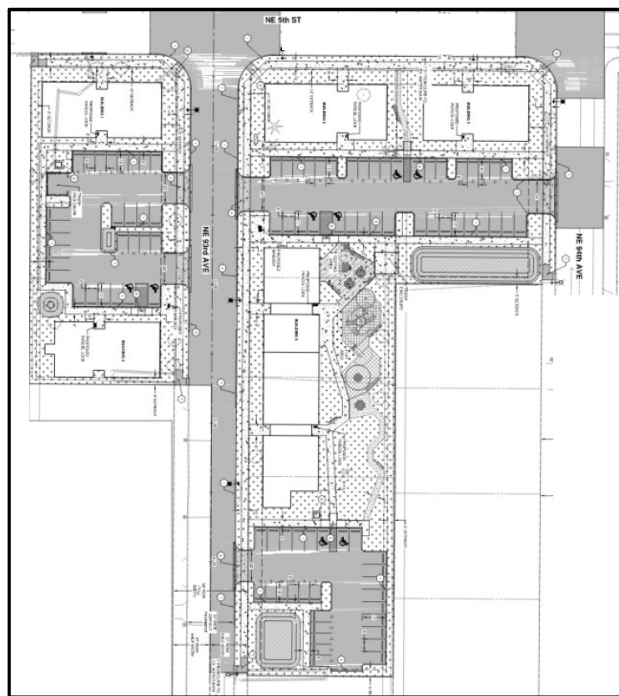
Page 2 of 4

Two projects eligible for partial exemption of full waiver of development impact fees are nearing permit approval. The amount of impacts fees for each project depends on the location of the projects in individual fee districts, the number of units proposed, and vehicle trips generated. Waiver of the school impact fees shall be at the discretion of the affected school district.

The City must receive written consent from affected school districts to allow waiver or partial exemption of school impact fees. In both cases presented below the school district declined to waive any of the school impact fees.

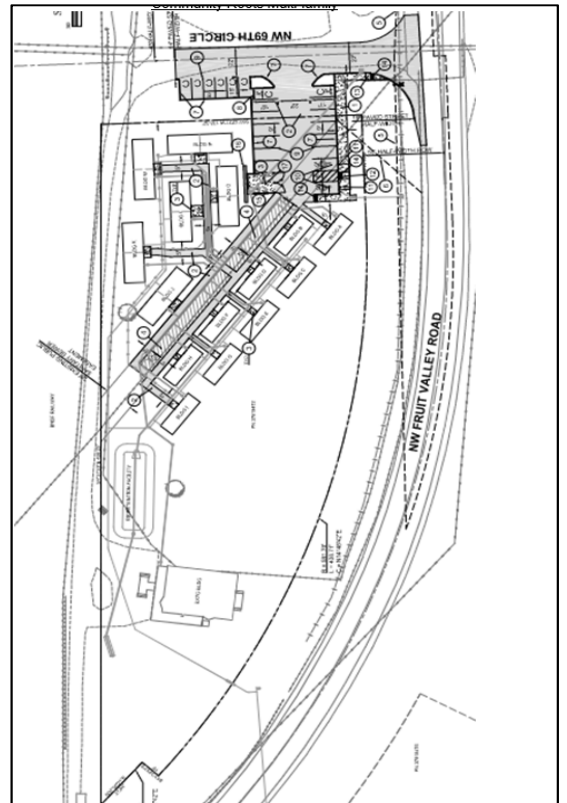
This project is for 69 multifamily units located at 408 and 409 NE 93rd Avenue. Mercy Housing North West is requesting an 80% waiver of impact fees. The units will be reserved for households earning at or below 50% of the HUD area median income.

Fee District	Total Impact Fee	Requested 80% reduction	Applicant 20% Remainder
Park District B- \$2,060 per unit	\$142,140.00	\$113,712.00	\$28,428.00
Transportation- Columbia Subarea	\$76,903.75	\$61,523.00	\$15,380.75
Totals	\$219,043.75	\$175,235.00	\$43,808.75



The Community Roots project is 21 individual housing units for low-income persons exiting homelessness typically below 30% of the area median income. The project is located at 1901 NE 69th Circle.

Fee District	Total Impact Fee	Requested 80% reduction	Applicant 20% Remainder
Park District- A	\$34,419.00	\$27,535.20	\$6,883.80
Transportation District-Columbia	\$3,366.00	\$2,692.80	\$673.20
Totals	\$37,785	\$30,228	\$7,557



Request on June 7, 2021 that City Council approve by resolution an 80% reduction of City of transportation and park impact fees for both the Mercy Peacehealth Family Housing and Community Roots Collaborative income restricted housing projects.



To request other formats, please contact:
Department
(360) 487-8605 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us



Staff Report 082-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/7/2021

SUBJECT Mercy Housing NW- Impact Fee Waiver Request

Key Points

- City Council may waive Transportation and Park development impact fees for low-income housing developments.
- In return the applicant is required to record a covenant against the property stating that the property will only be used for low-income housing in perpetuity.
- The applicant is requesting an 80% reduction in Transportation and Park impact fees for a 69-unit multifamily development for low-income households.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

In 2016 Council approved Ordinance M-4154 allowing a partial exemption or full waiver of transportation and parks impact fees to support affordable housing projects. The waiver of any school district impact fees is determined by the school district in which the project is located.

For residential developments of four or more units Council may, by resolution, partially exempt up to 80% of the transportation and park impact fees or fully waive 100% of the transportation and park impact fees. If Council only partially exempts the impact fee there is no requirement to pay the exempted portion of the fee from public funds. If Council fully waives the development from impact fees, 20% of the waived fee must be paid through another public funding source other than impact fee accounts.

Mercy Peacehealth Family Housing

The proposal is to build 69 new income-restricted housing units in 5 buildings. The units will consist of one, two, and three bedrooms for low-income individuals and families. Thirty-five units

will be restricted at 30% AMI. The remaining 34 units will be restricted at 50% AMI. The project site is located one block east of the SW Washington Medical Center generally at the intersection of NE 5th Street and NE 93rd Avenue.

This request is for an 80% partial impact fee exemption. The standard transportation impact fees, based on the vehicle trips and designated fee subarea are \$76,903.75 (Exhibit A). After an 80% reduction of \$61,523, the remaining required transportation impact fee would be \$15,380.75. Park impact fees are based on the number of residential units and the park district subarea. The site is located within Park District B, which has a rate of \$2,060 per unit. The total park impact fee is \$142,140 (Exhibit A). After an 80% reduction of \$113,712, the remaining required park impact fee would be \$24,428.

The project site is located within the Vancouver School District, which requires \$2,381.93 per multi-family unit. The Vancouver School District has declined to waive impact fees in this case. All impact fees are due prior to the issuance of building permits.

Advantage(s)

1. Adds 69 income-restricted housing units in the city.
2. Tenants to be earning less than 50% of area median income.
3. All units must be maintained by the applicant as low-income units in perpetuity.

Disadvantage(s)

1. Loss of \$61,523 in Transportation impact fees.
2. Loss of \$113,712 in Park impact fees.

Budget Impact

The current biennium's budget will not be impacted, however the loss of revenue in Park District B and Transportation would impact future projects that could have used this revenue source.

Prior Council Review

- Council Workshop December 17, 2018 Impact Fee Waiver Process
- Council Memo dated May 19, 2021 (attached)

Action Requested

Adopt a resolution exempting 80% of Transportation and Park impact fees for the Mercy Peacehealth low-income housing development.

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

ATTACHMENTS:

- ▣ Mercy Housing NW Impact Fee Waiver Resolution
- ▣ Mercy Housing NW Impact Fee Waiver Covenant
- ▣ Council Memo - Impact Fee Waivers

06/07/21

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Vancouver Washington approving a partial exemption of the collection of Traffic Impact fees in the amount of \$61,523 and Park Impact Fees in the amount of \$113,712 for the Mercy Peaceheath Family Housing Apartments development.

WHEREAS, the City Comprehensive Plan encourages development and funding for affordable housing and opportunities to provide unsubsidized housing; and

WHEREAS, pursuant to RCW 82.02.060, Vancouver Municipal Code 20.915.080 allows for conditional reduction, exemption, or waiver of Traffic and Park Impact Fees; and

WHEREAS, local governments may either: (1) grant a partial exemption of not more than eighty percent of impact fees, in which case there is no requirement under state law to pay the exempted portion of the fee from the City or other than impact fee accounts; or (2) provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from City funds other than impact fee accounts; and

WHEREAS, The MHNW 18 Vancouver Family Housing LLLP is a Washington Limited Liability Company dedicated to addressing homelessness; and

WHEREAS, The MHNW 18 Vancouver Family Housing LLLP has applied for a partial exemption 80% in the amount of \$61,523 of Traffic impact fees and \$113,712 in Park Impact Fees which would otherwise be due prior of issuance of building permits; and

WHEREAS, the applicant has met the eligibility criteria of VMC 20.915.080 and agreed, through proposed covenant, to provide low-income housing in perpetuity; and

WHEREAS, the City Council recognizes the importance of providing low-income housing within the City of Vancouver.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The Mercy Peaceheath Family Housing Apartments development has applied for partial impact fee exemption for a low-income housing project located at 408 and 409 NE 93rd Avenue (Tax ID#s 37916239, 37916237, 37916235, 37916241, 37916243, 37916245, 37916247, 37916249, 37916251, 37916283, 37916281). Pursuant to VMC 20.915.080 D, the City Council makes the following findings:

1. The Applicant has documented that the housing meets appropriate standards regarding household income, rent levels, and number of units by submitting evidence of agreements or contracts.
2. The Applicant has agreed to be monitored by the City of Vancouver to ensure compliance with the income requirements of VMC 20.915.
3. Prior to receiving building permits the developer shall record a covenant with the Clark County Auditor attesting that:
 - a. The property is prohibited from being used for any purpose other than for low-income housing.
 - b. If the property is converted to a use other than for low-income housing, the current property owner must pay the applicable impact fees in effect at the time of conversion.
 - c. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, as reported by the United States Department of Housing and Urban Development.

RESOLUTION - 2

4. The City of Vancouver will not collect revenue lost through the granting of the exemption by increasing impact fees unrelated to the exemption.
5. The applicant is proposing a residential rental development. Adequate documentation has been provided attesting that such housing will remain exclusively available to low-income households with restricted rents in perpetuity.
6. The applicant will record appropriate covenants to ensure compliance with the requirements set forth in VMC 20.915.080.

Section 2. Partial Exemption of Impact Fees. The impact fee waiver is for 69 housing units. Total Park impact fees for the development are \$142,140. The applicant is requesting a partial exemption of Park impact fees at 80% (\$113,712) for a final remaining fee of \$28,428 to be paid by applicant to the City of Vancouver at time of building permit issuance.

The total Traffic impact fee is \$76,903. The applicant is requesting a partial exemption of Traffic impact fees at 80% (\$61,523) for a final remaining fee of \$15,380.75 to be paid by applicant to the City of Vancouver at the time of building permit issuance.

The total combined impact fee exemption of \$175,235 will result in a final combined impact fee of \$43,808.75 for Parks and Transportation, exclusive of applicable School Impact Fees, which are reviewed separately by the school districts.

Section 3. Severability. If any provision of this resolution or its application to any person or circumstance is held invalid, the remainder or the application of the provision to other persons or circumstances is not affected.

Section 4. Effective Date. This resolution shall become effective immediately upon final adoption.

RESOLUTION - 3

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2021.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 4

When Recorded Return To:
City of Vancouver
CDBG and HOME Programs
PO Box 1995
Vancouver, WA 98668-1995
Attention: Peggy Sheehan, (360) 487-7952

**CITY OF VANCOUVER, WASHINGTON
LOW INCOME HOUSING IMPACT FEE WAIVER COVENANT AGREEMENT**

Grantor: MHNW 18 Vancouver Family Housing LLLP
Grantee: City of Vancouver
Assessor’s Tax ID#: 37916235; 37916237; 37916239; 37916241; 37916243; 37916245;
37916247; 37916249; 37916251; 37916281; 37916283
Legal Description: Full legal description attached as Exhibit A
Address: 408 NE 93rd Avenue
409 NE 93rd Avenue

COVENANT RUNNING WITH THE LAND:

This COVENANT is made and effective this ____ day of _____, 2021, and by MHNW 18 VANCOUVER FAMILY HOUSING, a Washington limited liability limited partnership (hereinafter the “Partnership”), to the CITY OF VANCOUVER, State of Washington (hereinafter the “City”).

Recitals.

- A. The Partnership is the owner or party in interest of certain real property with tax ID #s 37916235; 37916237; 37916239; 37916241; 37916243; 37916245; 37916247; 37916249; 37916251; 37916281; 37916283 and abbreviated legal description of Lots 18, 19 and 20, Block 1 and Lots 1, 2, 3, 4, 5, 6, 21, and 22, Block 2, FIRCREST, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (hereafter the “Site”).
- B. All of the development on the site shall be low income housing to be owned and occupied by, or leased to, low-income persons with income no greater than eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development. That portion of the development which is low income housing is hereinafter the “Property”.
- C. For the purposes of this covenant, low income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development.
- D. City approved an impact fee waiver for the Property in accordance with Vancouver Municipal Code Section 20.915.080.
- Agreement:**
- NOW, THEREFORE, the Partnership covenants and agrees, on behalf of itself and all successors and assigns, as follows, it being specifically agreed that this is a covenant which touches, concerns, enhances, benefits and runs with the land:
- E. The Partnership is the sole and exclusive owner or party of interest of the Site in Clark County, State of Washington, described in Exhibit “A” hereto.
- F. Property shall not be used for any purpose other than for low income housing.

Low Income Housing Impact Fee Waiver Covenant (Continued)

G. In the event that that the Property is converted to a use other than for low income housing, the owner must pay the applicable impact fees in effect at the time of conversion.

H. This covenant and all of its provisions shall be binding upon the Partnership and any and all of its assigns and successors in interest into which ownership the Property may pass, and any obligations made herein by the Partnership shall be enforceable against all of its assigns and successors in interest into which ownership the Property may pass, and all of them, except as this covenant shall expressly provide to the contrary.

I. Those signatories who sign on behalf of a corporation are expressly vested by the by-laws of the corporation which they purport to represent with the authority to bind such corporation in the manner in which such signatories have purported to bind their principal herein.

J. In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington will control and, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, ay any method authorized by Washington law.

K. This covenant shall remain in full force and effect until amended, modified, or terminated by the action of the City in zoning proceedings appropriate for that purpose.

L. A copy of this covenant will be filed with the County Auditor.

IN WITNESS HEREOF, the Partnership, a Washington state limited liability limited partnership, has executed this Covenant on the _____ day of _____, 2021.

BORROWER:

MHNW I8 Vancouver Family Housing LLLP,
a Washington limited liability limited partnership

By: MHNW I8 Vancouver Family Housing GP LLC,
a Washington limited liability company
Its: General Partner

By: Mercy Housing Northwest,
a Washington nonprofit corporation
Its: Manager

By: _____
Joseph Thompson, President

Low Income Housing Impact Fee Waiver Covenant (Continued)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Joseph Thompson is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Mercy Housing Northwest, a Washington nonprofit corporation, the Manager of MHNW 18 Vancouver Family Housing GP LLC, a Washington limited liability company, the General Partner of MHNW 18 Vancouver Family Housing LLLP, a Washington limited liability limited partnership, to be the free and voluntary act of such corporation, on behalf of such company, on behalf of such limited partnership, for the uses and purposes mentioned in the instrument.

DATED: _____.

Print Name:_____
Residing at:_____
My appointment expires:_____

EXHIBIT A:
SITE LEGAL DESCRIPTION

Tax ID #: 37916235; 37916237; 37916239; 37916241; 37916243; 37916245; 37916247; 37916249;
37916251; 37916281; 37916283 (pending lot consolidation)

Description:

BEGINNING at the Northwest Corner of said Lot 1 of said Block 2, being at the intersection of the Southerly margin of NE 5th Street with the Easterly margin of NE 93RD Avenue;
thence SOUTH along said Easterly margin a distance of 438.50 feet to the Northwest corner of Lot 7 of said Block 2;
thence EAST along said North line of Lot 7 a distance of 105.00 feet to the Northeast corner of said Lot 7, being on the Westerly line of Lot 17 of said Block 2;
thence NORTH along said Westerly line of Lot 17, and Lots 18, 19 & 20 of said Block 2, a distance of 284.00 feet to the Northwest corner of said Lot 20;
thence EAST along the Northerly line of said Lot 20 a distance of 105.00 feet to the Northeast corner of said Lot 20 and the Westerly margin of NE 94th Avenue;
thence NORTH along said Westerly margin and the easterly line of said Block 2, a distance of 154.50 feet to the Northeast corner of said Block 2, and the Southerly margin of NE 5th Street;
thence WEST along said Southerly margin a distance of 210.00 to the **POINT OF BEGINNING**.

Subject to reservation, restrictions, and easements of record.

Containing 62,280 Square Feet, more or less

AND ALSO:

BEGINNING at the Northeast Corner of Lot 1 of said Block 1 and the Northwest corner of said Lot 20, being on the Southerly margin of NE 5th Street;
thence EAST along the Northerly line of said lot 20, and said Southerly margin, a distance of 105.00 to the Northeast corner of said Lot 20, being the intersection of said Southerly margin of NE 5th Street with the Westerly margin of NE 93RD Avenue;
thence SOUTH along said Westerly margin and the Easterly line of said Block 1, a distance of 228.50 feet to the Northeast corner of Lot 17 of said Block 1;
thence WEST along the Northerly line of Lot 17 a distance of 105.00 to the Northwest corner of said Lot 17, being on the Easterly line of Lot 4 of said Block 1;
thence NORTH along said Easterly line of Lot 4, also Lots 3, 2 & 1 of said Block 1, a distance of 228.50 feet to the Northeast corner of said Lot 1 and the **POINT OF BEGINNING**.

Subject to reservation, restrictions, and easements of record.

Containing 23,874 Square Feet, more or less

MEMORANDUM

DATE: May 19, 2021

TO: Eric Holmes- City Manager

FROM: Peggy Sheehan-Programs Manager

CC: Chad Eiken, Director, Community & Economic Development

RE: **Impact Fee Waiver Requests – Community Roots Collaborative and Mercy Peacehealth Family Housing**

In 2004 Council adopted Ordinance M-3643 allowing collection of impact fees to ensure that adequate facilities for schools, parks, and roads are available to serve new developments. Project developers are required to pay a proportionate share of the cost of infrastructure facilities needed to serve new development and maintain prescribed levels of service.

In 2016 Council approved Ordinance M-4154 extending partial and full waiver of impact fees for low income affordable housing projects. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development. The 2020 HUD median income for a family of four in this region is \$92,100. At 80% of the area median the income for a family of four is \$73,700. The 30% monthly housing expense would be \$1,843.

1-Person Household		2-Person Household		4-Person Household	
80% AMI	Maximum affordable monthly rent	80% AMI	Maximum affordable monthly rent	80% AMI	Maximum affordable monthly rent
\$51,600	\$1,290	\$59,000	\$1,475	\$70,300	\$1,843

For residential developments of four or more units City Council may, by Resolution, fully waive the park and transportation impact fees at 100% or partially waive them up to 80% the impact fees. If Council only partial exempts the development up to 80% of the impact fee there is no requirement to pay the exempted portion of the fee from public funds. If Council waives 100% of the development from impact

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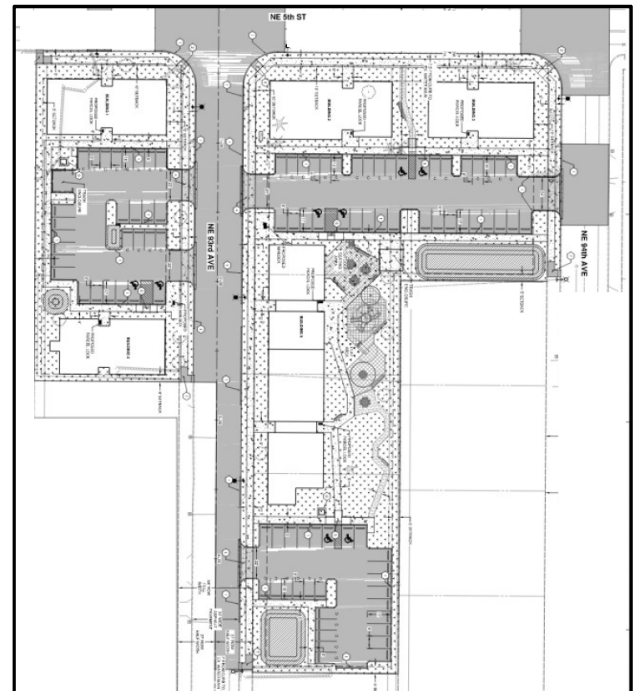
Two projects eligible for partial exemption of full waiver of development impact fees are nearing permit approval. The amount of impacts fees for each project depends on the location of the projects in individual fee districts, the number of units proposed, and vehicle trips generated. Waiver of the school impact fees shall be at the discretion of the affected school district.

Mercy Peacehealth Family Housing

Fee waiver Calculation:

Fee District	Total Impact Fee	Requested 80% reduction	Applicant 20% Remainder
Park District B- \$2,060 per unit	\$142,140.00	\$113,712.00	\$28,428.00
Transportation- Columbia Subarea	\$76,903.75	\$61,523.00	\$15,380.75
Totals	\$219,043.75	\$175,235.00	\$43,808.75

The map shows the NE Mill Plain area in Portland, Oregon. Major streets include NE 11th Ave, NE 10th Ave, NE 9th Ave, NE 8th Ave, NE 7th St, NE 6th St, NE 5th St, NE 4th St, NE 3rd Ave, NE 2nd Ave, NE 1st Ave, NE Mill Plain Blvd, SE 11th Ave, SE 10th Ave, SE 9th Ave, SE 8th Ave, SE 7th Ave, SE 6th Ave, SE 5th Ave, SE 4th Ave, SE 3rd Ave, SE 2nd Ave, SE 1st Ave, SE Mill Plain Blvd, and SE 10th Ave. The location of Project Sola is marked with a red rectangle and labeled 'Project Sola'.



Affordable Housing Impact Fee Waiver

May 19, 2021

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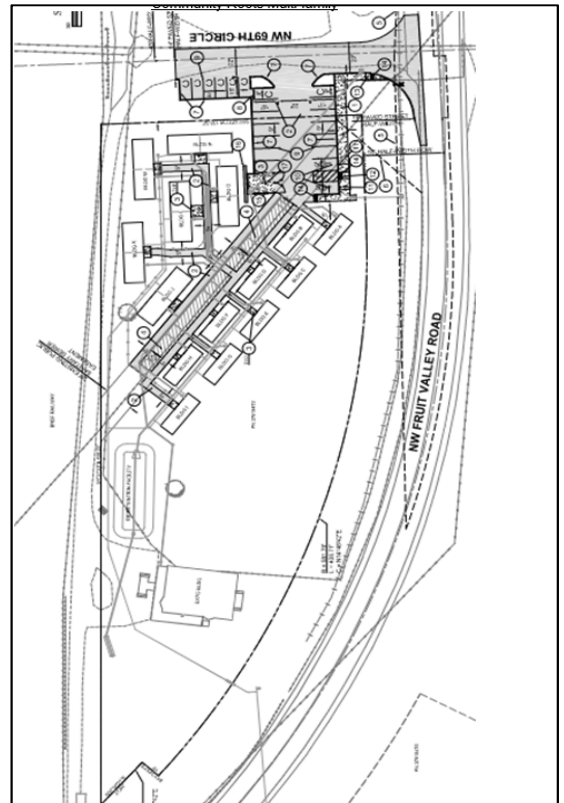
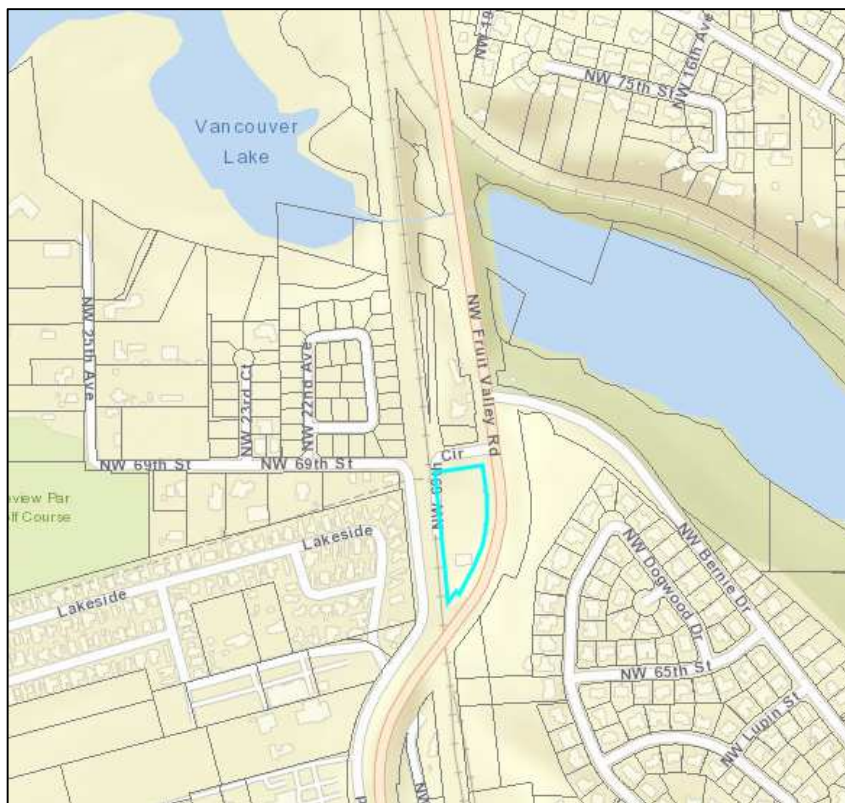
Community Roots Collaborative

The Community Roots project is 21 individual housing units for low-income persons exiting homelessness typically below 30% of the area median income. The project is located at 1901 NE 69th Circle.

Fee waiver Calculation:

Fee District	Total Impact Fee	Requested 80% reduction	Applicant 20% Remainder
Park District- A	\$34,419.00	\$27,535.20	\$6,883.80
Transportation District-Columbia	\$3,366.00	\$2,692.80	\$673.20
Totals	\$37,785	\$30,228	\$7,557

*The Vancouver School District declined to waive the School impact fees for this project.



Action requested /next steps:

Request on June 7, 2021 that City Council approve by resolution an 80% reduction of City of transportation and park impact fees for both the Mercy Peacehealth Family Housing and Community Roots Collaborative income restricted housing projects.



To request other formats, please contact:
Department
(360) 487-8605 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 14,574,560.06 this 7th day of June 2021.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
May 18, 2021 - May 31, 2021	Accounts Payable Checks (see attached)	\$ 11,339,726.30
May 18, 2021 - May 31, 2021	Hansen City Payments (see attached)	\$ 28,260.58
May 18, 2021 - May 31, 2021	Visa Refunds (see attached)	\$ 2,041.72
May 18, 2021 - May 31, 2021	Payroll Checks (see attached)	\$ 3,204,531.46
TOTAL		\$ 14,574,560.06

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if Applicable</u>
Supplier Payment	Manual Wire	No Reference	5/17/2021	147,175.30	Supplier Payment: Blue Cross Blue Shield of Oregon: 05/17/2021	
Supplier Payment	Manual Wire	No Reference	5/17/2021	15,619.20	Supplier Payment: Washington Dental Service: 05/17/2021	
Supplier Payment	Manual Wire	No Reference	5/18/2021	1,234,977.60	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	5/19/2021	28,067.21	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	5/20/2021	180.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle	
Supplier Payment	Manual Wire	No Reference	5/24/2021	173,720.04	Blue Cross Blue Shield of Oregon	
Procurement Card Payment	Manual Wire	No Reference	5/24/2021	553,346.46	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	5/24/2021	342,675.54	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire	No Reference	5/24/2021	20,737.73	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	5/25/2021	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	5/25/2021	7,739.23	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	5/25/2021	193,792.58	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	5/25/2021	24,221.94	ING	
Supplier Payment	Manual Wire	No Reference	5/25/2021	560.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	5/25/2021	54,004.62	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	5/25/2021	987.01	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	5/25/2021	24,194.81	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	5/25/2021	6,670.91	Washington SDU	
Supplier Payment	Manual Wire	No Reference	5/25/2021	19,525.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	5/25/2021	18,858.13	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	5/26/2021	921,941.92	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	5/26/2021	103.38	State of Arizona	
Supplier Payment	Manual Wire	No Reference	5/26/2021	5,370.00	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	5/27/2021	28,639.25	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	5/27/2021	24,791.35	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	5/27/2021	813.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle	
Supplier Payment	Manual Wire	No Reference	5/27/2021	794,365.07	State of Washington Department of Retirement System (PERS)	

INVOICE PAYMENTS REPORT

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Supplier Payment	Manual Wire	No Reference	5/27/2021	304,084.00	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	5/28/2021	168,146.31	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	5/28/2021	78,810.32	Symetra Life Insurance Company	
Supplier Payment	Manual Wire	No Reference	5/28/2021	20,370.73	Washington Dental Service	
Expense Payment	Direct Deposit	EFT-00101214	5/20/2021	53.25	Travis Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101215	5/20/2021	181.31	James Rayner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101216	5/20/2021	53.25	Clayton Agbisit	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101217	5/20/2021	53.25	Nick Copley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101218	5/20/2021	274.50	Jamie Haske	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101219	5/20/2021	53.25	Shawn Mckenzie	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101220	5/20/2021	53.25	Cody Esau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101221	5/20/2021	53.25	Keith Kircher	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101222	5/20/2021	53.25	Brendan McMillan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101223	5/20/2021	53.25	Keli'i Balada	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101224	5/20/2021	53.25	Jason Haigwood	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101225	5/20/2021	53.25	James Kelly	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101226	5/20/2021	100.00	Justin Kelsom	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101227	5/20/2021	54.24	Judith Bailey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101228	5/20/2021	53.25	Tanya Wollstein	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101229	5/20/2021	53.25	Rey Reynolds	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00101230	5/20/2021	79.00	Dallas Eldred	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00103112	5/27/2021	115.02	Daniel Avery	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00103113	5/27/2021	53.25	Max Musich	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00103114	5/27/2021	259.85	Chayse Moseley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00103115	5/27/2021	259.85	Philip Wilkening	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00103116	5/27/2021	259.85	Boris Kioroglo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00103117	5/27/2021	86.50	John Sexson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00103118	5/27/2021	259.85	Johnathan Ward	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00103119	5/27/2021	231.00	Jason Beach	Employee Reimbursement
Supplier Payment	EFT	EFT-00101231	5/20/2021	1,227,836.60	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00101232	5/20/2021	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00101233	5/20/2021	6,968.35	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00101234	5/20/2021	1,064.00	Metereaders LLC	
Supplier Payment	EFT	EFT-00101235	5/20/2021	3,864.76	Lifeline Connections	
Supplier Payment	EFT	EFT-00101236	5/20/2021	12,663.22	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00101237	5/20/2021	1,098.00	Accenture LLP	
Supplier Payment	EFT	EFT-00101238	5/20/2021	39,336.18	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00101239	5/20/2021	5,976.75	Otak Inc	
Supplier Payment	EFT	EFT-00101240	5/20/2021	95,262.80	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00101241	5/20/2021	514,363.48	Tapani Inc	
Supplier Payment	EFT	EFT-00101242	5/20/2021	2,833.49	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00101243	5/20/2021	83,700.00	Community Roots Collaborative	

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Supplier Payment	EFT	EFT-00101244	5/20/2021	5,297.97	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00101245	5/20/2021	960.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00101246	5/20/2021	6,237.67	Cobblestone Homes LLC	
Supplier Payment	EFT	EFT-00101247	5/20/2021	24,645.44	Share Inc	
Supplier Payment	EFT	EFT-00101248	5/20/2021	254,474.67	Operations Management International Inc	
Supplier Payment	EFT	EFT-00101249	5/20/2021	2,104.00	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00101250	5/20/2021	5,488.58	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00101251	5/20/2021	1,000.37	North Side Electric Inc	
Supplier Payment	EFT	EFT-00101252	5/20/2021	230.00	Community Housing Resource Center	
Supplier Payment	EFT	EFT-00102961	5/25/2021	928.34	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00102962	5/25/2021	14,084.43	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00102963	5/25/2021	68.12	Legal Shield	
Supplier Payment	EFT	EFT-00103120	5/27/2021	3,627.15	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00103121	5/27/2021	528,319.98	Rotschy Inc	
Supplier Payment	EFT	EFT-00103122	5/27/2021	254.34	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00103123	5/27/2021	1,424.00	Rapid Response Bio Clean	
Supplier Payment	EFT	EFT-00103124	5/27/2021	9,632.16	Otak Inc	
Supplier Payment	EFT	EFT-00103125	5/27/2021	69,736.38	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00103126	5/27/2021	4,657.53	City Electric Co of WA	
Supplier Payment	EFT	EFT-00103127	5/27/2021	1,044.00	Accenture LLP	
Supplier Payment	EFT	EFT-00103128	5/27/2021	1,375.00	JCI Jones Chemicals Inc	
Supplier Payment	EFT	EFT-00103129	5/27/2021	3,462.26	C & R Tractor & Landscape Supply	
Supplier Payment	EFT	EFT-00103130	5/27/2021	156,471.84	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00103131	5/27/2021	511.99	McKesson Medical Surgical Inc	
Supplier Payment	EFT	EFT-00103132	5/27/2021	1,230.39	Fire Systems West	
Supplier Payment	EFT	EFT-00103133	5/27/2021	26,692.00	Lee Contractors LLC	
Supplier Payment	Check	22352	5/19/2021	102,856.22	State of Washington Department of Labor and Industries	
Expense Payment	Check	22353	5/19/2021	53.25	Jamie Miller	Employee Reimbursement
Ad Hoc Payment	Check	22354	5/19/2021	270.37	Brentt A Hall Roberts & Susan M Capps Roberts	Utility Refunds: 0500001775-02
Ad Hoc Payment	Check	22355	5/19/2021	407.00	Christopher Slovick	CMI-299490
Ad Hoc Payment	Check	22356	5/19/2021	100.00	Columbia River Mental Health Services	Refund Alarm Billing Acct 17420 Inv 99435705
Ad Hoc Payment	Check	22357	5/19/2021	53.77	Cook,Christopher	Utility Refunds: 0114008986-13
Ad Hoc Payment	Check	22358	5/19/2021	1,087.20	Courtney Lee	LUP-81094
Ad Hoc Payment	Check	22359	5/19/2021	63.00	DANIELLE CHACON	VOUCHER 2008268.030
Ad Hoc Payment	Check	22360	5/19/2021	66.50	ELSTON,DAWN AND CHRIS	Utility Refunds: 0046050008-02
Ad Hoc Payment	Check	22361	5/19/2021	22.80	Fairman,Jonathan and Leslie	Utility Refunds: 0500002944-02
Ad Hoc Payment	Check	22362	5/19/2021	540.00	Fortune Brothers Enterprises Inc	Refund Covid 19 Surcharge

