

DATE: February 27, 2023

TO: Mayor McEnerny-Ogle, City Council

FROM: Eric Holmes, City Manager

CC: Kate Drennan, Principal Planner, Community Development Department; Rebecca Kennedy, Deputy Director, Community Development Department; Ryan Lopossa, Streets and Transportation Division Manager, Public Works

RE: **Fourth Plain Safety and Mobility Study, Phase 2 Update**

Introduction

The City is advancing two important projects that help implement the City's Complete Streets Policy: The Fourth Plain and Fort Vancouver Way Safety and Mobility Studies. These two corridors have historically high crash rates and do not provide safe or comfortable facilities for all users. Phase 1 includes portions of Fourth Plain and Fort Vancouver Way, and striping plans are advancing for the 2023 paving season. This memo and agenda item will present the recommendations for Phase 2 of the Fourth Plain Project for the section of roadway spanning from Fort Vancouver Way at the west end to Andresen Road at the eastern project limit.

Overview and Summary of Recommendation

What We Heard

The Project team has engaged communities along the corridor, including businesses, the public and stakeholders throughout the project. As shared during the November 14th, 2022, Council Workshop, area stakeholders and the wider public largely support the repurposing of vehicle travel lanes to improve safety and mobility on the corridor. In-person feedback gathered during community events favored bus reliability treatments (33%), either bus or bike treatments (33%) or favored bike safety treatments (17%). Online open house feedback was more evenly split on priority treatments with 63% supportive of bicycle-focused improvements and 66% supportive of bus-focused improvements. In-person canvassing of local, BIPOC business owners found a strong preference for bus-focused improvements (44% to 9% favoring bike improvements).

From City Council, we've heard a focus on advancing the strategic plan goals of safety, equity and climate. As the premier bus rapid transit corridor in the region serving the most diverse area of the

City, there is a desire to keep transit on-time and reliable on the corridor both today and in future years that will see added growth. There is also a goal to improve the facilities for people using other modes, such as walking, rolling, and riding bicycles or other small mobility devices.

We also gathered feedback from Transportation and Mobility Commission (TMC) throughout the project. We have heard a desire to increase space and predictability for mobility users on the corridor. We have also heard a desire for as much consistency as possible, so all users know what to expect on the roadway. Finally, the TMC reviewed, and Council endorsed performance criteria for evaluation of options based on improvements for people walking, using mobility devices, bicycling, and using the bus, safety improvements for all users, greenhouse gas reduction, equitable outcomes, and access to businesses, jobs, services, parks, recreation, and education.

Project Recommendation

Background

The recommendation is organized into three pieces in response to the design constraints and a thorough evaluation of alternative treatments. The team recommends a restriping design that improves facilities from existing conditions for all users and can be advanced within the project timeline. Secondly, the team recommends complementary capital/multimodal projects to build out near-term alternative and parallel facilities while planning for a longer-term major capital undertaking between 62nd Avenue and Andresen. The following includes a discussion of the constraints impacting project development, and some of the design treatments considered based on feedback from the public, Council, and the TMC.

Design Background Constraints

Throughout the design alternatives project phase, the team explored many design ideas to evaluate their technical feasibility and adherence to existing ordinances and operating agreements. In evaluating each idea, the project team worked within the following constraints:

1. **Paving project limits** – as a paving project, we considered designs within the curb-to-curb roadway that can be implemented with striping and other limited capital investment
2. **Transit Reliability** – Maintaining transit travel time and reliability is a guiding value embedded in the project, and enshrined in operating agreement between C-TRAN and the Federal Transit Administration
3. **Concurrency policy** – The City has adopted ordinances relating to performance of the roadway. Disregarding concurrency standards may limit the City's ability to hold private parties (developers) to similar standards to improve the system, and could limit the City's ability to advance other goals like adding housing stock and other development along the corridor

4. **Federal Funding/Timing** – The paving project is grant-funded with obligation deadlines that require a striping plan move forward in Spring 2023 for the 2024 paving season.

Design Treatments Considered

Extra-wide buffered mobility lane. The project team explored the feasibility of a design that repurposed the entire outside travel lane to a buffered mobility lane. In this scenario, the Vine bus would operate in the general-purpose travel lane. To serve the Vine transit stations, bus platforms would need to extend across the mobility lanes to reach the doors where the Vine would stop in lane. This raised several significant design challenges. First, mobility users would need to travel through the platform station area, crossing paths with transit riders boarding and alighting, by ramping up, across and down the platforms. Second, the design would need to line up exactly with Vine doors to allow for level boarding. However, in designing the platform the team learned that the steep crown of the roadway meant that a level extension from the sidewalk station to the travel lane would not align with the doorways. To accommodate the difference in roadway height, the platform extensions would need ramps to move passengers up to the correct level. Building the ramps would add to the dwell time of the bus while passengers moved across the platform and navigated the ramps, as well as the mixing zone of mobility users. In the end, this design was not chosen because of the added transit dwell times, complicated and costly platform design, and uncomfortable mixing between mobility users and transit riders in the constrained platform space.

Mix of extra wide buffered mobility lane with transit acceleration lanes. The project team explored an additional option where the outside lane was converted to a buffered mobility lane, except around Vine station areas. In this scenario, the Vine would operate in the general-purpose travel lane until it reached a station area, where it would serve the stop as it does today. Once leaving the stop, the Vine would operate in its own acceleration lane to enable it to merge back into the general-purpose lane without delay. In addition to the acceleration lane, the City explored using 'reverse transit-signal priority' to hold general purpose traffic at stoplights to create gaps for the bus to merge back into traffic. The ability of the Vine to enter the travel lane without delay is a critical component to maintaining travel time and schedule, particularly with reduced roadway capacity on the corridor, and to maintaining agreements established with the Federal Transit Administration (FTA). In exploring this option, the team determined that the number and length of acceleration lanes needed would yield minimal additional mobility lane capacity and would create confusing and inconsistent treatments across the corridor. This design was not chosen as the benefit would be marginal compared to the inconsistent lane configurations, signal timing disruption, and unknown impacts to C-Tran travel times.

Routing mobility users north at 62nd for parallel travel. The project team explored a proposed concept to route mobility users off of Fourth Plain at NE 62nd Avenue toward NE 32nd Avenue, NE 65th Avenue, toward an existing dirt path along SR-500. Under this scenario, the project would need to create connections along the existing roadway and explore development of a new multi-use path along the SR-500 off-ramp to connect to Andresen Road. The team identified challenges with the path adjacent to the highway and a wetland area, and currently home to unhoused communities. In

addition, the path leads to a large, interchange intersection where the closest crossings for mobility users are south at Fourth Plain, or north at NE 40th.

Expanding sidewalks or off-street facilities on Fourth Plain. The project team explored a proposal to expand the sidewalk area between 62nd Avenue where mobility lanes drop, and Andresen Boulevard. The team explored the location of City property lines and available clearance behind existing sidewalks. The team determined there are significant impacts along the corridor, including: utility and streetlight pole relocation, removal of existing landscaping and trees, extensive regrading and mitigation for adjacent steep slopes, moving private fence lines, and other unknown issues, in addition to the need to purchase an indeterminant amount of right-of-way. The team determined that given the complexity and cost of this proposal, it was not feasible as part of the near-term project implementation but should be further pursued as part of the 10-Year Investment Strategy for Fourth Plain Blvd- now called Fourth Plain For All: Investing in Our Future. The City recognizes that Fourth Plain Boulevard is an important link in our transportation system, and creating a standalone project to pursue adding off-street facilities in this segment is vital for creating a connected network.

Action, Timeline, Next Steps

The workshop purpose on February 27th is to provide an overview of the Project Team recommendations, answer questions and collect feedback. The project will have a public hearing before the Transportation and Mobility Commission on March 6th, where the team will ask for TMC endorsement of the Phase II recommendation. Following that, the project will come back before City Council on the consent agenda for endorsement to advance the restriping designs ahead of federal obligation deadlines, and to add the recommended Capital Projects to the Transportation Improvement Program.

Kate Drennan, Principal Transportation Planner, Community Development Department
Kate.Drennan@cityofvancouver.us, (360)487-7959



Fourth Plain Blvd and Fort Vancouver Way Safety and Mobility Project

Project Update: Phase 2 Recommendations

City Council
February 27, 2023



Kate Drennan, Principal Planner

Ryan Farncomb, Consultant Project Manager, Parametrix

Mtg Purpose & Agenda

- Project Overview and Updates
- Recommendations and Alternatives Evaluation
- Next Steps



Project Overview

The Fourth Plain Blvd and Fort Vancouver Way Safety and Mobility Study is:

- Considering how to **repurpose existing road space** to make the corridor safer for all
- **Looking at ways to make the streets safer for everyone** – including people who drive, walk, ride a bike, use a mobility device, or ride the bus
- **Identifying other potential safety improvements**

Alignment with City Strategic Priorities



Council Values	Proposed Solutions
Safety	Safety improvements along Fourth Plain repurpose road space for transit and active transportation, including Business Access and Transit (BAT) lanes, expanded buffered mobility lanes, and narrowed vehicle lanes.
Equity	Equity-focused outreach showed strong community and business support for lane reconfiguration and transit improvements; transit serves a broad group of users
Climate	Improvements reallocate road space for transit and widening mobility lanes, providing supportive infrastructure for lower-carbon travel modes.

Prior Review **Transportation and Mobility** **Commission**

TMC Meeting Date	Topics	Actions
April 5, 2022	Issues and needs on Fourth Plain; traffic analysis results;	TMC feedback to inform design options
June 7, 2022	Issues and needs on Fort Vancouver Way; traffic analysis results	TMC feedback to inform design options
September 6, 2022	Reviewed Phase 1 design options	TMC feedback to inform design refinement
October 4, 2022	Evaluation of Phase 1 designs; initial updates from second phase of public outreach	TMC recommendation for Phase 1
November 1, 2022	Reviewed Phase 2 design options; reviewed full public feedback received in second phase of outreach	TMC feedback to inform design refinement
February 7, 2023	Reviewed Phase 2 recommendations, answered questions, collected feedback	Provide feedback on recommendations

Prior Review: Council

Council Meeting Date	Topics	Actions
July 19, 2021	Reviewed project scope and goals	Funded project planning in 2021-22 budget
December 20, 2021	Updates on project timeline	None
July 11, 2022	Updates on Phase 1 public outreach	Feedback on public outreach approach and issues in both corridors
October 3, 2022	Reviewed preliminary recommendations for Fourth Plain cycle track and Fort Vancouver Way lane reconfiguration (Phase 1); Outreach updates from phase 1 and phase 2	
October 24, 2022	Reviewed design recommendations for Phase 1; Outreach updates	Approved Phase 1 design recommendations
Nov 14, 2022	Reviewed preliminary recommendations for Fourth Plain (Phase 2)	Feedback on alternatives

Project Timeline

- Re-paving of Fourth Plain and Ft. Vancouver Way will take place in two phases:
 - 2023: Fourth Plain from F Street to Fort Vancouver Way and Fort Vancouver Way between Mill Plain and Fourth Plain
 - 2024: Fourth Plain from Fort Vancouver Way to Andresen.
- On Feb 27th, The project team will bring recommendations for Phase 2 – Fourth Plain between Ft. Vancouver Way and Andresen – which will be repaved in 2024 – and additional investments.