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Ad Hoc Payment	Check	22363	5/19/2021	192.71	Franklin-Lyons,Russell L	Utility Refunds: 0081021500-14
Ad Hoc Payment	Check	22364	5/19/2021	49.26	Gann,Debra Lynn	Utility Refunds: 0074020600-06
Ad Hoc Payment	Check	22365	5/19/2021	60.51	Heil Electric Co.	MPE-298922
Ad Hoc Payment	Check	22366	5/19/2021	1,000.00	James Carl Bethune	Refund CivicGov Dup pymt acct 463145 inv 77009502
Ad Hoc Payment	Check	22367	5/19/2021	17.02	Jeanne Hiatt Trustee	Utility Refunds: 0000006250-03
Ad Hoc Payment	Check	22368	5/19/2021	1,037.67	KTK KANSO LLC 2	Utility Refunds: 0018082000-02
Ad Hoc Payment	Check	22369	5/19/2021	1,534.92	Landes-McCullough,Donald and Richard	Utility Refunds: 0079012700-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	22370	5/19/2021	56.91	Learned,Joseph C	Utility Refunds: 0024007000-19
Ad Hoc Payment	Check	22371	5/19/2021	70.38	McCarty,Kathleen A	Utility Refunds: 0108008255-04
Ad Hoc Payment	Check	22372	5/19/2021	149.00	Michael Bach	PIR-81330
Ad Hoc Payment	Check	22373	5/19/2021	248.37	MICHAEL BEATY, PREMIER PROPERTY MANAGEMENT	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	22374	5/19/2021	1,820.00	Mikhail Manzhura	LUF-80539
Ad Hoc Payment	Check	22375	5/19/2021	30.00	Mountain View Electric INC	MPE-296384 - Replaces lost Check 20867
Ad Hoc Payment	Check	22376	5/19/2021	3,085.24	Nash-Holland Vancouver Center Investors LLC	Utility Refunds: 0500004044-01
Ad Hoc Payment	Check	22377	5/19/2021	19.57	O'Neill,Ashley P	Utility Refunds: 0020052000-01
Ad Hoc Payment	Check	22378	5/19/2021	177.65	Omilianowicz,Lukasz and Jessica	Utility Refunds: 0128242660-03
Ad Hoc Payment	Check	22379	5/19/2021	30.00	PCS	Refund Alarm Billing Walmart acct 21899 Inv 99405058
Ad Hoc Payment	Check	22380	5/19/2021	235.80	PLS Engineering	ENG-79698
Ad Hoc Payment	Check	22381	5/19/2021	95.16	Rachel Singer	CMI-299324
Ad Hoc Payment	Check	22382	5/19/2021	407.00	Rudnick Electric Signs, LLC	CMI-298774
Ad Hoc Payment	Check	22383	5/19/2021	116.06	RYAN,JOYCE	Utility Refunds: 0099049941-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	22384	5/19/2021	76.51	Ryan,Joyce L	Utility Refunds: 0099049941-03
Ad Hoc Payment	Check	22385	5/19/2021	402.68	Sauna REFINO SERVICES LLC	CMI-298185
Ad Hoc Payment	Check	22386	5/19/2021	454.76	Sauna REFINO SERVICES LLC	CMI-298184
Ad Hoc Payment	Check	22387	5/19/2021	31.00	S LEVN	VOUCHER 2008265.030
Ad Hoc Payment	Check	22388	5/19/2021	74.79	Smith,Jeffrey R	Utility Refunds: 0117050050-06
Ad Hoc Payment	Check	22389	5/19/2021	50.00	Stephens Place	Refund Alarm Billing Acct 17868 Inv 99430092
Ad Hoc Payment	Check	22390	5/19/2021	38.61	STEVEN VU	VOUCHER 2008267.030

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if Applicable</u>
Ad Hoc Payment	Check	22391	5/19/2021	52.53	The Estate of George Gullickson	Utility Refunds: 0047084158-09
Ad Hoc Payment	Check	22392	5/19/2021	22.68	TRACI GRIEVE	VOUCHER 2008266.030
Ad Hoc Payment	Check	22393	5/19/2021	1,044.00	Vancouver Housing Authority	PIR-81352
Ad Hoc Payment	Check	22394	5/19/2021	20.00	Walgreens # 01093	Refund Alarm Billing Dup pymt acct 99079 inv 99434900
Supplier Payment	Check	22395	5/19/2021	1,235.60	Abatement Services Inc.	
Supplier Payment	Check	22396	5/19/2021	4,468.52	Action Technology Systems	
Supplier Payment	Check	22397	5/19/2021	25.35	Aero Maintenance Inc	
Supplier Payment	Check	22398	5/19/2021	524.80	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	22399	5/19/2021	3,906.00	Allcon LLC	
Supplier Payment	Check	22400	5/19/2021	11,519.01	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	22401	5/19/2021	63,576.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	22402	5/19/2021	60.90	American Sani-Can	
Supplier Payment	Check	22403	5/19/2021	1,143.63	Anderson Glass Co	
Supplier Payment	Check	22404	5/19/2021	148.96	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	22405	5/19/2021	2,448.00	Arborscape Ltd Inc	
Supplier Payment	Check	22406	5/19/2021	2,827.50	Barran Liebman LLP	
Supplier Payment	Check	22407	5/19/2021	13,351.08	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	22408	5/19/2021	400.14	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	22409	5/19/2021	162.75	Cessco Inc	
Supplier Payment	Check	22410	5/19/2021	12,541.93	CFM Strategic Communications Inc	
Supplier Payment	Check	22411	5/19/2021	1,057.60	Chicago Title Company of WA	
Supplier Payment	Check	22412	5/19/2021	3,400.00	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	22413	5/19/2021	15,612.50	Clark County Fire District 5	
Supplier Payment	Check	22414	5/19/2021	821.25	Clark Public Utility District No. 1	
Supplier Payment	Check	22415	5/19/2021	870.63	Clark Public Utility District No. 1	
Supplier Payment	Check	22416	5/19/2021	335.02	Clark Public Utility District No. 1	
Supplier Payment	Check	22417	5/19/2021	1,564.75	Clark Public Utility District No. 1	
Supplier Payment	Check	22418	5/19/2021	13.39	Clark Public Utility District No. 1	
Supplier Payment	Check	22419	5/19/2021	493.37	Clark Public Utility District No. 1	
Supplier Payment	Check	22420	5/19/2021	4.62	Clark Public Utility District No. 1	
Supplier Payment	Check	22421	5/19/2021	228.40	Clark Public Utility District No. 1	
Supplier Payment	Check	22422	5/19/2021	48,300.87	Columbia Ford Inc	

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if Applicable</u>
Supplier Payment	Check	22423	5/19/2021	239,254.47	Columbia Non-Profit Housing	
Supplier Payment	Check	22424	5/19/2021	16,694.99	Columbia Resource Company	
Supplier Payment	Check	22425	5/19/2021	188.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	22426	5/19/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	22427	5/19/2021	108.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	22428	5/19/2021	3,417.75	Copiers Northwest	
Supplier Payment	Check	22429	5/19/2021	333.25	Courier Northwest	
Supplier Payment	Check	22430	5/19/2021	2,328.02	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	22431	5/19/2021	120.22	Day Management Corp	
Supplier Payment	Check	22432	5/19/2021	6,910.43	DKS Associates Inc	
Supplier Payment	Check	22433	5/19/2021	275.00	ERF Company Inc	
Supplier Payment	Check	22434	5/19/2021	1,322.71	Eric Atwell	
Supplier Payment	Check	22435	5/19/2021	712.50	Eric Thomas Lanciault	
Supplier Payment	Check	22436	5/19/2021	25,845.80	Exeltech Consulting	
Supplier Payment	Check	22437	5/19/2021	13,205.44	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	22438	5/19/2021	187.50	Flowing Solutions LLC	
Supplier Payment	Check	22439	5/19/2021	1,220.63	Friends of Trees	
Supplier Payment	Check	22440	5/19/2021	630.44	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	22441	5/19/2021	9,567.83	HDR Engineering Inc	
Supplier Payment	Check	22442	5/19/2021	868.64	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	22443	5/19/2021	97,345.58	Jeffrey Barrar PS	
Supplier Payment	Check	22444	5/19/2021	2,401.24	Kittelson & Associates Inc	
Supplier Payment	Check	22445	5/19/2021	115.04	Law, Lyman, Daniel, Kamerrer & Bogdanovich	
Supplier Payment	Check	22446	5/19/2021	23,583.00	Lexipol LLC	
Supplier Payment	Check	22447	5/19/2021	4,882.54	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	22448	5/19/2021	1,932.82	Mallory Safety & Supply LLC	
Supplier Payment	Check	22449	5/19/2021	7,765.35	Mather and Sons Pump Service Inc	
Supplier Payment	Check	22450	5/19/2021	2,850.98	McFarlanes Bark Inc	
Supplier Payment	Check	22451	5/19/2021	1,590.00	Michael Vernon Tom	
Supplier Payment	Check	22452	5/19/2021	101,984.23	Mill Plain Electric	
Supplier Payment	Check	22453	5/19/2021	191.00	Murray Smith Inc	

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Supplier Payment	Check	22454	5/19/2021	21,568.19	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	22455	5/19/2021	5,395.58	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	22456	5/19/2021	35,745.23	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	22457	5/19/2021	3,884.57	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	22458	5/19/2021	15,906.19	PBS Engineering and Environmental Inc	
Supplier Payment	Check	22459	5/19/2021	1,894.67	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	22460	5/19/2021	1,864.15	Porter W Yett Company	
Supplier Payment	Check	22461	5/19/2021	5,133.24	PPC Solutions Inc	
Supplier Payment	Check	22462	5/19/2021	4,804.79	Prestige Truck Accessories	
Supplier Payment	Check	22463	5/19/2021	220.00	Public Safety Testing Inc	
Supplier Payment	Check	22464	5/19/2021	8,274.39	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	22465	5/19/2021	25,500.00	Ralph Andersen and Associates	
Supplier Payment	Check	22466	5/19/2021	292.50	Reinisch Wilson Weier P.C.	
Supplier Payment	Check	22467	5/19/2021	208.86	Rentokil North America Inc	
Supplier Payment	Check	22468	5/19/2021	160.75	Richard L Hepper	
Supplier Payment	Check	22469	5/19/2021	2,676.52	Roth Staffing Companies LP - Remit-To: Ultimate Staffing Services	
Supplier Payment	Check	22470	5/19/2021	5,937.50	Sakouya Jackson	
Supplier Payment	Check	22471	5/19/2021	84,065.44	Salt Distributors Inc	
Supplier Payment	Check	22472	5/19/2021	7,249.97	SDB Contracting Services	
Supplier Payment	Check	22473	5/19/2021	247.51	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	22474	5/19/2021	8,105.58	SP Plus Corporation	
Supplier Payment	Check	22475	5/19/2021	128.39	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	22476	5/19/2021	225.58	State of Washington Department of Transportation	
Supplier Payment	Check	22477	5/19/2021	10.36	Stericycle Inc	
Supplier Payment	Check	22478	5/19/2021	1,750.00	StreamlineAM LLC	
Supplier Payment	Check	22479	5/19/2021	32,563.59	The Salvation Army	
Supplier Payment	Check	22480	5/19/2021	975.00	Triangle Resources Inc	
Supplier Payment	Check	22481	5/19/2021	744.64	Triple J Enterprises	
Supplier Payment	Check	22482	5/19/2021	37,570.61	TV Etc ESD 112	
Supplier Payment	Check	22483	5/19/2021	909.34	Tyree Oil Inc	
Supplier Payment	Check	22484	5/19/2021	3,960.00	Una J Walker	

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Supplier Payment	Check	22485	5/19/2021	15.45	United Parcel Service	
Supplier Payment	Check	22486	5/19/2021	78.71	US Bank National Association - Remit-To: Voyager Fleet Systems Inc	
Supplier Payment	Check	22487	5/19/2021	88.00	Vancouver Aire LLC	
Supplier Payment	Check	22488	5/19/2021	81.38	Vancouver Granite Works Inc	
Supplier Payment	Check	22489	5/19/2021	4,400.14	Walter E Nelson Company	
Supplier Payment	Check	22490	5/19/2021	3,819.26	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	22491	5/19/2021	1,327.59	Waste Management - Remit-To: Waste Management Los Angeles	
Supplier Payment	Check	22492	5/19/2021	1,853.49	Western Systems Inc	
Supplier Payment	Check	22493	5/19/2021	1,919.52	Who's Catering Inc	
Supplier Payment	Check	22494	5/19/2021	5,163.00	Xchange Recovery	
Supplier Payment	Check	22495	5/19/2021	73.58	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	22496	5/19/2021	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	22497	5/19/2021	40.73	Ziply Fiber	
Supplier Payment	Check	22498	5/19/2021	303,737.43	Clark Public Utility District No. 1	
Supplier Payment	Check	22499	5/19/2021	96,648.86	State of Washington Department of Labor and Industries	
Supplier Payment	Check	22500	5/19/2021	10,000.00	United States Postal Service - Remit-To: United States Postal Service Carol Stream IL	
Supplier Payment	Check	22501	5/19/2021	1,534.50	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	22502	5/25/2021	8,434.18	Aflac	
Supplier Payment	Check	22503	5/25/2021	5,063.35	AFSCME Local #307	
Supplier Payment	Check	22504	5/25/2021	22,825.17	IAFF Local #452	
Supplier Payment	Check	22505	5/25/2021	712.50	IAM Local #1374	
Supplier Payment	Check	22506	5/25/2021	8,912.72	Life Insurance Company of North America	
Supplier Payment	Check	22507	5/25/2021	575.00	MFS Service Center Inc	
Supplier Payment	Check	22508	5/25/2021	75.00	OPEIU Local #11	
Supplier Payment	Check	22509	5/25/2021	4,016.48	OPEIU Local #11	
Supplier Payment	Check	22510	5/25/2021	549.96	Teamsters Local #58	
Supplier Payment	Check	22511	5/25/2021	297.50	UA Local #290	
Supplier Payment	Check	22512	5/25/2021	10,631.10	Vancouver Police Officer Guild	
Supplier Payment	Check	22513	5/25/2021	2,715.00	Western Conference of Teamsters	
Supplier Payment	Check	22514	5/25/2021	1,040.00	Western Metal Industry Pension Plan	
Supplier Payment	Check	22515	5/26/2021	3,256.18	Abatement Services Inc.	
Supplier Payment	Check	22516	5/26/2021	6,076.00	Able Fence Company Inc	

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Supplier Payment	Check	22517	5/26/2021	117.72	Advance Stores Company Incorporated	
Supplier Payment	Check	22518	5/26/2021	47.00	Airgas, Inc	
Supplier Payment	Check	22519	5/26/2021	5,533.50	AK Timber Services	
Supplier Payment	Check	22520	5/26/2021	19,458.00	Allcon LLC	
Supplier Payment	Check	22521	5/26/2021	29,232.73	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	22522	5/26/2021	630.00	Allegis Group Holdings Inc	
Supplier Payment	Check	22523	5/26/2021	69,450.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	22524	5/26/2021	2,000.00	American Planning Association Oregon Chapter	
Supplier Payment	Check	22525	5/26/2021	180.90	American Sani-Can	
Supplier Payment	Check	22526	5/26/2021	140.18	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	22527	5/26/2021	295.12	Arborscape Ltd Inc	
Supplier Payment	Check	22528	5/26/2021	355.00	Asian Reporter Publications Inc	
Supplier Payment	Check	22529	5/26/2021	20,195.49	Bacon Collision	
Supplier Payment	Check	22530	5/26/2021	125.67	Bound Tree Medical LLC	
Supplier Payment	Check	22531	5/26/2021	51,042.09	Brightview Holdings Inc	
Supplier Payment	Check	22532	5/26/2021	1,320.00	Bullard Law P. L.	
Supplier Payment	Check	22533	5/26/2021	607.54	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	22534	5/26/2021	1,875.00	CFM Strategic Communications Inc	
Supplier Payment	Check	22535	5/26/2021	33,942.43	CH2M Hill Engineers Inc	
Supplier Payment	Check	22536	5/26/2021	53.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	22537	5/26/2021	6,455.91	Clark County	
Supplier Payment	Check	22538	5/26/2021	496.63	Clark Public Utility District No. 1	
Supplier Payment	Check	22539	5/26/2021	446.94	Clark Public Utility District No. 1	
Supplier Payment	Check	22540	5/26/2021	684.52	Clark Public Utility District No. 1	
Supplier Payment	Check	22541	5/26/2021	546.46	Clark Public Utility District No. 1	
Supplier Payment	Check	22542	5/26/2021	4,144.90	Columbia Resource Company	
Supplier Payment	Check	22543	5/26/2021	5,006.25	Columbia West Engineering	
Supplier Payment	Check	22544	5/26/2021	151.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	22545	5/26/2021	151.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	22546	5/26/2021	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	

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Supplier Payment	Check	22547	5/26/2021	101.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	22548	5/26/2021	9,532.86	Copiers Northwest	
Supplier Payment	Check	22549	5/26/2021	11,705.00	David Corey PHD PC	
Supplier Payment	Check	22550	5/26/2021	37,590.00	Davis Wright Tremaine LLP	
Supplier Payment	Check	22551	5/26/2021	4,507.13	Distinctive Landscape LLC	
Supplier Payment	Check	22552	5/26/2021	244.93	DKS Associates Inc	
Supplier Payment	Check	22553	5/26/2021	20,185.27	Envirolssues Inc	
Supplier Payment	Check	22554	5/26/2021	6,461.25	Erickson Structural Consulting Engineers	
Supplier Payment	Check	22555	5/26/2021	3,331.70	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	22556	5/26/2021	875.00	Flowing Solutions LLC	
Supplier Payment	Check	22557	5/26/2021	3,565.13	Gallagher Bassett Services Inc	
Supplier Payment	Check	22558	5/26/2021	8,971.66	General Networks Corp	
Supplier Payment	Check	22559	5/26/2021	1,368.33	Genuine Parts Company	
Supplier Payment	Check	22560	5/26/2021	45.00	Gina L Armstrong	
Supplier Payment	Check	22561	5/26/2021	2,380.00	Gordon Tilden Thomas & Cordell LLP	
Supplier Payment	Check	22562	5/26/2021	8,705.00	H&H Wood Recyclers	
Supplier Payment	Check	22563	5/26/2021	125,932.31	Halbert Construction Services LLC	
Supplier Payment	Check	22564	5/26/2021	731.74	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	22565	5/26/2021	16,909.59	Herrera Environmental Consultants Inc	
Supplier Payment	Check	22566	5/26/2021	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	22567	5/26/2021	986.44	Innovyze Inc	
Supplier Payment	Check	22568	5/26/2021	517.01	J-2 Blueprint Supply Co.	
Supplier Payment	Check	22569	5/26/2021	308,086.31	Jacobs Engineering Group Inc	
Supplier Payment	Check	22570	5/26/2021	35,650.00	Jensen Hughes Inc	
Supplier Payment	Check	22571	5/26/2021	97.50	Judy Adams	
Supplier Payment	Check	22572	5/26/2021	152.00	Kaiser Permanente	
Supplier Payment	Check	22573	5/26/2021	6,155.00	Kearns & West Inc	
Supplier Payment	Check	22574	5/26/2021	3,385.50	Keating Bucklin & McCormack Inc PS	
Supplier Payment	Check	22575	5/26/2021	3,870.25	Keller Associates Inc	
Supplier Payment	Check	22576	5/26/2021	10,906.55	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	22577	5/26/2021	863.66	Key Code Media, Inc	
Supplier Payment	Check	22578	5/26/2021	442.00	Legacy Laboratory Services Inc	
Supplier Payment	Check	22579	5/26/2021	1,387.50	Maul Foster & Alongi Inc	

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Supplier Payment	Check	22580	5/26/2021	20,047.02	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	22581	5/26/2021	2,768.50	Murray Smith Inc	
Supplier Payment	Check	22582	5/26/2021	22,826.93	Northeast Electric LLC	
Supplier Payment	Check	22583	5/26/2021	238.15	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	22584	5/26/2021	4,937.00	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	22585	5/26/2021	3,576.96	PPC Solutions Inc	
Supplier Payment	Check	22586	5/26/2021	585.00	Reinisch Wilson Weier P.C.	
Supplier Payment	Check	22587	5/26/2021	158,360.09	SDB Contracting Services	
Supplier Payment	Check	22588	5/26/2021	6.30	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	22589	5/26/2021	63.79	Stericycle Inc	
Supplier Payment	Check	22590	5/26/2021	84.55	TLC Towing	
Supplier Payment	Check	22591	5/26/2021	434.00	Towing & Recovering Services Inc	
Supplier Payment	Check	22592	5/26/2021	14,597.59	Traffic Safety Supply Co Inc	
Supplier Payment	Check	22593	5/26/2021	28.96	United Parcel Service	
Supplier Payment	Check	22594	5/26/2021	81.38	Vancouver Granite Works Inc	
Supplier Payment	Check	22595	5/26/2021	2,723.86	Walter E Nelson Company	
Supplier Payment	Check	22596	5/26/2021	4,985.40	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	22597	5/26/2021	12,251.90	Williams Kastner & Gibbs PLLC - Remit-To: Williams Kastner - Seattle	
Supplier Payment	Check	22598	5/26/2021	28,318.71	Wilson Oil Inc	
Supplier Payment	Check	22599	5/26/2021	55,792.00	Angelo Property CO., LP	
Supplier Payment	Check	22600	5/26/2021	942.33	Broadway Investors LLC	
Supplier Payment	Check	22601	5/26/2021	9,863.45	Brown & Wilson Partnership LLC	
Supplier Payment	Check	22602	5/26/2021	8,696.13	Esther Short Commons LLP	
Supplier Payment	Check	22603	5/26/2021	500.00	Nagra & Atwal Corporation	
Supplier Payment	Check	22604	5/26/2021	4,417.72	National Park Service - Remit-To: National Park Service - Pearson Lease	
Ad Hoc Payment	Check	22605	5/26/2021	131.24	23rd Avenue Properties LLC	Utility Refunds: 0013030500-04
Ad Hoc Payment	Check	22606	5/26/2021	126.87	23rd Avenue Properties LLC	Utility Refunds: 0013030400-04
Ad Hoc Payment	Check	22607	5/26/2021	284.32	23rd Avenue Properties LLC	Utility Refunds: 0013030300-04
Ad Hoc Payment	Check	22608	5/26/2021	148.08	23rd Avenue Properties LLC	Utility Refunds: 0013030200-04
Ad Hoc Payment	Check	22609	5/26/2021	4,749.08	Adrian J Maitland	WTR-299361

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Ad Hoc Payment	Check	22610	5/26/2021	105.82	Alisa M Jenkins	Utility Refunds: 0019047800-09
Ad Hoc Payment	Check	22611	5/26/2021	107.24	Beth Turnbull and Hugo Rubio	Utility Refunds: 0030028400-07
Ad Hoc Payment	Check	22612	5/26/2021	52.57	Breaking Free Ministries	Utility Refunds: 0008034700-08
Ad Hoc Payment	Check	22613	5/26/2021	59.51	Bullseye Electric	MPE-300596
Ad Hoc Payment	Check	22614	5/26/2021	97.67	Carie L Hitchcock	Utility Refunds: 0017047500-12
Ad Hoc Payment	Check	22615	5/26/2021	129.77	Catalyst Investment Real Estate LLC	Utility Refunds: 0013030500-04
Ad Hoc Payment	Check	22616	5/26/2021	127.61	Catalyst Investment Real Estate LLC	Utility Refunds: 0013030400-04
Ad Hoc Payment	Check	22617	5/26/2021	305.44	Catalyst Investment Real Estate LLC	Utility Refunds: 0013030300-04
Ad Hoc Payment	Check	22618	5/26/2021	153.87	Catalyst Investment Real Estate LLC	Utility Refunds: 0013030200-04
Ad Hoc Payment	Check	22619	5/26/2021	25.00	Christopher Adams	Refund Citation 7202503557
Ad Hoc Payment	Check	22620	5/26/2021	88.00	Clark County	Refund CivicGov Inv 77022327
Ad Hoc Payment	Check	22621	5/26/2021	1,011.40	Colin Fenn	Utility Refunds: 0002000111-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	22622	5/26/2021	64.86	Danielle Witt	MPE-300654
Ad Hoc Payment	Check	22623	5/26/2021	172.42	Douglas Samson	Refund Street Parking Permit Rcpt 826482
Ad Hoc Payment	Check	22624	5/26/2021	172.42	Douglas Samson	Refund Street Parking Permit Rcpt # 826479
Ad Hoc Payment	Check	22625	5/26/2021	4,991.00	Earthworks Excavating	SCIP Pilcher 9919 NE 3rd St Inv WA78-21
Ad Hoc Payment	Check	22626	5/26/2021	5,203.20	Earthworks Excavating Services	Inv WA73-21
Ad Hoc Payment	Check	22627	5/26/2021	250.00	GD HARNEY RT LLC ETAL	Refund Alarm Billing Acct 22349 Inv 99426260
Ad Hoc Payment	Check	22628	5/26/2021	179.00	Geraldine Davis	Refund CivicGov Inv 77023135
Ad Hoc Payment	Check	22629	5/26/2021	2,891.84	Heather Carse	RES-296888
Ad Hoc Payment	Check	22630	5/26/2021	85.00	JAMES R DAVIS	VOUCHER 2008275.030
Ad Hoc Payment	Check	22631	5/26/2021	35.76	John and Carol Bruington	Utility Refunds: 0056048500-02
Ad Hoc Payment	Check	22632	5/26/2021	923.06	Kathleen R Ritter	Utility Refunds: 0124000106-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	22633	5/26/2021	244.65	Katie R Plemon	Refund Street parking permit rcpt 826483
Ad Hoc Payment	Check	22634	5/26/2021	141.40	Kerry and Sandra Cook	Utility Refunds: 0068000812-02
Ad Hoc Payment	Check	22635	5/26/2021	35.62	Kevin and Michelle Cary	Utility Refunds: 0000008186-02
Ad Hoc Payment	Check	22636	5/26/2021	450.00	Khalima Chakhalidze	Claim Payment - DOL: 03/16/21 - Risk
Ad Hoc Payment	Check	22637	5/26/2021	120.39	Kimberly Adams	MPE-298683
Ad Hoc Payment	Check	22638	5/26/2021	25.00	Lars Adam Jarvi	Refund Citation 7202904388

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if Applicable</u>
Ad Hoc Payment	Check	22639	5/26/2021	2,915.03	Laura Weygandt	Claim Payment - DOL: 21Oct - Risk
Ad Hoc Payment	Check	22640	5/26/2021	20.00	Loc Nguyen	Refund Citation 7202503403
Ad Hoc Payment	Check	22641	5/26/2021	1,153.71	Mary Alice Pfeifer	Utility Refunds: 0150004006-01
Ad Hoc Payment	Check	22642	5/26/2021	72.40	Mychal G and Natalie J Zito	Utility Refunds: 0107005214-09
Ad Hoc Payment	Check	22643	5/26/2021	6,006.44	Nates Plumbing Inc	SCIP Fryer 7011 NE 147th Ave Inv 33447
Ad Hoc Payment	Check	22644	5/26/2021	100.00	Old Evergreen Hwy Neighborhood Association	Resource Conservation Grant 2021
Ad Hoc Payment	Check	22645	5/26/2021	6,287.20	Pacific Siteworks	SCIP Ives & Rhodes 209 Se 107th Ave in 1404
Ad Hoc Payment	Check	22646	5/26/2021	40.00	PCS	Refund Alarm Billing Sit Curvev Nutr. Club Acct 22099 Inv 99424026
Ad Hoc Payment	Check	22647	5/26/2021	19.00	Pho Ton #4	Refund CivicGov pd inv 77017799 Twice / apply to inv 77031996 refund dif
Ad Hoc Payment	Check	22648	5/26/2021	7,701.82	Sark Point Inc	SCIP Watson 7307 NE 133rd Ave Inv 1131
Ad Hoc Payment	Check	22649	5/26/2021	109.86	Soil Solutions	RES-298167
Ad Hoc Payment	Check	22650	5/26/2021	107.96	Steve Hart	Utility Refunds: 0000008700-02
Ad Hoc Payment	Check	22651	5/26/2021	136.00	Steven and Susan Hart	Utility Refunds: 0000008700-02
Ad Hoc Payment	Check	22652	5/26/2021	108.10	Summerfield Homes LLC	Utility Refunds: 0114008848-15
Ad Hoc Payment	Check	22653	5/26/2021	1,288.12	Ten Talents Investments 14 LLC	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	22654	5/26/2021	59.51	Vasile Bucsa	MPE-299393
Ad Hoc Payment	Check	22655	5/26/2021	59.51	Vasile Bucsa	MPE-299391
			SUBTOTAL	11,339,726.30		
Hansen			5/24/2021	25,777.00	City Payments	Posted 05-18 thru 05-24-21
Hansen			5/31/2021	2,483.58	City Payments	Posted 05-25 thru 05-31-21
			SUBTOTAL	28,260.58		
Visa			5/24/2021	311.86	Miscellaneous	Parks Class Refunds - FCC 05-18 thru 05-24-21
Visa			5/24/2021	1084	Miscellaneous	Parks Class Refunds - MCC 05-18 thru 05-24-21
Visa			5/24/2021	0	Miscellaneous	Parks Class Refunds - Special Events 05-18 thru 05-24-21
Visa			5/24/2021	0	Miscellaneous	Parks Class Refunds - WREC 05-18 thru 05-24-21
Visa			5/31/2021	609.86	Miscellaneous	Parks Class Refunds - FCC 05-25 thru 05-31-21
Visa			5/31/2021	36	Miscellaneous	Parks Class Refunds - MCC 05-25 thru 05-31-21
Visa			5/31/2021	0	Miscellaneous	Parks Class Refunds - Special Events 05-25 thru 05-31-21
Visa			5/31/2021	0	Miscellaneous	Parks Class Refunds - WREC 05-25 thru 05-31-21
			SUBTOTAL	2041.72		
			TOTAL	11,370,028.60		

City of Vancouver
Payroll Council Report
May 18, 2021 - May 31, 2021

Check No.	Date	Explanation	Amount
3005-3025	05/25/21	10 2021 Payroll	\$ 12,915.89
3026-3030	05/28/21	5 Pension Payroll	\$ 5,414.59
101253-102960	05/25/21	10 2021 Direct Deposits	\$ 3,134,842.70
103062-103111	05/28/21	5 Pension Direct Deposits	\$ 51,358.28

\$ 3,204,531.46



City of Vancouver

Market Update and Refunding Opportunity

Justin Monwai

SENIOR VICE PRESIDENT

Tel: +1 206-628-2899

Email: justin.monwai@psc.com

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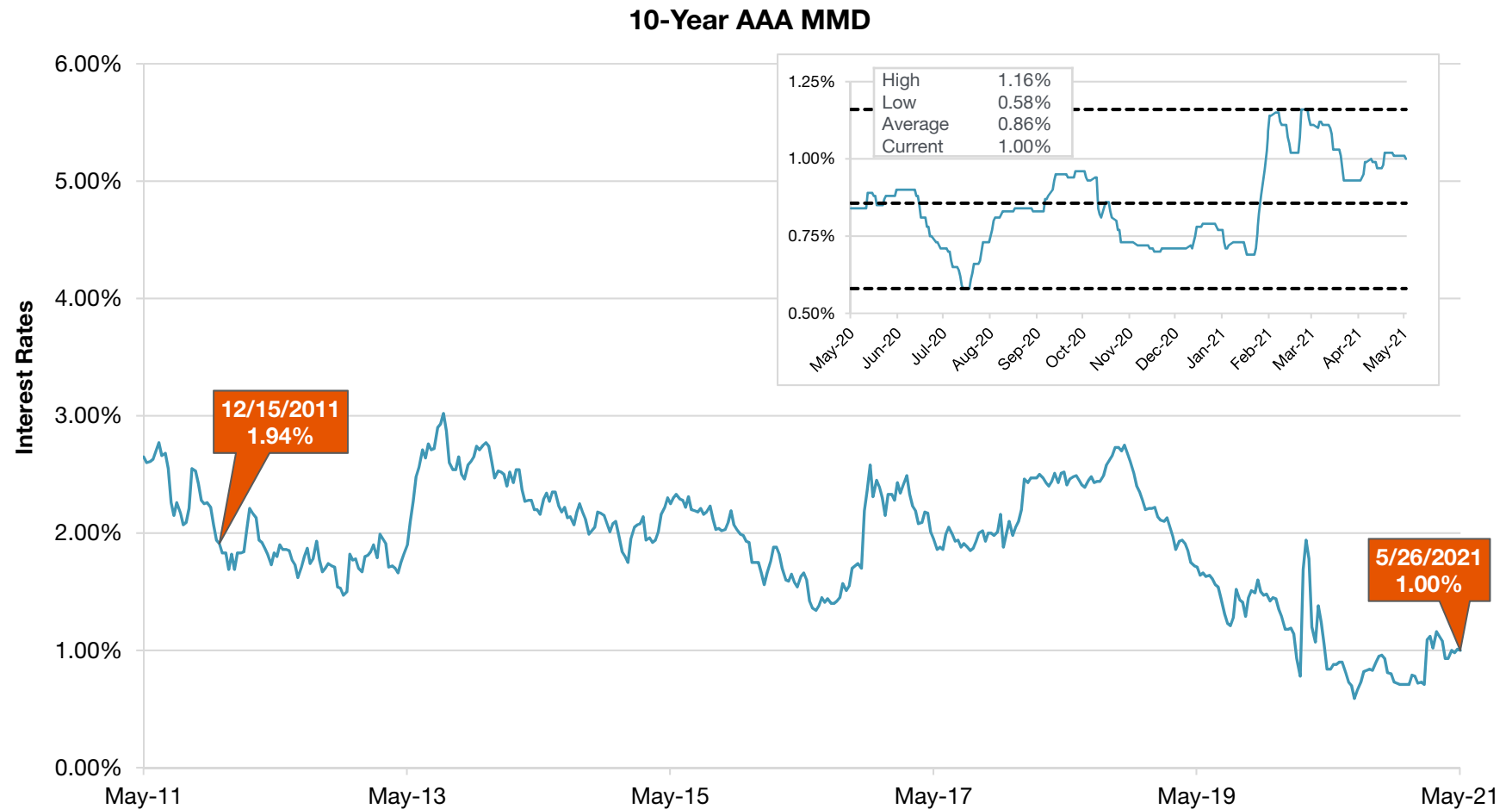
The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today’s market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

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Short and Long-Term Interest Rates

Rates remain at historically low levels.



Summary of Refunding Results

Limited Tax General Obligation Refunding Bonds, 2012

- Principal Amount of Callable Bonds: \$9,805,000
- Maturities: December 1, 2022 – 2029
- Average Coupon: 3.60%
- Call date and Price: December 1, 2021 @ Par

Summary of Refunding Results	Private Placement
Average Annual Savings ⁽¹⁾	\$117,000
True Interest Cost (TIC)	1.35%
Net PV Savings	\$913,924
% Savings	9.32%

(1) Average annual savings from 2022-2029.

Schedule of Events

Staff: City Staff
 Council: City Council
 PSC: Piper Sandler
 (Underwriter/Placement Agent)
 BC: K&L Gates (Bond Counsel)

June 2021	July 2021	September 2021
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5	1 2 3	1 2 3 4
6 7 8 9 10 11 12	4 5 6 7 8 9 10	5 6 7 8 9 10 11
13 14 15 16 17 18 19	11 12 13 14 15 16 17	12 13 14 15 16 17 18
20 21 22 23 24 25 26	18 19 20 21 22 23 24	19 20 21 22 23 24 25
27 28 29 30	25 26 27 28 29 30 31	26 27 28 29 30

Date	Event	Participants
June 7	Council approves Bond Ordinance (delegated authority)	Council, Staff, BC
June 8	Term Sheet distributed to banks	PSC
June 29	Responses from banks due	
July 1	Select purchaser, negotiate final terms, lock in rates	Staff, PSC, BC
Week of July 12	Distribute legal documents for review	BC
Week of July 26	Finalize legal documents	BC, PSC
Week of Sept. 6	Closing and delivery of proceeds	All Parties



Staff Report 075-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/7/2021

SUBJECT 2021B Limited Tax General Obligation (LTGO) Refunding Bonds

Key Points

- Continued low interest rates have created an opportunity to partially refinance one of the City's outstanding bonds and take advantage of the low interest rate.
- The 2012A bond is a candidate for refinancing. By refinancing the callable maturities of the bond, the City will realize approximately \$980,000 in future debt service savings, or \$120,000 per year.