Project Construction Phases

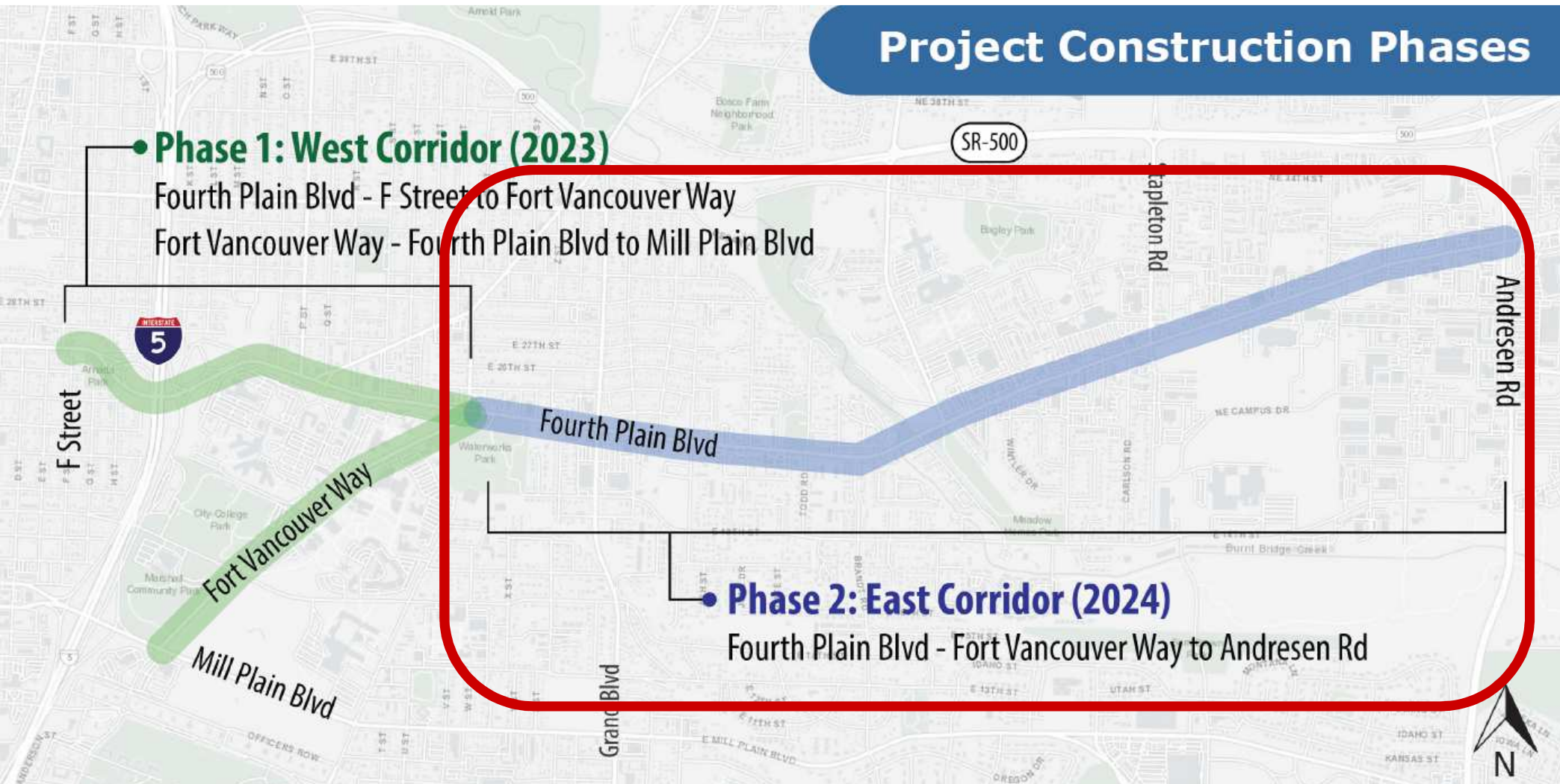
• Phase 1: West Corridor (2023)

Fourth Plain Blvd - F Street to Fort Vancouver Way

Fort Vancouver Way - Fourth Plain Blvd to Mill Plain Blvd

• Phase 2: East Corridor (2024)

Fourth Plain Blvd - Fort Vancouver Way to Andresen Rd

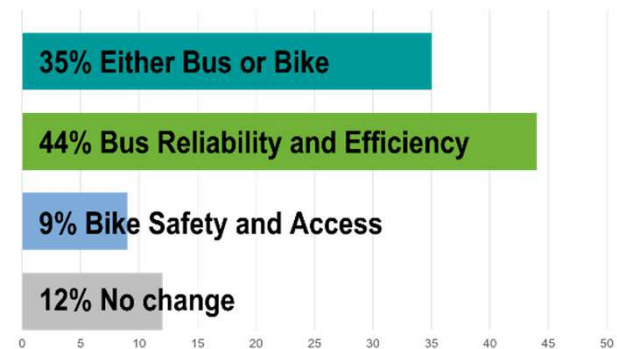


Corridor Constraints

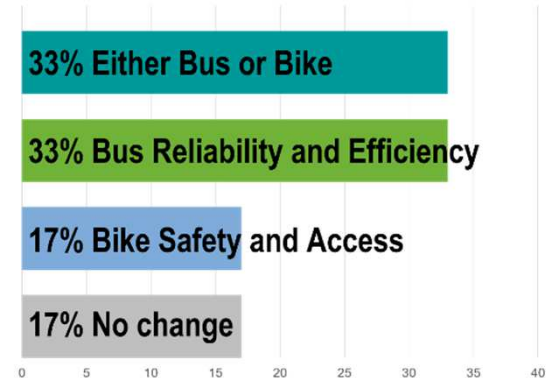
- This project can address many - but not all - corridor needs and issues.
- There are important **constraints** and **tradeoffs**.
 - **Constraints** include:
 - Working within the existing “curb to curb” pavement. Some parts of the corridors are narrower than others, and a single cross section won’t be possible
 - Prior obligations made by CTRAN as part of the funding agreement for The Vine with the federal government; “in lane” bus stops for speed and reliability
 - Available funding and deadlines for use
 - Concurrency ordinances require maintaining a minimum level of traffic flow

Community Engagement

- Strong preference overall for lane repurposing from both residents and businesses
- Businesses valued transit improvements somewhat more than residents/ general public
- Council & TMC Values
 - Improve safety
 - Center equity
 - Maintain transit travel times (do no harm)
 - Improve corridor for mobility users
 - Strive for consistency & legibility of facilities



Businesses Responses



Resident Responses

Outreach Timeline

				Outreach Milestone 1	
2022	February	March	April	May	June
				• Tabling events • Canvassing • BeHeard launch • Online open house and Survey launch • Presentation to Fourth Plain Forward Community Advisory Committee	• Phone outreach • One-one stakeholder meetings • Neighborhood Association presentations, many including Fourth Plain Forward
Outreach Milestone 2					
July	August	September	October	November	December
	• Tabling event in coordination with Fourth Plain Forward • Meeting with Fourth Plain Forward	• BeHeard launch • Online open house and Survey launch • Tabling events • Focus groups • Meeting with Fourth Plain Forward Healthy Communities Advisory Committee	• Business canvassing • Mailer to households and businesses • Tabling events	• Neighborhood Association presentations, many including Fourth Plain Forward	

Recommendations from the Project Team

Enhanced transit & mobility lane reconfiguration for 2024 repaving effort

3 new mobility-focused TIP projects for placemaking and improved bike network

New capital project to add multiuse facility along Fourth Plain between 62nd and Andresen

Recommendation 1:

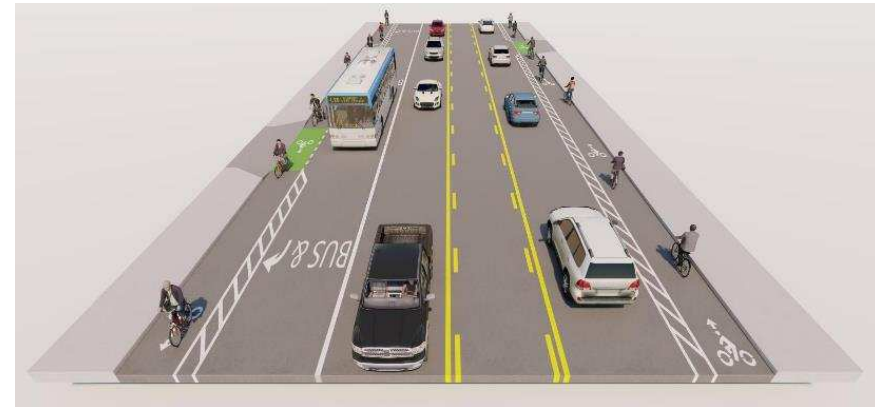
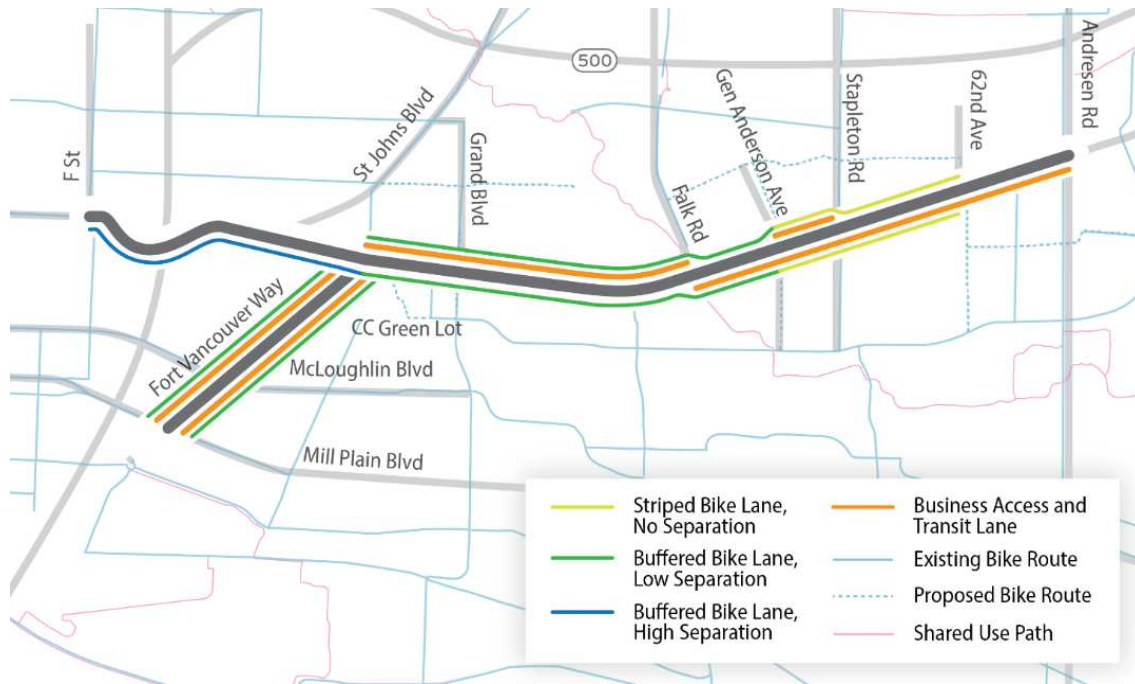
Enhanced Transit Mobility Lane Reconfiguration

- The team recommends a design for the 2024 paving project that preserves transit travel time reliability and includes improvements for mobility users.
- Design repurposes a travel lane in each direction to add a Bus Access Transit lane; east of Stapleton, maintain two westbound vehicle lanes.
- Includes buffered mobility lanes between St. Johns and Fort Vancouver Way and expanded striped mobility lane from General Anderson to 62nd Avenue.
- Vehicle lanes will be narrowed to reduce speeds and reallocate space.

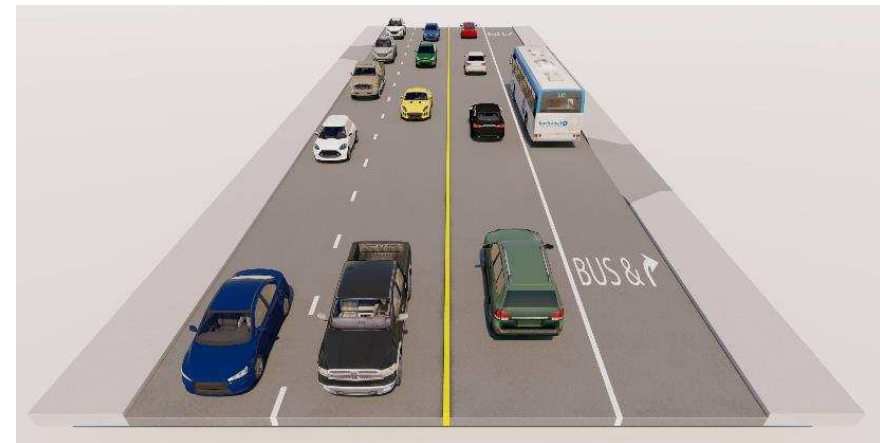
Recommendation 1: Enhanced Transit Mobility