Strategic Plan Alignment

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

Present Situation

In 2003, the City issued \$18.5 million in Limited Tax General Obligation (LTGO) bonds at an interest rate of 4.43% for construction of the Firstenburg Community Center. The callable maturities of the 2003 bond issue totaling \$15.0 million were partially refunded in 2012. The 2012A bond issue had an interest rate of 3.26%. The City now has the opportunity to refinance the remaining \$9.8 million of the callable maturities of the 2012A Refunding bonds, which can be called in September 2021. Their final maturity date is 12/1/2029.

The new refunding bond issue will be named the 2021B LTGO Refunding bond. A total of up to \$10.1 million is anticipated to be issued to refund the \$9.8 million of the callable maturities of the 2012A LTGO Refunding bond issue. The bond ordinance allows flexibility to issue up to \$10.1 million in refunding bonds in case of market fluctuations. The cost of issuance, including agent's and bond counsel fees, is estimated to be approximately \$50,000.

The 2021B LTGO Refunding bond is anticipated to have an interest rate of approximately 1.35%. By refunding this bond issue the City will realize approximately \$980,000 in future debt service savings, estimated at approximately \$120,000 per year. Debt service payments are currently

supported by revenue received by the Real Estate Excise Tax (REET) 1 fund 133.

The ordinance allows for the not-to-exceed amount to be greater than the actual amount estimated to be issued, simply to provide flexibility for the bond sale.

Due to the explicit regulations regarding municipal finance, the City is unable to specify local preference on this debt offering; however, based on City Council discussion on first reading of this ordinance, the City's underwriter/placement agent and bond counsel have been directed to market the offering to financial institutions with a local presence in Vancouver.

Advantage(s)

The refunding will allow the City to realize approximately \$980,000 in debt service savings over the life of the bond issues. The net present value of the savings is estimated at \$925,000.

Disadvantage(s)

None

Budget Impact

The budget appropriation for the cost of the refunding of the 2012A bonds as well as issuance costs for the entire bond issue will be included in the 2021 First Supplemental.

Prior Council Review

- 2003 LTGO Bond Ordinance and public hearing May 19, 2003
- 2012A LTGO Refunding Bond Ordinance and public hearing October 3, 2011
- Briefing memo delivered to Council May 11, 2021 (attached)

Action Requested

On Monday, June 7, 2021, subject to second reading and public hearing, approve the ordinance.

Carrie Lewellen, City Treasurer, 360-487-8482

ATTACHMENTS:

- ▣ Ordinance
- ▣ Briefing memo dated 05.03.21
- ▣ Presentation - Market Update and Refunding Opportunity

CITY OF VANCOUVER, WASHINGTON
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2021B

ORDINANCE NO. M-_____

AN ORDINANCE OF THE CITY OF VANCOUVER,
WASHINGTON, PROVIDING FOR THE ISSUANCE AND
SALE OF AN UP TO \$10,100,000 LIMITED TAX GENERAL
OBLIGATION REFUNDING BOND OF THE CITY AND
DELEGATING AUTHORITY TO APPROVE THE FINAL
TERMS OF SAID BOND.

APPROVED ON JUNE 7, 2021

PREPARED BY:

K&L GATES LLP
Seattle, Washington

CITY OF VANCOUVER, WASHINGTON
ORDINANCE NO. M-_____
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* This Table of Contents is provided for convenience only and is not a part of this ordinance.

05/24/21 (Date of First Reading)
06/07/21 (Date of Public Hearing)

ORDINANCE NO. M-_____

AN ORDINANCE OF THE CITY OF VANCOUVER, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF AN UP TO \$10,100,000 LIMITED TAX GENERAL OBLIGATION REFUNDING BOND OF THE CITY AND DELEGATING AUTHORITY TO APPROVE THE FINAL TERMS OF SAID BOND.

WHEREAS, the City of Vancouver, Washington (the “City”) now has outstanding its Limited Tax General Obligation Refunding Bonds, 2012, issued pursuant to Ordinance No. M-3991 under date of January 12, 2012, in the original principal amount of \$15,945,000 (the “2012 Bonds”), maturing in remaining principal amounts and bearing interest as follows:

<u>Maturity Years (December 1)</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2021	\$ 960,000	3.500%
2022	1,015,000	4.000
2024*	2,200,000	3.000
2025	885,000	3.250
2025	300,000	5.000
2026	1,250,000	3.500
2027	1,315,000	3.625
2029*	2,840,000	3.750

*Term Bonds

; and

WHEREAS, the 2012 Bonds maturing on or after December 1, 2022 (the “Refunded Bonds”), are callable for redemption at any time on or after December 1, 2021, at a price of par plus accrued interest to the date of redemption; and

WHEREAS, as a result of changed market conditions, it appears that debt service savings may be obtained by refunding the Refunded Bonds through the issuance of a limited tax general

obligation refunding bond of the City in the aggregate principal amount of not to exceed \$10,100,000 (the “Bond”); and

WHEREAS, the City Council (the “Council”) has determined to delegate to the City Representative certain matters relating to the manner and timing of sale of the Bond;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER, WASHINGTON as follows:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings:

Acquired Obligations means the Government Obligations acquired by the City under the terms of this ordinance and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds.

Approved Bid means the offer to purchase the Bond approved by the City Representative pursuant to Section 12 of this ordinance.

Bank means the financial institution that purchases the Bond pursuant to the Approved Bid.

Beneficial Owner means any person that has or shares the power, directly or indirectly to make investment decisions concerning ownership of the Bond (including persons holding the Bond through nominees, depositories or other intermediaries).

Bond Fund means the City of Vancouver General Obligation Bond Debt Service Fund No. 210 maintained pursuant to Section 10 of this ordinance.

Bond Register means the registration books maintained by the Bond Registrar for the purpose of identifying ownership of the Bond.

Bond Registrar means either the Treasurer or U.S. Bank National Association, the current fiscal agent of the State of Washington, as designated by the Treasurer, for the purposes of registering and authenticating the Bond, maintaining the Bond Register, effecting the transfer of ownership of the Bond and paying interest on and principal of the Bond.

Bond means the City of Vancouver, Washington Limited Tax General Obligation Refunding Bond, 2021B issued pursuant to this ordinance.

Bond Year means each one-year period that ends on the date selected by the City. The first and last Bond Years may be short periods. If no day is selected by the City before the earlier of the final maturity date of the Bond or the date that is five years after the date of issuance of the Bond, Bond Years end on each anniversary of the date of issue and on the final maturity date of the Bond.

Call Date means, with respect to the Refunded Bonds, December 1, 2021.

City means the City of Vancouver, Washington, a municipal corporation of the State of Washington.

Chief Financial Officer means the person designated as the Chief Financial Officer of the City, or any successor to the functions of the Chief Financial Officer or her or his designee.

City Manager means the person designated as the City Manager of the City, or any successor to the functions of the City Manager or his or her designee.

City Representative means the City Manager, Chief Financial Officer or Treasurer.

Code means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

Commission means the United States Securities and Exchange Commission.

Cost of Issuance Agreement means the agreement of that name, to be entered into by the City and the Escrow Agent, providing for the payment of certain costs of issuance with respect to the issuance of the Bond, substantially in the form attached hereto as Exhibit B.

Council means the City Council as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Date of Issue means the date of issuance and delivery of the Bond to the Bank.

Escrow Agent means U.S. Bank National Association, Seattle, Washington.

Escrow Agreement means the Escrow Deposit Agreement to be dated as of the date of closing and delivery of the Bond, substantially in the form attached hereto as Exhibit A.

Final Maturity Date means that final maturity date of the amortization schedule for the Bond, which date shall be no later than December 1, 2029, determined in accordance with the Approved Bid as approved by the City Representative pursuant to Section 12 of this ordinance.

First Interest Payment Date means the date of the first interest payment on the Bond, determined in accordance with the Approved Bid as approved by the City Representative pursuant to Section 12 of this ordinance.

Government Obligations means those obligations now or hereafter defined as such in chapter 39.53 RCW.

Interest Rate means that final rate or rates determined in accordance with the Approved Bid as approved by the City Representative pursuant to Section 12 of this ordinance.

MSRB means the Municipal Securities Rulemaking Board or any successor to its functions.

Net Proceeds, when used with reference to the Bond, means the principal amount of the Bond, plus accrued interest and original issue premium, if any, and less original issue discount, if any.

Placement Agent means Piper Sandler & Co.

Principal Payment Dates mean the dates on which principal of the Bond is payable in accordance with the Approved Bid pursuant to Section 12 of this ordinance.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Private Person Use means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

Refunded Bonds means the 2012 Bonds maturing on or after December 1, 2022.

Registered Owner means the person named as the registered owner of the Bond in the Bond Register.

Rule means the Commission’s Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Savings Target means a dollar amount equal to at least three percent (3.0%) of the outstanding principal of the Refunded Bonds.

Treasurer means the Treasurer of the City or the person succeeding to the functions currently performed by the Treasurer.

2012 Bond Ordinance means Ordinance No. M-3991 adopted by the Council on October 3, 2011.

2012 Bonds mean the Limited Tax General Obligation Refunding Bonds, 2012, of the City issued under date of January 12, 2012, as more particularly described in the recitals of this ordinance.

Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Bond and Bond Details. For the purpose of refunding the Refunded Bonds and paying the costs of issuance related thereto, and thereby effecting a savings to the City and its taxpayers, the City shall issue its limited tax general obligation refunding bond in the aggregate principal amount of not to exceed \$10,100,000 (the “Bond”). The Bond shall be a general obligation of the City, shall be designated “City of Vancouver, Washington, Limited Tax General Obligation Refunding Bond, 2021B;” shall be dated as of the Date of Issue and delivery to the Bank, shall be fully registered as to both principal and interest, shall be issued as a single fully registered bond, and shall be numbered in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification.

The Council hereby authorizes the City Representative to approve the final principal amount of the Bond, not to exceed \$10,100,000, the amortization schedule and Interest Rate in accordance with the Approved Bid as approved by the City Representative. The principal and interest amounts of the Bond shall be paid in installments with interest payable commencing on the First Interest Payment Date and principal payable on Principal Payment Dates, with the final payments due on the Final Maturity Date. Interest shall be calculated as provided in the Approved Bid.

The interest rate or rates, and the First Interest Payment Date and Principal Payment Dates shall be as set forth in the Approved Bid, as approved by the City Representative pursuant to Section 12 of this ordinance.

Section 3. Registration, Transfer and Payments. The Council hereby requests that the Treasurer act as Bond Registrar or, in her discretion, specify and adopt the system of registration approved by the Washington State Finance Committee from time to time through the appointment of a state fiscal agent. The City shall cause a bond register to be maintained by the Bond Registrar. So long as the Bond remains outstanding and if the State's fiscal agent is then acting as the Bond Registrar, the Bond Registrar shall make all necessary provisions to permit the exchange or registration or transfer of Bond at its principal corporate trust office. The Bond shall not be transferable, except in whole to a financial institution or otherwise as provided in accordance with the Approved Bid. The Bond Registrar may be removed at any time at the option of the Treasurer upon prior notice to the Bond Registrar and a successor Bond Registrar appointed by the Treasurer. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond transferred or exchanged in accordance with the provisions of such Bond and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication of the Bond.

Principal of and interest on the Bond shall be payable in lawful money of the United States of America. Installments of principal of and interest on the Bond shall be paid by check, wire, or electronic transfer on the date due to the Bank; *provided, however*, unless otherwise set forth in

City Council on June 7, 2021 (the “Bond Ordinance”). Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

This bond is issued by the City pursuant to the Bond Ordinance for providing funds to pay the cost of refunding a portion of its outstanding limited tax general obligation bonds.

This bond is [not] subject to prepayment as stated in the Approved Bid [additional conditions].

This bond is not transferable, except in whole to a financial institution.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The City has [not] designated the Bond as a “qualified tax-exempt obligation” for investment by financial institutions under Section 265(b) of the Code.

The pledge of tax levies for payment of principal of and interest on the bond may be discharged prior to maturity of the bond by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Vancouver, Washington has caused this bond to be executed by the manual or facsimile signatures of the Mayor and City Clerk and the seal of the City imprinted, impressed or otherwise reproduced hereon as of this ____ day of _____, 2021.

CITY OF VANCOUVER, WASHINGTON

By _____
/s/ manual or facsimile
Mayor

ATTEST:

/s/ manual or facsimile
City Clerk

[SEAL]

The Bond Registrar's Certificate of Authentication on the Bond shall be in substantially the following form:

Date of Authentication: _____

CERTIFICATE OF AUTHENTICATION

This bond is the bond described in the within-mentioned Bond Ordinance and is the Limited Tax General Obligation Refunding Bond, 2021B of the City of Vancouver, Washington, dated _____, 2021.

[TREASURER/WASHINGTON STATE
FISCAL AGENT], as Bond Registrar

By _____

Section 6. Execution of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City, and the seal of the City shall be impressed, imprinted or otherwise reproduced thereon.

The Bond shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance only if the Certificate of Authentication in the form hereinbefore recited, has been manually executed by the Bond Registrar. Such Certificate of Authentication shall be conclusive

evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may be signed and attested on behalf of the City by such persons who at the date of the actual execution of the Bond, are the proper officers of the City, although at the original date of the Bond any such person shall not have been such officer of the City.

Section 7. Refunding Plan.

(a) *Refunding.* A portion of the proceeds of sale of the Bond in the dollar amount certified by the City to the Escrow Agent shall be delivered to the Escrow Agent for the purpose of defeasing the Refunded Bonds and paying related costs of issuance.

Money received by the Escrow Agent from Bond proceeds and other money provided by the City, if necessary, shall be used immediately by the Escrow Agent upon receipt thereof in accordance with the terms of the Escrow Agreement to defease the Refunded Bonds as authorized by the 2012 Bond Ordinance, and to pay costs of issuance of the Bond. The City shall defease the Refunded Bonds and discharge such obligations by the use of money deposited with the Escrow Agent to purchase certain noncallable Government Obligations that are direct obligations of the United States or obligations unconditionally guaranteed by the United States (which obligations so purchased, are herein called “Acquired Obligations”), bearing such interest and maturing as to

principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of the Refunded Bonds:

(1) interest on the Refunded Bonds coming due on each date on which interest is due and payable, to and including the Call Date; and

(2) the redemption price of the Refunded Bonds (100% of the principal amount thereof) on the Call Date.

(b) *Appointment of Escrow Agent.* The City hereby selects U.S. Bank National Association, Seattle, Washington, to act as the escrow agent for the Refunded Bonds (the “Escrow Agent”). The Bond proceeds designated in the foregoing subsection together with a cash contribution from the City, if any, shall be transferred to the Escrow Agent in order to implement the refunding plan. A beginning cash balance, if any, and Acquired Obligations shall be deposited irrevocably with the Escrow Agent in an amount sufficient to defease the Refunded Bonds. The proceeds of the Bond remaining after acquisition of the Acquired Obligations and provision for the necessary beginning cash balance shall be utilized to pay expenses of the acquisition and safekeeping of the Acquired Obligations and expenses of the issuance of the Bond and/or returned to the City for the payment of such expenses. The Treasurer is hereby further authorized to solicit proposals for and select a verification agent, if needed, who will confirm the accuracy of certain financial information regarding the funds to be deposited with the Escrow Agent and the implementation of the refunding plan.

Section 8. Call For Redemption of Refunded Bonds and Escrow Agreement.

(a) *Call For Redemption of the Refunded Bonds.* The City hereby irrevocably sets aside sufficient funds which may be acquired as a result of the purchase of Acquired Obligations from proceeds of the Bond to make the payments described in Section 7 of this ordinance.

The City hereby calls the Refunded Bonds for redemption on the Call Date, in accordance with terms of the 2012 Bond Ordinance authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities.

Said defeasance and call for redemption of the Refunded Bonds shall be effective and irrevocable after the final establishment of the escrow account and delivery of the Acquired Obligations to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notice of the redemption of the Refunded Bonds in accordance with the applicable provisions of the 2012 Bond Ordinance. The Treasurer of the City is authorized and requested to provide whatever assistance is necessary to accomplish such redemption and the giving of notice therefor.

The Escrow Agent is hereby authorized and directed to pay to the fiscal agent or agents of the State of Washington, sums sufficient to pay, when due, the payments specified in Section 7 of this ordinance. All such sums shall be paid from the moneys and Acquired Obligations deposited with said Escrow Agent, if any, pursuant to the previous section of this ordinance, and the income therefrom and proceeds thereof. All moneys and Acquired Obligations deposited with said bank and any income therefrom shall be credited to a refunding account and held, invested (but only at the direction of the Treasurer) and applied in accordance with the provisions of this ordinance and with the laws of the State of Washington for the benefit of the City and owners of the Refunded Bonds.

The City will take such actions as are found necessary to see that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due.

(b) *Escrow Agreement/Cost of Issuance Agreement.* If determined to be necessary or convenient, the Treasurer is authorized and directed to execute and deliver to the Escrow Agent an Escrow Deposit Agreement substantially in the form attached to this ordinance as Exhibit A (the “Escrow Agreement”) and a Cost of Issuance Agreement substantially in the form attached to this ordinance as Exhibit B (the “Cost of Issuance Agreement”), for the Bond with such changes or modifications as the Treasurer, with the advice of bond counsel to the City, consider necessary or advisable.

The City hereby irrevocably sets aside for and pledges to the payment of the Refunded Bonds the moneys and obligations which may be deposited with the Escrow Agent pursuant to each Escrow Agreement to accomplish the plan of refunding and defeasance of the Refunded Bonds set forth herein and in the Escrow Agreement. When all of the Refunded Bonds shall have been redeemed and retired, the City may cause any remaining money to be transferred to the Bond Fund for the purposes set forth above.

Section 9. Tax Covenants. The City covenants that it will not take or permit to be taken on its behalf any action that would adversely affect the exemption from federal income taxation of the interest on the Bond and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to continue the exemption from federal income taxation of the interest on the Bond.

(a) *Arbitrage Covenant.* Without limiting the generality of the foregoing, the City covenants that it will not take any action or fail to take any action with respect to the proceeds of

sale of the Bond or any other funds of the City which may be deemed to be proceeds of the Bond pursuant to Section 148 of the Code and the regulations promulgated thereunder which, if such use had been reasonably expected on the dates of delivery of the Bond to the initial purchasers thereof, would have caused the Bond to be treated as an “arbitrage bond” within the meaning of such term as used in Section 148 of the Code.

The City represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon. The City will comply with the requirements of Section 148 of the Code and the applicable regulations thereunder throughout the term of the Bond.

(b) *Private Person Use Limitation for the Bond.* The City covenants that for as long as the Bond issued as a governmental bond or tax advantaged bond is outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Bond to be allocated to any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Bond in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(3) More than five percent of the Net Proceeds of the Bond are allocable to any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Bond in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly:

(A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or

(B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the project described in subsection (3) hereof or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the projects financed or refinanced with the proceeds of the Bond (including the Refunded Bonds), and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bond allocable to the state or local governmental use portion of the project(s) to which the Private Person Use of such portion of the projects refinanced with the proceeds of the Bond (including the Refunded Bonds) relate. The City further covenants that it will comply with any limitations on the use of the projects refinanced with the proceeds of the Bond by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Bond.

(c) *Modification of Tax Covenants.* The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bond. To that end, the provisions of this section may be modified or eliminated without any requirement for

formal amendment thereof upon receipt of an opinion of the City's bond counsel that such modification or elimination will not adversely affect the tax exemption of interest on any Bond.

(d) *Designation under Section 265(b) of the Code.* The City Representative is authorized to determine and execute a designation, if applicable, of the Bond of under Section 265(b)(3) of the Code for banks, thrift institutions and other financial institutions.

Section 10. Bond Fund and Provision for Tax Levy Payments. The Treasurer currently maintains a fund to be used for the payment of debt service on all limited tax general obligation bonds, designated as the "General Obligation Bond Debt Service Fund No. 210" (the "Bond Fund"). The taxes hereafter levied for the purpose of paying principal of and interest on the Bond and other funds to be used to pay the Bond shall be deposited in the Bond Fund no later than the date such funds are required for the payment of principal of and interest on the Bond. Money in the Bond Fund not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City funds.

The City hereby irrevocably covenants and agrees for as long as the Bond is outstanding and unpaid that each year it will include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bond as the same shall become due. All of such taxes so collected and any other money to be used for such purposes shall be paid into the Bond Fund.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the tax levy permitted to cities without a vote of the people, and that a sufficient portion of each annual levy to be levied

and collected by the City prior to the full payment of the principal of and interest on the Bond will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bond. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bond as the same shall become due.

Section 11. Defeasance. In the event that money and/or noncallable Government Obligations that are direct obligations of the United States or obligations unconditionally guaranteed by the United States, maturing at such time or times and bearing interest to be earned thereon in amounts, maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire part or all of the Bond in accordance with their terms, are set aside in a special account of the City to effect such redemption and retirement, and such money and the principal of and interest on such Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the Bond so provided for, and the registered owner of the Bond shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive the money so set aside and pledged, and Bond so provided for shall be deemed not to be outstanding hereunder.

Section 12. Sale of Bond. The Council of the City has determined that it would be in the best interest of the City to delegate to the City Representative for a limited time the authority, working with the City's Placement Agent, to solicit proposals from financial institutions and review and select a financial institution as the Bank. The actions of the City Representative in reviewing and approving a term sheet to be distributed to financial institutions is hereby ratified and approved. The City Representative is further authorized to approve the final interest rate or

rates, maturity dates, including the Final Maturity Date, the Principal Payment Dates and the First Interest Payment Date, prepayment provisions and other terms and conditions of the Bond so long as (i) the aggregate principal amount of the Bond does not exceed \$10,100,000; (ii) the maximum true interest cost of the Bond does not exceed two-and-a-half percent (2.50%), and (iii) the net present value aggregate savings with respect to the Refunded Bonds to be realized as a result of the refunding after payment of all allocable costs of issuance is at least equal to the Savings Target.

The authority granted to the City Representative by this section shall remain in effect until December 31, 2021. If the sale for the Bond has not been completed by December 31, 2021, the authorization for the issuance of the Bond shall be rescinded, and the Bond shall not be issued nor its sale approved unless the Bond shall have been re-authorized by ordinance of the City. The ordinance reauthorizing the issuance and sale of the Bond may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance establishing terms and conditions for the authority delegated under this section.

Upon the adoption of this ordinance, the proper officials of the City including the City Representative, are authorized and directed to undertake all other actions necessary for the prompt sale, execution and delivery of the Bond and further to execute all closing certificates and documents required to effect the closing and delivery of the Bond in accordance with the terms of the Approved Bid. In furtherance of the foregoing, the City Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including the fees and expenses specified in the Approved Bid, fees and expenses of the Bank and other retained services, including Bond Counsel, Placement Agent, and other expenses customarily incurred in connection with issuance and sale of the Bond. The disbursement of Bond proceeds to pay certain costs of

issuance also may be made by the Escrow Agent under the terms set forth in the Costs of Issuance Agreement.

Section 13. No Undertaking to Provide Ongoing Disclosure. The Bond is not subject to Rule 15c2-12 of the Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

As long as the Bond is outstanding, the City will provide to the Bank the information specified in the Approved Bid as approved by the City Representative.

Section 14. Lost, Stolen or Destroyed Bond. In case the Bond shall be lost, stolen or destroyed, the Bond Registrar may execute and deliver a new Bond of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City in connection therewith and upon his/her filing with the City evidence satisfactory to the City that the Bond was actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City with indemnity satisfactory to the City.

Section 15. Ordinance and Laws a Contract with the Registered Owner and Holder/Purchaser. This ordinance is adopted under the authority of and in full compliance with the Constitution and laws of the State of Washington. In consideration of the loan made by the Bank or Registered Owner and holder of the Bond, the provisions of this ordinance and of said laws shall constitute a contract with the Registered Owner and holder/Bank, and the obligations of the City and its Council under said laws and under this ordinance shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein and in the Bond set forth shall be for the equal benefit of the Registered Owner and holder/Bank and any permitted transferee or assignee.

Section 16. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 17. Effective Date. This ordinance shall become effective immediately upon its adoption.

ADOPTED by the City Council of the City of Vancouver, Washington, at a regular meeting thereof held this 7th day of June, 2021.

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 7th day of June, 2021.

CITY OF VANCOUVER, WASHINGTON

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

EXHIBIT A

ESCROW DEPOSIT AGREEMENT

CITY OF VANCOUVER, WASHINGTON
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2021B

THIS ESCROW DEPOSIT AGREEMENT, dated as of _____, 2021 (herein, together with any amendments or supplements hereto, called the “Agreement”) is entered into by and between the City of Vancouver, Washington (herein called the “City”) and U.S. Bank National Association, Seattle, Washington as escrow agent (herein, together with any successor in such capacity, called the “Escrow Agent”). The notice addresses of the City and the Escrow Agent are shown on Exhibit A attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the City heretofore has issued and there presently remain outstanding the obligations described in Exhibit B attached hereto (the “Refunded Bonds”); and

WHEREAS, pursuant to Ordinance No. M-_____ adopted on June 7, 2021 (the “Bond Ordinance”), the City has determined to issue its Limited Tax General Obligation Refunding Bond, 2021B (the “Bond”); and

WHEREAS, a portion of the proceeds of the Bond are being used for the purpose of providing funds to pay the costs of refunding the Refunded Bonds; and

WHEREAS, pursuant to the Bond Ordinance, the Refunded Bonds have been designated for redemption prior to their scheduled maturity dates and, after provision is made for such redemption, the Refunded Bonds will come due in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in Exhibit C attached hereto and made a part hereof; and

WHEREAS, when Escrowed Securities have been deposited with the Escrow Agent for the payment of all principal and interest of the Refunded Bonds when due, then the Refunded Bonds shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

[WHEREAS, _____, _____, _____ has prepared a verification report which is dated _____, 20__ (the “Verification Report”) relating to the source and use of funds available to accomplish the refunding of the Refunded Bonds, the investment of such funds and the adequacy of such funds and investments to provide for the payment of the debt service due on the Refunded Bonds; and]

WHEREAS, the issuance, sale, and delivery of the Bond has been duly authorized to be issued, sold, and delivered for the purpose of obtaining the funds required to provide for the payment of the principal of, interest on and redemption premium (if any) on the Refunded Bonds when due as shown on Exhibit C attached hereto; and

WHEREAS, simultaneously herewith, the City is entering into a Cost of Issuance Agreement with the Escrow Agent to provide for the payment of costs of issuance relating to the Bond;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby are acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Bonds, the City and the Escrow Agent mutually undertake, promise and agree for themselves and their respective representatives and successors, as follows:

Article 1. Definitions

Section 1.1. Definitions.

Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

Escrow Fund means the fund created by this Agreement to be established, held and administered by the Escrow Agent pursuant to the provisions of this Agreement.

Escrowed Securities means the noncallable Government Obligations described in Exhibit D attached to this Agreement, or cash or other noncallable obligations substituted therefor pursuant to Section 4.2 of this Agreement.

Government Obligations means direct, noncallable (a) United States Treasury Obligations, (b) United States Treasury Obligations - State and Local Government Series, (c) non-prepayable obligations which are unconditionally guaranteed as to full and timely payment of principal and interest by the United States of America or (d) REFCORP debt obligations unconditionally guaranteed by the United States.

Paying Agent means the fiscal agency of the State of Washington, as the paying agent for the Refunded Bonds.

Section 1.2. Other Definitions.

The terms “Agreement,” “City,” “Escrow Agent,” “Bond Ordinance,” “Refunded Bonds,” [“Verification Report,”] and “Bond” when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.3. Interpretations.

The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

Article 2. Deposit of Funds and Escrowed Securities

Section 2.1. Deposits in the Escrow Fund.

Concurrently with the sale and delivery of the Bond the City shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds (from the proceeds of the Bond) sufficient to purchase the Escrowed Securities described in Exhibit D attached hereto, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the City in writing.

Article 3. Creation and Operation of Escrow Fund

Section 3.1. Escrow Fund.

The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the Refunding Account (the “Escrow Fund”). The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in Exhibit D attached hereto. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.2 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow Fund shall be transferred to the City, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal and Interest.

The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Bonds at their respective redemption dates and interest thereon to such redemption dates in the amounts and at the times shown in Exhibit C attached hereto.

Section 3.3. Sufficiency of Escrow Fund.

The City represents that, based upon the information provided in the [Verification Report], the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Refunded Bonds as such interest comes due and the principal of the Refunded Bonds as the Refunded Bonds are paid on an optional redemption date prior to maturity, all as more fully set forth in Exhibit E attached hereto. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent to make the payments set forth in Section 3.2. hereof, the City shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency

shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the City's failure to make additional deposits thereto.

Section 3.4. Trust Fund.

The Escrow Agent or its affiliate, shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Bonds; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Refunded Bonds. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as a trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the City or, except to the extent expressly herein provided, by the Paying Agent.

Article 4. Limitation on Investments

Section 4.1. Investments.

Except for the initial investment in the Escrowed Securities, and except as provided in Section 4.2 or 8.3 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer, or otherwise dispose of the Escrowed Securities.

Section 4.2. Substitution of Securities.

At the written request of the City, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall utilize cash balances in the Escrow Fund, or sell, transfer, otherwise dispose of or request the redemption of the Escrowed Securities and apply the proceeds therefrom to purchase Refunded Bonds or Government Obligations which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (a) the Escrow Agent shall have received a written opinion from a firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount sufficient to provide for the full and timely payment of principal of and interest on all of the remaining Refunded Bonds as they become due, taking into account any optional redemption thereof exercised by the City in connection with such transaction; and (b) the Escrow Agent shall have received the unqualified written legal opinion of its bond counsel or tax counsel to the effect that such transaction will not cause any of the Bond or Refunded

Bonds to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

Article 5. Application of Cash Balances

Section 5.1. In General.

Except as provided in Section 2.1, 3.2, 4.2 and 8.3 hereof, no withdrawals, transfers or reinvestment shall be made of cash balances in the Escrow Fund. Cash balances shall be held by the Escrow Agent in United States currency as cash balances as shown on the books and records of the Escrow Agent and, except as provided herein, shall not be reinvested by the Escrow Agent; provided, however, a conversion to currency shall not be required (i) for so long as the Escrow Agent's internal rate of return does not exceed 20%, or (ii) if the Escrow Agent's internal rate of return exceeds 20%, the Escrow Agent receives a letter of instructions, accompanied by the opinion of nationally recognized bond counsel, approving the assumed reinvestment of such proceeds at such higher yield.

Article 6. Redemption of Refunded Bonds

Section 6.1. Call for Redemption.

The City hereby irrevocably calls the Refunded Bonds for redemption on their earliest redemption date, as shown [in the Verification Report and] on Appendix A attached hereto.

Section 6.2. Notice of Redemption/Notice of Defeasance.

The Escrow Agent agrees to give a notice of defeasance and a notice of the redemption of the Refunded Bonds pursuant to the terms of the Refunded Bonds and in substantially the forms attached hereto as Appendices A and B and as described on said Appendices A and B to the Paying Agent for distribution as described therein. The notice of defeasance shall be given immediately following the execution of this Agreement, and the notice of redemption shall be given in accordance with the ordinance authorizing the Refunded Bonds. The Escrow Agent hereby certifies that provision satisfactory and acceptable to the Escrow Agent has been made for the giving of notice of redemption of the Refunded Bonds.

Article 7. Records and Reports

Section 7.1. Records.

The Escrow Agent will keep books of record and account in which complete and accurate entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection during business hours and after reasonable notice.

Section 7.2. Reports.

While this Agreement remains in effect, the Escrow Agent quarterly shall prepare and send to the City a written report summarizing all transactions relating to the Escrow Fund during the preceding financial quarter, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Refunded Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

Article 8. Concerning the Paying Agents and Escrow Agent

Section 8.1. Representations.

The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 8.2. Limitation on Liability.

The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the City promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Bond shall be taken as the statements of the City and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent.

The Escrow Agent is not a party to the proceedings authorizing the Bond or the Refunded Bonds and is not responsible for nor bound by any of the provisions thereof (except to the extent that the Escrow Agent may be a place of payment and paying agent and/or a paying agent/registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the City thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own neglect or willful misconduct, nor for any loss unless the same shall have been through its negligence or bad faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the City with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the City or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the City at any time.

Section 8.3. Successor Escrow Agents.

Any corporation, association or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business or any corporation, association or other entity resulting from any such conversion, sale, merger, consolidation or other transfer to which it is a party, *ipso facto*, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the City, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the City within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the City, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Washington, authorized under such laws to exercise

corporate trust powers, having its principal office and place of business in the State of Washington, having a combined capital and surplus of at least \$100,000,000 and subject to the supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the City and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The obligations assumed by the Escrow Agent pursuant to this Agreement may be transferred by the Escrow Agent to a successor Escrow Agent if (a) the requirements of this Section 8.3 are satisfied; (b) the successor Escrow Agent has assumed all the obligations of the Escrow Agent under this Agreement; and (c) all of the Escrowed Securities and money held by the Escrow Agent pursuant to this Agreement have been duly transferred to such successor Escrow Agent.

Article 9. Miscellaneous

Section 9.1. Notice.

Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the City or the Escrow Agent at the address shown on Exhibit A attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

Section 9.2. Termination of Responsibilities.

Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the City, the owners of the Refunded Bonds or to any other person or persons in connection with this Agreement.

Section 9.3. Binding Agreement.

This Agreement shall be binding upon the City and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Bonds, the City, the Escrow Agent and their respective successors and legal representatives.

Section 9.4. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 9.5. Washington Law Governs.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Washington.

Section 9.6. Time of the Essence.

Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 9.7. Notice to Moody's and Standard & Poor's.

In the event that this Agreement or any provision thereof is severed, amended or revoked, the City shall provide written notice of such severance, amendment or revocation to Moody's Investors Service at 7 World Trade Center at 250 Greenwich Street, New York, New York, 10007, Attention: Public Finance Rating Desk/Refunded Bonds and Standard & Poor's Ratings Services, 55 Water Street, New York, New York 10041, Attention: Refunded Bonds Municipal Bond Department.

Section 9.8. Amendments.

This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Bonds. No such amendment shall be made without first receiving written confirmation from the rating agencies (if any) which have rated the Refunded Bonds that such administrative changes will not result in a withdrawal or reduction of its rating then assigned to the Refunded Bonds. If this Agreement is amended, prior written notice and copies of the proposed changes shall be given to the rating agencies which have rated the Refunded Bonds.

EXECUTED as of the date first written above.

**CITY OF VANCOUVER,
WASHINGTON**

Treasurer

U.S. BANK NATIONAL ASSOCIATION

as Authorized Signer

Exhibit A	—	Addresses of the City and the Escrow Agent
Exhibit B	—	Description of the Refunded Bonds
Exhibit C	—	Schedule of Debt Service on Refunded Bonds
Exhibit D	—	Description of Beginning Cash Deposit (if any) and Escrowed Securities
Exhibit E	—	Escrow Fund Cash Flow
Appendix A	—	Notice of Redemption for the 2012 Bonds
Appendix B	—	Notice of Defeasance for the 2012 Bonds

EXHIBIT A
Addresses of the City and Escrow Agent

City: City of Vancouver
415 W. 6th Street
PO Box 1995
Vancouver, WA 98668
Attention: Treasurer

Escrow Agent: U.S. Bank National Association
Corporate Trust Services PD-WA-T7CT
1420 Fifth Avenue, 7th Floor
Seattle, WA 98101
Attention: Assistant Vice President

EXHIBIT B

Description of the Refunded Bonds

City of Vancouver, Washington
Limited Tax General Obligation Refunding Bonds, 2012

Maturity Years (December 1)	Principal Amounts	Interest Rates
2022	\$ 1,015,000	4.000%
2024*	2,200,000	3.000
2025	885,000	3.250
2025	300,000	5.000
2026	1,250,000	3.500
2027	1,315,000	3.625
2029*	2,840,000	3.750

*Term Bonds.

EXHIBIT C
Schedule of Debt Service on the Refunded Bonds

Date	Interest	Principal/ Redemption Price	Total
	\$		\$
		\$	
	\$	\$	\$

EXHIBIT D
Escrow Deposit

I. Cash \$ _____

II. Other Obligations

<u>Description</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Total Cost</u>
		\$	%	\$
		\$		\$

EXHIBIT E
Escrow Fund Cash Flow

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Cash Balance
	\$	\$	\$	\$
	\$	\$	\$	

APPENDIX A

NOTICE OF REDEMPTION*

City of Vancouver, Washington Limited Tax General Obligation Refunding Bonds, 2012

NOTICE IS HEREBY GIVEN that the City of Vancouver, Washington has called for redemption on December 1, 2021, its outstanding Limited Tax General Obligation Refunding Bonds, 2012 (the “2012 Bonds”). The 2012 Bonds will be redeemed at a price of one hundred percent (100%) of their principal amount, plus interest accrued to December 1, 2021. The redemption price of the 2012 Bonds is payable without presentation of the 2012 Bonds if presentment is not required by the governing documents. If the governing documents do require presentment, presentment of the 2012 Bonds may be made at the office of:

By Mail, Hand or Overnight Mail to: U.S. Bank National Association Global Corporate Trust Services 111 Fillmore Ave E St. Paul, MN 55107
--

Interest on all 2012 Bonds or portions thereof which are redeemed shall cease to accrue on December 1, 2021.

The following 2012 Bonds are being redeemed:

Maturity Years (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.
2022	\$ 1,015,000	4.000%	921594K89
2024*	2,200,000	3.000	921594K97
2025	885,000	3.250	921594L21
2025	300,000	5.000	921594L39
2026	1,250,000	3.500	921594L47
2027	1,315,000	3.625	921594L54
2029*	2,840,000	3.750	921594L62

*Term Bonds

By Order of the City of Vancouver, Washington

U.S. Bank National Association, as Paying Agent

* This notice shall be given not more than 60 nor less than 20 days prior to December 1, 2021 by first class mail to each registered owner of the 2012 Bonds. In addition notice shall be mailed at least 20 days prior to December 1, 2021 to The Depository Trust Company of New York, New York; Piper Sandler & Co.; Moody's Investors Service, New York, New York; and S&P Global Ratings, New York, New York; and to the MSRB.

Dated: .

Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017 (the “Act”) unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your Bond.

APPENDIX B

Notice of Defeasance* City of Vancouver, Washington Limited Tax General Obligation Refunding Bonds, 2012

NOTICE IS HEREBY GIVEN to the owners of that portion of the above-captioned bonds with respect to which, pursuant to an Escrow Deposit Agreement dated _____, 2021, by and between City of Vancouver, Washington (the "City") and U.S. Bank National Association (the "Escrow Agent"), the City has deposited into an escrow account, held by the Escrow Agent, cash and non-callable direct obligations of the United States of America, the principal of and interest on which, when due, will provide money sufficient to pay each year, to and including the respective maturity or redemption dates of such bonds so provided for, the principal thereof and interest thereon (the "Defeased Bonds"). Such Defeased Bonds are therefore deemed to be no longer outstanding pursuant to the provisions of Ordinance No. M-3991 of the City, authorizing the issuance of the Defeased Bonds, but will be paid by application of the assets of such escrow account.

The Defeased Bonds are described as follows:

Limited Tax General Obligation Refunding Bonds, 2012 (Dated: January 12, 2012)

Maturity Years (December 1)	Principal Amounts	Interest Rates	CUSIP Nos.	Call Date (at 100%)
2022	\$ 1,015,000	4.000%	921594K89	12/01/2021
2024*	2,200,000	3.000	921594K97	12/01/2021
2025	885,000	3.250	921594L21	12/01/2021
2025	300,000	5.000	921594L39	12/01/2021
2026	1,250,000	3.500	921594L47	12/01/2021
2027	1,315,000	3.625	921594L54	12/01/2021
2029*	2,840,000	3.750	921594L62	12/01/2021

*Term Bonds

Information for Individual Registered Owner

The addressee of this notice is the registered owner of Bond Certificate No. _____ of the Defeased Bonds described above, which certificate is in the principal amount of \$_____, all of which has been defeased as described above.

* This notice shall be given immediately by first class mail to each registered owner of the Defeased Bonds. In addition notice shall be mailed to The Depository Trust Company of New York, New York; U.S. Bank National Association, as Fiscal Agent; Moody's Investors Service, New York, New York; and S&P Global Ratings, New York, New York; Piper Sandler & Co.; and to the MSRB.

EXHIBIT B

C O S T O F I S S U A N C E A G R E E M E N T

CITY OF VANCOUVER, WASHINGTON
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2021B

THIS COST OF ISSUANCE AGREEMENT, dated as of _____, 2021 (herein, together with any amendments or supplements hereto, called the "Agreement"), is entered into by and between the CITY OF VANCOUVER, WASHINGTON, (herein called the "City") and U.S. BANK NATIONAL ASSOCIATION, SEATTLE, WASHINGTON as Escrow Agent (herein, together with any successor in such capacity, called the "Escrow Agent").

W I T N E S S E T H :

WHEREAS, pursuant to Ordinance No. M-_____ of the City, adopted on June 7, 2021 (the "Ordinance"), the City has determined to issue its Limited Tax General Obligation Refunding Bond, 2021B (the "Bond") for the purpose of providing funds to pay the costs of refunding certain outstanding bonds of the City; and

WHEREAS, simultaneously herewith, the City is entering into an Escrow Deposit Agreement, dated _____, 2021 under which the Escrow Agent will hold invested proceeds of the Bond in order to pay and redeem the refunded bonds under the terms set forth therein; and

WHEREAS, certain proceeds of the Bond will be delivered to the Escrow Agent on the date of issuance of the Bond that are required to be disbursed to pay costs of issuance of the Bond; and

WHEREAS, the Escrow Agent has agreed, without additional compensation to disburse the Bond proceeds received to pay costs of issuance under the terms of this Agreement;

Section 1. Deposit in the Costs of Issuance Fund.

The Escrow Agent has created on its books a special trust fund and escrow fund to be known as the Costs of Issuance Fund. The Escrow Agent agrees that upon receipt it will deposit to the credit of the Costs of Issuance Fund Account the sum of \$_____ to pay those costs of issuance set forth on Exhibit A. Such deposit, all proceeds therefrom, and all cash balances on deposit therein shall be the property of the Costs of Issuance Fund to pay those costs of issuance set forth on Exhibit A upon receipt of invoices. If any of the \$_____ deposit allocated for costs of issuance for the Bond remains unspent on _____, 2021, the Escrow Agent shall transfer such unspent amount to the City, and this Agreement shall be deemed fully performed and terminated.

Section 2. Investments.

The Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder.

Section 3. Limitation on Liability.

The liability of the Escrow Agent to transfer funds for the payment of the costs of issuance identified herein shall be limited to the proceeds of the Bond delivered to the Escrow Agent.

Section 4. Compensation.

The City shall pay to the Escrow Agent fees for performing the services hereunder and under the Escrow Agreement for the expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement and the Escrow Agreement pursuant to the terms of the Fee Schedule attached as Exhibit B. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against funds held under the Escrow Agreement for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses as Escrow Agent or in any other capacity.

Section 5. Notice.

Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the City or the Escrow Agent at the address shown on Exhibit A to the Escrow Agreement.

Section 6. Washington Law Governs.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the state of Washington.

EXECUTED as of the date first written above.

**CITY OF VANCOUVER,
WASHINGTON**

Treasurer

U.S. BANK NATIONAL ASSOCIATION

as Authorized Signer

Exhibit A - Costs of Issuance Schedule
Exhibit B - Fee Schedule

EXHIBIT A

Costs of Issuance

Bond Counsel Fee (K&L Gates LLP)

Escrow Agent Fee (U.S. Bank)

Escrow Verification Fee (_____)

Placement Agent Fee (Piper Sandler)

Total: \$

EXHIBIT B
FEE SCHEDULE

See Attached

CERTIFICATE

I, the undersigned, City Clerk of the City Council, of the City of Vancouver, Washington (the “City”) and keeper of the records of the City Council (the “City Council”), DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. M-_____ of the City Council (the “Ordinance”), duly adopted at a regular meeting thereof held on the 7th day of June, 2021.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the adoption of the Ordinance; that all other requirements and proceedings incident to the proper adoption of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of June, 2021.

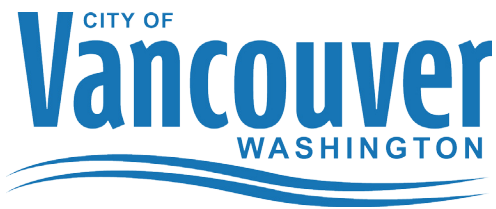
City Clerk

SUMMARY

ORDINANCE NO. M-_____

AN ORDINANCE OF THE CITY OF VANCOUVER,
WASHINGTON, PROVIDING FOR THE ISSUANCE AND
SALE OF AN UP TO \$10,100,000 LIMITED TAX GENERAL
OBLIGATION REFUNDING BOND OF THE CITY AND
DELEGATING AUTHORITY TO APPROVE THE FINAL
TERMS OF SAID BOND.

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



MEMORANDUM

DATE: May 3, 2021

TO: Eric Holmes, City Manager

FROM: Natasha Ramras, CFO
Carrie Lewellen, Treasurer

RE: 2021B Limited Tax General Obligation Refunding Bond

The current market rate environment has created an opportunity for the City to refinance the 2012A outstanding Limited Tax General Obligation (LTGO) Refunding bonds and reduce the future debt support costs. Interest rates continue to be very low. In 2003, the City issued \$18.5 million in LTGO bonds at an interest rate of 4.43% for construction of the Firstenburg Community Center. The callable maturities of the 2003 LTGO bond issue totaling \$14.99 million were partially refunded in 2012. The 2012A LTGO bond issue had an interest rate of 3.26%. The City now has the opportunity to refinance the remaining \$9.805 million of the callable maturities of the 2012A LTGO Refunding bonds, which can be called in September 2021. Their final maturity date is 12/1/2029.

The new refunding bond issue will be named the 2021B LTGO Refunding bond. A total of up to \$10.1 million is anticipated to be issued to refund the \$9.8 million of the callable maturities of the 2012A LTGO Refunding bond issue. The 2021B LTGO Refunding bond is anticipated to have an interest rate of approximately 1.35%. By refunding this bond issue the City will realize approximately \$980,000 in future debt service savings, estimated at approximately \$120 thousand per year. Debt service payments are currently supported by revenue received by the Real Estate Excise Tax (REET) 1 fund 133.

Staff recommends selling the 2021B LTGO bond through private placement with a financial institution rather than a public offering. Piper Sandler & Company has been selected as the City's agent for this bond issue. Acting as such, it will request competitive bids for the new refunding bond issue after Council authorization. K & L Gates, LLP is representing the City as bond counsel.

On May 24, 2021, the bond ordinance will be presented to Council on the consent agenda. The public hearing and approval is scheduled for June 7, 2021. If approved by Council, Piper Sandler & Company will request bids from financial institutions which will be due in late June 2021. The City will select the purchaser and lock in rates in early July. Bond counsel will then finalize the legal documents by late July. The bond issue is anticipated to close in early September 2021.

If you have any questions regarding this bond issue, please contact Natasha Ramras at Natasha.ramras@cityofvancouver.us, or Carrie Lewellen at carrie.lewellen@cityofvancouver.us.

Renaissance Boardwalk Development Agreement

VANCOUVER
CITY HALL



June 7, 2021

City Council Public Hearing

Chad Eiken, Director
Community and Economic Development

Presentation Overview

- Orientation to Project Site
- Project Scope
- Site Plan Drawings and Conceptual Renderings
- Proposed Development Agreement Terms
- Prior Council Feedback
- Recommendation
- Questions and Discussion



Project Site (2.03 acres)

Old Apple Tree Park

Project Scope

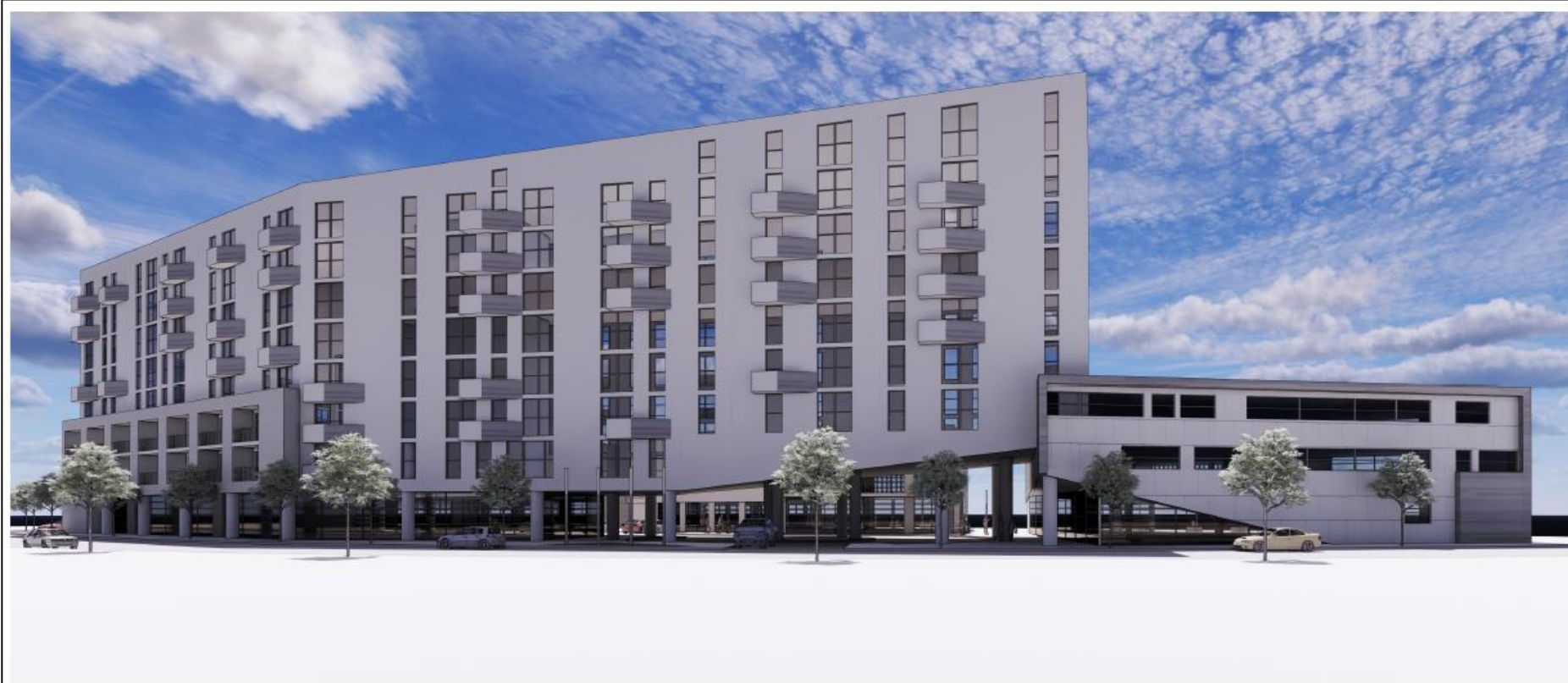
- One 8-story residential building at north edge of property with 190-220 units above 16,000 square feet of ground floor retail space
- Three 3-story buildings of up to 140,000 sf for office, retail and ground floor restaurant space (7-8 restaurants)
- 12 surface parking spaces and a 304-space underground garage
- Construction of a public boardwalk along the top of the shoreline wall to connect to existing trails on the east and west ends of the property
- Outdoor restaurant seating separated from the public boardwalk
- Project to be built in one phase

Project Scope (continued)

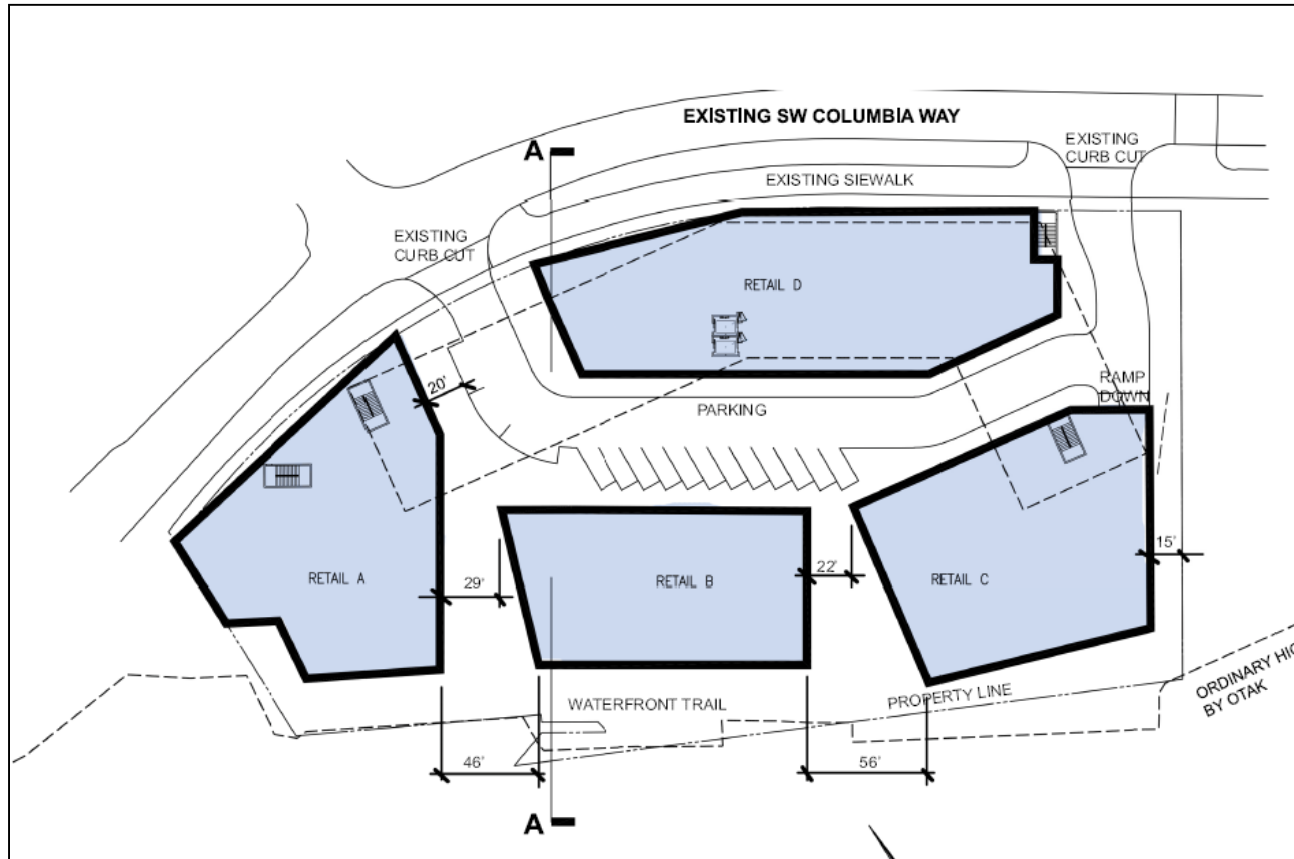
- Removal of two existing restaurant buildings
- Removal of city-owned wooden pier which is in disrepair and closed
- Retention of shoreline wall but removal of signage



Conceptual Rendering – Looking South



Site Plan – Ground Floor



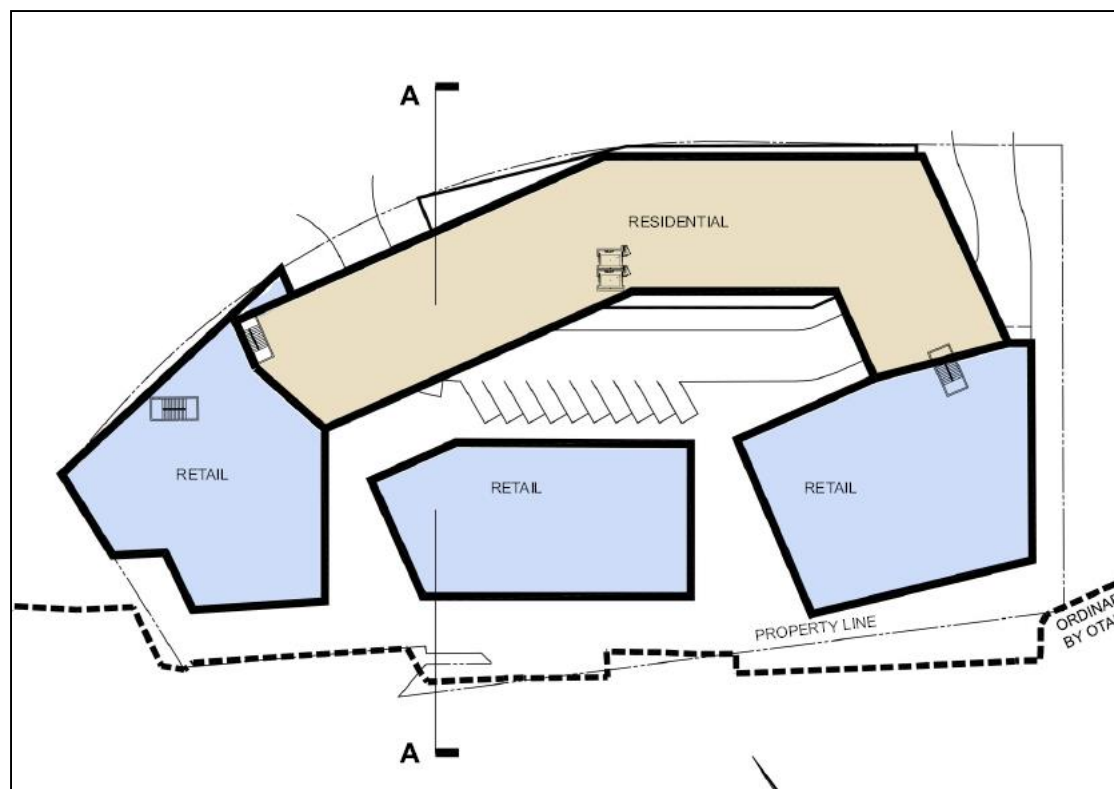
RETAIL	
RETAIL A	37,600 SF
RETAIL B	30,000 SF
RETAIL C	38,400 SF
RETAIL D	16,000 SF
RETAIL SF TOTAL	<u>122,000 SF</u>

RESIDENTIAL	
7 FLOORS ABOVE RETAIL	
GROSS SF / NET SF	183,000 SF / 150,000 SF
UNITS	200@750 SF

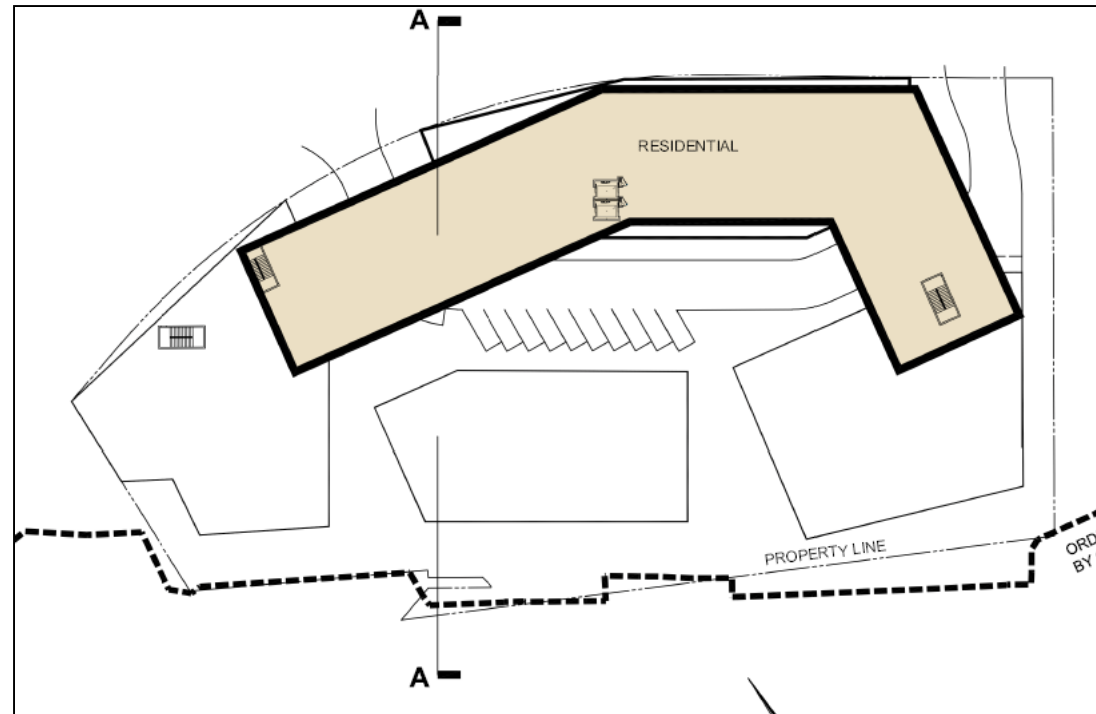
PARKING	
GRADE	15 SPACES
B1 SURFACE	79 SPACES
B1 DOUBLE STACKER	30 SPACES
B1 TRIPPLE STACKER	<u>200 SPACES</u>
TOTAL	<u>324 SPACES</u>

PARKING REQUIRED	322
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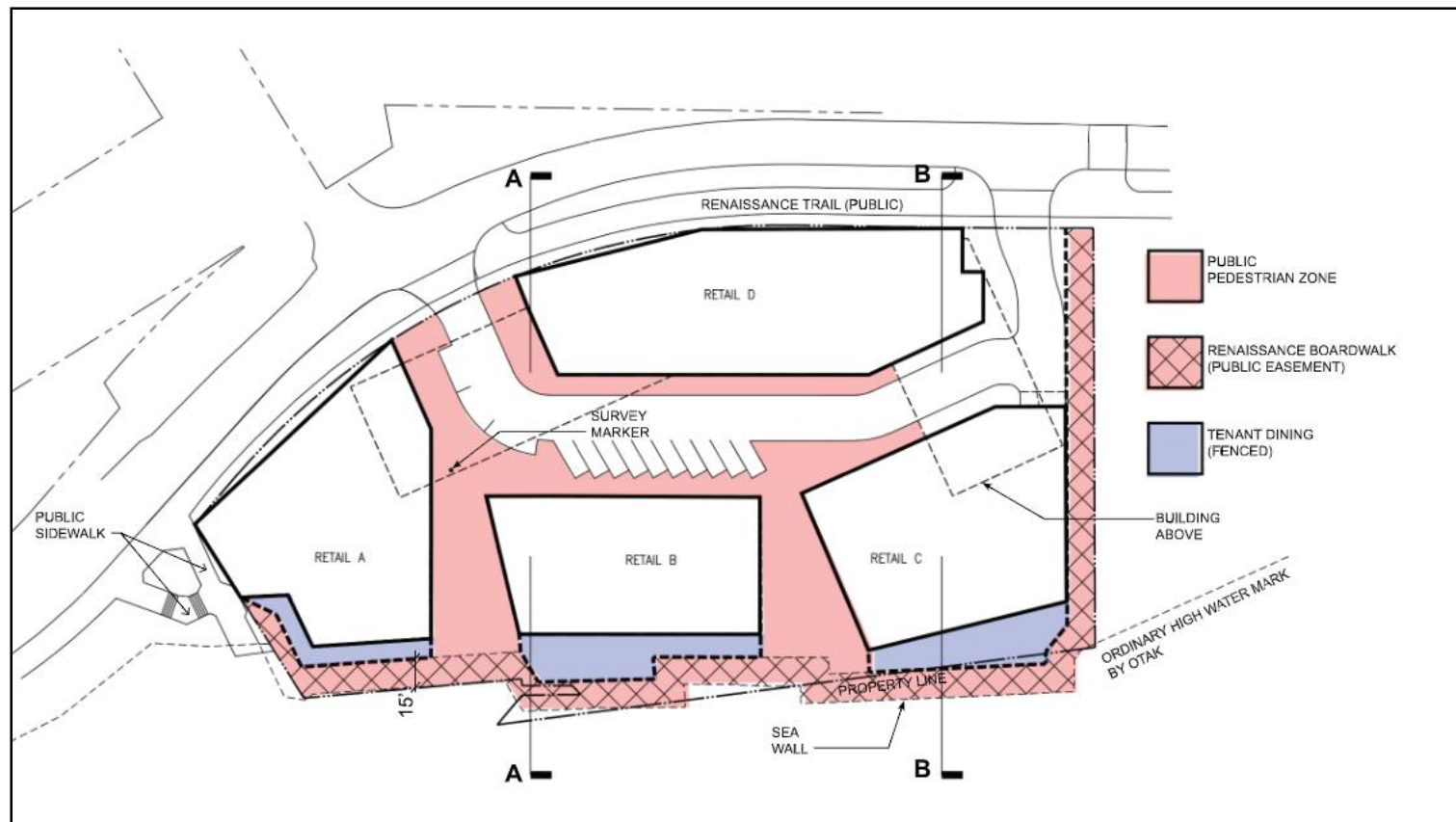
Site Plan - Floors 2-3



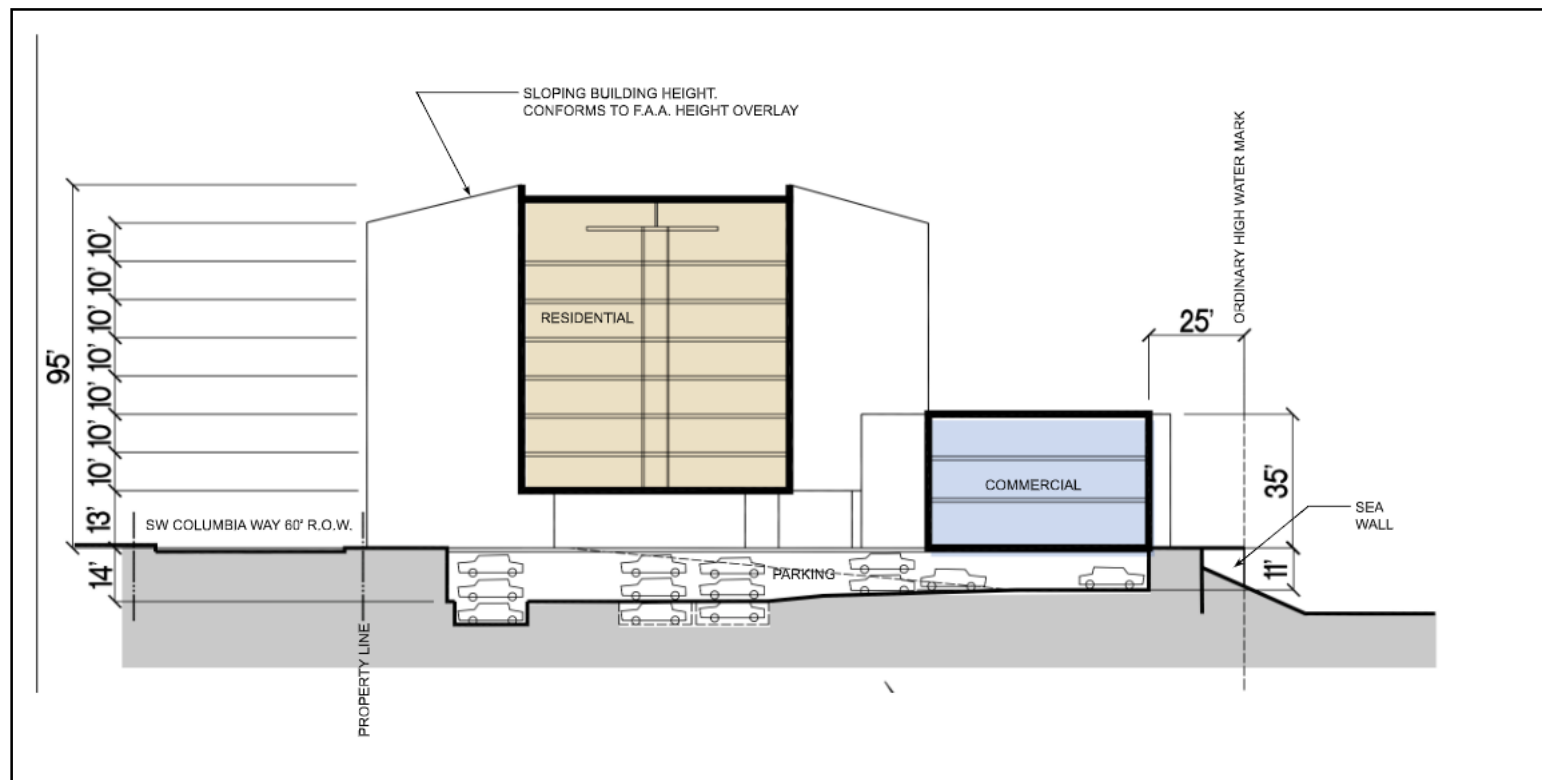
Site Plan - Floors 4-8



Site Plan – Pedestrian Zones



Building Cross-section



Conceptual Rendering – Looking Northeast



Conceptual Rendering – Looking Northwest



Conceptual Rendering – Boardwalk



Conceptual Rendering – Boardwalk



Conceptual Rendering – Columbia Way (1)



Conceptual Rendering – Columbia Way (2)



Conceptual Rendering – Columbia Way (3)



Proposed Development Agreement Terms (cont.)

- Project will be constructed as described in the agreement and exhibits
- Duration: 10 years with an option to extend by up to 3 years
- Project to vest to use and zoning standards (not building or engineering) in effect at time of D.A. approval, for the term of agreement
- Project shall be vested with P.M. peak hour trips from traffic study
- Developer entitled to use two driveway curb cuts onto Columbia Way
- Project shall receive Traffic Impact Fee Credits for 109 peak PM trips generated by the two existing restaurants, once the buildings have been demolished

Proposed Development Agreement Terms

- All vertical development to meet energy and sustainability standards of a) LEED Silver or better, b) Earth Advantage Commercial, or c) Green Globes certification; City shall review documentation to confirm project meets relevant standards for certification; certification not required, however
- Sustainability measures shall include:
 - native and low-water/drought tolerant plantings;
 - minimum of 4 electric vehicle charging stations;
 - use of mechanical parking stackers;
 - shoreline mitigation to include habitat enhancement

Proposed Development Agreement Terms (cont.)