Lane Reconfiguration

Ft. Vancouver Way to Falk, facing east



62nd to 65th, facing east

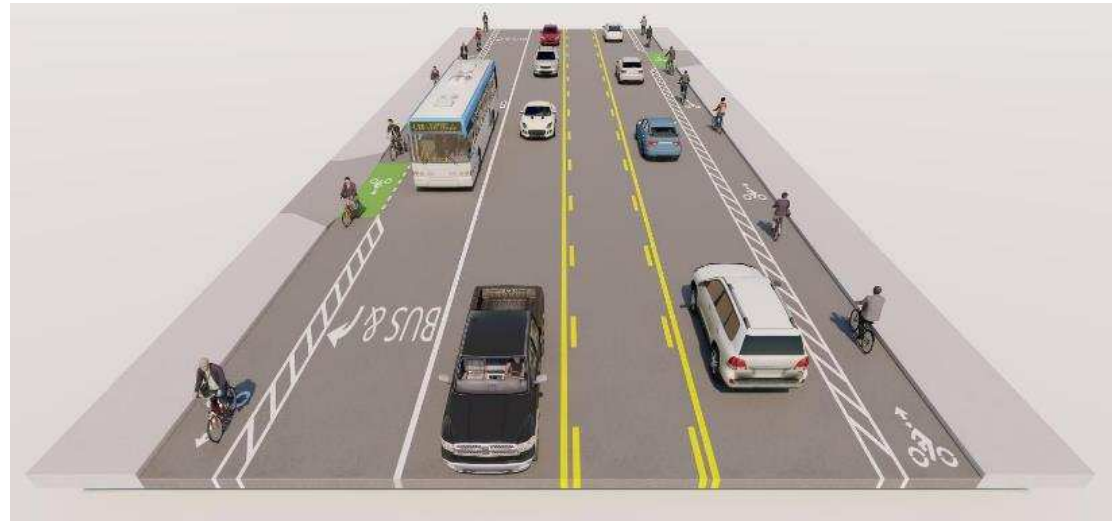


Recommendation 1: Enhanced Transit Mobility

Lane Reconfiguration: Ft. Vancouver Way to Falk



Existing Condition



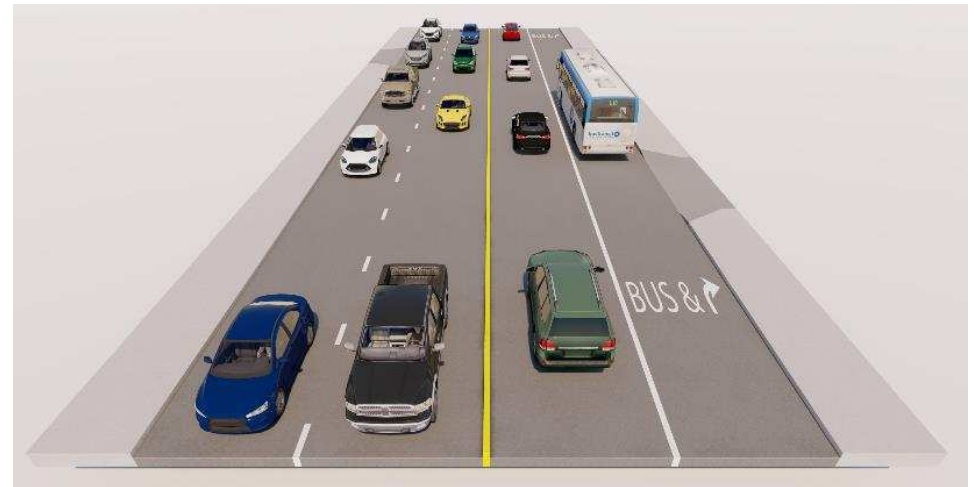
Recommended Design, looking east

Recommendation 1: Enhanced Transit Mobility

Lane Reconfiguration: 62nd to Andresen



Existing Conditions: 62nd to 65th



62nd to 65th, facing east – intersection retains turn pocket(s)

Recommendation 2:

New Mobility-focused TIP Projects for Placemaking and Expanded Bike Network

- The team recommends adding **three new capital projects** to the Transportation Improvement Program to create quality mobility lane connections to parallel east-west corridors.
 - Restripe Stapleton to add buffered mobility lanes between Fourth Plain and 18th Street.
 - Improve existing mobility lanes on 18th Street with buffers and vertical delineators, connecting to future projects on NE Burton Road.
 - Intersection street mural at Fourth Plain and Falk where Burnt Bridge Creek Trail crosses the corridor; traffic calming and celebration of culture and community of the International District on Fourth Plain.
- Evaluate appropriate traffic calming for Brandt Rd. and Grand Blvd.





Intersection Murals in St. Petersburg, FL

ArtWalk Crossings in Des Moines



Recommendation 3:

Capital Project for a New Multiuse Facility along Fourth Plain from 62nd to Andresen

- Off-street multiuse facilities between 62nd and Andresen to serve mobility users
- City will coordinate with property owners to purchase right of way, relocate utilities, remove trees, other mitigation
- This is recommended for community prioritization in the forthcoming Ten-Year Investment Strategy for Fourth Plain- Fourth Plain For All: Investing in our Future- given cost and complexity and time needed

Ten Year Investment Strategy Project Recommendation



Values	Proposed Solutions
Emphasis on safety for all users	Safety improvements along Fourth Plain that repurpose road space for transit and active transportation, including Business Access and Transit (BAT) lanes, expanded buffered mobility lanes, and narrowed vehicle lanes
Emphasis on equity	Equity-focused outreach showed strong community and business support for lane reconfiguration and transit improvements; transit serves a broad group of users
Strong desire for mobility lanes throughout the whole corridor and an emphasis on bike mobility	Mobility lane improvements to improve and expand the network for cyclists
Desire for consistent treatments along the corridor, as much as possible given variations	Lane reconfiguration provides as few transitions as possible, given varying road width
Desire for placemaking and community celebration; Fourth Plain as a prosperous, vibrant place that people want to travel	Intersection mural at Fourth Plain and Falk to help slow traffic and celebrate culture and community
Need to address mobility within the Andresen intersection and beyond, outside of this project's area of impact	City staff is moving this concept forward
Need for better connectivity – an expanded network of mobility lanes	Added mobility lanes on Stapleton; improvements to 18 th Street mobility lanes; new off-street multiuse facility at east end of Fourth Plain from 62 nd to Andresen

Evaluation – Fourth Plain *Fort Vancouver Way to Andresen*

Evaluation Criteria	No Action	Alternative 1 Enhanced Mobility Lane Focus	Alternative 2 Enhanced Transit Mobility Focus	Package: Hybrid Mobility and Transit Solutions
Mobility improvement for people walking, using a mobility device, bicycling, or using the bus	○	●	●	●
Safety improvement for all users of the corridor	○	●	◐	●
Greenhouse gas (GHG) reduction	○	●	●	●
Equitable outcomes	○	◐	●	●
Access to businesses, jobs, services, parks and recreation, education	○	●	●	●

Next Steps & Discussion

- Any concerns, feedback for Project Team
- March 7th – Public Hearing on Recommendations at Transportation & Mobility Commission
- March 20th - Project Recommendations on City Council consent agenda

Thank you!

Staff Contact:

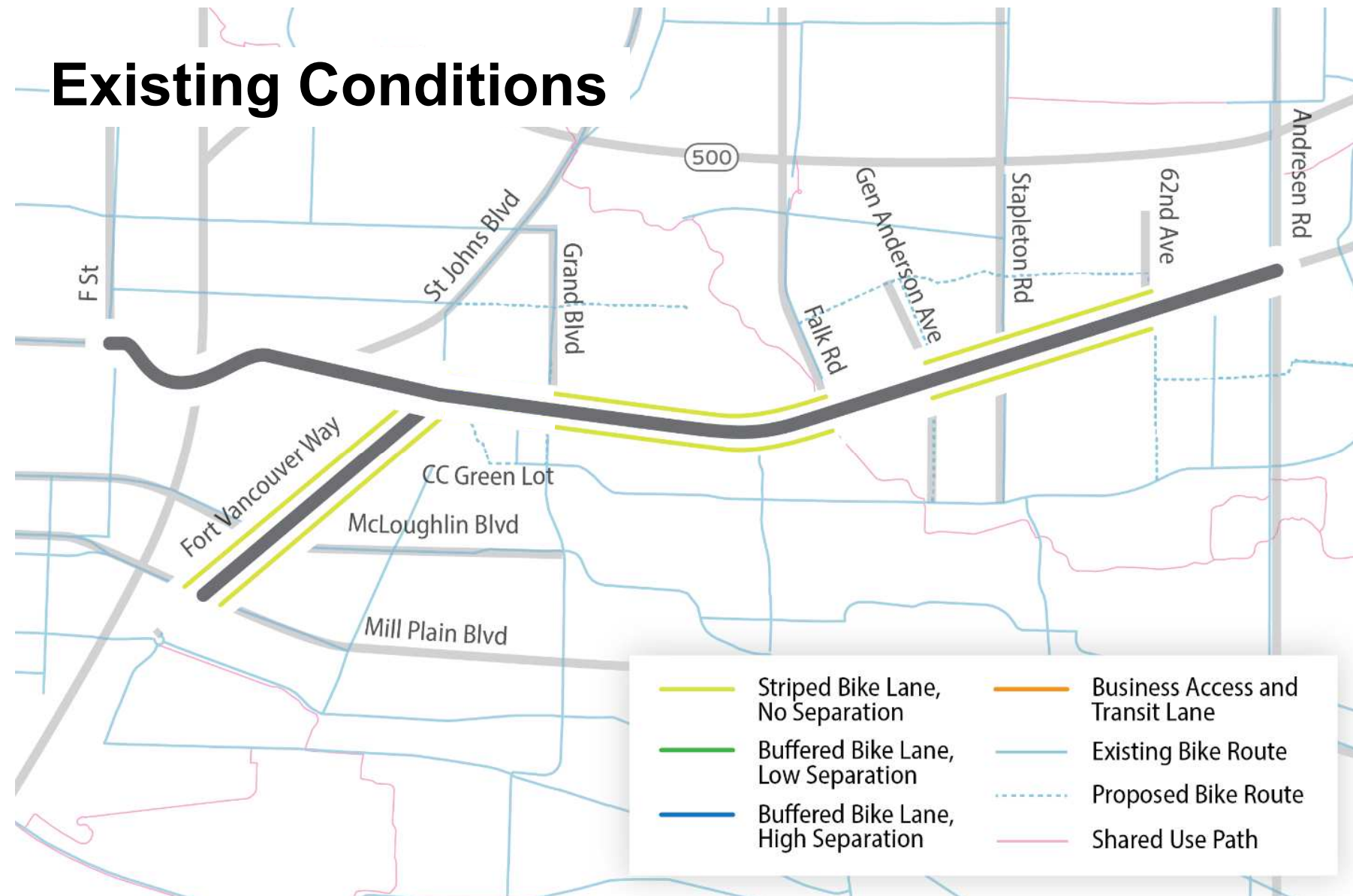
Kate Drennan, Principal Transportation Planner, CDD

Kate.Drennan@cityofvancouver.us

Reference Slides



Existing Conditions



Traffic Analysis – quick reminder

	Existing Conditions	2040 “No Build”	2040 Alternative 4
Corridor average speed during MORNING peak hour (7:30 – 8:30 AM)	EB: 24 MPH WB: 24 MPH	EB: 23 MPH WB: 23 MPH	EB: 24 MPH WB: 23 MPH
Corridor average speed during EVENING peak hour (4:00 – 5:00 PM)	EB: 23 MPH WB: 22 MPH	EB: 22 MPH WB: 21 MPH	EB: 22 MPH WB: 21 MPH

TMC & Council feedback

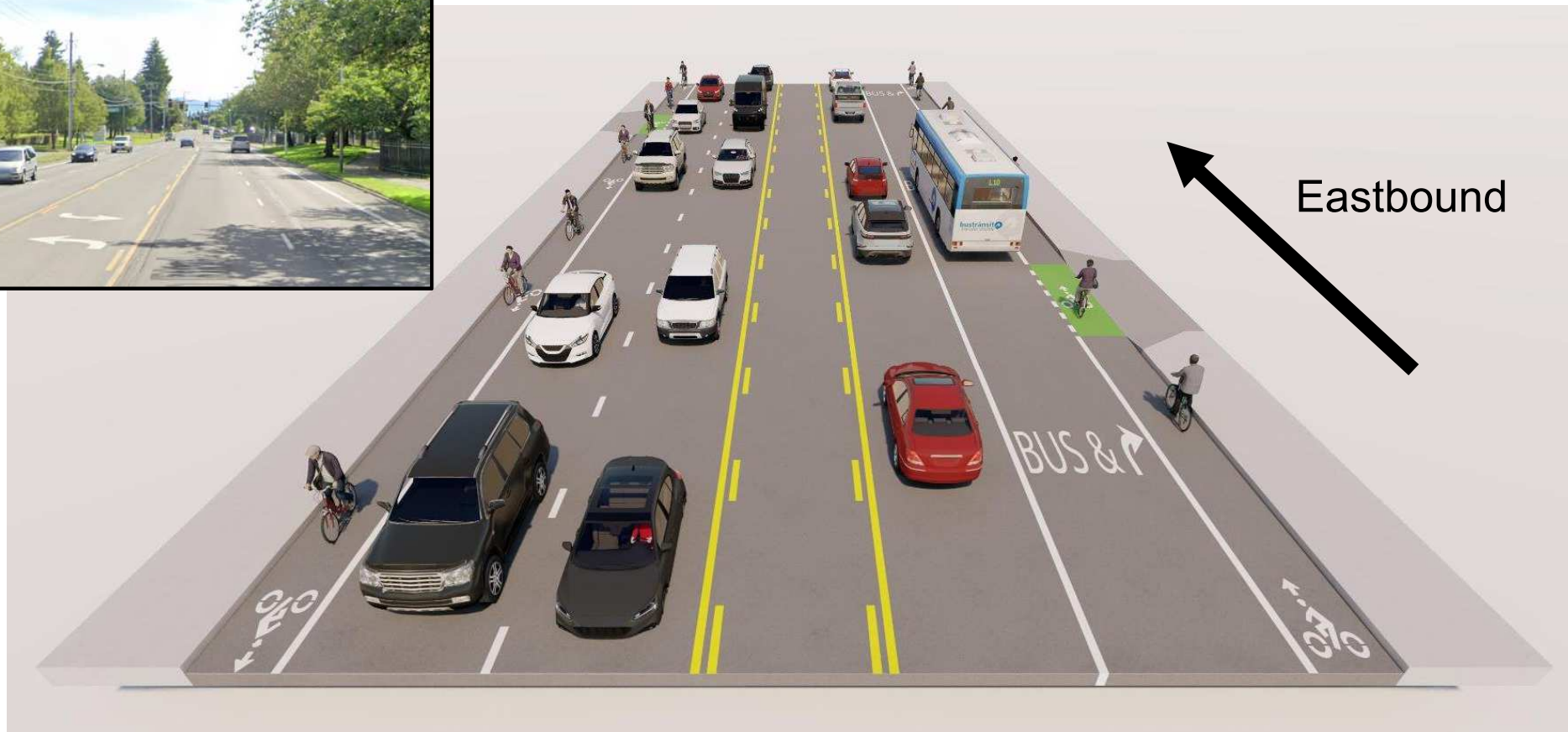
- Emphasis on safety
- Emphasis on equity
- Strong desire for mobility lanes throughout the whole corridor and an emphasis on bike mobility
- Desire for consistent treatments along the corridor, as much as possible given variations
- Desire for placemaking and community celebration; Fourth Plain as a prosperous, vibrant place that people want to visit
- Need to address mobility within the Andresen intersection and beyond, outside of this project's area of impact
- Need for better connectivity – an expanded network of mobility lanes

Fourth Plain east of Stapleton

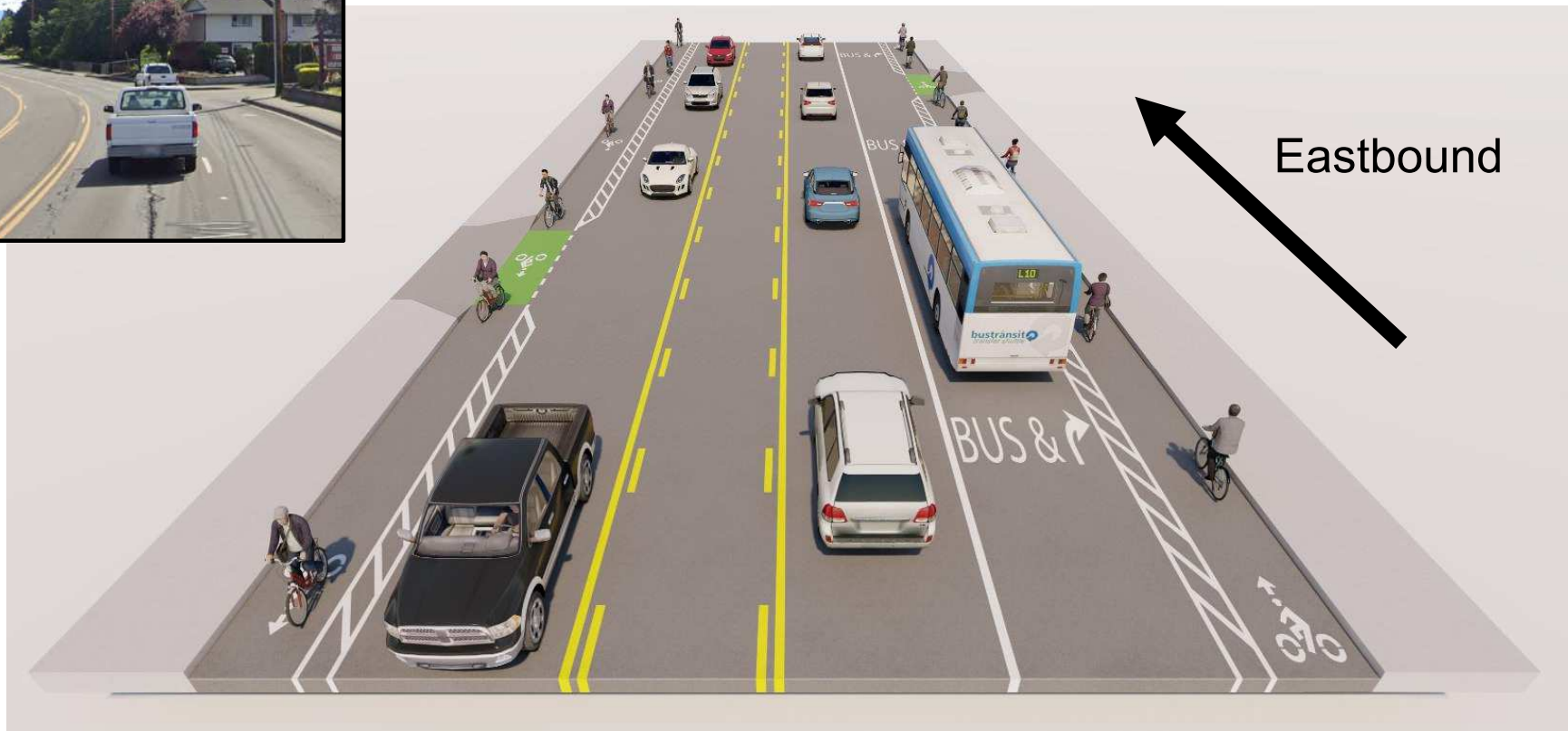
- **Transit reliability is prioritized** because of greater traffic and greater need to maintain bus travel speed and reliability.
- Corridor is more constrained east of 62nd
- Retaining two westbound travel lanes between Stapleton and Andresen to maintain traffic mobility
- With any alternative, continuous bicycling facilities would be included on Fourth Plain corridor from F Street to 62nd Ave



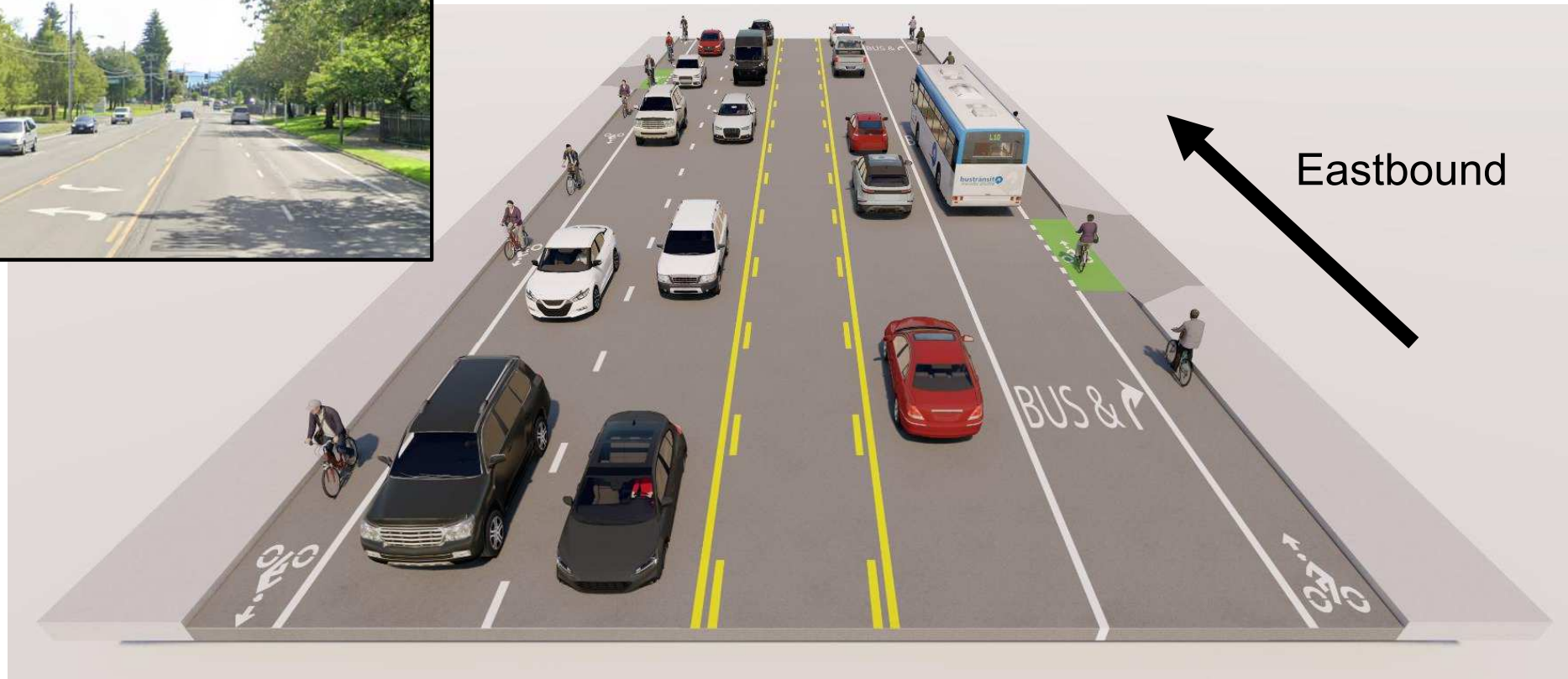
Stapleton to 62nd



Falk to Stapleton



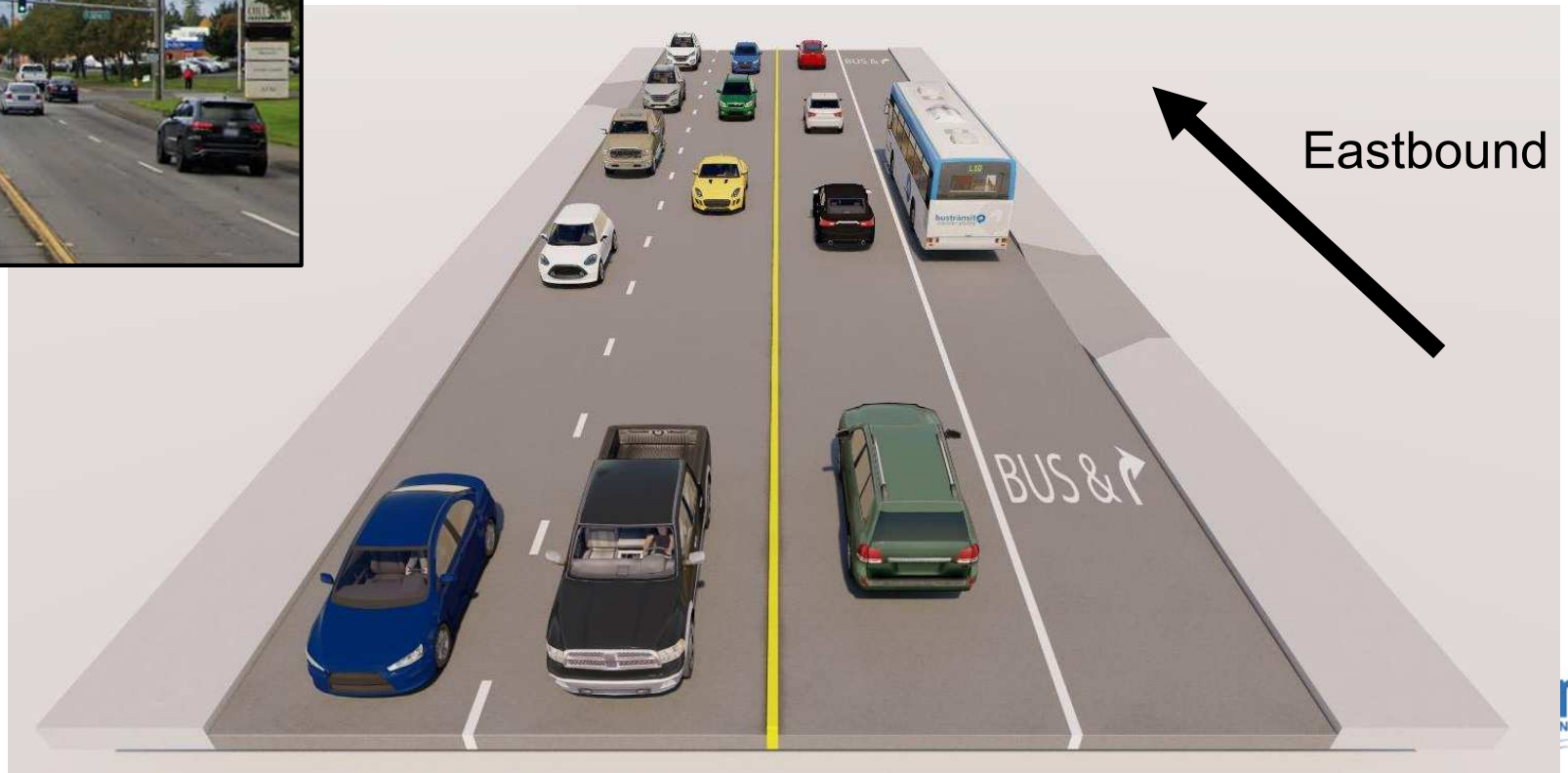
Stapleton to 62nd



62nd to Andresen



The roadway cross section in this segment varies, and includes a concrete median, intermittent center turn lane, and two long turn pockets for 65th Ave and Andresen.