- City Council has approved an expansion of the MFTE area and has retained the 8-year market rate option in the program: In the D.A., City agrees to favorably consider the removal of pier as a public benefit for meeting market rate option
- Developer will construct a 15-foot wide boardwalk across the property (east to west) along the shoreline wall, to connect to existing walkways at both ends
- Developer agrees to record a non-revocable public access easement over the boardwalk subject to reasonable rules to be approved by City

Proposed Development Agreement Terms (cont.)

- Design of boardwalk and associated features including lighting, benches, etc. to be approved by Parks Department
- Dining and seating areas shall be separated from the public walkway using a fence, cables, or other measures approved by the Parks Department
- City to grant a construction easement so boardwalk can be connected to City trail along West side of property to ADA standards; CPU permission needed
- Following issuance of development approvals, Developer agrees to demolish existing city pier/boardwalk at no cost to City, subject to any agency permits and conditions

Proposed Development Agreement Terms (cont.)

- Building height of apartments between 85'-100', subject to FAA approval
- Developer to remove existing signage from bulkhead wall; no new signage will be placed on wall
- A historically significant survey feature is associated with the property which Developer agrees to either preserve or memorialize:
 - Location of the Witness Tree, the first survey corner monument in WA State (SW corner of the Fort Vancouver Military Reservation, the SE corner of the Amos Short Donation Land Claim and the SE corner of the original Townsite of Vancouver
 - Tree was alive when Lewis and Clark landed in this location in 1805; tree fell over into the Columbia River in 1909

Proposed Development Agreement Terms (cont.)

- City will provide System Development Charge (SDC) credits to Developer for existing restaurants when demolished: a) water credits = \$37,760; b) sewer credits = \$92,246.67 which may be used toward new building SDCs
- Developer shall pay proportionate share fee for planned improvements to intersection of Columbia House Boulevard and Grove Street/SR-14 for 18 A.M. peak hour trips at \$600 per trip generated by the project
- Developer agrees to not vest project to future environmental and climate action-related development standards that are adopted before land use permits are submitted
- Project schedule with target submittal and completion dates (Exhibit G)

Developer-Proposed MFTE Public Benefits

- Public benefits/improvements proposed by Developer to qualify for the market rate multi-family tax exemption request require further negotiation (subject to further negotiation with City)
 1. Installation of five interpretive kiosks along the Renaissance Trail to tell the history of the area – will be reviewed by City's DEI Director
 2. Demolition and removal of City wooden pier structure in Columbia River which is in state of disrepair and has been closed to the public
 3. Public art commemorating Witness Tree which was on the site until 1909; Arts Commission
 4. Preservation and “showcasing” of first survey monument in Washington
 5. Reconstruction of connections to City Renaissance Trail to ADA standards at east and west ends of boardwalk trail

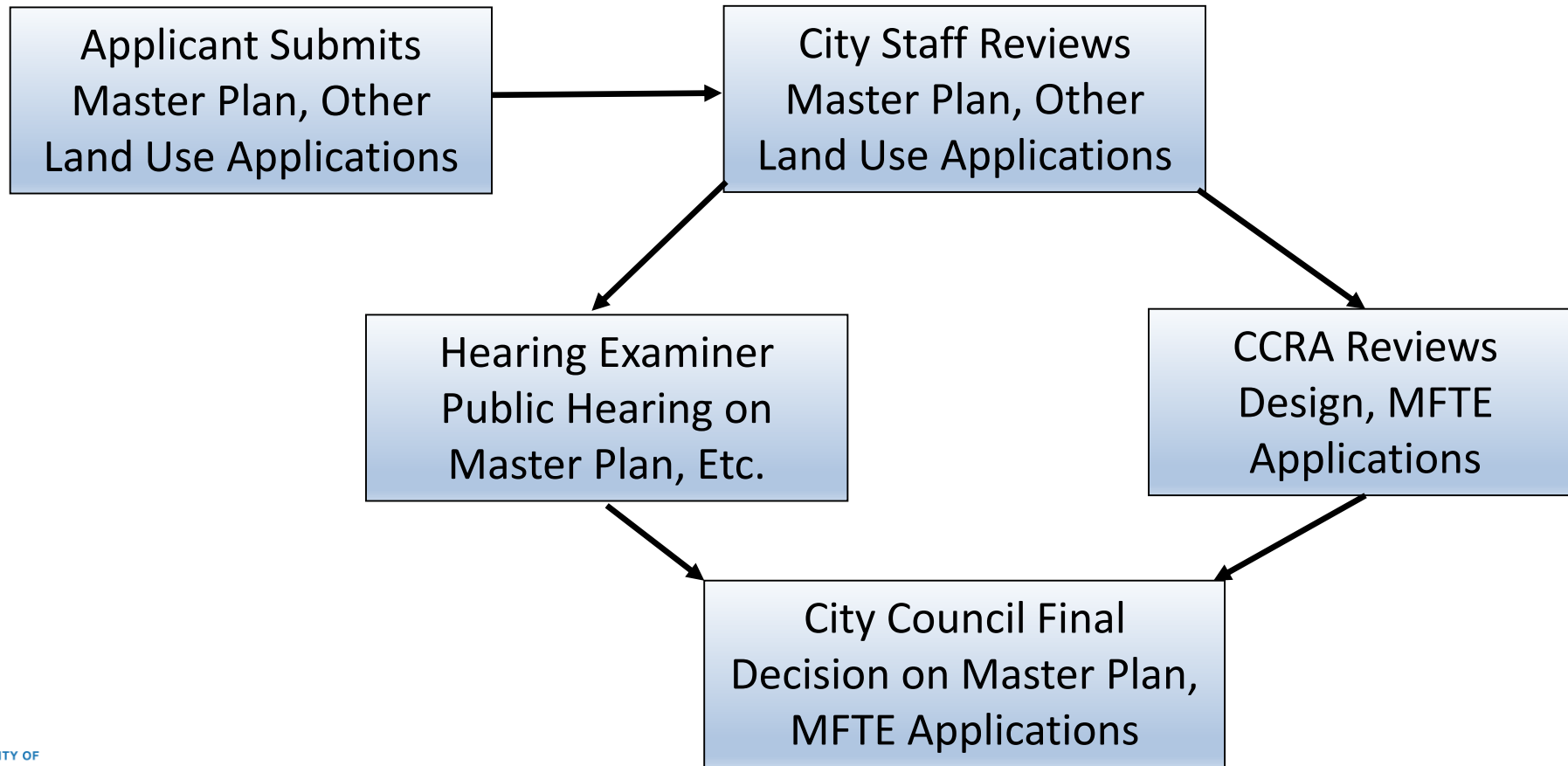
Prior Public Review

- 8/17/20 Council Workshop (D.A.)
- 2/22/21 Council Workshop (MFTE Changes)
- 3/8/21 Council First Reading (MFTE Changes)
- 3/15/21 Council Public Hearing (MFTE Changes)
- 3/22/21 Council Workshop (D.A.)
- 4/15/21 City Center Redevelopment Authority (D.A.)

Prior Council Feedback

- *Enhance sustainable features where possible – concern that LEED Silver is a lower level.* Applicant's response: LEED Silver is the second tier of possible certifications (out of four), is the level that applies to the Columbia Waterfront, and would require substantial additional investment in sustainable features and practices. A list of criteria for obtaining this designation has been provided to show the types of features that will be incorporated.
- *What will the pedestrian experience be like along Columbia Way? The height and close proximity of the buildings are a concern.* Applicant's response: The buildings will be close to the street, like in the downtown, but will have windows, articulation, and landscaping. An artist's rendering of the pedestrian views in this area has been submitted for Council's information.

Review Process Following D.A. Approval

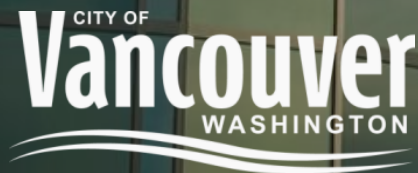


Recommendation

- On April 15, 2021, the City Center Redevelopment Authority reviewed the draft development agreement
- CCRA expressed support for the D.A. which will ensure the redevelopment plan will be implemented as proposed
- The CCRA voted unanimously to recommend that Council approve the development agreement as proposed

Questions and Discussion

VANCOUVER
CITY HALL



Chad Eiken, CED Director
(360) 487-7882 chad.Eiken@cityofvancouver.us



Staff Report 083-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/7/2021

SUBJECT Renaissance Boardwalk Development Agreement

Key Points

- Kirkland Development proposes to redevelop 2.03 acres of property on the Columbia River, immediately east of the I-5 Bridge for a high density, mixed use project.
- Project will include 7-8 restaurants and office space (up to 140,000 square feet) and an 8-story tower with up to 220 apartments above an underground parking garage.
- The two existing restaurant buildings would be removed, and the developer will reconstruct a 15-foot wide shoreline boardwalk which will connect with the Renaissance Trail at both ends of the property and record a non-revocable public easement to ensure public access.
- The developer will obtain permits and demolish the City's dilapidated wooden boardwalk, which has been closed due to safety concerns for a number of years, at their expense.
- The development agreement sets forth the terms and conditions that will apply to the development, including vesting the project to development regulations in effect at the time of the approval of the agreement, for a period of 10 years.
- If the development agreement is approved by Council, the developer will be required to apply for a master plan approval under VMC Title 20 and has indicated intent to seek a market-rate multi-family tax exemption. These are two applications that will both require separate future action by the City Council.

Strategic Plan Alignment

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

Objective 7.1: Support redevelopment of the Columbia River waterfront.

Action 7.1.3: As opportunities arise, acquire and develop additional trail easements and access points to the river.

Present Situation

Kirkland Development has an option to purchase a 2.03-acre parcel on the Columbia Waterfront immediately east of the I-5 Bridge and is proposing to redevelop the property for a high density mixed use project.

The subject property is located south of SE Columbia Way and existing improvements include two restaurant buildings (Who Song and Larry's and former Joe's Crab Shack) and two surface parking lots with two driveways onto SE Columbia Way. The property has approximately 430 feet of frontage along the Columbia River and a tall concrete bulkhead wall extends along most of the shoreline frontage.

The City owns a wooden "fishing pier" structure along the west 130 feet of property but this structure has fallen into disrepair and has been fenced off by the City due to safety concerns. A narrow pedestrian path exists along the top of the shoreline wall south of the restaurants but access to the pathway has been restricted from the west due to the closure of the pier structure. The City's Waterfront Renaissance Trail is located north of the property along Columbia Way. A pedestrian crossing exists at the northeast corner of the property to the Old Apple Tree Park. The property to the east of the project site is owned by the National Park Service and has a small surface parking lot, pedestrian pathways, and lawn area.

Kirkland intends to redevelop the site following removal of the two restaurant buildings for a large mixed use project, with an 8-story residential tower above four retail and restaurant buildings, with underground parking and outdoor eating areas and reconstruction of a 15-foot wide public pedestrian boardwalk from along the top of the existing shoreline wall.

The proposed development agreement provides certainty to the Developer that certain development standards will apply to the project, certain system development charge credits and transportation impact fee credits will be made available to the project. The development agreement provides the City with certainty that the project will be constructed as proposed, the public walkway along the shoreline will be reconstructed, the wooden fishing pier, which has been closed, will be removed by the Developer, and sustainable design features will be incorporated.

City Council has been briefed on the project at two previous workshops, and recently extended the boundaries of the City's Multi-Family Tax Exemption Program to include the subject property. The Developer intends to utilize the 8-year Market Rate Tax Exemption option under a separate request, and subject to a requirement to provide one or more substantial public benefits.

The City Center Redevelopment Authority reviewed the proposed development agreement on April 15, 2021, and unanimously recommended that City Council approve the agreement as drafted.

Advantage(s)

1. Facilitates the redevelopment of over two acres of waterfront property for high density mixed uses, including housing and waterfront enjoyment uses
2. Provides certainty for the developer regarding regulations that will apply to the project, and to the City that the project will be built as proposed
3. Expands the private investment in revitalizing Vancouver's waterfront to east of the I-5 Bridge.

Disadvantage(s)

None identified.

Budget Impact

None.

Prior Council Review

- August 17, 2020 Council Workshop
- March 22, 2021 Council Workshop

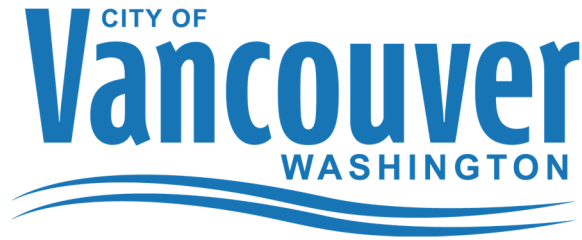
Action Requested

Subject to public hearing, adopt a resolution approving the development agreement between the City and Kirkland Development LLC for the Renaissance Boardwalk project.

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

ATTACHMENTS:

- ▢ Powerpoint Presentation
- ▢ Summary of Development Agreement
- ▢ Resolution
- ▢ Development Agreement
- ▢ Draft CCRA Minutes 15April2021
- ▢ LEED Silver Features



SUMMARY

TO: Mayor and City Council

FROM: Chad Eiken, CED Director

DATE: June 7, 2021

SUBJECT: Summary of Renaissance Boardwalk Development Agreement

This memo summarizes the background and substantive elements of a proposed Development Agreement (DA) for the Renaissance Boardwalk (formerly Kirkland East) project to facilitate the construction of a high density apartment building with structured parking and ground floor retail and four three separate retail/restaurant buildings by Kirkland Development, Inc.

Background

Kirkland Development has an option to purchase a 2.03 acre parcel on the Columbia Waterfront immediately east of the I-5 Bridge and is proposing to redevelop the property for a high density mixed use project.

The subject property is located south of SE Columbia Way and existing improvements include two restaurant buildings (Who Song and Larry's and former Joe's Crab Shack) and two surface parking lots with two driveways onto SE Columbia Way. The property has approximately 430 feet of frontage along the Columbia River and a tall concrete bulkhead wall extends along most of the shoreline frontage.

The City owns a wooden "fishing pier" structure along the west 130 feet of property but this structure has fallen into disrepair and has been fenced off by the City due to safety concerns. A narrow pedestrian path exists along the top of the shoreline wall south of the restaurants but access to the pathway has been restricted from the west due to the closure of the pier structure. The City's Waterfront Renaissance Trail is located north of the property along Columbia Way. A pedestrian crossing exists at the northeast corner of the property to the Old Apple Tree Park. The property to the east of the project site is owned by the National Park Service and has a small surface parking lot, pedestrian pathways, and lawn area.

Project Description

The development plan for the Project, attached to the D.A. as Exhibit E ("Development Plan"), identifies certain development elements of the Project. The development elements of the Project include the following: Developer will construct four (4) buildings totaling approximately 305,000 square feet. Buildings A, B, and C shown on the Development Plan will include seven (7) to eight (8) restaurants and eateries, with sidewalk cafes separated from the boardwalk by fencing or boundary markers, and retail space on the first floors, tasting rooms and medical offices on the second floors, and medical and other offices on the third floors. Building D shown on the Development Plan will include approximately 11,500 square feet of retail space on the first floor and 195,000 square feet of residential space on floors two (2) through eight (8).

Developer will also construct a boardwalk covering the length of the Developer Parcel along the shoreline bulkhead wall on the north bank of the Columbia River. Onsite parking will consist of fifteen (12) surface parking spaces and three hundred nine (304) underground parking spaces, which will include 242 mechanical stacker spaces. Additional Project details will be provided by Developer in the Master Plan application submittal.

Summary and Analysis of Draft Renaissance Boardwalk D.A.

Below is a brief description of each section of the draft DA, followed by staff comments.

Section 1 Nature of This Agreement. Describes that the D.A. is a contractual agreement between City and Developer pursuant to applicable state and local laws.

Section 2 Effective Date and Duration of Agreement. The agreement will not become effective until City Council has approved it. The effective date of the agreement is the date of the approval by the City Council. City and Developer agree to vigorously resist any appeal and City agrees to reasonably defend its approval if appealed. The duration of the agreement will be for a period of ten (10) years with an option to extend it by a period of up to three (3) years. Force majeure language is included to automatically extend the agreement for a number of circumstances that would be outside of the control of the Developer.

Section 3 Project Site. With the exception of removal of the pier structure and reconstruction of the west pedestrian connection to the Renaissance Trail to ADA standards, all construction is planned on the subject to property. Upon execution of the development agreement, Developer will complete its acquisition of the Developer Parcel. A lease of certain shoreline

lands may be required from Washington Department of Natural Resources (DNR) and the D.A. contemplates that if required, the Developer will obtain such a lease.

Staff Comment: Development agreements always include a description of the property. There will need to be permissions given by WA State DNR and the City for any work that occurs on their property.

Section 4 Development Plan. This section states that approval of the D.A. is not to be construed as a land use approval (which will be a separate action). The project will be constructed in a single phase, and a project schedule with target dates for land use and building permit submittals, permit approvals, start of construction, and anticipated completion will be attached to the D.A. as Exhibit G.

This section further describes the specific scope of the proposed uses as follows: 1) no less than 115,000 square feet and no more than 140,000 square feet of retail, restaurant and office uses, up to a height of 35 feet; 2) no fewer than 200 residential units and no more than 220 units, comprising not less than 205,000 square feet, up to a height above ground level or as allowed by the FAA; 3) open space areas as shown on Exhibit H; and 4) other uses allowed in the CX zoning district. No crane used in the construction of the project shall at any time penetrate the Pearson Field Runway 8 Part 77 approach surface as determined by the FAA.

A section on sustainability states that all vertical development shall, at a minimum, meet the equivalent of one of the following sustainability certification programs:

- Equivalent of a Leadership in Energy Efficiency and Design (LEED) silver standard or better, as published by the U.S. Green Building Council on or before October 19, 2013 (LEED v4); or
- Earth Advantage Commercial Certificate; or
- Green Globes Certification; or
- Other equivalent sustainable design standard reasonably acceptable to the City that complies with the currently adopted International Building Code, or as approved by other applicable City decision-making authority.

While formal certification is not required, Developer shall submit documentation to the City Planning Official that demonstrates that the project meets the requisite standards for such certification, which shall be approved by the City prior to issuance of a certificate of occupancy.

Sustainable site features that the Developer commits to providing include:

- On-site landscaping consisting, as much as possible, of native/adaptive and low-water/drought tolerant plantings;
- Electric vehicle charging infrastructure or stations within the parking garage or in the surface parking area;

- On-site parking in a parking structure using state-of-the art stacking equipment to accommodate the required off-street parking within a smaller footprint; and
- Enhancement of the deteriorated shoreline using native plantings and creation of shallow water habitat, to be detailed in the Site Plan Application.

Additionally, the Developer has agreed to language in the D.A. that specifically states that the project will be subject to any environmental or climate action standards adopted by Council before a complete land use application is submitted.

Section 5 Land Use Approvals. This section states that applications for required land use approvals will be submitted in June of 2021 and that applications and plans must be consistent with the provisions of the D.A. A list of likely land use approvals is included. Developer agrees to vigorously pursue all required permits and approvals.

Developer acknowledges that the Department of Ecology issues the final decision on any shoreline variance and conditional use permit.

If the land use application is appealed, City agrees to reasonably defend its approval.

Staff Comment: This language is typical in development agreements.

Section 6 Vesting The project shall be vested under the current use, design standards, urban services capacities (including transportation capacity allocations) until 2031 unless the D.A. is terminated before such date.

A traffic study was prepared for the project by Charbonneau Engineering, and will be an exhibit to the D.A. The study describes the total number of Peak PM vehicular trips anticipated and the D.A. will vest the project to that number of Peak PM trips for the term of the agreement.

Additionally, the project will receive Traffic Impact Fee credits for 109 peak PM trips that the two restaurant uses generate, and these credits will be made available by the City when each restaurant is demolished, and such credits may be applied to future development on the site.

Staff Comments: Vesting to development standards in effect at the time of the D.A. approval provides certainty to the developer what the rules will be for developing the site, particularly in regard to land uses and zoning standards as well as available vehicle trip capacity. Such vesting will not apply to engineering or building codes, however. This vesting language is fairly standard in development agreements.

Section 7 Termination Based on Condition Subsequent. This section describes the conditions under which the D.A. may be terminated by the Developer, City, or both. For example, the agreement may be terminated if the Developer fails to obtain final development approvals,

is unable to obtain a leasehold easement from WA State DNR, Developer fails to diligently and in good faith pursue City approvals, etc.

Section 8 Additional Project Requirements. Section 8.1 states that the City Council will consider Developer's request for the Property to be brought into the Multi-Family Housing Tax Exemption Program and that the eight (8) year market rate option will be retained and available to this project.

Staff Comment: This section needs to be updated to reflect that the City Council has amended the boundary of the downtown MFTE area to include this site and this is now in effect. The market rate option is still available, and the project would need to meet enhanced requirements regarding provision of public amenities to qualify for this option.

This section also describes the minimum requirements regarding the proposed Renaissance Boardwalk along the shoreline, which will be constructed by the Developer.

- Foundations of the three retail buildings will be no closer than 15 feet to the boardwalk in any location to allow for a minimum 15 foot wide public pathway.
- The boardwalk shall be owned and maintained by the Developer.
- The public path will connect to the National Park Service property to the east, the City's Waterfront Renaissance Trail to the northeast and west ends of the site.
- City agrees to grant Developer a construction easement to reconstruct the westerly concrete path which currently does not meet ADA standards.
- Developer will grant a non-revocable public easement across the boardwalk area of at least 15 feet in width, and no encroachment by dining or other features except for benches, lighting, garbage cans is allowed.
- Developer agrees to demolish the City's pier structure at their sole expense and following any required agency permits once the development approvals for the project have been issued.
- Developer agrees to remove the signage from the bulkhead wall and agrees to not install any signs on the wall in the future
- City agrees to "favorably consider" the removal of the pier as a public benefit for the purposes of meeting the MFTE market rate option requirements.
- The property is the site of the first survey marker in the State of Washington and a famous feature, the Witness Tree, which reportedly existed on the site when Lewis and Clark journeyed past Vancouver. The Developer plans to reinstall the survey marker prominently and to commission a sculpture that represents the Witness Tree and will maintain the survey marker in good condition.

- The development will send 18 Peak AM vehicle trips through the intersection of SE Columbia House Boulevard at SE Grove Street at the SR-14 Exit, which will be improved to increase capacity. Developer agrees to pay its proportionate share of \$600 per trip toward the improvements and may apply remaining TIF credits to pay the fee.
- City agrees to give Developer credit for the water and sewer capacity used by the two restaurants toward new system development charges (SDCs) in the amount of \$37,760 (water credits) and \$92,246.67 (sewer credits). Such credits may be applied to any building or parcel in the project.

Staff Comments: This section contains some of the most substantive elements of the agreement. The public pedestrian way (boardwalk) and payment for impacts to the off-site intersection would be required by the development approvals anyway, and the credits for impacts to the transportation and utilities from existing uses are allowed by city code, so these elements would not necessarily require a D.A. The proposed removal of the dilapidated City pier is not something that could be required by the development approvals, and so it is viewed by staff as an “extra” benefit to the City which would otherwise need to repair it or tear it down, at taxpayer expense. Similarly, the proposed artwork to commemorate the historic Witness Tree and survey marker is seen as a public benefit.

Section 9 General Provisions. This section generally contains the legal “housekeeping” language of the D.A., such as:

- Waiver. The failure of either party to require performance of any provision of the agreement does not limit party’s right to enforce the provision;
- Prior Agreements. Confirms that the agreement is the entire, final and complete agreement.
- Notices. Spells out who in each party shall be assigned to receive any notices under the agreement.
- Applicable Law, Venue. The Agreement is entered into in the State of Washington, so the laws of the state of Washington shall be used in construing the terms of the agreement and enforcing the rights and remedies of the parties.
- Attorneys’ Fees. In the event of litigation, the prevailing party is entitled to recover its litigation costs, disbursements, paralegal fees, expert fees, and attorneys fees.
- Brokerage Commissions. States that no real estate broker was used in connection with the agreement.
- Invalid Provision. States that if any provision of the agreement is found to be illegal, invalid, or unenforceable, that provision shall be severable and the agreement shall remain in force.

- Time. States that time is of the essence.
- City Inspection Rights. City shall be entitled at any reasonable time to come upon the project site for purposes of inspecting the project for purposes of determining compliance with the Agreement.
- Defined Terms. States that any term that is capitalized and is not the first word in a sentence is a defined term and shall have the meaning given to it when first used in the agreement.
- Exhibits. All exhibits are an integral part of this Agreement.
- Assignment. Neither party may assign its respective rights or obligations under the agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- Amendment. Any amendment to the agreement must be in writing and signed by both parties.
- Binding Agreement. The agreement shall inure to the benefit of and be binding on the parties and their respective successors.

Exhibits

Exhibit A: Legal Description of the Developer Parcel

Exhibit B: Developer Parcel Survey

Exhibit C: Pier Property

Exhibit D: Proposed Public Benefits (for MFTE Public Benefit Requirement)

Exhibit E: Development Plans

Exhibit F: Leased Property

Exhibit G: Project Schedule

Exhibit H: Open Spaces and Pedestrian Ways

Exhibit I: Traffic Impact Analysis

Staff Recommendation

The proposed project is prominently located at the major gateway to Washington State and Vancouver, and has the potential to contribute significantly to the vibrancy and activity along the Columbia Waterfront, with more restaurants, public access to the shoreline, and opportunities

for living near the water and downtown. In addition to the specific benefits to the City from removal of the waterfront pier which is in significant disrepair, reconstruction of a sidewalk connection to ADA standards, and proposed public access and artwork, the project will improve the appearance of the site and will be a major private investment in a site that has been overlooked for quite some time.

Staff recommends CCRA recommend approval to the City Council of the proposed Development Agreement for Renaissance Boardwalk, provided Kirkland returns to the CCRA for a review and approval of the final architectural design of the buildings, prior to any building permit issuance. Additionally, staff notes that Kirkland intends to apply for an 8-year market rate multi-family tax exemption for the residential units, but since an application has not been submitted, review and approval of this request will need to be addressed at a future date, and will include details regarding a proposed public amenity or amenities under the requirements of the 8-year abatement program.

CCRA Development Subcommittee Recommendation

On April 1, 2021 the CCRA Development Subcommittee met to discuss the draft DDA. Directors Ewing and Krippaehne were in attendance. Following a discussion of the project, CCRA Development Subcommittee reached consensus to forward a recommendation of approval to the full board at their April 15th meeting. The Developer understands that further review by CCRA of the building design and forthcoming MFTE request will be needed before construction can commence.

Attachments:

- Draft Development Agreement

06/07/21

RESOLUTION NO. M_____

A RESOLUTION approving a development agreement with Kirkland Development, LLC for an approximately two-acre parcel located east of Interstate 5 and south of SE Columbia fronting along the Columbia River.

WHEREAS, Kirkland Development, LLC (Developer) has the right to acquire ownership of an approximately 2.03-acre parcel of land east of Interstate 5 and south of SE Columbia Way, fronting the Columbia River (Developer Parcel); and

WHEREAS, the City owns certain parcels of land adjacent to the Developer Parcel; and

WHEREAS, the Developer intends to build a single-phase redevelopment project (Project) that seeks to achieve the development goals of the City; and

WHEREAS, in order to further the development goals of the City and to thereby achieve the public benefits of this redevelopment, the City is willing to assist with the related infrastructure improvements so that the Project; and

WHEREAS, the Project will provide considerable benefits to the community and the general public including but not limited providing enhanced public access to the Columbia River and is consistent with the City's Strategic Plan goals and objectives to provide walkable, vibrant commercial areas; and

WHEREAS, in order for the City to determine if the Developer's plans for the Project further the goals of the City, and in order for the Developer to obtain the necessary predictability about what design and regulatory standards will apply to the development of the Project, Developer and City desire to enter into this Renaissance Boardwalk Development Agreement ("Agreement"); and

RESOLUTION - 1

WHEREAS, the intent of this Agreement is to establish the Development Plan and the design standards provided for in this Agreement as the framework for the future development approvals required for the Project as described below; and

WHEREAS, the parties desire to enter into this Agreement in order to establish a collaborative framework to achieve the development goals of the City, and to provide certain basic commitments so that the parties can proceed with further planning and development activities; and

WHEREAS, the City has the authority to enter into this Agreement pursuant to RCW 36.70B.170(1), and the purposes of this Agreement are consistent with the legislative findings in RCW 36.70B.170(1).

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Agreement, the City and the Developer agree as follows:

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. That the Development Agreement attached hereto as Exhibit “A” is approved.

Section 2. The City Manager is authorized to execute the attached the Development Agreement attached hereto as Exhibit “A” on behalf of the City of Vancouver.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2021.

Anne McEnery-Ogle, Mayor

RESOLUTION - 2

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION - 3

RESOLUTION - 1

**RENAISSANCE BOARDWALK
DEVELOPMENT AGREEMENT**

Between

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

And

**KIRKLAND DEVELOPMENT, LLC,
a Nevada limited liability company**

Dated

_____, 2021

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Exhibits

- A. Developer Parcel Legal Description
- B. Developer Parcel Survey
- C. Pier Property
- D. Proposed MFTE Public Benefits
- E. Development Plan
- F. Leased Property
- G. Project Schedule
- H. Open Spaces and Pedestrian Ways
- I. Traffic Impact Analysis

DRAFT

**RENAISSANCE BOARDWALK
DEVELOPMENT AGREEMENT**

DATED: _____, 2021

BETWEEN: THE CITY OF VANCOUVER,
a Washington municipal corporation (the "City")

AND: KIRKLAND DEVELOPMENT, LLC,
a Nevada limited liability company
2370 E 3rd Loop, Suite 100
Vancouver WA 98661 (the "Developer")

RECITALS

Developer has the right to acquire ownership of an approximately 2.03-acre parcel of land east of Interstate 5 and south of SE Columbia Way, fronting the Columbia River. A description of the property is attached as Exhibit A and a survey of the property is attached as Exhibit B ("Developer Parcel"). The City owns certain parcels of land adjacent to the Developer Parcel, which are described and depicted on Exhibit C ("Pier Property"). The Developer intends to build a single phase redevelopment project (the "Project") that seeks to achieve the development goals of the City.

The Project will provide considerable benefits to the community and the general public and is consistent with the City's goals and objectives to provide walkable, vibrant commercial areas. A summary of the proposed MFTE public benefits that will be provided by the Project is attached as Exhibit D.

In order for the City to determine if the Developer's plans for the Project further the goals of the City, and in order for the Developer to obtain the necessary predictability about what design and regulatory standards will apply to the development of the Project, Developer and City desire to enter into this Renaissance Boardwalk Development Agreement ("Agreement").

The development plan for the Project, attached as Exhibit E ("Development Plan"), identifies certain development elements of the Project. The development elements of the Project include the following: Developer will construct four (4) buildings totaling approximately 305,000 square feet. Buildings A, B, and C shown on the Development Plan will include approximately seven (7) to eight (8) restaurants and eateries, with sidewalk cafes separated from the boardwalk by fencing or boundary markers, and retail space on the first floors, tasting rooms and offices on the second floors, and offices or residential on the third floors. Building D shown on the Development Plan will include approximately 11,500 square feet of retail space on the first floor and approximately 195,000 square feet of residential

space on floors two (2) through eight (8). Developer will also construct a boardwalk covering the length of the Developer Parcel along the shoreline bulkhead wall on the north bank of the Columbia River. Onsite parking will consist of twelve (12) surface parking spaces and three hundred four (304) underground parking spaces, which will include sixty-two (62) underground surface spaces and two hundred forty-two (242) underground stacker spaces. On street parallel parking may be located between SW Columbia Way and the existing sidewalk, if there is sufficient right-of-way width. Additional Project details will be provided by Developer in the Master Plan application submittal. All square footage and parking counts are approximate.

The intent of this Agreement is to establish the Development Plan and the design standards provided for in this Agreement as the framework for the future development approvals required for the Project as described below. The execution of this Agreement by the City expressly does not constitute any quasi-judicial or legislative approvals of the Project.

The parties desire to enter into this Agreement in order to establish a collaborative framework to achieve the development goals of the City, and to provide certain basic commitments so that the parties can proceed with further planning and development activities.

The City has the authority to enter into this Agreement pursuant to RCW 36.70B.170(1), and the purposes of this Agreement are consistent with the legislative findings in RCW 36.70B.170(1).

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Agreement, the City and the Developer agree as follows:

SECTION 1 NATURE OF THIS AGREEMENT

This Agreement is a development agreement authorized pursuant to RCW 36.70B.170 through RCW 36.70B.210 and VMC 20.250.010 through VMC 20.250.050. Accordingly, it is a contractual agreement between the City and the Developer, subject to the City's approval by resolution adopted following a public hearing as provided for in RCW 36.70B.200 and VMC 20.250.050.

SECTION 2 EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 Effective Date.

This Agreement shall not be effective unless and until it is approved by the City Council of the City of Vancouver as provided in Section 1 above, subject to Section 2.2. The "Effective Date" of this Agreement is the date of the approval by the City Council of the City of Vancouver of the resolution adopting this Agreement.

2.2 Effect of Appeal.

In the event that the resolution of the City Council adopting this Agreement is appealed, then this Agreement shall remain effective during the pendency of the appeal or subsequent appeals; however, the obligations of the parties set forth in this Agreement shall be suspended pending the determination and final outcome of any and all appeals. In the event an appeal is filed, the City and the Developer both agree to vigorously resist any appeal. In the event that an appeal results in an outcome that is not an affirmation of the resolution adopting this Agreement, then the City agrees to reasonably defend its resolution adopting this Agreement. The Developer may appeal any such determination until a final judicial resolution of any and all appeals. In the event that any final appeal of the City's resolution does not affirm the resolution adopting this Agreement, then either the City or the Developer may, by written notice to the other, terminate this Agreement within ninety (90) days of the effective date of any such final appeal.

2.3 Duration.

The duration of this Agreement shall be for a period of ten (10) years commencing on the approval of this Agreement by the City Council as provided in Section 2.1 and the expiration of any appeal rights and terminating at the end of the 10th anniversary of such date ("Term"), unless sooner terminated or extended pursuant to the terms of this Agreement. The City shall have the option, with the Developer's consent, to extend the duration of this Agreement for up to three (3) years if development of the Project is proceeding in good faith. Notwithstanding the foregoing, the Term shall be extended by twice the amount of time lost due to the occurrence of any of the following force majeure events that occur prior to the expiration of the Term: (a) war (whether declared or not), armed conflict or the serious threat of the same (including, but not limited to, hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, or extensive military mobilization; (b) civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, or act of civil disobedience; (c) act of terrorism, sabotage, or piracy; (d) plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other restrictions imposed by federal, state, or local governments; (d) compliance with any law or governmental order, rule, regulation, direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, or nationalization; (e) act of God or natural disaster such as, but not limited to, violent storm, cyclone, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tsunami, flood, or damage or destruction by lightning or drought; (f) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, or prolonged break-down of transport, telecommunication, or electric current; (g) general labor

disturbance such as, but not limited to, boycott, strike and lock-out, go-slow, or occupation of factories and premises; and (h) shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Developer.

SECTION 3 PROJECT SITE

3.1 Necessary Components of Project Site.

The parties agree that the following parcels of property or property interests are all of the required components of the "Project Site":

3.1.1 The Developer Parcel described on attached Exhibit A;

3.1.2 To the extent necessary to build the Renaissance Boardwalk (as defined in Section 8.2.1), a leasehold estate in the shoreline and submersible lands along the north bank of the Columbia River owned by the Washington State Department of Natural Resources ("DNR") and described and depicted on attached Exhibit F ("Leased Property").

3.2 Assemblage and Acquisition of Project Site.

With respect to the above components of the Project Site, the parties acknowledge and agree as follows.