Staff Report: 020-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Interlocal Agreement with Clark County Community Restitution Crew

Key Points

- Clark County, by and through its District Court Corrections, operates a supervised offender community restitution labor crew.
- This partnership presents the courts an alternative to incarceration and provides offenders a chance to make restitution without losing their wages and avoid incarceration if they cannot afford to pay fines.
- Crews are utilized to provide additional maintenance services for parks, sensitive lands, medians, right-of-ways and special facilities throughout the City of Vancouver beyond what full-time staff and contractors provide within available budget.
- A full crew consists of one Crew Chief (Clark County employee) and ten work crew offenders.
- A full crew day is billed at a rate of \$500/day and rates are the same as the last contract. In addition to payment for the crew, the City also pays \$205/person/day through the Corrections Services billing, so a crew consisting of 10 offenders from Vancouver costs the City \$2,505 per day.
- The City provides scheduling, technical and equipment support, coordination and instructions to the crews to attain efficient and effective operations.

Strategic Plan Alignment

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region

Objective 4.1: Increase maintenance levels and accessibility to parks

Present Situation

The City of Vancouver (Public Works/Operations) has contracted with Clark County Corrections for offender labor maintenance services for more than twenty years. This alternative contract partnership has provided the City with an additional resource to complete non-skilled maintenance

tasks within available budget.

The attached Interlocal Agreement provides five crews that can be used for up to 988 crew days over the term of the one-year agreement. Activities include, but are not limited to, general litter removal, landscape maintenance and weeding, road right-of-way and median maintenance, and general park and recreation area maintenance for four full-time crews. A fifth crew will be assigned to the Greenway Sensitive Lands program for removal of non-native plant species, assistance in plantings, and general shrub bed maintenance generally within the Burnt Bridge Creek Greenway and at other sensitive lands within the City of Vancouver.

The attached agreement is one year in duration.

Advantage(s)

- The City can make use of an alternative contract partnership that is affordable and cost effective, allowing City FTE and resources to be most effectively managed and scheduled.
- The community restitution crews complete tasks that further improve the quality of City landscapes, sensitive lands, medians, and rights-of-way within available budget limitations.
- Many of the tasks completed under this partnership are tasks that may not otherwise be completed due to limited resources.
- Community restitution provides an opportunity for people convicted of misdemeanors and other crimes, such as Driving Under the Influence, to work in lieu of paying fines they may not be able to afford or in lieu of incarceration, benefitting both individual offenders and the community. The City provides weekend work times for community restitution crews to minimize impacts to crew members who have other paid employment during the work week. The City has reviewed this partnership from a Diversity, Equity, and Inclusion lens and recommends continuing the partnership contract.

Disadvantage(s)

None

Budget Impact

The use of community restitution crews is funded through the General Fund, Solid Waste and the Stormwater Utility Fund. The 2023 adopted budget includes a sufficient appropriation to cover this service.

Prior Council Review

In 2022, City Council approved the Interlocal Agreement, providing the same number of work crews, at the same rate per crew day of \$500.

Action Requested

Authorize the City Manager or their designee to sign an Interlocal Agreement with Clark County Correction Services for offender restitution crew labor/maintenance services.

Michael Cero, Operations Superintendent, 360-487-8245

ATTACHMENTS:

- ▯ 2023 Clark County ILA

**INTERLOCAL AGREEMENT FOR SERVICES
BETWEEN**

Clark County

PO Box 9806,
Vancouver, Washington 98666-8806
(564) 397-2436 – Fax (564) 896-9878

AND

The City of Vancouver

PO Box 1995, Vancouver, Washington 98668-1995
(360) 696-8177

Interlocal Agreement Period

Beginning: January 1, 2023
Ending: December 31, 2023

Interlocal Agreement: #2023-COR-101

Offender Work Crew Labor

Services and materials provided

Cost: Not to exceed \$494,000/annual

988 crew days at \$500/day*

*excluding any applicable taxes

Program Contacts:

Primary:
Michael Cero 487-8245
Alternate:
Brian Potter 487-8323

Program Contacts:

Program Manager:
Lisa Biffle 397-6045 (1829)
Lead Crew Chief - Dennis David
397-6045 (1801)
Lead Crew Chief – Darren Truax
397-6045 (1815)

Fiscal: Shannon Turk 487-7132

Fiscal: Susan Volz
397-2424 (4731)

Contractual: David Zimmerman
564-397-5646

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Standard & Special Tool List

Clark County and the City of Vancouver agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below.

DATED this ____ day of _____, 2022.

FOR CLARK COUNTY, WASHINGTON,
a political subdivision of the State of Washington

CITY OF VANCOUVER, a municipal
corporation and charter city of the first class in
the State of Washington

Kathleen Otto, County Manager

Eric J. Holmes, City Manager

Attested:

Natasha Ramras, City Clerk

Carrie Lewellen, Deputy City Clerk

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

City Attorney

SPECIAL TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

- A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and the City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington.
- B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. **Clark County by and through its District Court Community Restitution Program** operates a supervised offender labor crew, designated as and hereinafter referred to as “work crew.”
- D. **The City of Vancouver** (hereinafter “City”) desires to utilize the available services of District Court’s Community Restitution work crews.
- E. The purpose of this Agreement is to provide for the utilization of Community Restitution work crews by the City.
- F. District Court and the City desire to reduce to writing their understanding related to the provision and utilization of the Community Restitution Program.
- G. The City requests the assistance of District Court’s Community Restitution Program in order to provide services including but not limited to the following:
 - General litter pick and removal
 - Landscape maintenance and weeding
 - Roadway median maintenance
 - General Park and recreation area maintenance
 - Storm water facilities and stream cleanups
- H. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

II. DURATION OF AGREEMENT

The term of this Agreement is for the period from **January 1, 2023** through **December 31, 2023**.

III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. The City agrees to reimburse District Court for the cost of services provided through the date of termination of the Agreement.

IV. DISTRICT COURT AGREES TO:

- A. Allow the City to utilize work crews. To the greatest extent practicable endeavor to maintain the daily crew size of past practice. However, during a regular weekday (weekends and holidays excluded) if the daily crew size for a specific work crew falls below five (5), then Community Restitution staff will notify the City's primary Program Contact listed on the first page of this Agreement (phone calls will suffice) for the purpose of obtaining a keep or cancel dispatch decision. If at the time of dispatch the primary Program Contact listed is not readily available, then Community Restitution will make contact with an alternate Program Contact from the list to obtain a binding decision as to dispatch of that crew. If it is necessary to deploy crews with three or four crew members, the charge per day for crews that do not meet the minimum size of five members will be reduced by \$50.
- B. Assign only offenders that have been authorized to participate in Community Restitution by a judge of the Superior or District Courts.
- C. Provide all labor, transportation, and equipment necessary for work crew availability. District Court will provide work crew availability on a year-round basis subject to the exception of official holidays recognized by Clark County. Currently, under normal weather conditions, excluding travel time, crews are available for actual duty between the hours of 0830 to 1530, Monday through Sunday.
- D. Provide the tentative work hour schedule(s) to be performed by work crews on a monthly basis.
- E. Provide accident insurance coverage for work crew members assigned to City projects. Such coverage shall be equal to any such coverage presently provided for work crew members assigned to any other county-sponsored Community Restitution project.
- F. Provide Community Restitution staff and work crew members with any personal protection items required under the Washington Industrial Safety and Health Act (WISHA).
- G. Cooperate fully with the City to achieve satisfactory performance from the Crew Chief(s) and work crew(s) in the accomplishment of City projects. District Court will devote sufficient supervisory attention to all concerns raised pursuant to Article V section H (below) to resolve them in a manner that satisfies the City's performance expectations.

V. THE CITY AGREES TO:

- A. Provide a schedule of projects to be completed by work crews on a weekly basis.
- B. The schedule of projects will include: 1) Duties; 2) Locations; and, 3) Priorities of jobs to be completed.

- C. Provide technical staff support, equipment support, coordination and instructions on any new, comprehensive, or special projects as deemed necessary for attaining efficient and effective operations.
- D. In consideration of the need for timely dispatch and deployment decisions, upon receiving notice regarding crew size pursuant to Article IV Section E, the City will communicate to Community Restitution staff a timely decision to dispatch or cancel that crew followed by a written concurrence (e-mail will suffice). In situations where the primary Program Contact is not readily available at the time of dispatch, then an alternate Program Contact listed on the front of this Agreement will issue a binding decision as to deployment of that crew on behalf of the designated Program Contact.
- E. Provide at least one day advance notice to Community Restitution when non-standard tools or equipment from the Special Tool List will be necessary for a project.
- F. When work crews are unable to accomplish an assigned project with the standard tool compliment or with the special tools available, the City, at its option, will either provide Community Restitution with the specialized tools and/or supplies necessary or the City may elect to carry out the unaccomplished duties with City personnel. District Court and the City will cooperate in a conscious effort to respect any tool, equipment, or task restrictions placed upon the City by collective bargaining agreement(s) between the City and City employee labor organizations.
- G. In the accomplishment of City projects, both Community Restitution and the City share a mutual concern about achieving satisfactory performance from the Crew Chief(s) and work crew(s). To that end, the City will utilize the procedure outlined Article V section H below to resolve issues relating to performance.
- H. If there are performance concerns relating to Crew Chief(s) or Work Crew(s) that cannot be resolved directly and immediately with the Crew Chief, then the City's next step in resolving the issue, is to direct that concern in a timely fashion to the Lead Crew Chief in charge of Work Crew operations (at present the incumbents are **Dennis David** and **Darren Truax**). The Lead Crew Chief is empowered to resolve issues relating to Crew Chief or Work Crew performance. If performance concerns are not resolved to the City's satisfaction after working in direct cooperation with the Lead Crew Chief, then the City's next step in resolving the issue is to relate their understanding of the situation to the Program Manager responsible for Community Restitution operations (at present the incumbent is **Lisa Biffle**). Prior to pursuing an alternate means of problem resolution relating to Crew Chief or work crew performance, the City will make a reasonable effort to follow the procedure outlined above.
- I. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary. The City will provide for the mechanized loading or moving of excessively heavy or bulky items when and where it is appropriate.
- J. Where applicable, the City will provide for traffic control consistent with the Washington Industrial Safety and Health Act (WISHA) standards and the manual on uniform traffic control devices (MUTCD).

- K. Provide for timely and adequate review of Community Restitution project activities and work cooperatively with District Court to ensure that project activities are consistent with the City's quality standards.
- L. The City may not require Community Restitution services at all times during the term of the Agreement. When that situation occurs, the City will provide no less than fifteen (15) calendar days prior written notice when services are not required. If and when there has been a cessation of services for the City, the City will provide sufficient advance written notice as to when the resumption of Community Restitution services are to begin.

VI. COMPENSATION

- A. District Court will be compensated for Community Restitution services at the rate of **\$500.00** per crew day exclusive of any applicable taxes. Expenditures may not exceed the aforementioned not to exceed limitation without executing amendment to this Agreement pursuant to Article XVI below.
- B. In the event that the tax rate increases over the term of this Agreement, the remaining work crew days available under this Agreement will be reduced to comply with the not to exceed amount of **\$494,000.**
- C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original budget of **\$494,000** is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. District Court will process a contract modification according to the procedural requirements outlined in Article XVI below.
- D. The City will pay properly documented invoices for all earned services within forty-five (45) days of the receipt of the invoice.
- E. The City has provided budgetary authority to compensate District Court at or within the aforementioned dollar limits. If the City's budgetary authority relating to this Agreement changes over the term, the City may adjust the dollar limits set forth above through the Agreement amendment process as outlined in Article XVI below.

VII. BILLING METHOD AND PROCESS

- A. District Court will bill the City for Community Restitution charges on a monthly basis.
- B. The billing invoice with backup documentation will identify the dates when work was accomplished; resources used, and include the amount due for that billing period.
- C. The monthly billing invoice from District Court to the City will include sufficient backup documentation to verify the actual work performed for the billing period. This information will be reviewed by District Court prior to billing.
- D. District Court will provide timely processing of billing invoices. District Court processes its billing invoices internally, and then forwards invoices to the Accounts

Receivable section of the County Auditor's office. The Clark County Auditor Accounts Receivable department will send the billing invoice to the City's Contract Manager for payment. Inquiries regarding a billing should be directed to the District Court fiscal contact as indicated on the contract face sheet.

VIII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

District Court and the City contract managers shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Each month, Community Restitution and City contract managers shall review service levels, service delivery, and costs. During the term of this Agreement, the respective contract managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

IX. DISPUTE RESOLUTION

In the event of a dispute between District Court and the City regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the District Court Presiding Judge and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Manager and City Manager. The decision of the County Manager and the City Manager regarding the dispute shall be final as between the parties.

X. INDEPENDENT CONTRACTOR

District Court is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District Court and the City or between any of District Court's or City's employees. District Court shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by Community Restitution pursuant to this Agreement. Nothing in this Agreement shall make any employee of District Court an employee of the City or any employee of the City an employee of District Court for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

XI. HOLD HARMLESS/INDEMNIFICATION

A. **DISTRICT COURT RESPONSIBILITY.** District Court 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, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Community Restitution pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against District Court, the City retains the right to participate in said suit if any principal of public law is involved.
 2. This indemnity and hold harmless shall include any claim made against the City by an employee of District Court or subcontractor or agent of District Court, even if District Court is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW except to the extent that such liability arises from the sole negligence of the City. District Court specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that District Court shall provide the broadest scope of indemnity permitted by RCW 4.24.115.
- B. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless District Court, 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, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the conduct of the City pursuant to this Agreement.
1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, District Court retains the right to participate in said suit if any principal of public law is involved.
 2. This indemnity and hold harmless shall include any claim made against District Court by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of District Court. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City shall provide the broadest scope of indemnity permitted by RCW 4.24.115.
- C. CONCURRENT NEGLIGENCE. Notwithstanding the foregoing, to the extent that liability arises from the concurrent negligence of both the City and District Court's Community Restitution Program, the costs, fees and expenses in connection therewith shall be shared between the City and District Court in proportion to their relative degrees of negligence.
- D. ATTORNEY FEES/COSTS. With regard to attorney's fees and costs, all parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

XII. ASSIGNMENT/SUBCONTRACTING

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. District Court shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

XIII. NO THIRD PARTY BENEFICIARY

District Court does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than District Court. District Court and the City do not intend that there be any third-party beneficiary to this Agreement.

XIV. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CONTRACTUAL ISSUES

Kevin Yin
Procurement Services Manager
City of Vancouver
610 Esther ST
P O Box 1995
Vancouver WA 98668-1995
Phone: 360.487.8429
Fax: 360.487-1029
e-mail: kevin.yin@cityofvancouver.us

OPERATIONAL ISSUES

Michael Cero
Operations Superintendent
City of Vancouver
4711 E Fourth Plain Blvd
PO Box 1995
Vancouver WA 98668-1995
Phone: 360.487.8245
Fax: 360.696.8002
e-mail: Michael.Cero@cityofvancouver.us

To District Court:

CONTRACTUAL ISSUES

Clark County District Court
Attention: David Zimmerman
P.O. BOX 9806
Vancouver, Washington 98666-8806
Phone: 564-397-5646
Fax: 564.759.6876
e-mail: David.Zimmerman@clark.wa.gov

OPERATIONAL ISSUES

Clark County District Court
Attention: Lisa Biffle
8101 N.E. 117th Ave.
Vancouver, WA 98682
Phone: 564.397.6045 x1829
Fax: 564.896.9878
e-mail: lisa.biffle@clark.wa.gov

The name and address to which notices shall be directed may be changed by either District Court or the City by giving the other party notice of such change as provided in this section.

XV. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

XVI. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made

in writing and formally approved and executed by the duly authorized agents of both parties.

XVII. DOCUMENT EXECUTION AND CHAPTER 39.34 RCW COMPLIANCE

Community Restitution, a division of District Court, and the City agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Upon execution, the Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

XVIII. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XIX. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

XX. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

STANDARD & SPECIAL TOOL LIST

STANDARD EQUIPMENT:

The table below contains the types of standard tools that are available from a Work Crew trailer on a regular basis.

TOOLS	
BROOM, Push	RAKE, Leaf
HOE, Garden	SHOVEL, Flat Tip
HOE, Hula	SHOVEL, Round Tip
RAKE, Garden	SHOVEL, Scoop

SPECIAL EQUIPMENT:

The table below lists the types of special equipment/tools that are only available on a request basis. In the event additional standard tools or other equipment/tools from the table below are required for a particular project, Community Restitution should normally receive the request for equipment/tools at least one day in advance of the need. When the requests for special equipment/tools exceed the equipment/tools available, the equipment/tools requested will be distributed equally among those agencies making the special equipment/tools requests. Community Restitution does not carry the special equipment/tools listed below on its trailers without prior request.

HAND TOOLS/ POWER TOOLS	
Loppers	Lawn Mowers
Pruning saws	Weedeaters
Pick / Mattocks	Edgers
Pitchfork, Hay	Blowers
Wheelbarrows	Hedgers



Staff Report: 021-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Contract Amendment for a Cost Increase to Contract No. C-100075 ITB19-09
Landscape Maintenance Service

Key Points

An amendment to the current Contract with Distinctive Landscape, LLC for Landscape Maintenance Services is required to authorize additional funds to facilitate the continued maintenance on needed Landscape Maintenance Services on City owned properties.

Strategic Plan Alignment

Goal 1, Objective 1.1: Ensure our infrastructure, including property, buildings, and utilities, is safe, environmentally responsible, and well maintained

Goal 1, Objective 1.2: Perform maintenance for landscaping & irrigation systems throughout all City properties. This Contract includes new or replacements of landscape plants, trees, grass, or irrigation systems as needed on any City property

Present Situation

1. On July 2, 2019, a five (5) year Contract C-100075 was awarded to Distinctive Landscape, LLC for Landscape Maintenance Services with a "not to exceed" cost of \$300,000.00 without Council approval.
2. Currently Facilities has utilized \$297,488.18 on City landscape maintenance and irrigation system support out of the \$300,000 approved for the Contract.
3. There has been increased usage of the contract due to added City buildings and property, as well as Vancouver Fire Stations utilizing the landscape services more than anticipated. Due to weather events over the last three (3) years, City Staff have been using this landscape company to provide snow and ice removal around City buildings and parking lots. This has increased the spend rate on the contract. Currently we have one (1) year and five (5) months left on this contract but are bumping against the dollar value of the contract.

Advantage(s)

Allows continued performance of maintenance and upgrades as needed. Keeps landscape and irrigation systems on City properties neatly groomed and well maintained for public and City employee use.

Disadvantage(s)

None

Budget Impact

- None. The 2023-24 Biennial budget has anticipated purchase of contractual landscape maintenance. The action to increase the dollar amount of the contract will not result in the increased budget need, just provide contractual capacity for these services.

Prior Council Review

None

Action Requested

Approve contract Amendment #3 for an increase of \$300,000.00 for Contract No. C-100075 Landscape On-call Maintenance and Services and authorize the City Manager, or their designee, to increase the total contract Amount to \$600,000 for the balance of the term of the contract.

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

ATTACHMENTS:

- ▣ Contract C-100075
- ▣ Amendment #1
- ▣ Amendment #2
- ▣ Amendment #3

CITY OF VANCOUVER
CONTRACT # C-100075

ITB #19-09: LANDSCAPE MAINTENANCE SERVICES

THIS CONTRACT effective this 2nd day of July, 2019 is entered into by and between Distinctive Landscape, LLC, 16620 NE 72nd Ave, Vancouver, WA 98686, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

Scope of Work:

The Contractor shall provide landscape maintenance services for various City of Vancouver buildings. Buildings included in these bid documents include: City Hall Building, the parking lots on the south and west side of the building (known as “City Hall West Parking Lot”), various City public parking lots and Vancouver Fire Stations. All work shall be in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

The City reserves the right to perform work using this Contract, or using City staff, or other contractors, or through any mechanism available to the City. This Contract is for the convenience of the City and does not carry any estimates as to how much could be spent.

Each individual project shall be performed upon Contractor’s receipt of a City issued Purchase Order. Contractor shall commence work on the date specified on the Purchase Order and within the allowable Working Days specified on the Purchase Order.

The City intends to award one contract for an initial period of five (5) years.

The period of the Bid prices shall be for one (1) year, commencing on the effective date of the Contract. This Contract shall have prevailing wage rates updated annually. An Intent to Pay Prevailing Wages must be filed with the Washington State Department of Labor and Industries at the beginning of this Contract and an Affidavit of Wages Paid for prevailing wages paid must be submitted annually for all work completed within the previous twelve (12) month period of this Contract.

In consideration of market conditions, the City will allow increase/decrease of the actual cost of the product and labor rates. The adjusted price will be approved at the beginning of each year’s extension at the sole discretion of the City, and must be firm for the remainder of the contracted period. Contractors shall provide justification for the price adjustments.

1. **Contractor's Obligation:** The Contractor agrees that for each public improvement and/or building maintenance project it is awarded, it will furnish all materials, labor, tools, machinery, and implements of every description necessary for completing such

work. All work shall be consistent with the Invitation to Bid and in accordance with all state, federal and local laws and regulations, including but not limited to the ordinances of the City. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner according to the Contract Documents and within the time limits stated in the Contract Documents.

The Contractor agrees to perform the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in this Contract. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract 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.
3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

4. **City of Vancouver Business & Occupational License:** Contractors will be required to get 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 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.

5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

\$150,000.00

One Hundred Fifty Thousand Dollars 00/100

The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-03 of the General Conditions for Facility Construction.
6. **Contractor's Bond:** For projects greater than \$35,000 the Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

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

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

10. **Indemnity:** 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, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request

and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.

12. **Amendments:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Contract.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Termination for Cause:** In the event the Contractor 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 Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

17. **Opportunity to Cure:** The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor 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 Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and its sureties

for said breach or default, including but not limited to termination of this Contract for convenience.

18. **Contract Documents & Order of Precedence:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

Amendments to the Contract,

1. This Contract,
2. Addenda to the Solicitation,
3. The Solicitation,
4. Contractor's Bid,
5. Special Provisions,
6. General Conditions for Facility Construction

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

Owner:

Procurement Services Manager
City of Vancouver
415 W 6th St.
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Distinctive Landscape, LLC
16620 NE 72nd Ave
Vancouver, WA 98686

Original signed at Vancouver, Washington, on the dates listed below.

CITY OF VANCOUVER

A municipal corporation


Eric Holmes, City Manager

DATE

Attest:

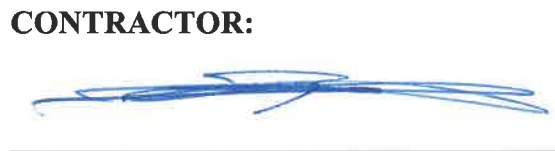

Natasha Ramras, City Clerk

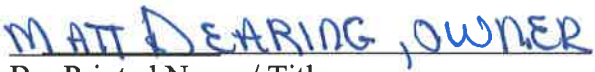

Carrie Leavelle, Deputy City Clerk

Approved as to form:


E. Bronson Potter, City Attorney

CONTRACTOR:


Signature:


By: Printed Name / Title

AMENDMENT No. 1
LANDSCAPE MAINTENANCE SERVICES

This is an Amendment to the Landscape Maintenance Services contract C-100075, dated July 2, 2019, entered into by and between the City of Vancouver, hereinafter referred to as "City", and Distinctive Landscape LLC, hereinafter referred to as "Contractor", whose address is 16620 NE 72nd Ave Vancouver WA 98686.

This amendment modifies the Landscape Maintenance Services contract C-100075 as follows:

1. This amendment increases the total contract amount from \$150,000 to \$300,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED 1/25/2021.

CITY OF VANCOUVER,
A municipal corporation

DocuSigned by:

75A9183485GA467...
Eric Holmes, City Manager

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31E694A2...
Jonathan Young, City Attorney

CONTRACTOR,
Distinctive Landscape LLC

DocuSigned by:

232D34BD129A4C2...
Signature:

Matt Dearing Mr

By: Printed Name / Title

SERVICE AGREEMENT #C-100075

AMENDMENT No. 2

Landscape Maintenance Services

This Agreement amends the Services Agreement number C-100075 by and between the City of Vancouver, hereinafter referred to as "City", and Distinctive Landscape LLC hereinafter referred to as "Contractor", whose address is 16620 NE 72nd Ave, Vancouver, WA 98686 for services offered.

This amendment amends the original agreement as follows:

1. Amend the Base Bid schedule to add the following locations and pricing:
 - a. VPD Chkalov HQ, 521 SE Chkalov Dr, Vancouver, WA 98683: \$695/month
 - b. East Parking Lot, 619 SE 116th Ave, Vancouver, WA 98683: \$750/month
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

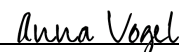
CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Distinctive Landscape LLC

DocuSigned by:



Anna E. Vogel, Procurement Manager

1/5/2023

Date

Attest:

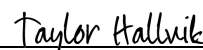
DocuSigned by:



Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Taylor Hallvik, Assistant City Attorney

DocuSigned by:



Signature

Matt Dearing Owner

Printed Name /Title

1/5/2023

Date

SERVICE AGREEMENT #C-100075

AMENDMENT No. 3

Landscape Maintenance Services

This Agreement amends the Services Agreement number C-100075 by and between the City of Vancouver, hereinafter referred to as "City", and Distinctive Landscape LLC hereinafter referred to as "Contractor", whose address is 16620 NE 72nd Ave, Vancouver, WA 98686 for services offered.

This amendment amends the original agreement as follows:

1. Section 5 – Owner’s Obligation. Increase the total Contract amount \$300,000 to a revised contract amount of \$600,000.00.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Distinctive Landscape LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report: 022-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Approve ground lease with CW7 LLC for use of City Hall property for temporary construction parking

Key Points

- Parking for construction workers on the Waterfront is increasingly limited as development begins on vacant parcels being used for parking.
- Construction of a structured public parking garage on Block 7 in the Waterfront is expected to begin in Q1 2023 necessitating the need for additional construction parking.
- CW7 LLC, a development entity associated with Gramor Development, has requested leasing the vacant parcel south of Vancouver City Hall for use as temporary construction parking for the remainder of 2023.
- CW7 LLC will pay a market rate for the lease and will be responsible for installing and removing all temporary improvements to the parcel.
- Use of the parcel as a temporary parking lot will not impact the timing of the Waterfront Gateway project.