3.2.1 Upon approval of this Agreement by the City Council as provided in Section 2.1 and the expiration of any appeal rights, Developer will complete its acquisition of the Developer Parcel.

3.2.2 To the extent necessary to build the Renaissance Boardwalk, Developer shall obtain a twenty (20) year extension of the DNR lease for the Leased Property, with four (4) additional five (5) year extensions. Developer will be the lessee under the DNR lease and will perform all lessee obligations under the extended DNR lease.

SECTION 4 DEVELOPMENT PLAN

4.1 Development Plan.

In reviewing the Development Plan, the City acted in its proprietary capacity as a party to this Agreement and did not act in its regulatory capacity, and the action of the City in reviewing the Development Plan was not a land use approval.

4.2 Preparation of Development Approvals.

Any application for the Development Approvals (defined below) submitted by the Developer for the Project Site shall be consistent with the Development Plan (attached as Exhibit E), the provisions of this Agreement, and provide for the following:

4.2.1 Development of the Project Site shall be conducted in a single phase, consisting of the construction of retail and residential units on the northern portion of the Project Site, construction of restaurant, office, residential, and retail space on the southern portion of the Project Site, construction of underground parking beneath portions of the Project Site, and the construction of the Renaissance Boardwalk. A Project schedule, with

target dates for land use and building permit submittals, permit approvals, start of construction, and anticipated completion, is attached hereto as Exhibit G ("Project Schedule").

4.2.2 Restaurant/Retail/Office Uses: No less than 100,000 square feet and no more than 140,000 square feet, up to a height of 35 feet, unless a height increase is approved through the Shoreline Master Plan review;

4.2.3 Residential Uses: No fewer than 190 residential units and no more than 220 residential units, comprising not less than 180,000 square feet, up to a height of 100 feet above ground level or as allowed by the FAA;

4.2.4 Construction Crane: No crane used in construction of the Project will at any time penetrate the Pearson Field Runway 8 Part 77 approach surface as determined by formal FAA approval;

4.2.5 Open space areas in the general configuration and location identified on Exhibit H; and

4.2.6 Uses otherwise allowed in the CX Zone.

4.3 Sustainable Development

4.3.1 All vertical development shall meet at a minimum, one of the following standards: (a) the equivalent of a Leadership in Energy Efficiency and Design (LEED) silver standard or better, as published by the U.S. Green Building Council on or before October 19, 2013 (LEED v4); (b) the Earth Advantage Commercial certificate; (c) a Green Globes Certification; or (d) other equivalent sustainable design standard reasonably acceptable to the City that complies with the currently adopted International Building Code, or as approved by other applicable City decision-making authority. Formal certification is not required; however, Developer shall submit documentation to the City Planning Official that demonstrates that the project meets the requisite standards for such certification, and the Planning Official shall review and approve the documentation prior to issuance of a certificate of occupancy.

4.3.2 Sustainable site features shall include the following: (a) on-site landscaping consisting, as much as possible, of native/adaptive and low-water/drought tolerant plantings; (b) four (4) electric vehicle charging infrastructure or stations within the parking garage or in the surface parking area; (c) on-site parking in a parking structure using state-of-the art stacking equipment to accommodate the required off-street parking within a smaller footprint; and (d) mitigation of the deteriorated shoreline using native plantings and creation of shallow water habitat, to be detailed in the Site Plan Application.

SECTION 5 **LAND USE APPROVALS**

5.1 **Generally.**

In general, the Developer acknowledges that in order to commence construction of the Project, the Developer will need to submit applications for and obtain the City's approval of the land use reviews described below. The Developer acknowledges that by approving the Development Plan, in its proprietary capacity, the City is not thereby approving applications to be submitted for the following described land use approvals set forth in Section 5.2.1.

5.2 **Required Land Use Approvals.**

5.2.1 The Developer agrees to submit technically complete land use applications to the City for the City approvals listed below ("City Approvals") no later than December 31, 2021. All applications for the City Approvals must be consistent with: (i) the provisions of this Agreement; and (ii) the Development Plan. After submittal of technically complete applications by the date set forth above, the Developer agrees to vigorously pursue the City Approvals. The City Approvals may include, but are not limited to, the following land use approvals: Master Plan approval; Preliminary Plat approval; Site Plan approval; Design Review approval; Level V Tree Plan approval . Shoreline Conditional Use approval; Shoreline Variance approval; Shoreline Substantial Development Permit approval; Archaeology review; and SEPA review

5.2.2 No later than December 31, 2021, Developer agrees to submit to the appropriate state and regional agencies technically complete applications for the following approvals ("Agency Approvals") and vigorously pursue the Agency Approvals: FAA Height Determination; DNR Lease (if needed); Washington Department of Fish and Wildlife (WDFW) approval of in-water work (if needed); Department of Ecology Shoreline Review following City's review and recommendation; Joint Aquatic Resources Permit Application (JARPA); US Army corps of Engineers (USACE) (if needed). The City Approvals and Agency Approvals are sometimes collectively referred to herein as the "Development Approvals."

5.3 **City Regulatory Authority.**

Notwithstanding the City's execution and approval of this Agreement, the City retains its regulatory authority over the City Approvals referred to in Section 5.2.1. The City shall be free to approve, approve with conditions, or disapprove any or all of the City Approvals referred to in Section 5.2.1, based on the applicable criteria for such approvals. Developer understands that the Washington State Department of Ecology issues the final decision on Shoreline Variance and Shoreline Conditional Use applications following a recommendation from the City. In the event the City disapproves an application for a City Approval, then the Developer shall have no claim or cause of action against the City on account of the City's execution of this Agreement.

5.4 Potential Appeals.

5.4.1 In the event that after the City approves any land use applications referred to in Section 5.2.1, a third party appeal of a City Approval is filed, then the City agrees to reasonably defend its approval. The Developer may appeal any such determination until there is final judicial resolution of any and all appeals.

5.4.2 The Development Approvals shall be "Final" upon the earlier of: (i) the issuance of the Development Approvals and the expiration of all appeal periods with no appeal being filed; or (ii) the resolution of all appeals in favor of the Development Approvals, with no further appeal being possible.

SECTION 6 VESTING

The Project shall be vested to and have the right to utilize the following uses, design standards, tax benefits, and urban services capacities, including transportation capacity allocations and mitigation measures, through the earlier of the year 2031, as may be extended pursuant to Section 2.3, or termination of this Agreement, as follows:

6.1 Uses.

All uses allowed as of the date of this Agreement under existing zoning, as well as uses set forth in the Development Plan, including conditional uses, will be vested.

6.2 Design Standards.

All setbacks, building height, lot coverage, parking requirements, landscape standards, design and architectural standards, floor area ratio and building coverage standards, and all other land use and zoning-related standards applicable to the development of the Project in effect as of the Effective Date of this Agreement, all as provided for in this Agreement and the Development Plan, as it may be modified by any subsequent land use approvals issued by the City, will be vested.

6.3 Transportation.

6.3.1 Developer has obtained from Charbonneau Engineering a traffic impact analysis for the Project, which is attached hereto as Exhibit I, to determine trip generation and the effect on off-site transportation infrastructure.

6.3.2 The Project shall be vested with 314 P.M. peak-hour trips. The Project's trip generation and distribution to the City's transportation system shall be vested for the term of this Development Agreement, as may be extended pursuant to Section 2.3.

6.3.3 In conjunction with the Site Plan application, Developer will submit a trip debiting memo identifying the number of weekday P.M. peak-hour trips associated with the Project, less existing credited peak-hour trips from current property use or vested as identified in Section 6.3.2.

6.3.4 Developer shall maintain two (2) curb cuts on SE Columbia Way for ingress and egress to the Project.

6.3.5 Project shall receive Traffic Impact Fee Credits of 109 P.M. peak-hour trips for the existing restaurants once they have been demolished, which can be applied to any traffic impact fees owing for the new buildings.

6.4 Tax Benefits.

The Multi-Family Tax Exemption Program, as amended effective April 15, 2021 (MFTE).

6.5 Benefits and Obligations Run With the Land.

The vested rights set forth in Section 6 shall be binding on the Developer Parcel, shall burden and benefit the Developer Parcel, shall run with the land (the Developer Parcel) and shall be binding upon and inure to the benefit of the parties to this Agreement and their respective transferees, successors in interest, or assignees, and shall benefit and bind the City, all according to the terms of this Agreement.

6.6 Environment.

Environmental laws or development requirements shall not vest under this Agreement. Developer shall comply with all environmental law requirements, including standards relating to sustainability and climate action, which are in effect and applicable at the time a development application is submitted for any portion of the Project.

SECTION 7 TERMINATION BASED ON CONDITION SUBSEQUENT

7.1 Termination Events.

In the event any of the following events occur, then either party may terminate this Agreement by written notice to the other within ninety (90) days of the occurrence of such event:

7.1.1 The resolution of the City Council approving this Agreement is ruled invalid by final judicial action.

7.1.2 The Developer fails to obtain Final Development Approvals, including any approval required by an agency with jurisdiction over the project.

7.1.3 Any Development Approval is ultimately resolved in a manner that overturns any such approval.

7.1.4 The Developer is unable to obtain the extended leasehold estate from the DNR referred to in Section 3.2.2.

7.1.5 The Developer is unable to obtain from Clark Public Utilities any necessary permission to demolish the pier on the Pier Property.

7.1.6 The Developer fails to diligently and in good faith pursue the Final City Approvals; provided however, that only the City may terminate under this subsection.

7.1.7 The City fails to diligently and in good faith process the Developer's application for the City Approvals; provided however, that only the Developer may terminate under this subsection.

7.2 Effect of Termination.

A termination elected pursuant to Section 7.1 shall terminate this Agreement in its entirety.

SECTION 8 **ADDITIONAL PROJECT REQUIREMENTS**

The following are additional requirements and agreements between the City and the Developer with respect to the Project.

8.1 Multi-Family Housing Tax Exemption Program.

The City Council extended the MFTE to cover the Project Site. The MFTE includes the eight (8) year market rate option and certain public benefit requirements.

8.2 Open Spaces and Pedestrian Ways.

8.2.1 Renaissance Boardwalk. The at grade footprint of Buildings A, B, and C will be at least fifteen (15) feet from the shoreline bulkhead wall. Between the shoreline bulkhead wall and Buildings A, B, and C, Developer will construct a boardwalk and certain improvements ("Renaissance Boardwalk") across the length of the Developer Parcel between the public sidewalk to the west of the Property to the property line between the Property and connecting to the waterfront path on the National Park Service property to the east of the Property. The Renaissance Boardwalk shall be constructed by Developer at Developer's sole cost and expense and shall be owned and maintained by Developer. As part of the construction of the Renaissance Boardwalk, Developer will reconstruct the access to the Renaissance Boardwalk from the public sidewalk to the west of the Project. The City will grant Developer a construction easement or license for the purpose of reconstructing the public access on City property to the Renaissance Boardwalk. Developer will grant a non-revocable public access easement of not less than fifteen (15) feet in width with no encroachment by outdoor dining or other features (except benches, trash cans, and lighting subject to City approval) to allow the general public access over the Renaissance Boardwalk, subject to reasonable terms and rules and regulations designed to protect public safety and private property and agreed to by the City. After the issuance of the Final Development Approvals with conditions acceptable to the Developer, the Developer agrees to demolish the existing pier on the Pier Property, at no cost to the City and subject to any agency permit approvals and requirements. Developer will obtain any necessary agency permits and permission from Clark Public Utilities in order to accomplish the demolition of the existing pier. At the time Developer demolishes the pier, Developer will remove the existing signage from the shoreline bulkhead wall. No new signage shall be placed on the wall. The City

agrees to favorably consider the removal of the pier as a public benefit for purposes of meeting the MFTE market rate option requirements.

8.2.2 Use of Open Spaces and Pedestrian Ways. The Developer agrees that all open spaces and pedestrian ways within the Project, as identified on Exhibit H, will be open to the general public and the boardwalk shall be subject to non-revocable public access easement, subject only to reasonable rules and regulations designed to protect public safety and private property and as agreed to by the City.

8.2.3 Memorials. Developer will reinstall the historic survey marker and memorialize the marker with a plaque placed on the Property at the current location of the survey marker and accessible to the public, and will memorialize the Witness Tree previously located on the Property with an eight (8) to ten (10) foot stylized metal tree and marker. Developer shall be responsible for maintaining these markers in good condition.

8.3 Charges for Off-Site Impacts and System Development Charge Credits.

8.3.1 Improvements are planned for the intersection of Columbia House Boulevard and Grove Street/Highway 14 off-ramp, including street widening and installation of new traffic signals. Developer will be charged its proportionate share fee for 18 A.M. peak-hour trips at \$600.00 per trip being generated by the Project using the Columbia House Boulevard and Grove Street/Highway 14 off-ramp. Developer may use any remaining TIF or other development credits from Section 8.2.1 to pay the fee.

8.3.2 Subject to Section 14.04.235 of the VMC and the provisions of Resolution M-2492, the City has determined that the Developer shall receive systems development charge credits in the following amounts when the existing restaurants on the Property are demolished: (a) water credits in the amount of \$37,760.00, and (b) sewer credits in the amount of \$92,246.67. Developer may apply these credits to any parcel or building in the Project.

SECTION 9 **GENERAL PROVISIONS**

9.1 Waiver.

The failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

9.2 Prior Agreements.

This Agreement is the entire, final, and complete agreement of the parties pertaining to the matters covered by this Agreement, and supersedes and replaces all prior or existing written and oral agreements between the parties and/or their representatives relating to the same matters.

9.3 Notices.

Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person, or one (1) business day after deposit with a nationally recognized overnight courier service, with charges pre-paid, or three (3) days after being deposited in the U.S. mail, registered or certified, return-receipt requested, postage prepaid and addressed to the party at the address set forth below or such other address as either party may designate by written notice to the other.

If to the City:	City of Vancouver PO Box 1995 Vancouver WA 98668 Attn: Eric Holmes, City Manager
With a copy to:	Office of the City Attorney Jonathan Young Vancouver WA 98668 Attn: Assistant City Attorney
If to the Developer:	Kirkland Development LLC 2370 E 3rd Lp Ste 100 Vancouver WA 98661 Attn: Dean Kirkland, Chairman
With a copy to:	Jordan Ramis PC Two Centerpointe Drive 6th Floor Lake Oswego OR 97035 Attn: Thomas B. Eriksen

9.4 Applicable Law; Venue.

This Agreement has been entered into in Washington, and the Project Site is located in Washington. The parties agree that the laws of the state of Washington shall be used in construing this Agreement and enforcing the rights and remedies of the parties. Venue shall be in the Superior Court for Clark County, Washington; provided that, if litigation is properly brought in federal court, venue shall be in the U.S. District Court for the Western District of Washington.

9.5 Attorneys' Fees.

In the event of litigation to enforce or interpret this Agreement, the prevailing party shall recover its litigation costs, disbursements, paralegal fees, expert fees, and attorneys' fees as determined by the judge at trial or upon any appeal or petition for review.

9.6 Brokerage Commissions.

Neither the City nor the Developer have used a real estate broker, agent, or finder in connection with this Agreement. Each party (for purposes of this Section, the "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (for purposes of this Section,

the "Indemnatee") from and against any and all commissions or fees and arising out of the actions of the Indemnitor.

9.7 Invalid Provision.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by such illegal, invalid, or unenforceable provision or by its severance.

9.8 Time.

Time is of the essence in this Agreement.

9.9 City Inspection Rights.

The City shall be entitled at any reasonable time, to come upon any portion of the Project Site for purposes of inspecting the Project Site and the Developer's development of such portions for purposes of determining the Developer's compliance with its obligations under this Agreement. The City shall comply with any safety regulations generally imposed by the Developer with respect to construction activities on the Project Site.

9.10 Defined Terms.

A word that is capitalized and is not the first word in a sentence or is set off in quotation marks is a defined term. A defined term has the meaning given to it when first used in this Agreement.

9.11 Exhibits.

All Exhibits to this Agreement are an integral part of this Agreement and are incorporated into the text of this Agreement by reference.

9.12 Assignment.

Except as expressly provided in this Section 10.13, neither party may assign its respective rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Developer may assign its rights and obligations under this Agreement without the City's prior written consent to an entity controlled by or under common control of the Developer or its principals.

9.13 Amendment.

Any amendment to or modification of this Agreement must be in writing and signed by the parties.

9.14 Binding Agreement.

This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to be effective as of the date set forth above.

CITY:

CITY OF VANCOUVER, a Washington municipal corporation

By: _____
Eric Holmes, City Manager

Approved as to form:

By: _____
_____, _____

Approved as to form:

By: _____
Jonathan Young, City Attorney

DEVELOPER:

KIRKLAND DEVELOPMENT, LLC, a Nevada limited liability company

By: _____
Dean Kirkland, Chairman

[acknowledgements on following page]

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Eric Holmes is the person who appeared before me, and that said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the City Manager of the City of Vancouver to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated this _____ day of _____. 2021

NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: _____

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Dean Kirkland is the person who appeared before me, and that said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the Chairman of Kirkland Development, LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated this _____ day of _____. 2021

NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: _____

EXHIBIT A

Developer Parcel Legal Description

PARCEL I

A PORTION OF THE LOTS 1, 2, 7 AND 8, BLOCK 1, WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, AND A PORTION OF THE U.S. MILITARY RESERVATION, A PORTION OF TRACT 30, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, ALSO INCLUDING A PORTION OF THE RIGHT OF WAY OF COLUMBIA WAY VACATED PER VACATION ORDINANCE M-1892, RECORDED UNDER AUDITOR'S FILE NO. 7812150085, RECORDS OF CLARK COUNTY, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF THE U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 46°43'19" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 7.87 FEET;

THENCE SOUTH 43°08'58" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 181.11 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 31.02 FEET;

THENCE NORTH 57°16'06" WEST, FOR A DISTANCE OF 12.00 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 117.00 FEET;

THENCE NORTH 64°23'30" WEST, FOR A DISTANCE OF 80.50 FEET;

THENCE NORTH 78°02'30" WEST, FOR A DISTANCE OF 62.00 FEET;

THENCE NORTH 12°51'37" EAST, FOR A DISTANCE OF 28.91 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 379.30 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 86°29'41" WEST, FOR A CHORD DISTANCE OF 170.50 FEET THROUGH A CENTRAL ANGLE OF 25°58'35", FOR AN ARC DISTANCE OF 171.96 FEET;

THENCE SOUTH 73°30'15" WEST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 33.26 FEET TO THE WEST LINE OF TRACT 30, VANCOUVER TIDE LANDS;

THENCE SOUTH 00°44'45" WEST, ALONG THE WEST LINE OF SAID TRACT 30, FOR A DISTANCE OF 20.94 FEET;

THENCE NORTH 73°30'15" EAST, FOR A DISTANCE OF 39.46 FEET;

THENCE ALONG THE ARC OF A 359.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 78°35'36" EAST, FOR A CHORD DISTANCE OF 63.71 FEET THROUGH A CENTRAL ANGLE OF 10°10'24", FOR AN ARC DISTANCE OF 63.80 FEET;

THENCE SOUTH 00°44'45" WEST, FOR A DISTANCE OF 51.92 FEET;

THENCE SOUTH 89°15'15" EAST, FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL II

A PORTION OF THE LOTS 1, 2, 7 AND 8, BLOCK 1, WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, AND A PORTION OF THE U.S. MILITARY RESERVATION, A PORTION OF TRACT 30, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, ALSO INCLUDING A PORTION OF THE RIGHT OF WAY OF COLUMBIA WAY VACATED PER VACATION ORDINANCE M-1892, RECORDED UNDER AUDITOR'S FILE NO. 7812150085, RECORDS OF CLARK COUNTY, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF SAID U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 22°40'48" WEST, ALONG THE WEST LINE OF SAID U.S. MILITARY RESERVATION, FOR A DISTANCE OF 113.64 FEET TO THE NORTH LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO CITY OF VANCOUVER BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9005240068, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 62°05'00" WEST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 98.38 FEET TO THE WEST LINE OF SAID TRACT 30, VANCOUVER TIDE LANDS;

THENCE NORTH 00°44'45" EAST, ALONG THE WEST LINE OF SAID TRACT 30, FOR A DISTANCE OF 87.30 FEET;

THENCE NORTH 73°30'15" EAST, FOR A DISTANCE OF 39.46 FEET;

THENCE ALONG THE ARC OF A 359.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 78°35'36" EAST, FOR A CHORD DISTANCE OF 63.71 FEET THROUGH A CENTRAL ANGLE OF 10°10'24", FOR AN ARC DISTANCE OF 63.80 FEET;

THENCE SOUTH 00°44'45" WEST, FOR A DISTANCE OF 51.92 FEET;

THENCE SOUTH 89°15'15" EAST, FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL III

A PORTION OF THE U.S. MILITARY RESERVATION, TRACT 31, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF THE U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 46°43'19" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 7.87 FEET;

THENCE SOUTH 43°08'58" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 181.11 FEET;

THENCE SOUTH 32°43'54" WEST, FOR A DISTANCE OF 68.99 FEET TO THE INNER HARBOR LINE OF THE COLUMBIA RIVER;

THENCE NORTH 64°25'39" WEST, ALONG SAID INNER HARBOR LINE, FOR DISTANCE OF 160.69 FEET TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF VANCOUVER BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9005240068, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 72°55'00" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 20.35 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 57°26'30" EAST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 30.75 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 32°34'30" EAST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 0.50 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 11°56'06" WEST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 6.31 FEET TO THE NORTHERLY LINE OF SAID CITY OF VANCOUVER TRACT;

THENCE NORTH 57°26'30" WEST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 26.33 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 27°55'00" EAST, CONTINUING ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 3.63 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 62°05'00" WEST, CONTINUING ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 16.97 FEET TO THE WEST LINE OF SAID U.S. MILITARY RESERVATION;

THENCE NORTH 22°40'48" EAST, ALONG THE WEST LINE OF SAID U.S. MILITARY RESERVATION, FOR A DISTANCE OF 113.64 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL IV

A PORTION OF THE U.S. MILITARY RESERVATION AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID KILLIAN TRACT, SAID CORNER BEARING SOUTH 77°35'47" EAST, A DISTANCE OF 362.77 FEET FROM A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER OF THE KILLIAN TRACT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE SOUTH 32°43'54" WEST, ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 191.00 FEET TO THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE NORTH 55°08'53" WEST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 93.69 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 43°08'58" WEST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 65.14 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 31.02 FEET;

THENCE NORTH 57°16'06" WEST, FOR A DISTANCE OF 12.00 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 117.00 FEET;

THENCE NORTH 64°23'30" WEST, FOR A DISTANCE OF 80.50 FEET;

THENCE NORTH 78°02'30" WEST, FOR A DISTANCE OF 62.00 FEET;

THENCE NORTH 12°51'37" EAST, FOR A DISTANCE OF 28.91 FEET TO SAID SOUTH RIGHT OF WAY LINE;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 379.30 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 68°16'53" EAST, FOR A

CHORD DISTANCE OF 160.77 FEET THROUGH A CENTRAL ANGLE OF 24°28'16", FOR AN ARC DISTANCE OF 162.00 FEET;

THENCE SOUTH 56°02'45" EAST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE 47.40 FEET;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 5760.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 56°35'57" EAST, FOR A CHORD DISTANCE OF 111.28 FEET THROUGH A CENTRAL ANGLE OF 01°06'25", FOR AN ARC DISTANCE OF 111.28 FEET TO THE POINT OF BEGINNING.

PARCEL V

A PORTION OF TRACT 31, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID KILLIAN TRACT, SAID CORNER BEARING SOUTH 77°35'47" EAST, A DISTANCE OF 362.77 FEET FROM A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER OF THE KILLIAN TRACT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE SOUTH 32°43'54" WEST, ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 191.00 FEET TO THE MEANDER LINE OF THE COLUMBIA RIVER AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°43'54" WEST, CONTINUING ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 29.94 FEET TO THE INNER HARBOR LINE OF THE COLUMBIA RIVER;

THENCE NORTH 64°25'39" WEST, ALONG SAID INNER HARBOR LINE, FOR A DISTANCE OF 158.03 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 68.99 FEET TO SAID MEANDER LINE;

THENCE SOUTH 43°08'58" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 65.14 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 55°08'53" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 93.69 FEET TO THE TRUE POINT OF BEGINNING.

Developer Parcel Survey

[illegible]

EXHIBIT C
Pier Property

Tideland Lot 502291

West Vancouver #3 Block 2

(See attached)



EXHIBIT D

Proposed MFTE Public Benefits

Renaissance Trail

Along the Renaissance Trail, the Developer proposes to install interpretive kiosks to tell some of the history of the Project Site. The process the design team will undertake to define the appropriate history for the site will include:

1. Work with City of Vancouver Community and Economic Development Director to establish the stakeholder's group.
2. Work with stakeholders' group to define narrative and history of the site.
3. Work with City of Vancouver DEI Director to ensure history description aligns with the goals of the department and City of Vancouver.
4. Work with the City of Vancouver Culture, Art & Heritage Commission to finalize the public art design and confirm consistency with the City's Culture, Art and Heritage Plan.

Potential site history narratives that could be commemorated with interpretive markers:

- a. **Indigenous Peoples:** In conjunction with local historians, tribes, and other sources, provide acknowledgment of indigenous peoples who inhabited the land.
- b. **The Naming of Vancouver:** Lt. William Broughton, who in 1792 explored up the Columbia River by as many as 100 miles, named Vancouver after his commanding officer, Captain George Vancouver.
- c. **Lewis and Clark Expedition:** In the early in 1800s, Lewis and Clark camped just east of what is now Captain William Clark Park at Cottonwood Beach while returning from their famous expedition to the Pacific Ocean.
- d. **Fort Vancouver Was Born:** In 1825, Dr. James McLoughlin moved the northwest headquarters of the Hudson's Bay Company upriver from Astoria to a more favorable setting — now called Fort Vancouver.
- e. **The waterfront bustled with business:** An 1891 directory listed five sawmills, two sash-and-door factories, a box factory, three brickyards, and a brewery owned by Henry Weinhard on the Columbia River waterfront. The area was a transportation hub with a ferry landing, rail stops, and hotels.

Renaissance Boardwalk (Public Path)

The pier adjacent to the Columbia River has been in disrepair and closed to the public for over a decade. The two restaurants currently located on the Project Site have not maintained the public way and it has not been accessible to the public for decades. The Renaissance Boardwalk Development will restore public access along the river with the construction of the Renaissance Boardwalk path. The Renaissance Boardwalk will connect the west end of the site to the National Park Service trails at the east end of the site. Enhancing the Renaissance Boardwalk will be two special and significant public realm art pieces. Vancouver history that will be commemorated on the Renaissance Boardwalk includes:

- a. **The Witness Tree**, which stood witness to the rich history of our region:
 - i. The proud tree overlooked the peace pipe meeting of local Native American chiefs early in the early 1800s.
 - ii. The location of the Witness Tree was known to be the landing point of the Hudson's Bay Company fur traders around 1824.
 - iii. General O.O. Howard fixed the military post survey lines with the Witness Tree at its southwest corner.

- iv. Surveyors who surveyed the southwestern portion of Washington State drove a copper stake into the tree, anchoring it even more firmly into our history.
- b. **The first corner monument** established in Washington. This monument is the original SW corner of the Fort Vancouver Military Reservation, the SE corner of the Amos Short Donation Land Claim, and the SE corner of the Townsite of Vancouver as originally platted in 1860.

Demolition of Pier

The public City pier adjacent to the Project Site has fallen into disrepair and many years ago was fenced off due to the unsafe condition. The City is unable to maintain or repair the pier for public use and it is no longer an asset for the community. As part of the Project, the Developer will remove the existing pier.

Public Realm – connecting the Renaissance Trail to the Renaissance Boardwalk

The current connection of the Renaissance Trail to the Pier and the proposed Renaissance Boardwalk path has fallen into disrepair and does not meet ADA standards. The Renaissance Boardwalk Development Project will include rebuilding this section of the public realm and upgrading it to ADA standards. The Developer will work with the parks department to re-landscape the area. This rebuilt west connection will connect to the Renaissance Boardwalk.

EXHIBIT E
Development Plan

KIRKLAND RENAISSANCE BOARDWALK | DEVELOPMENT PLAN

MAY 4, 2021

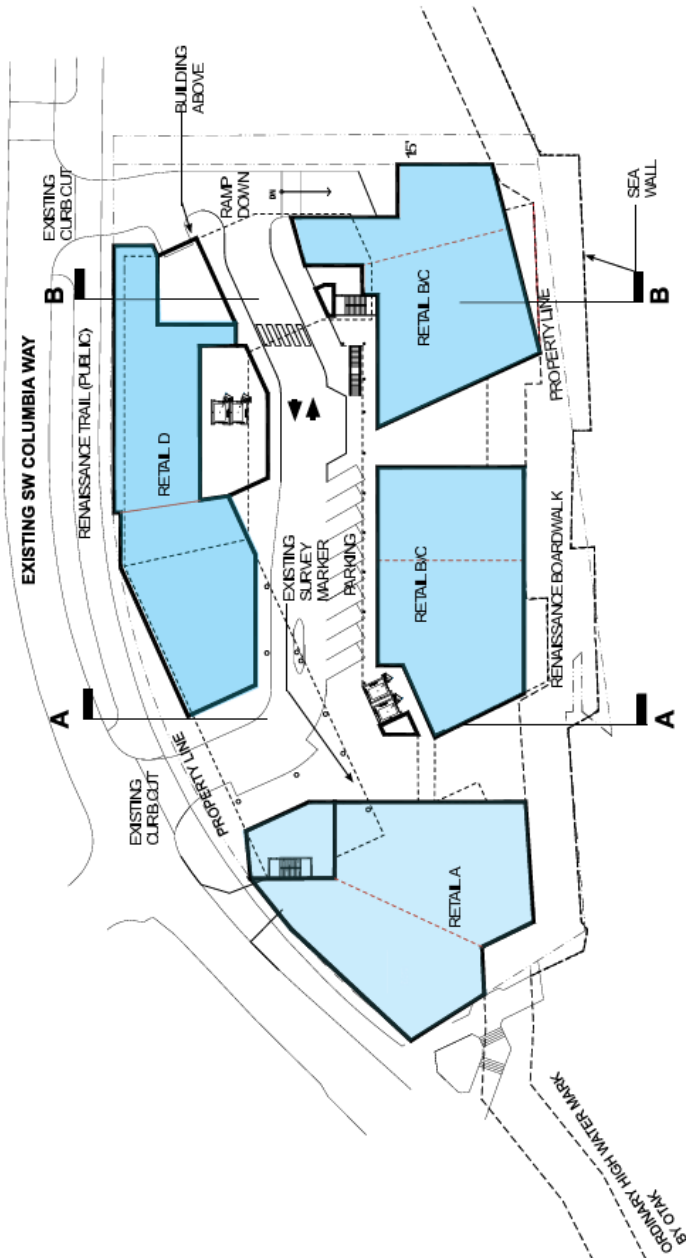


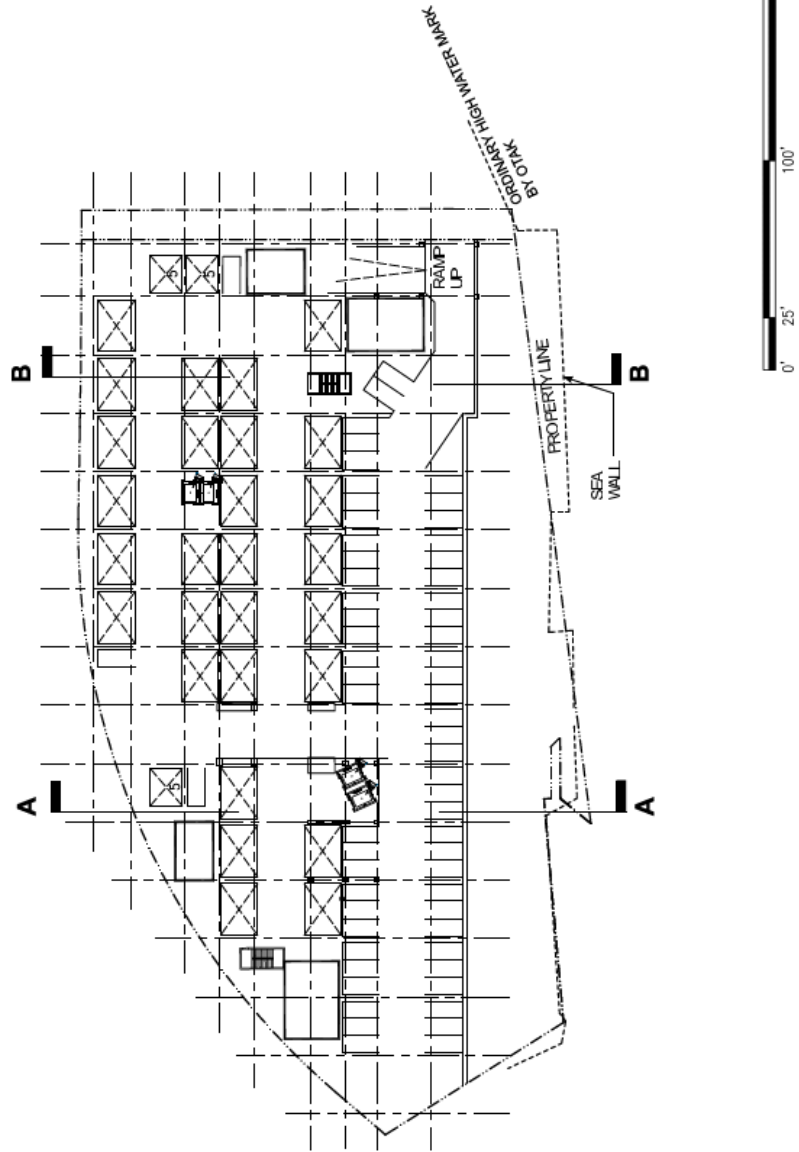
PROJECT ANALYSIS

RETAIL A GROSS	35,000 SF
RETAIL B/RETAIL C GROSS	62,000 SF
RETAIL D GROSS	11,500 SF
GROSS RETAIL SF	108,500 SF

RESIDENTIAL
7 FLOORS ABOVE RETAIL (50% 7TH FLOOR UNITS ARE TWO-STORY)

GROSS SF / NET SF	195,000 SF / 160,000 SF
UNITS	200/800 SF
PARKING	12 SPACES
BI SURFACE	304 SPACES
BI TRIPLE STACKER	316 SPACES
TOTAL	