Strategic Plan Alignment

Objective 7.1: Support redevelopment of Columbia River waterfront

Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region

Present Situation

Development activity on the Waterfront is limiting the availability of vacant parcels for temporary construction parking. Initial construction activity on the Waterfront benefited from the many vacant parcels to provide ready access to parking for both visitors and construction workers. As each new parcel begins development, that lot is no longer available as a surface parking lot. In addition, property owners on the Waterfront are prioritizing the remaining vacant parcels for public parking.

Once construction begins on the Block 7 public parking garage, the Waterfront will have at least five active construction projects and not enough temporary parking to serve the construction

workers coming to those sites each day. Because daily construction often starts before local business and restaurants open, construction workers without off-street parking options will use available on-street parking, which reduces the availability of parking for other users. Supporting the development of the Block 7 garage, therefore, is particularly important because the 850-stall public parking structure, once constructed, will support the parking needs of the remaining construction projects, in addition to residents, businesses and visitors to the Waterfront.

The City regularly receives requests from Waterfront and downtown developers and construction firms to assist with parking for construction workers, and in the past has been able to assist with many of these requests. However, options for accommodating these requests are no longer available, leaving the vacant parcels next to City Hall as the last remaining parcels near the Waterfront as possible temporary parking sites. Given the use of the City's existing parking lot on the west side of Esther Street for City employees and fleet, as well as weekend use of that lot by the Farmers Market, the grass lot south of City Hall offers the best potential as temporary parking.

The lease with CW7 LLC is a fixed term lease ending on December 31, 2023, prior to the start of Waterfront Gateway construction, which scheduled for Spring 2024. The lease can also be terminated with 30 days notice in the event the parcel is needed prior to the end of 2023. CW7 LLC is responsible for constructing and removing all necessary improvements to the parcel to accommodate parking. The Lessee will pay a market rate for the use of the parcel and any related taxes and fees.

To make the City Hall parcel suitable for parking, a portion of the property will be covered in gravel and temporary lighting will be installed by the tenant. All existing trees on the lot will be outside of the designated parking area and protected from any damage from either the construction or use of the lot. The southern end of parcel will also be outside of the designated parking area due to the location of ground source wells that support the City Hall HVAC system.

Vehicles will access the lot from Columbia Street using a vacated right of way that is now part of a parcel owned by the Public Facilities District (PFD). An easement to use this portion of land was granted by PFD in December 2022, and PFD will be compensated for this easement.

Advantage(s)

- Supports ongoing development on the Waterfront, including a long-anticipated public parking garage.
- Lessens demand for limited parking on the Waterfront, freeing up space for businesses and visitors.
- Utilizes vacant land adjacent to City Hall without delaying planned development on the site.

Disadvantage(s)

None

Budget Impact

The City will generate \$34,125 in lease revenue during the 10 months of the lease. The City will pay \$4,000 to the Public Facilities District (PFD) during the term of the lease for the easement to allow part of the PFD property south of the Convention Center to be used as an entrance to the temporary parking lot from Columbia Street.

Prior Council Review

None

Action Requested

Approve ground lease with CW7 LLC for use of City Hall property for temporary construction parking.

Patrick Quinton, Economic Prosperity Director, 360-487-7845

ATTACHMENTS:

- ▣ Council Presentation
- ▣ Lease

Ground Lease for Temporary Parking

February 27, 2023

Patrick Quinton

Director

Economic Prosperity & Housing



Agenda

- Situation
- Temporary Parking Plan
- Ground Lease Terms
- Requested Action
- Questions

Current Situation

- Construction parking limited on Waterfront
- Fewer vacant parcels due to development activity
- Remaining vacant parcels prioritized public parking
- Construction parking on-street limited availability of parking for customers and visitors
- Limited parking options elsewhere downtown

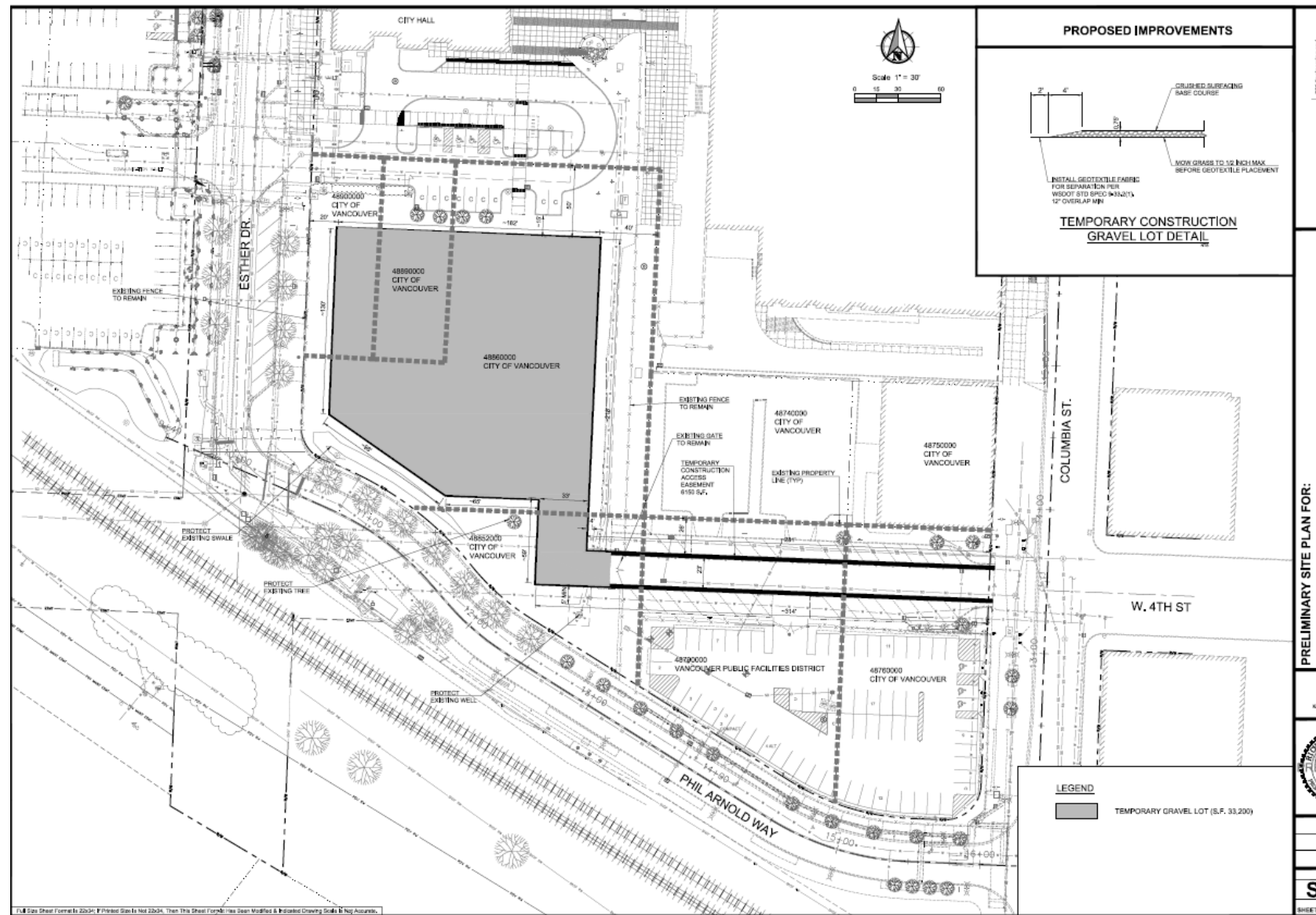
Temporary Parking Plan

Grass Lot South of City Hall



Temporary Parking Site Plan

- Gravel lot with temporary lighting
- Existing trees protected and outside parking zone
- Access to lot from Columbia Street through easement on Public Facilities District property.



Temporary Parking Lease— 5

Lease Terms

- Lessee: CW7 LLC
- Term: Fixed term ending on December 31, 2023
- Termination: 30 days notice in the event the parcel is needed prior to the end of 2023.
- Costs: CW7 LLC is responsible for constructing and removing all necessary improvements to the parcel to accommodate parking.
- Rate: \$3410/month based on 65 spaces @ \$52.50/month.

Requested Action

Approve ground lease with CW7 LLC for use of City Hall property for temporary construction parking

Thank You



GROUND LEASE

THIS GROUND LEASE (this “Ground Lease”), dated February __, 2023 (the “Effective Date”) is entered into by and between the City of Vancouver, a Washington municipal corporation (the “Landlord”), and CW7 LLC, a Washington limited liability company (the “Tenant”).

ARTICLE I. LEASED PROPERTY.

- 1.1. **Property.** Landlord is the owner of that certain real property located in the City of Vancouver, County of Clark, State of Washington, legally described in **Exhibit A.1** attached hereto (the “Land”). Exhibit A.1 also includes the legal description for the land subject to the Access License described in Section 1.4 and the are respectively labeled as the “Land” and the “Access License Area”. The property that is the subject of this Ground Lease includes the Land and the Improvements, as defined herein (the “Property”).
- 1.2. **Improvements.** The Land is being leased to Tenant for the purposes of Tenant constructing and using a temporary surface parking lot (the “Temporary Parking Lot”) in accordance with Chapter 20.945 Vancouver Municipal Code (VMC) and Chapter 20.885 VMC, any Generator Lighting, as defined herein, and installation of fabric separator and compacted gravel by the Tenant (collectively, the “Improvements”).
- 1.3. **Project Area.** The Improvements may only be constructed within that portion of the Land defined on the attached **Exhibit A.2** (“Project Area”).
- 1.4. **Access License.** As a condition of this Ground Lease, Landlord grants Tenant a non-exclusive temporary access license along the former public right-of-way known as 4th Street and permits Tenant to access the Property from Columbia Street in the area described on **Exhibit A.3** (the “Access License”) for the duration of the Term, as defined herein. Notwithstanding the foregoing, a portion of this Access License is granted pursuant to that certain Temporary Easement Agreement approved December 20, 2022 by and between Landlord and the Public Facilities District and Tenant shall be subject to all of the terms and conditions thereof. Therefore, Landlord only grants the Access License to the extent Landlord has the right and authority to provide such access.

ARTICLE II. DEMISE.

- 2.1. **Demise.** Landlord, for and in consideration of the rents and covenants herein specified to be paid and performed by Tenant, hereby leases to Tenant, and Tenant hereby leases from Landlord, on the terms and conditions and for the purposes herein set forth, the Land, together with all easements, rights and appurtenances in connection therewith or thereunto belonging, subject to the following:
 - (a) Facts which would be revealed by a survey of the Land;
 - (b) Covenants, restrictions, easements, agreements and reservations;
 - (c) Mortgages, liens and other encumbrances;
 - (d) Zoning regulations and other applicable laws;
 - (e) Existing violations of applicable laws;

- (f) Physical condition of the Land;
- (g) Taxes, assessments, and other charges;
- (h) That certain Memorandum of Understanding for the Waterfront Gateway Properties by and between Landlord and the Vancouver City Center Redevelopment Authority (CCRA) dated on or about November 4, 2019; and
- (i) That certain Exclusive Negotiation Agreement for Waterfront Gateway Site by and between Landlord and LPC West, Inc. dated November 18, 2021, as amended and extended on June 24, 2022 and October 28, 2022.

2.2. Ownership of Improvements. During the Term, the Improvements shall be the property of Tenant and Tenant shall be entitled to all proceeds therefrom. At the end of the Term, or upon the earlier termination of this Ground Lease, Tenant shall be required to immediately remove all Improvements and restore the Land to its condition as of the Effective Date at Tenant's sole cost and expense in accordance with the requirements of this Ground Lease. If any real estate excise tax is due on the transfer of the Improvements, it shall be paid by Landlord.

2.3. Right of Entry. During the Term, Landlord, including Landlord's agents, employees, contractors, and invitees, shall retain the right of entry on the Land at reasonable times and for reasonable purposes, so long as such entry does not unduly interfere with Tenant's access to and use of the Property, provided that, except in the case of emergency, Landlord shall provide Tenant at least 24 hours advance notice before exercising such right.

ARTICLE III. TERM.

3.1. Term. The term of this Ground Lease shall commence on the Effective Date and shall terminate on the December 31, 2023 (the "Term"), unless terminated earlier in accordance with the provisions herein. Notwithstanding the foregoing, Landlord may, at Landlord's reasonable discretion, terminate this Ground Lease at any time effective upon thirty (30) day written notice to Tenant.

ARTICLE IV. CONDITION OF PROPERTY.

4.1. Condition of Property. Tenant has inspected and is familiar with the physical condition of the Land. Tenant acknowledges and agrees that, except as provided in this Ground Lease, Landlord makes no representation or warranty, express or implied, written or oral, with respect to the present physical or other condition of the Land, including, but not limited to, any of the following:

- (a) The physical condition of the Land, including the environmental condition of the Land or the existence of any Hazardous Materials, as defined herein;
- (b) The condition of title to the Land;
- (c) The status of any rights under, and the compliance with any restrictions imposed pursuant to, any applicable zoning or other law, ordinance or regulation or under any covenant, condition, restriction, easement, agreement or reservation running with the Land;

- (d) The suitability of the Land for the uses intended by Tenant including, without limitation, any proposed construction upon the Land; or
- (e) The accuracy or adequacy of any information or documentation which has been, or which may be furnished by Landlord to Tenant.