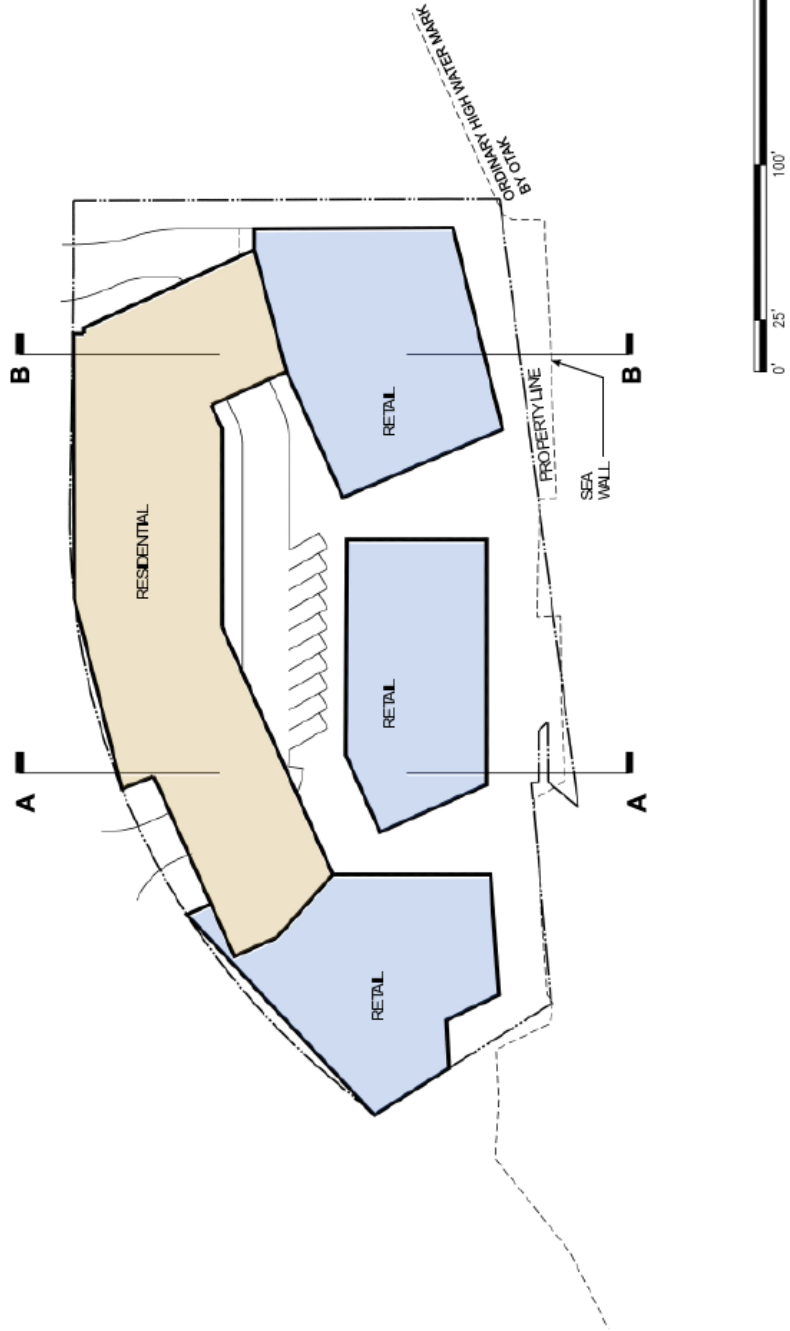




KIRKLAND RENAISSANCE BOARDWALK | PARKING LAYOUT | FLOOR B1

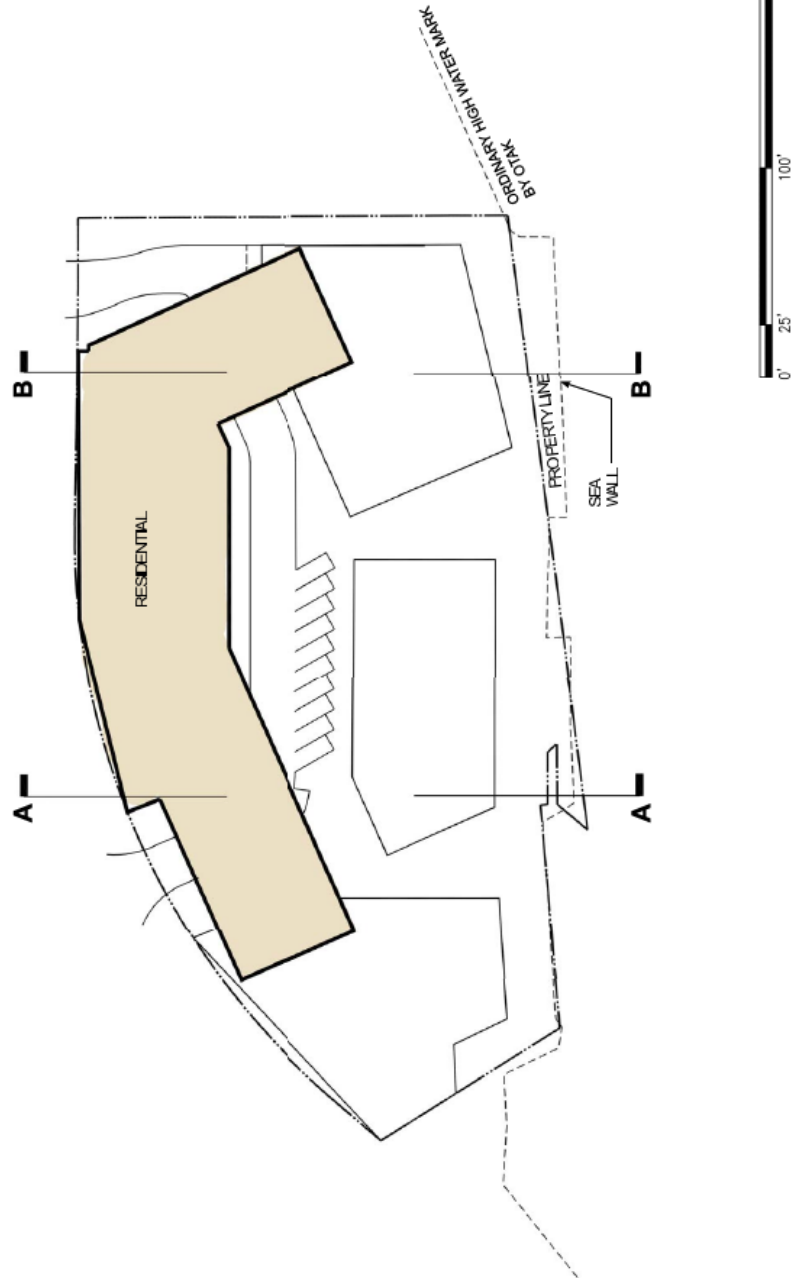
3 | MAY 4, 2021 | PROJECT 18923





KIRKLAND RENAISSANCE BOARDWALK | FLOOR PLAN | FLOORS 2-3

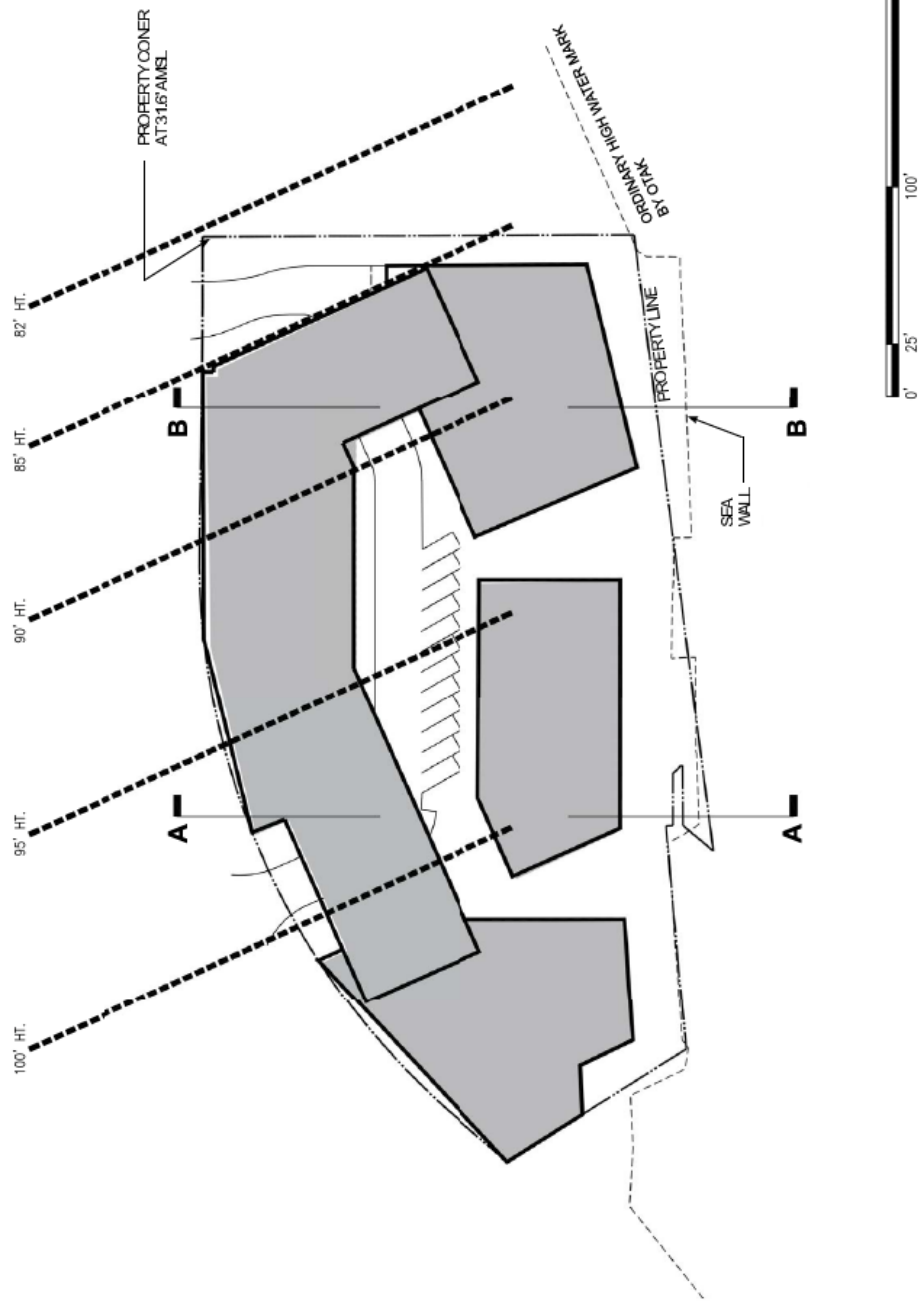
4 | MAY 4, 2021 | PROJECT 18923

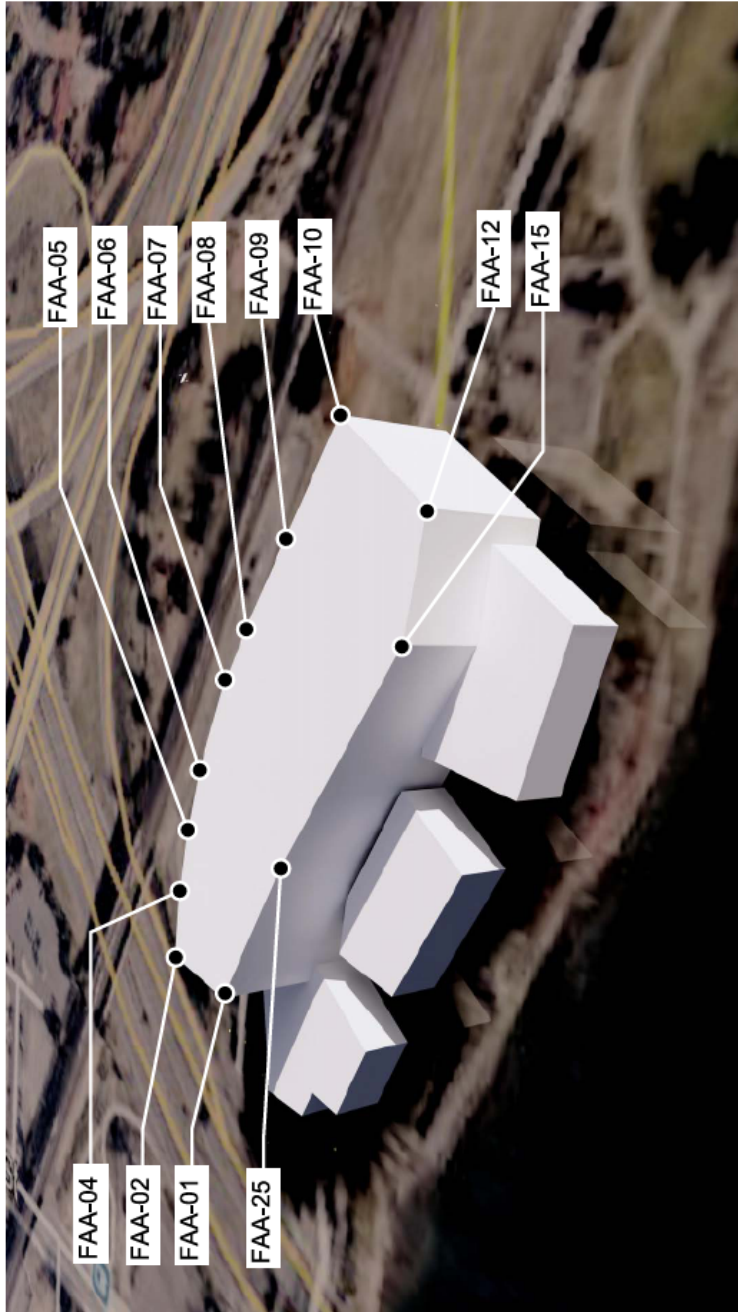


KIRKLAND RENAISSANCE BOARDWALK | FLOOR PLAN | FLOORS 4-8

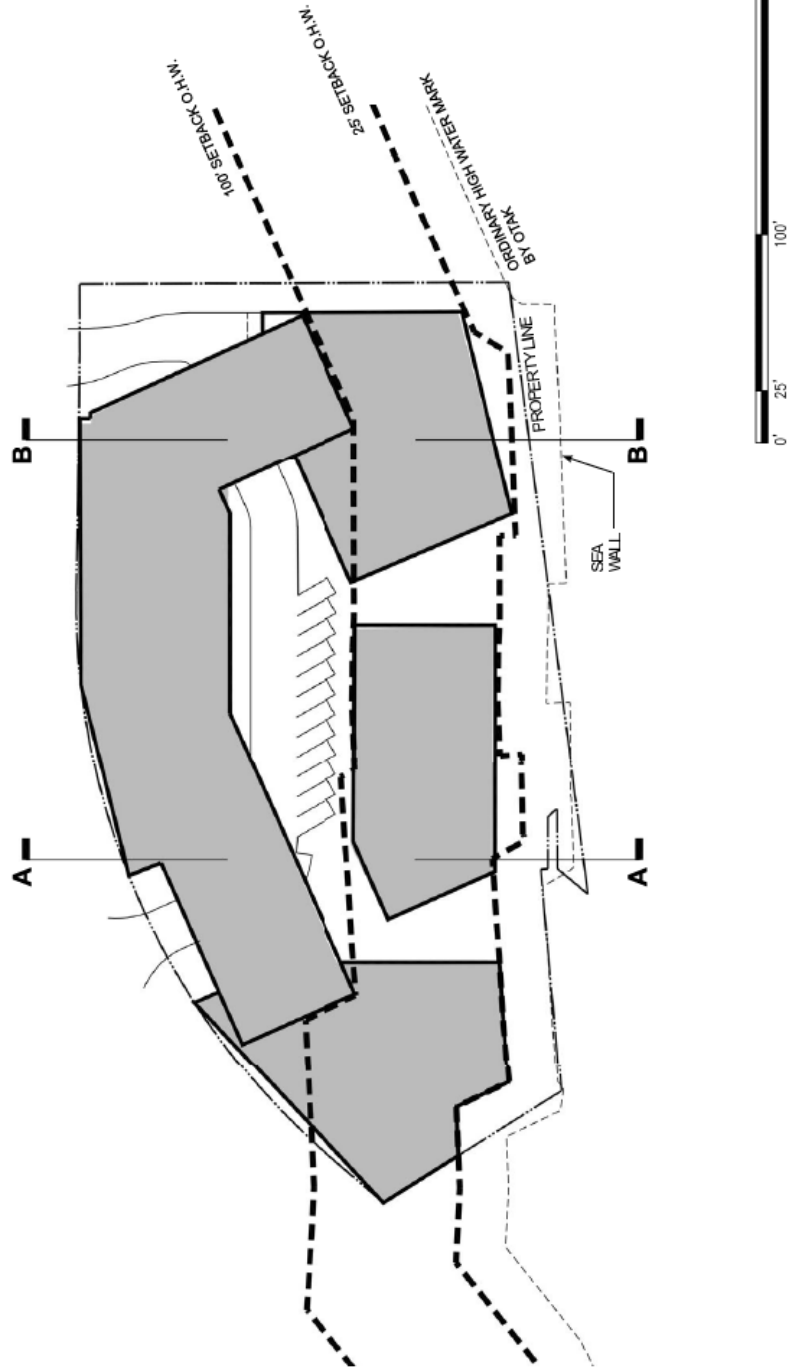


5 | MAY 4, 2021 | PROJECT 18923



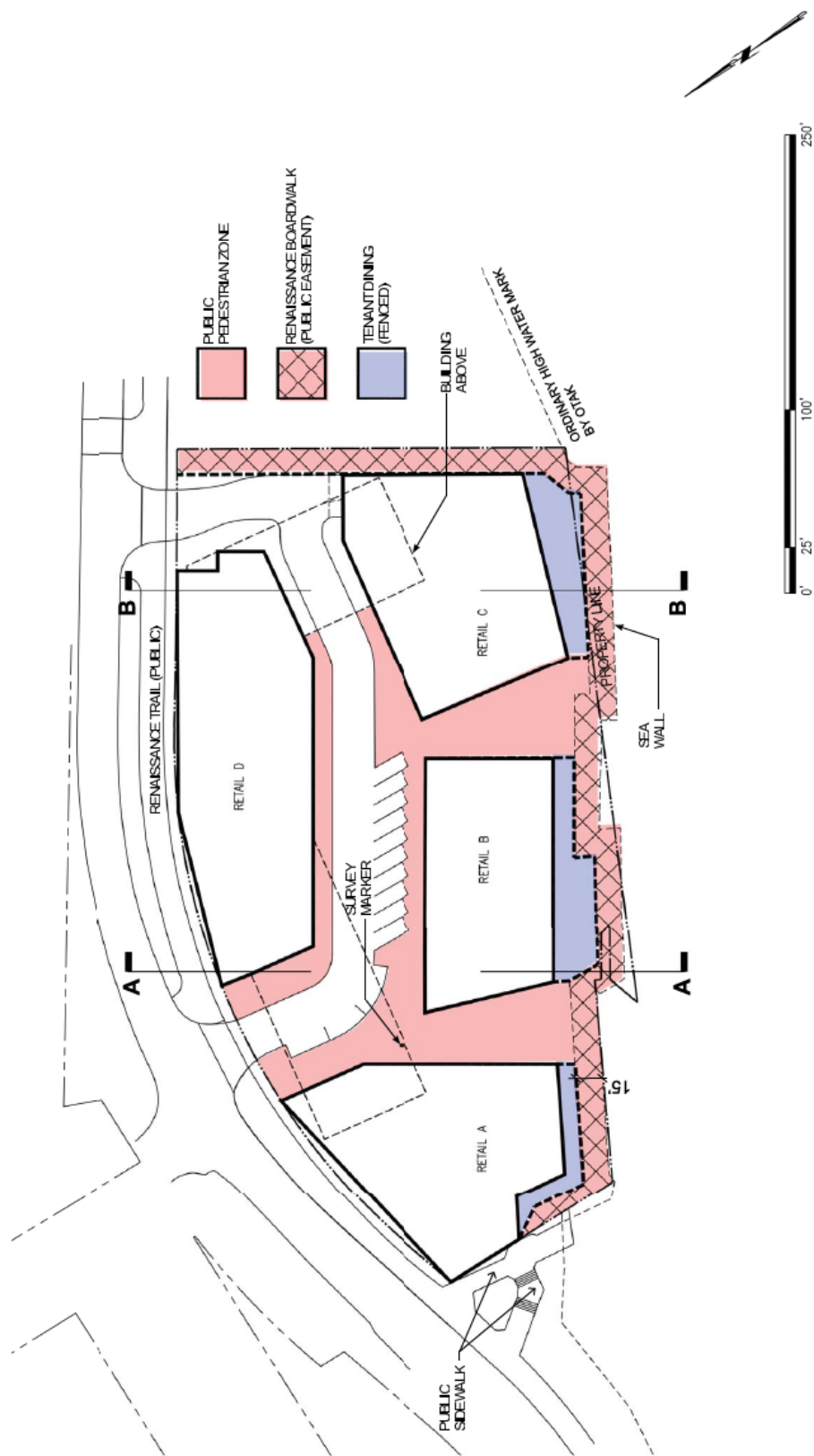


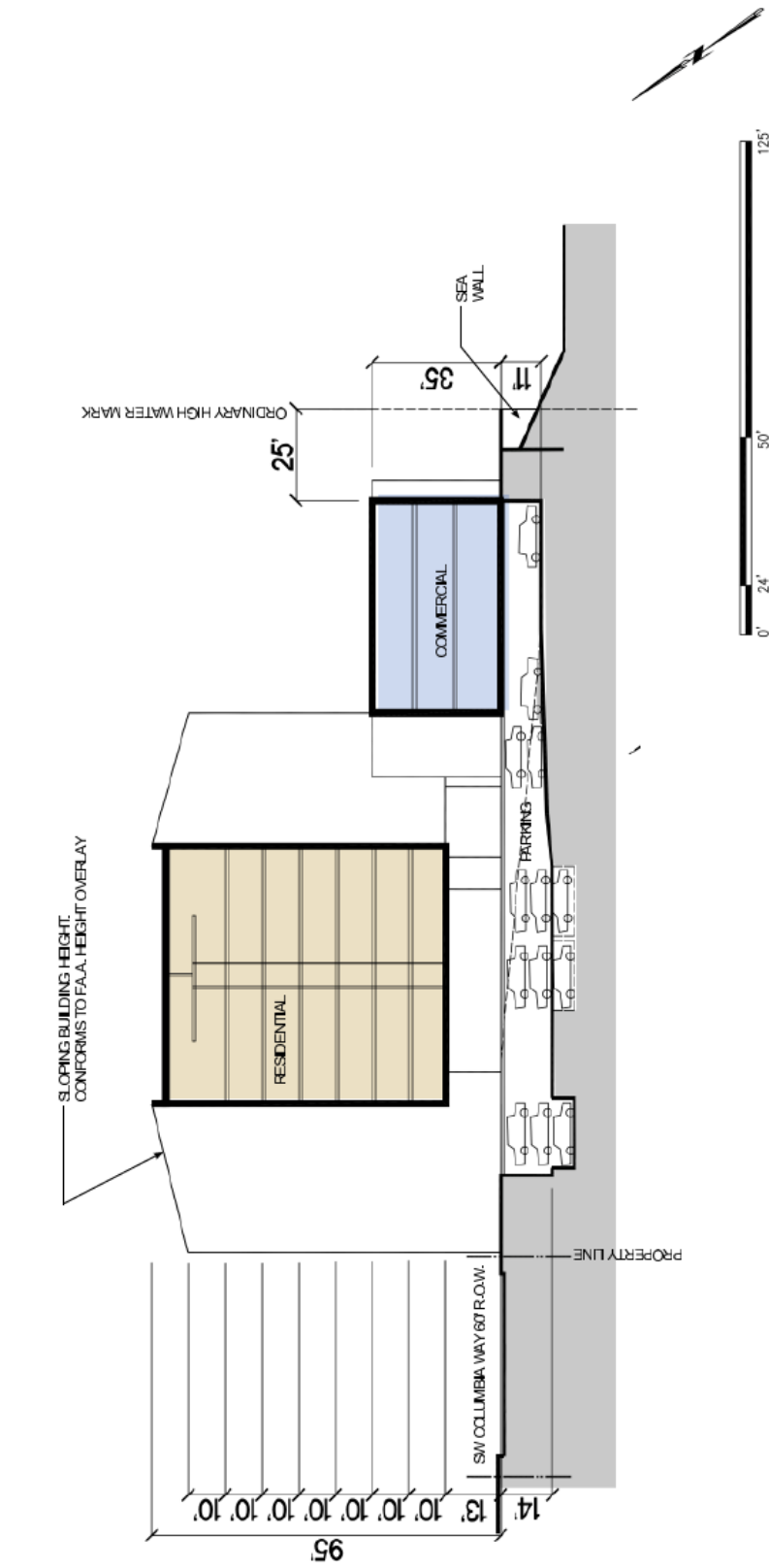




KIRKLAND RENAISSANCE BOARDWALK | WATERFRONT HEIGHT SETBACKS |

9 | MAY 4, 2021 | PROJECT 18923

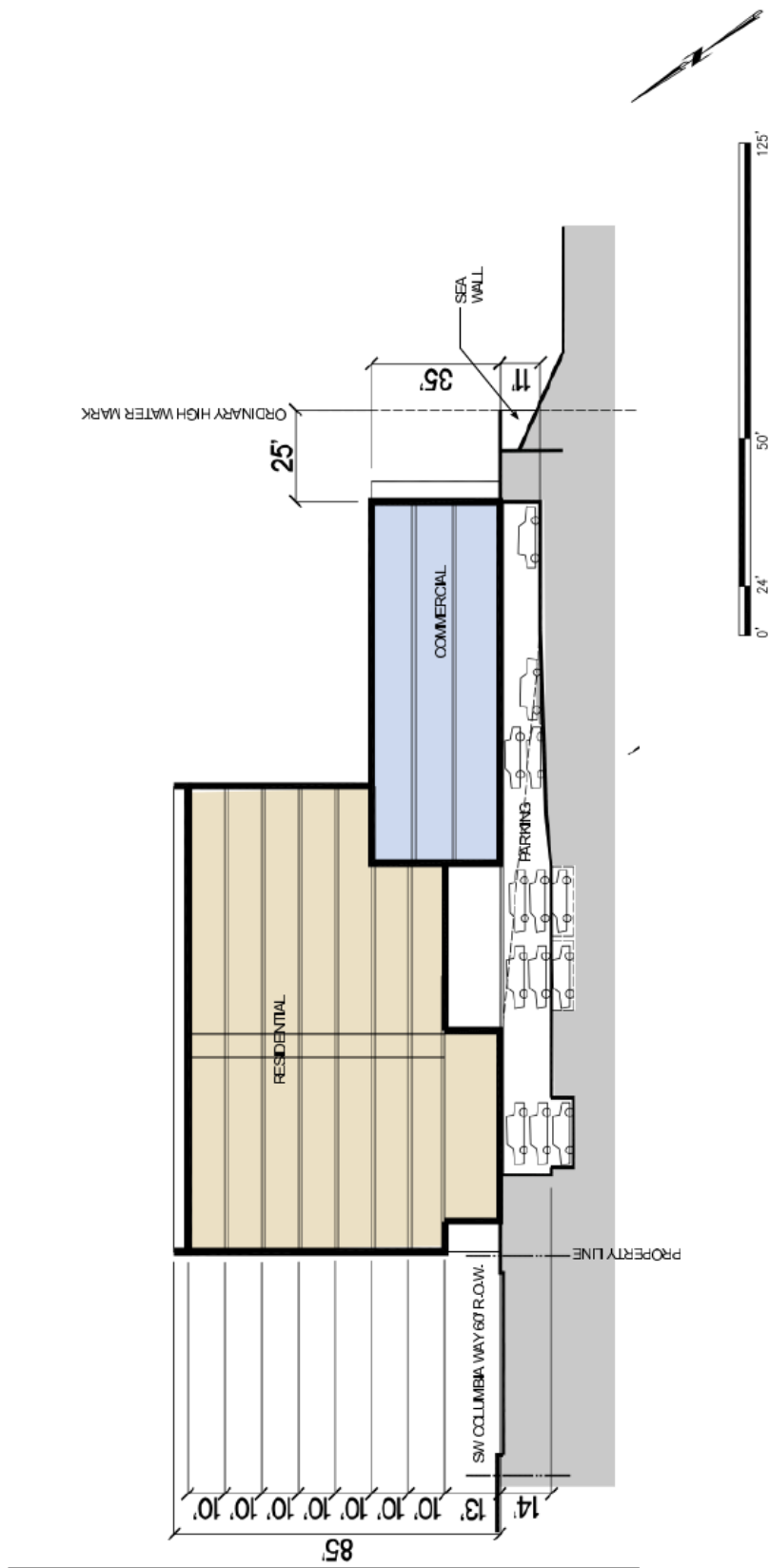




KIRKLAND RENAISSANCE BOARDWALK | SITE SECTION A-A |

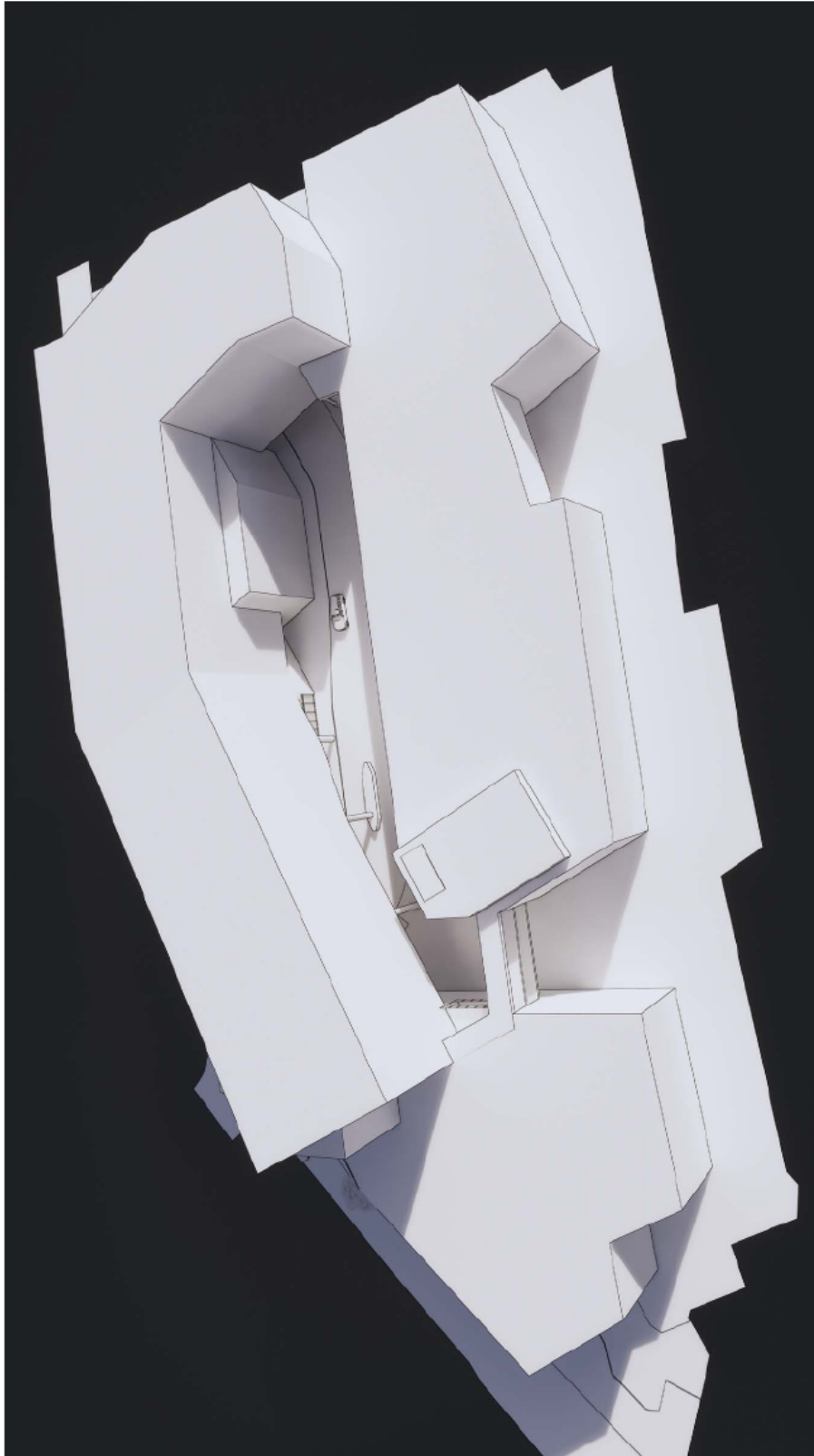
11 | MAY 4, 2021 | PROJECT 18923





KIRKLAND RENAISSANCE BOARDWALK | SITE SECTION B-B |

12 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | CONCEPT MASSING |

13 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 1 |



14 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 2 |



15 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 3 |

16 | MAY 4, 2021 | PROJECT 18923





KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 4 |

17 | MAY 4, 2021 | PROJECT 18923





KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 5 |

18 | MAY 4, 2021 | PROJECT 18923



EXHIBIT F
Leased Property

Legal Description: Section 27 & 34, Township 02 North, Range 01 East, W.M.

Assessor's Property Tax Parcel or Account Number: Not Applicable

Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: 502290000, 502295000, 502300000

(See attached)

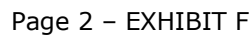


EXHIBIT G

Project Schedule

SCHEDULE OF PERFORMANCE

This schedule of performance summarizes the proposed timing for various milestones under the Development Agreement. Except for the commencement and completion of construction, the dates noted are goals and not deadlines, and so long as the Developer uses commercially reasonable diligence and efforts to complete the milestones set forth below, any failure to complete a milestone by the corresponding Date of Completion shall not constitute a failure of a condition or a default under the agreement.

Item	Milestone	Target Submission Date	Target Date of Completion
1.	Execution of Development Agreement		07/21
2.	Type IV Master Plan Submittal/Shoreline Permit Submittal	09/21	04/22
3.	Type II Detailed Development Plan/Site Plan Review Submittal (entire site/all buildings)	09/21	04/22
4.	JARPA Permit Submittal (if required)	01/22	07/22
5.	Army Corps of Engineers Permit Submittal (if required)	01/22	07/22
6.	Building Demolition Permit Submittal	09/22	11/22
7.	Pier Demolition Permit Submittal	09/22	11/22
8.	Early Grading Permit (entire site) Submittal	02/22	04/22
9.	Underground Parking Structure Building Permit Submittal	08/22	11/22
10.	Commencement of Construction – Underground Parking	12/22	12/23
11.	Columbia Way Frontage Improvements	07/24	11/24
12.	Retail D/Residential Building Permit	03/23	07/23
13.	Retail A Building Permit Submittal	03/23	07/23
14.	Retail B Building Permit Submittal	03/23	07/23
15.	Retail C Building Permit Submittal	03/23	07/23
16.	Completion of Construction – Underground Parking Structure		12 months after issuance of early grading permits.
17.	Completion of Construction – Retail D/Residential Building		24 months after issuance of building permit
18.	Completion of Construction – Retail A Building		24 months after issuance of building permit
19.	Completion of Construction – Retail B Building		24 months after issuance of building permit
20.	Completion of Construction – Retail C Building		24 months after issuance of building permit

EXHIBIT H

Open Spaces and Pedestrian Ways

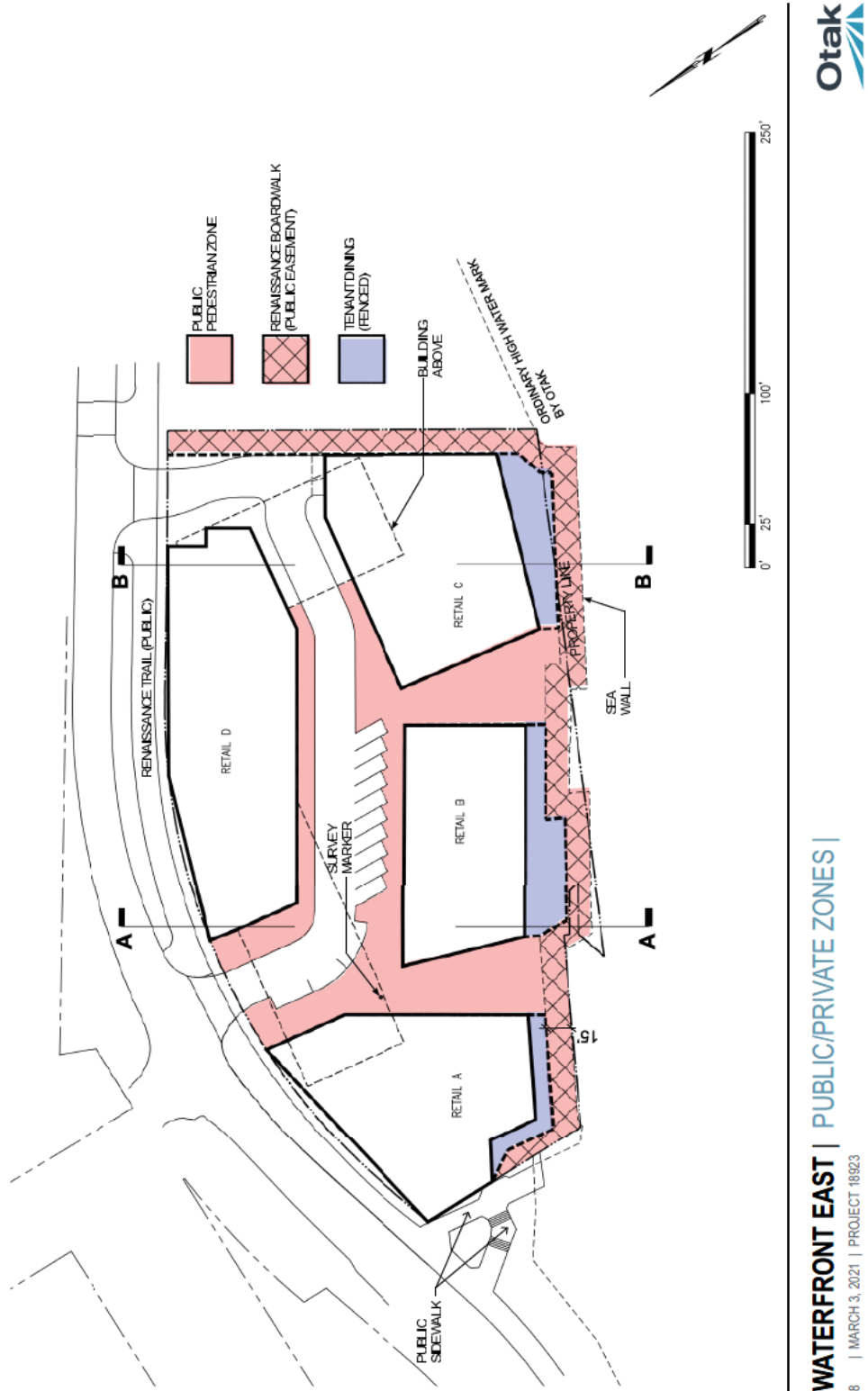


EXHIBIT I

Traffic Impact Analysis

CHARBONNEAU ENGINEERING July 2, 2020
Projected trip generation for Waterfront East Mixed-Use

ITE Land Use	Units	Weekday						
		ADT	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Shopping Center (#820)	50,000							
Generation Rate ¹	sq. ft.	37.75	0.94	62%	38%	3.81	48%	52%
Total Driveway Trips		1,888	47	29	18	191	92	99
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		434	8	5	3	32	15	17
External Trips ³		1,454	39	24	15	159	77	82
Pass-By Trips ⁴		494	13	8	5	54	26	28
New Site Trips ⁵		960	26	16	10	105	51	54
General Office (#710)	90,000							
Generation Rate ¹	sq. ft.	9.74	1.16	86%	14%	1.15	16%	84%
Total Driveway Trips		877	104	89	15	104	17	87
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		202	17	15	2	18	3	15
External Trips ³		675	87	74	13	86	14	72
Mid-Rise Housing (#221)	130							
Generation Rate ¹	units	5.44	0.36	26%	74%	0.44	61%	39%
Total Driveway Trips		707	47	12	35	57	35	22
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		163	8	2	6	10	6	4
External Trips ³		544	39	10	29	47	29	18
Hotel (#310)	135							
Generation Rate ¹	rooms	8.36	0.47	59%	41%	0.60	51%	49%
Total Driveway Trips		1,129	63	37	26	81	41	40
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		260	10	6	4	14	7	7
External Trips ³		869	53	31	22	67	34	33
External Site Trips		3,542	218	139	79	359	154	205
Shopping Center Pass-by Trips		494	13	8	5	54	26	28
New Site Trips ⁶		3,048	205	131	74	305	128	177

¹ Source: *Trip Generation*, 10th Edition, ITE, 2017, average rates.

² Internal (mixed-use) trip reduction calculated with internal capture rates published in the Center for Urban Transportation Research *Trip Internalization in Multi-Use Developments*, April 2014.

³ External Trips = Total Trips - Internal Trips.

⁴ Pass-by percentage based on *Trip Generation Handbook, 3rd Edition*, ITE, 2017.

⁵ New Site Trips = Total Driveway Trips - Pass-by Trips.

⁶ New Site Trips = External Trips - Pass-by Trips.



CITY CENTER REDEVELOPMENT AUTHORITY MEETING MINUTES

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

www.cityofvancouver.us

Richard Keller • Marc Fazio • Debi Ewing • Michi Slick • Brad Hutton • David Copenhaver • Richard Krippaehne

April 15, 2021

REGULAR MEETING (Convened telephonically, no in person attendance)

The meeting agenda materials referenced in these minutes can be found [online](#).

ITEM 1: CALL TO ORDER AND ROLL CALL

The April 15, 2021 meeting of the City Center Redevelopment Authority was called to order at 12:31 pm by President Keller.

Present: Deborah Ewing, Marc Fazio, Brad Hutton, Richard Keller, Dick Krippaehne, and Michi Slick

Absent: David Copenhaver

Motion by Ewing, seconded by Krippaehne, and carried unanimously to excuse David Copenhaver.

ITEM 2: APPROVAL OF MINUTES

Motion by Krippaehne, seconded by Ewing, and carried unanimously to approve the minutes from March 18, 2021 as written.

ITEM 3: EXECUTIVE DIRECTOR'S REPORT

Item Summary and Related Discussion

Chad Eiken, CCRA Executive Director, presented the new development report. The report covered the following projects: 5 Point Apartments; Bella Vista Apartments; Drake Auto Dealer/Service Center; New Seasons Market; Terminal 1 Blocks A & C; 138th Avenue Townhomes; Acero Parkside – Ph II; Lainie's Crossing Apartments (51st Street Apartments); 66th Avenue Apartments (VAST Inc); Kiggins Bowl Modernization/Addition; Project 147 Industrial Development; 4th Plain Business Park; Burton Elementary; Crown Electric; CTC 687 Core/Shell; CTC 688 Core/Shell; New Horizons Dental Clinic; Sunlight Town Homes; 81st Ave Apartments; Martin Luther King Elementary; The Aria (The Esther); The Elwood Apartments; Tinnakorn Lofts (Markle Sq); Padden Employment Center It1-5.

Chad Eiken opened the discussion on camping in downtown Vancouver. Jamie Spinelli, the Homeless Response Coordinator, joined the meeting as well. President Keller voiced concern of the growing number of campers in the area and urged the City to take action. The City is adhering to CDC guidelines in working with the unhoused population, and not requiring anyone to move during the pandemic. Jamie Spinelli discussed what the city is doing to address the unhoused population, and working with the county, which has resources to address the affordable housing issue. President Keller indicated he'd like to draft a letter

to City Council, the Governor, and the Department of Transportation to provide the CCRAs perspective on the topic. President Keller requested regular updates from Jamie Spinelli at future meetings.

ITEM 4: RENAISSANCE BOARDWALK (KIRKLAND EAST) DEVELOPMENT AGREEMENT

Item Summary and Related Discussion

Chad Eiken and Brian Fleener, Project Architect, presented the Renaissance Boardwalk Development Agreement. Keller indicated the project would benefit the downtown area. Fazio liked the boardwalk and intensity of the development but concerned with the limited available parking for the public and asked about the transportation option to that area. Eiken indicated there may be surface parking north of the project, but a long way off. Fleener indicated they could include more stacker parking, with valet. Slick asked about the definition of force majeure, which currently includes pandemics. Want to make sure attorney at city has looked at the definition and the possible implications to the city. Krippaehne also concerned with public parking and liked the public benefit of the removal of the old pier.

Motion by Ewing, seconded by Fazio, and carried unanimously to direct city council to enter into a development agreement for the Renaissance Boardwalk.

ITEM 5: WATERFRONT GATEWAY RFQ

Item Summary

John Collum, Principal Planner, presented an update on the Waterfront Gateway RFQ. The RFQ was issued on March 31st. Since issuing, there has been a robust promotional campaign including emails to interested and targeted developers and designers, ads and public notices, a news release on April 1st, social media outreach, and onsite signs. Another pre-submittal meeting is scheduled for April 22.

COMMUNITY COMMENTS

None.

ADJOURNMENT

2:00 PM

Richard Keller, President

Meetings of the City Center Redevelopment Authority are electronically recorded on audio. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

To request other formats, please contact:

City Manager's Office

(360) 487-8600 | WA Relay: 711

Amanda.Delapena@cityofvancouver.us





LEEDv4 Certification (or Design Equivalency) Requirements

To achieve LEEDv4 Silver certification (or be designed to the Silver level of certification), the project must earn between 50-59 points under the possible credits offered under LEEDv4. These credit categories include Location and Transportation, Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality as well as credit opportunities for Innovation and Regional Priority. Measures can be taken within each credit category to meet our design goal of LEEDv4 Silver; however, the primary target will be optimizing energy performance as this offers the highest level of points possible.

Strategies to Achieve LEEDv4 Silver Certification Level

Waterfront East will pursue a design equivalent to LEEDv4 Silver by pursuing the following:

- **The design team will utilize an Integrated Design Process to establish and meet project sustainability goals.**
 - This process will include regular coordination meetings with all stakeholders to ensure optimal systems and construction methodologies are used in the design and construction of the project.
 - Additionally, executing an Integrated Design Process is conducive for earning points under LEEDv4, and will assist the design team in reaching their goal of Silver level equivalency.
- **Reduced energy consumption will be reached by the following:**
 - Selecting the most appropriate and energy efficient HVAC systems, lighting fixtures and appliances to reduce overall energy demand for the project.
 - Designing the building envelope to be constructed to provide energy savings by mitigating heat loss in colder months.
 - Selecting appropriate glazing systems to prevent solar heat gain reducing cooling loads in warmer months.
 - Energy use intensity tracking will occur during the design process to ensure the energy goals are being met by the design team, as well as providing guidance on additional measures to improve building performance.
- **Minimized indoor and outdoor water use will be achieved by the following:**
 - Low flow fixtures will be selected to mitigate water usage within the building(s) on-site.
 - Native and drought tolerant plant species will be selected to reduce irrigation requirements for landscaping components on-site.
- **Responsible material selection and use will be encouraged by the following:**
 - The architecture team will specify products compliant with LEEDv4 guidelines to ensure both responsible environmental impacts from material sourcing as well as occupant health by specifying products with low VOC emissions.
- **Improved Indoor Environmental Quality will be provided by pursuing the following design measures:**
 - The design team will provide daylighting solutions where possible to improve natural lighting access for building occupants. This will also lend itself to meeting the design team's energy efficiency goals by lowering the energy demands for interior lighting.

- The design team will ensure thermal comfort for building occupants by specifying the most appropriate HVAC systems to meet the needs of building occupants.

Additional Considerations

- The use of renewable energy on-site will be explored to supplement the energy needs of the project. Washington State as well as Federal incentives and rebates will be a contributing factor to the feasibility of installing photovoltaic (PV) arrays on the building rooftops.
- LEEDv4 offers additional points for meeting specified thresholds under certain credits already included in the standard credit categories. These are called Regional Priority credits and support meeting the specific design needs for a project's location and increase the available points achievable under the credit. This will further guide the credits pursued by the design team to meet the design goal of LEEDv4 Silver equivalency.
- Smart technologies such as occupancy sensors and user interfaces with HVAC and lighting will be considered to provide more occupant control over indoor environment conditions. This will reduce energy demands when spaces are vacant or not in use.

Summary

The design team will utilize the framework and credit requirements prescribed under LEEDv4 to target building elements and systems that will promote overall project sustainability. This coupled with regional efficiency requirements will result in a more efficient and higher performing project. The reduction of energy and water demand for the project will translate directly in a reduction of greenhouse gas emissions. Additionally, compliance with LEEDv4 credit requirements will promote a healthy indoor environment for building occupants.

End of Document



Memorandum

DATE: May 20, 2021

TO: Mayor and City Council

FROM: Rebecca Kennedy, Planning Manager; Bryan Snodgrass, Principal Planner,
Community and Economic Development Department

RE: Housing Code Changes – update memorandum in lieu of workshop

CC: Eric Holmes, City Manager

Background

The Housing Code Updates project is an initiative to amend various City zoning standards to increase the supply and range of housing choices available citywide. These are intended to respond to various recommendations from the 2016 Vancouver Affordable Housing Task Force Report, recognize changing market and demographic trends, and facilitate efficient development in areas with services.

This project was initiated in 2018 and last before the City Council in November 2019. It was largely suspended in 2020 with the onset of the pandemic and associated limitations on staff capacity and the ability to conduct effective public outreach. This memorandum is provided in lieu of a City Council workshop to update the Council and reconfirm project parameters. Primary staff contact is Bryan Snodgrass, 360-487-7946, bryan.snodgrass@cityofvancouver.us

Major Project Components

Potential zoning code changes are envisioned in the below areas, which have not changed since the previous Council workshop:

- Standards for a new single-family zoning category that would allow subdivisions on lots smaller than the current minimum average of 5,000 square feet. Proposals to apply this category to an area would require a site-specific analysis and rezone process with public hearings, and only larger sites would be eligible.
- Standards for a new multi-family zoning category that would allow modestly denser apartment development than the 35 units per acre now allowed in Vancouver's densest zone. Implementing this would also require a site-specific rezone process and public hearing.
- New standards to allow cottage cluster housing in single-family zones.
- Allowances for apartments with shared kitchen and/or bathroom facilities in multi-family zones.

- Allowances for Accessory Dwelling Units (ADUs) in converted historic garages with non-conforming setbacks, provided building and zoning standards are met.
- Incentives for new single-family home construction to include “visitable” features to better support aging-in-place.

The first three items were identified by staff, the last three by Council members. Most of the above were recommended specifically or generally by the Affordable Housing Task Force, and most are already allowed in other jurisdictions statewide and in many cases locally. For example, the City of Battle Ground has a base single-family zone allowing new lots as small as 4,500 square feet, whereas Vancouver’s densest base zone allows single family lots as small as 5,000 square feet. Clark County has a denser multi-family base zone, allowing 43 units per acre versus Vancouver’s most dense residential zone which allows 35 units per acre. Cottage Cluster housing is allowed in Battle Ground, Ridgefield, and the County. If standards for these items are adopted, subsequent development will still require a public hearing or administrative review involving public notice and appeal rights in most cases.

More detailed technical information on these project components is in the [materials](#) and [presentation](#) for the November 2019 Council workshop.

Additional Project Components

The following items have also been identified in the past year by staff as appropriate to bring forward alongside the major items:

- The Fircrest Neighborhood Association submitted a request in 2020 to the Planning Commission to increase citywide standards for required buffering and setbacks between new apartments and existing single-family homes.
- Staff will also review current multi-family standards for review, public notice requirements, and potential amendments to minimum off-street parking requirements.
- Some of the standards for the new slightly denser single-family zoning district may be appropriate to apply to the existing denser existing single-family zoning districts, such as Vancouver’s R-9 zone. An example is a requirement to prohibit a continued repetition of completely identical adjacent home front facades and rooflines, such as currently applied in Ridgefield and elsewhere.
- Limited reductions to parking requirements for select specialty (disabled, senior, and affordable at 50% of less of Area Median Income) housing, per statutory changes

Not included in the project components are changes to allow duplexes or triplexes in single-family zoning under limited circumstances. This was recommended by the Affordable Housing Task Force and has been adopted in some larger cities, but it would realistically require much more extensive public outreach than envisioned for the code update items addressed in this memorandum.

Outreach

As noted in more detail in the November 2019 workshop materials, City staff initially consulted with comparable jurisdictions and local residential developers, and conducted initial community outreach through notice in the neighborhood newsletter and [project website](#). Staff presented an overview of the project and its components at an October 22, 2019 quarterly meeting of neighborhood leaders. Meeting feedback was primarily about the substance of the issues, with parking concerns for small lot single-family development specifically cited. Staff also presented at a March 5, 2020 joint meeting of the Hough and Carter Park Neighborhood Associations, where reaction was mixed. Primary concerns were that the future rezones to apply denser standards could undermine the historic character of those neighborhoods, and the requirement that any such rezone would need Council approval through a public hearing process is not sufficient.

With the onset of the pandemic in spring 2020, outreach became digital and the project team has been gathering community input through an online survey available on Be Heard Vancouver since April 2020. 30 community members have provided feedback on the general recommendations for the six housing code updates to-date, which are included as an attachment to this memorandum.

Next Steps

Pending additional Council direction, staff will re-engage with the Planning Commission and community, and anticipates being able to bring specific proposals for Commission and Council workshop consideration in late summer 2021.

Housing Code Updates

Be Heard Community Feedback Survey Results Summary April 2020 – Current

New Single-family Zoning District

What do you like or dislike about the proposed standards for the new single-family zoning district?

Likes	Dislikes
• Great step forward toward fostering healthy urban density. • Range of prices allow affordable homes that are also age-in-place friendly (see Villages of Garrison Creek as an example in Walla Walla County). • Support design standards to address parking and allowing for smaller lot sizes. • Greater density in the City is desirable, but small single-family lots don't allow for much yard. • Detached housing product and that they don't have a cookie-cutter appearance. • Proposed standards allow higher density and more housing means more affordability. • Requirements to address street-facing design and parking. • Utilize small lot space to support more families/residents and more affordable. • Allows for more housing and is eco-friendly with a smaller carbon footprint.	• Concerned about lack of parking. Accommodates owner's car, but no on-street parking for visitors. • Do not support rezoning historic neighborhoods when there is plenty of capacity elsewhere in the City. • Concerns about rezoning existing single-family zones to R-17 fundamentally destroying historic neighborhoods, even on a case-by-case basis. • Concerns about density and affordability. • Concerns about this incentivizing tearing down historic single-family homes. • Cause replacement of the most affordable existing housing stock with more units, but far less affordable housing. • Concerns about this housing product dramatically impacting property values in neighborhoods with larger homes and more expansive yards. • Despite there being public hearings, concerned that citizen opposition would be over ruled by ceding to developers in the name of "affordable" housing.

Is there anything else you want city staff to consider when they develop the standards and requirements for a new single-family zoning district?

- Consider rowhomes or cottage style co-housing with larger open spaces for gardens, trees, and recreation.
- Expand 500-foot radius for notice to neighbors for these applications, and provide a clear and sufficiently high bar for flipping lots to this higher density.
- Confusing to allow as small as 2,500 square feet to be applicable in existing neighborhoods while calling it a "new" single-family zoning district. Provide more specificity about what constitutes "large properties."
- Ensure standards for parking to address street issues, consider designated guest/visitor parking lot to ease congestion.
- Could involve nonprofits like Habitat for Humanity in this effort.
- Would like to see the proposed homes be built as part of a master plan to support these sorts of needs.
- Continue to involve the public at early stages of the process.

- Allow smaller homes to be erected on an existing lot that has space for it.
- Consider building a variety of housing types (including smaller homes like seen in Fruit Valley) so that a more diverse group of people can become homeowners.
- Design homes to accommodate people with disabilities, older people who are looking to downsize, and young families.
- Preserve the character of historic neighborhoods through design standards.
- What would be the criteria to determine that a rezone should be denied?
- Increase setbacks.
- Explain how many lots under 5,000 square feet there are in the city that could accommodate this new zone, why 2,500 square feet was selected as the minimum size, why this would only be available for large subdivisions, and whether this would also be useful for smaller developments?
- Current single-family zoned neighborhoods should be rezoned to allow for infill, partitioned lots, and mixed small multi-family units, from duplexes to perhaps 10 units. Increasing density in existing single-family neighborhoods increases equity by allowing lower-income families to live in currently higher-income privileged neighborhoods. This also increases neighborhood diversity and more interesting communities.
- What about duplexes, 3-flats, or 4-flats?
- Need stricter guidelines for historic preservation standards and character of homes being built to preserve neighborhood character in historic neighborhoods.
- Concentrate this opportunity in areas that are underutilized.
- Ensure implementing this doesn't cause the destruction of existing affordable housing stock i.e. areas on streets like Markle in Hough.
- Do not allow these standards to impact current developed neighborhoods.
- Keep costs low so people can afford to rezone a lot.

New Multi-family Zoning District

What do you like or dislike about the proposed standards for the new multi-family zoning district?

Likes	Dislikes
• Add rowhome options to multi-family districts. • Support walkable neighborhoods where they can park their cars and enjoy restaurants, galleries, movies, concerts, parks by foot or bike, etc. • Offering a higher density option in the City. • This type of housing can be an alternative to the housing shortage facing our area. • Modest step to move from 35 to 50. Would like to see us go farther than Everett or Tacoma, but a big step in the right direction. • Limits on height/height restrictions. • 50 units per acre is a good number. • Allows more people to live in a smaller area.	• Islands of apartment complexes that are not near enough to schools, commercial centers, and parks will require more vehicles on the road to access daily activities. • Parking concerns. • Concern about more apartments with how many are constructed and for lease already. Denser does not automatically mean cheaper. • No guarantee of affordability. • Losing historic neighborhood feel. • Overall impact to existing neighborhoods. • Concentrating large apartment complexes all in one place while keeping existing single-family neighborhoods segregates people.

Is there anything else you want city staff to consider when they develop the standards and requirements for a new multi-family zoning district?

- Multi-family units should be placed along or close to transit corridors, but also mixed into existing single-family neighborhoods. We can increase average density by varying the lot sizes and density within existing neighborhoods.

- Disincentivize luxury units in this category. Don't want to drive up cost of existing larger units.
- Implement a well thought-out and conscientious approach ensuring no adverse impacts to existing properties and their values.
- Site these developments along public transportation corridors, encourage development of entertainment/grocery/dining within walkable distance, and without sacrificing greenspaces. I'd rather see taller, multi-use buildings that are developed in areas that encourage a walkable, community oriented lifestyle, than sprawling apartment complexes located in suburban areas that will encourage more cars, more pollution, and encroachment on greenspace.
- You could use the density of the county at 43.
- Allow ample time and opportunities for public comment on this process.
- Explain why the recommendation is 50 units per acre instead of another number, whether there would be design standards to help accommodate more units per acre and to make these developments pedestrian and transit oriented i.e. street-facing entrances and not too much parking. What are lessons learned in the City where higher density multi-family is currently allowed?
- Ensuring proper maintenance and parking standards for this housing type are critical.
- Perhaps other site-specific exceptions to go to 75 based on certain other criteria (on the Vine, for example)?
- Needs to require some of the units are affordable in order to get the permit/rezoning approved.
- Consider the overall impact on home values, infrastructure, and traffic and noise density.
- Parking.

Cottage Cluster Housing

What do you like or dislike about the proposed standards for cottage cluster housing?

Likes	Dislikes
• Supports infill/density development and often incorporates green space into the design. • Address parking as a condition of the approval. • Like as new development in a new area. • Small house option and shared green space. • Diversifies single-family neighborhoods and allow for usable open space that can be shared. • Creates multi-generational housing, housing for people who are downsizing, lower-income people, and people starting families. • Higher density while giving residents access to green space. • Maintain more of a historic feel, but ensure look is enforced so they fit in with neighborhood character. • Off-street parking requirement. • Single-family homes on smaller lots that provide for larger/more useful public gardens and spaces.	• Maintenance of shared green space would increase HOA fees, making these less affordable for first time homebuyers. Consider ways to mitigate this. • Requiring design standards that fit with historic neighborhoods. • Affordability. • Issues with maintenance and differences in standard living conditions or lifestyle difference with neighbors. • Parking and traffic concerns. • Expensive and requires a site assessment or public hearing. Don't make so expensive and complicated.

Is there anything else you want city staff to consider when they develop the standards and requirements for allowing cottage cluster housing?

- Figure out how to incentivize construction of this type of housing.

- Limit size to 800 square feet per unit.
- Resolve parking and traffic issues.
- Construction consistency and aesthetics should be paramount to achieve a nice blend of structures.
- Encourage this type of development as long as we are careful to site these developments along public transportation corridors, encourage development of entertainment/grocery/dining within walkable distance, and without sacrificing greenspaces.
- Not appropriate as development for an infill lot. You need to have a larger chunk of land to accomplish this.
- Explain best practices. Where are you drawing these examples from and under what context were these other areas developed? Where these new areas of undeveloped land or existing neighborhoods?
- What does enhanced notice mean?
- Design standards so that the result is cottages and green space instead of standard single-family homes around a parking lot.
- These spaces should be scattered throughout the City, along with small multi-family buildings of 2-10 units. The idea is to increase average density everywhere to help keep housing affordable and preventing some neighborhoods from becoming or staying exclusive for wealthy people.
- I believe this type of house would only work if all of the residents were 50 and older.
- Please don't let neighbors prevent these from happening via NIMBY.
- Consider allowing parking carriage houses with parking garages with a common area or living area(s) above, similar to Clark County regulations.
- Make it more cost effective.

Shared Kitchen/Bathroom Apartments in Multi-family Zones

What do you like or dislike about the proposed standards for shared kitchen/bathroom apartments in multi-family zones?

Likes	Dislikes
• Affordability of apartments units that have shared facilities. • Only allow in multi-family high density zones. Do not support in current single-family zones. • New, more affordable options. • Keep the cost of housing lower. • Good solution to the affordable housing problem by providing much more affordable options. • Great option for people looking to cut on costs.	• Appeal to the bottom of the market and the elderly. • Close proximity to each other creating conflicts and making the community more vulnerable to spread of disease. • Seems redundant to homes with rooms for rent where homeowner/house manager keeps rules enforced. • Potential for perpetrators to take advantage of children, the mentally disabled and/or the elderly. • Potential for an influx of lower-income individuals ending up in higher end neighborhoods. • Enough hotels in Vancouver such that there is not the need for community housing with shared facilities.

Is there anything else you want city staff to consider when they develop the standards and requirements for allowing shared kitchen/bathroom apartments in multi-family zones?

- Consider and implement sanitation standards.

- Require paid monitors to control conflicts?
- Utilize open space in rural areas to support this housing type.
- Get more data on this model.
- Keep costs low.

ADUs in Existing Garages

What do you like or dislike about the proposed standards for allowing ADUs in existing garages?

Likes	Dislikes
• Beneficial for encouraging infill development, and give people more affordable access to housing in established neighborhoods. • Encourages use of existing infrastructure. • Provides more options for ADUs. • Useful way of increasing additional living space. • Good use of possibly underutilized space. • More density on existing lots with easier access to public transportation and infrastructure.	• Capitalize to create AirBnB rentals, and cause large amounts of extra traffic, parking on neighborhood streets, and neighborhood decline because of people coming and going. • Risk of use for short-term rentals instead of long-term. • Affordability and risk of turning into AirBnBs/VRBOs.

Is there anything else you want city staff to consider when they develop the standards and requirements for allowing ADUs in existing garages?

- Allow only on lots that have the space.
- Clarify if a property owner can "rebuild" the garage on the existing footprint to go to 35 feet, etc.
- Preferable to simply allow property owners to partition larger lots and sell them for development. This would allow fixed income homeowners whose property values (and therefore taxes) have risen to gain additional income, and reduce their property taxes so they can stay in their homes while creating lower cost lots for affordable housing.
- Parking requirements for ADUs is the largest impediment to construction of new units without destruction of existing units.
- Vancouver should consider creating short-term rental restrictions/rules to protect neighborhoods (Walla Walla example after its historic neighborhoods were turning into ghost towns during the week).
- Parking considerations in addition to making sure this type of housing is not an eyesore to the existing neighborhood.
- Consider where parking would be.

"Visitable" Home Construction for Aging in Place

What do you like or dislike about the proposed standards for "visitable" home construction for aging in place?

Likes	Dislikes
• Accommodates community members who have special access needs. • Good, workable concept and great for senior citizens. • Viable option for people aging in place and those with disabilities, and includes a lot of people in homeownership.	• Not clear what this means for existing homes. • May not help with affordable housing issues. • Don't need to incentivize this construction, developers don't need to profit more for creating these features.

• Offering incentives to builders who focus on the needs of the elderly to product more housing that supports aging. • Would make sense in 50 and older communities. • Incentivize accessible construction rather than retrofitting older units.	
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Is there anything else you want city staff to consider when they develop the standards and requirements for allowing “visitable” home construction for aging in place?

- This should be a well-planned effort that factors infrastructure, traffic, and services support into account. Ensure this type of development has Covenants, Conditions, and Restrictions (CCRs) that are enforced (such as a Del Webb or Pulte type of planned community).
- Examine aspect of HOAs on affordability i.e. HOAs may make these types of developments harder for elderly on fixed incomes to afford.
- Why is this limited to new home construction? It should also be allowed for existing homes to allow existing homeowners to adapt their homes so they can age in place without paying high permit fees.



MEMORANDUM

DATE: June 1, 2021

TO: Mayor and City Council

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

RE: Clark County Vacant Buildable Lands Model (VBLM)

CC: Eric Holmes, City Manager

This memo is written in follow up to the attached April 13, 2020 Council memorandum on this subject, and to confirm the overall direction of City staff advocacy in advance of an upcoming Clark County Council public hearing on updates to the regional Vacant and Buildable Land Model (VBLM).

The VBLM model is mainly used to determine the appropriate sizes of urban growth areas (UGAs) countywide needed to accommodate the new 20-year population and employment growth forecasts that are not yet known but will be selected by Clark County with City consultation as part of next full County Comprehensive Plan update, which will occur in 2025. The model is also used to estimate long term capital facilities needs in UGAs and service districts. The model has separate residential and employment portions, each consisting of a set of assumptions about how land develops over time.

The model is technical in nature and has no direct regulatory impacts, but does have long term policy implications. If the amount of land needed to accommodate a given amount of growth is overestimated, there are negative effects for sprawl and the efficient use of land, and actual growth may exceed levels planned for in capital facility plans. If the amount of land needed land is underestimated, growth may be hindered and there may be upward pressure on housing prices, although this is offset in large part by the legal requirement to restock 20-year UGAs and land supplies every 8 years, well before they run out. An imbalance between the residential and employment halves of the model, if one is reasonably accurate and the other not, may skew the long-term balance of jobs to housing.

New statutory changes and guidance from the Department of Commerce for updating local buildable lands models were completed in 2017 and 2018, emphasizing among other things the need for local governments to show their work. Clark County convened a local Buildable Lands Project Advisory Committee (BLPAC) from December 2019 to January 2021 to recommend updates to various individual assumptions which make up the local model, which has not been

updated in 14 years. Vancouver staff served on the local BLPAC committee, as well as an earlier state level committee advising the Department of Commerce on the recent guidance.

City staff's overriding objective has been to update the local model to the point where it is reasonably accurate, in particular fixing what appears to be a significant underestimation of residential growth capacity. As noted in the April 2020 Council memorandum, a comparison between actual growth and annual published model reports of remaining growth capacity indicated the model had only accounted for approximately 2/3 of actual population growth in urban areas countywide since 2010, and only 1/2 of actual population growth that occurred after 2017. The problem appears to be greatest but not limited to Vancouver. More recent data suggests the undercounting has continued to worsen. The final BLPAC committee recommendations for updating various individual assumptions would likely reduce the gap, but do not appear to come close to fixing it. See recent City staff comments [here](#). County Councilors have also suggested in recent worksessions that they may move away from some Committee recommendations, which in City staff's view would further worsen the undercount.

The model's problems appear to be more focused on the residential estimates. On the employment side some individual assumptions such as not accounting for home-based jobs may need updating, but the overall employment model capacity estimates have not shown evidence of a deep and worsening gap like the population capacity estimates do.

The County Council has scheduled a [public hearing on June 15](#) to consider a resolution adopting a set of assumptions to estimate long term urban population and employment capacity countywide. Adopting assumptions to help size UGAs to accommodate new growth forecasts is not required until June 2025. However, the Growth Management Act requires adoption of a Buildable Lands Report estimating remaining capacity in existing UGAs at least three years prior to the Comprehensive Plan adoption deadline, which would mean adopting the report by June 31, 2022.

Pending City Council consultation, staff envisions continuing to advocate for achieving a reasonably accurate model and fixing the residential undercount problem identified in the April 2020 Council memorandum. We believe the following are important steps to achieve this:

- Updating the VBLM model based on development data rather than field observations or anecdotes
- Evaluating the proposed model as a whole, not just individual assumptions in isolation, and comparing the overall model performance against actual recent growth to check the model's accuracy.
- Ensuring that model assumptions recognize the evolving nature of development in the City of Vancouver, as well as in the Vancouver UGA and other local jurisdictions.

Staff contact for any questions and concerns is Bryan Snodgrass, bryan.snodgrass@cityofvancouver.us.

Attachments

- April 13, 2020 Staff memorandum to the City Council



MEMORANDUM

DATE: April 13, 2020

TO: Mayor and City Council

FROM: Chad Eiken, Community and Economic Development Department Director

RE: Clark County Buildable Lands Advisory Committee

CC: Eric Holmes, City Manager

This memo is intended to provide Council with an update on the current Clark County effort, also involving the City of Vancouver and other parties, to update the County Vacant and Buildable Lands Model and underlying assumptions. This regional model is used to estimate capacity for long-term growth in urban areas countywide and has no direct regulatory impact. Its primary function will be to determine the appropriate sizes of urban growth areas needed to accommodate new population and employment growth forecasts to be selected by Clark County as part of next full County Comprehensive Plan update in 2025. The adoption of countywide and UGA growth forecasts is the responsibility of counties, in consultation with cities, under the Washington State Growth Management Act (GMA). Clark County will initiate this under a separate process to be determined prior to 2025.

The regional capacity model is being updated now in response to recent statutory changes requiring production of a countywide Buildable Lands Report (BLR) three years prior to Comprehensive Plan updates. The report is intended to compare actual development patterns with adopted assumptions, and estimate whether remaining lands in urban growth areas are adequate to meet remaining population and employment growth targets under current plans. Assumptions about what land is available for long term development or redevelopment versus what land will be set aside for infrastructure or environmental regulations, and how much growth will occur on those lands, will be tested. Clark County has secured state grant funds, retained consultants, and established a Project Advisory Committee for this task. More information is available [here](#). Vancouver is represented on the County committee by Planning Commission Chair Marjorie Ledell, and Principal Planner Bryan Snodgrass, who served on the state committee which drafted recent guidelines for completing this work. The local committee will meet approximately monthly through September 2020 before submitting recommendations to the County Council, which must adopt the Buildable Lands Report by June 2022.

Primary City staff objectives in this process are to increase the accuracy of the model, which has not been updated since 2007 and appears to have significantly underestimated actual population growth since that time, primarily but not only in Vancouver. Based on a comparison between actual

growth and annual published model reports of remaining growth capacity, it appears that the model has only accounted for approximately 2/3 of actual population growth in urban areas countywide since 2010, and only 1/2 of population growth in recent years. Potential sources of the residential undercount are that the model currently makes no assumptions for growth occurring through redevelopment, and assumes vacant residential land will develop at relatively low densities.

We will also keep the Council informed as any information on the process for selection of new countywide long term growth forecasts comes into focus.

Staff Contact: Bryan Snodgrass, Principal Planner, Bryan.Snodgrass@cityofvancouver.us