ARTICLE V. RENT AND SECURITY DEPOSIT.

5.1. Payment of Rent. Tenant shall pay all rental payable pursuant to this Ground Lease, including Base Rent and Additional Rent, as defined in this Section (the “Rent”), during the term of this Ground Lease to Landlord as follows:

- (a) **Base Rent.** As base rent, the sum of Three Thousand Four Hundred and Ten Dollars (\$3,410) per month, payable in advance in equal monthly installments, commencing upon the Effective Date and thereafter on the first day of each calendar month during the Term, subject to adjustment as provided in subsection **Error! Reference source not found.** below (“Base Rent”).
- (b) **Additional Rent.** Tenant shall pay additional rent as provided elsewhere in this Ground Lease (“Additional Rent”). If under the terms of this Ground Lease, Tenant is obligated to pay Additional Rent to a party other than Landlord, Landlord may, if Tenant fails to make the payment as herein required within the grace periods and after notice as provided herein, make the payment on Tenant’s behalf. If Landlord makes such a payment, then Tenant shall pay to Landlord the Additional Rent, together with interest thereon which shall accrue at the lesser of the maximum rate permitted by law, if any, or twelve percent (12%) per annum (“Default Rate”) from the time of Landlord’s payment of such Additional Rent.

5.2. Manner of Payment. Rent to be paid to Landlord shall be paid in legal tender, without counterclaim, set off or deduction of any kind or nature whatsoever and without notice or demand. For any period of less than a full month for which Rent is payable, the applicable Rent shall be prorated.

5.3. Tenant’s Records. Tenant will keep at its principal offices, true and complete records and books of account relating to the Property in accordance with generally accepted accounting principles reflecting all matters to be covered by statements which Tenant is obligated by this Ground Lease to furnish to Landlord. Landlord may at any reasonable time, at its expense, examine, copy and audit (or cause to be examined and audited) such records and books of account of Tenant.

5.4. Past Due Rent. All past due payments of Rent due Landlord which are not paid within five (5) days of the due date, shall bear interest at the Default Rate from the date on which such payment is due until paid.

5.5. Net Rent. Except as set forth in this Ground Lease, all Rent shall be absolutely net to Landlord so that this Ground Lease shall yield to Landlord the full amount of the Rent throughout the Term without deduction or offset.

5.6. Security Deposit.

- (a) Tenant has deposited with Landlord U.S. cash or check in the amount of Three Thousand Eight Hundred Forty-Seven and Dollars (\$3,847.00) (the “Security

Deposit”), as security for the prompt, full and faithful performance by Tenant of each and every provision of this Ground Lease and of all obligations of Tenant hereunder. If Tenant fails to perform any of its obligations hereunder, Landlord may use, apply or retain the whole or any part of the Security Deposit for payment of (i) any Rent or other sums which Tenant may not have paid when due, (ii) any sum expended by Landlord on Tenant’s behalf in accordance with the provisions of this Ground Lease, or (iii) any sum which Landlord may expend or be required to expend by reason of Tenant’s default or any loss or damage which Landlord may suffer or incur, including, without limitation, any damage or deficiency in or from the reletting of the Property.

- (b) After expiration of this Ground Lease, provided Tenant has vacated the Land and is not in default under any of the terms and conditions of this Ground Lease and the physical condition of the Land is acceptable to Landlord upon surrender, the Security Deposit will be returned to Tenant at an address provided by Tenant to Landlord.

ARTICLE VI. TAXES.

- 6.1. Payment of Taxes.** Tenant shall pay to Landlord on the same date and in the same manner that Base Rent is paid, all leasehold excise taxes payable on the Base Rent for the lease of the Property (the “Taxes”) at the rate established by the State of Washington from time to time, subject to any allowable credit such as those provided under RCW 82.29A.120. The leasehold excise tax payable as of the Effective Date is 12.84% of Base Rent. In the event of a change in the amount, manner or method in which leasehold excise tax is determined or paid, Tenant shall pay the leasehold excise tax, as so changed, revised or recalculated.
- 6.2. Transfer Taxes.** Except as specifically otherwise provided herein, if the State of Washington, the County of Clark, or the City of Vancouver claims or asserts that real estate excise transfer taxes are payable with respect to this Ground Lease, Tenant shall pay to such governmental authority any such transfer taxes, costs, expenses and applicable penalties determined to be due.

ARTICLE VII. CONSTRUCTION OF IMPROVEMENTS.

7.1. Construction of Improvements.

- (a) **Improvements.** Tenant will improve the Property by constructing the Temporary Parking Lot in the Project Area at its own cost and expense, contingent upon Tenant applying for and receiving all necessary permits and approvals. Furthermore, the Improvements must be designed and placed to minimize soil pumping and to prevent the tracking out soil from the Project Area onto other portions of the Land or the area of the Access License.
- (b) **Generator Lighting.** To the extent permitted by the laws governing this Ground Lease and authorities having jurisdiction over the Property, Tenant shall have the right, at Tenant’s sole cost and expense, to install, maintain and operate temporary lighting powered by a mobile generator and related equipment, including a generator pad, all transfer switches, interconnection equipment, wiring, or similar equipment (“Generator Lighting”) in the Project Area, in accordance with all laws, rules, and

regulations governing the Property and the use and operation of the Generator Lighting in connection therewith. Tenant further agrees that the installation and removal of any utility connection necessary to operate the Generator shall be performed in a good and workmanlike manner by a licensed electrician approved by Landlord at Tenant's sole cost and expense. Tenant acknowledges and agrees that it shall not use or operate the Generator Lighting in any manner that constitutes a nuisance so as to unreasonably interfere with the peaceable use and enjoyment of neighboring property owners or occupants. Any interference created by the Generator Lighting that rises to the level of a nuisance in Landlord's reasonable opinion and judgment, whether it be by vibration, noxious vapor, fume, noise, or otherwise, shall be considered a material breach of this Ground Lease. Tenant agrees that the Generator Lighting will be equipped with the necessary sound insulation, acoustic barriers, mufflers, and other sound minimizing technology to keep noise and light levels within any noise or light level limits prescribed by law.

- (c) **Plans and Specifications.** Tenant will prepare and submit construction plans, drawings and related documents (the "Plans and Specifications") to Landlord for written approval on or before the times established therefor in the Construction Schedule, as defined in this Section. Landlord shall either approve or disapprove in writing any of the items submitted for approval to Landlord by Tenant within five (5) business days of Landlord's receipt thereof. In the event Landlord disapproves of any such item, Tenant shall cause such item to be appropriately revised as soon as possible and resubmit the same to Landlord for approval. Landlord and Tenant agree to cooperate reasonably each with the other in resolving any objections or requested modifications of the other. Tenant may make changes and modifications which are not material to the Plans and Specifications or other items required to be approved by Landlord pursuant to the Construction Schedule or to resolve a minor inconsistency or ambiguity without obtaining Landlord's prior approval. No material modification or alteration may be made to such items, including but not limited to removal or alteration of existing landscaping or trees, without the prior written consent of Landlord. During the period that Tenant is preparing the drawings and the Plans and Specifications, Landlord agrees, upon request of Tenant, to be readily available for coordination of such drawings and the Plans and Specifications. In addition, Landlord and Tenant agree to communicate and consult as frequently as is necessary to ensure that the formal submission of any item can receive timely consideration.
- (d) **Construction Schedule.** The Improvements shall be constructed by Tenant in accordance with the time schedule set forth in **Exhibit B** hereto (the "Construction Schedule").

7.2. Construction Procedures.

- (a) **Conditions to Commencement of Construction.** Tenant shall satisfy the following conditions in accordance with the time schedule set forth in the Construction Schedule, and in no event shall Tenant commence any construction on the Improvements until the following conditions have been satisfied or waived by Landlord, in addition to other conditions and requirements imposed by this Ground Lease:

- (1) Landlord shall have approved the Plans and Specifications;
 - (2) Tenant shall have submitted to Landlord in writing its good faith estimate of the then anticipated total amount of the development and removal costs for the Improvements together with evidence, reasonably satisfactory to Landlord, of Tenant's ability to pay such development and removal costs;
 - (3) Tenant shall have obtained all permits and other governmental approvals necessary to commence such construction; and
 - (4) If Tenant intends to employ a general contractor or contractors for the construction of the Improvements, Tenant shall have entered into complete and binding contracts in form and substance reasonably satisfactory to Landlord with such contractor(s) for the construction of the Improvements.
- (b) **Compliance with Laws.** No Improvements, including without limitation, grading, driveways, landscaping, shall be constructed or maintained upon the Land unless the same conform to and are consistent with applicable zoning for the site, any conditional use permit or other license, permit, or certificate required by governmental authorities in connection with the Improvements, all other applicable governmental requirements and the Plans and Specifications. Before commencement of construction or development of the Improvements, Tenant shall, at Tenant's sole cost and expense, secure any and all applicable permits, licenses and other approvals which may be required by any city, county, state or any other governmental authority having jurisdiction over such construction, development or work. Tenant shall provide a copy of such permit, license or other approval to Landlord prior to commencing the subject work or activity.
- (c) **Construction Standards.** All construction, alteration or repair work permitted herein shall be performed diligently and in accordance with good engineering practices. Tenant shall take all necessary measures to minimize any damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected thereby. Tenant shall pay (or cause to be paid) all costs and expenses associated with such work and shall indemnify and hold Landlord harmless from all damages, lawsuits and claims attributable to the performance of such work.
- (d) **Landlord's Cooperation.** Landlord will assist and cooperate with Tenant in connection with reasonable requests by Tenant for any permit, license or other approval from any governmental authority which may be reasonably necessary for or which will facilitate the development, operation and use of the Improvements. Landlord agrees to join in granting or dedicating such public or private utility company easements, parking or access easements, or other easements as may be reasonably required for the development and operation of the Property in accordance with this Ground Lease.

7.3. *Intentionally Deleted.*

7.4. *Mechanics' Liens and Other Liens.* If any liens, encumbrances and charges (other than liens, encumbrances and charges created by or approved by Landlord) are filed against the Property or any action of any character affecting the title thereto is commenced, Tenant

shall give to Landlord written notice thereof within 48 hours of notice of such lien or action comes to the knowledge of Tenant. During the Term, Tenant shall not permit to remain, and shall promptly discharge by payment or posting of a bonding, at Tenant's sole cost and expense, all such liens upon the Land or any part thereof or any of the Improvements thereon and shall promptly provide to Landlord proof that the lien has been paid, removed (including by posting of a bond), or discharged as a claim against the Property.

ARTICLE VIII. USE OF PROPERTY.

- 8.1. Permitted Uses.** Tenant may use the Land for any lawful purpose consistent with the development and operation of the Land and Improvements as temporary surface parking lot for Tenant's private business use.
- 8.2. Prohibited Uses.** Tenant shall not operate a public parking lot on the Property and shall not permit the washing of vehicles or equipment on the Property. Furthermore, Tenant agrees that in connection with the use and operation of the Property it will maintain standards comparable to those maintained from time to time for other temporary surface parking lots properties similar to the Property. Specifically, Tenant will not: (a) create, cause, maintain or permit any nuisance in, on or about the Property; (b) commit or suffer to be committed any waste in, on or about the Property; (c) use or allow the Property to be used for any unlawful purpose, or for any purpose which violates the terms of any recorded instrument affecting the Property; (d) cause or permit any insurance coverage on the Property or the Improvements to become void or voidable or make it impossible to obtain any required insurance at commercially feasible rates; (e) cause or permit any Hazardous Materials to be brought upon, kept, stored or used on or about the Property, or cause damage to the Property or the Improvements or to any adjacent public or private property; or (f) violate or permit a violation of any law, ordinance or regulation applicable to the Property and the Improvements.
- 8.3. Compliance with Laws.** In the use and occupation of the Land, the construction and operation of the Improvements thereon, and the conduct of its business thereon, Tenant, at its sole cost and expense, shall promptly comply with, and shall include covenants in any Subleases, as defined herein, to require prompt compliance with all requirements of all Governmental Authorities, which may be applicable to the Property or to the use or manner of use of the Property or the owners, tenants or occupants thereof.
- 8.4. Environmental Laws.** Tenant shall comply with, and shall include covenants in the Subleases with all of its Subtenants, as defined herein, to cause them to comply with, federal, state or local laws, ordinances or regulations ("Environmental Laws") relating to: (1) the environmental conditions on, under or about the Property including, but not limited to, soil and groundwater conditions, and (2) the use, generation, manufacture, production, storage or disposal on, under, or about the Property or transportation to or from the Property of flammable explosives, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). For the purpose of this Ground Lease, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.

Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and those substances defined as “hazardous wastes” in the regulations adopted and publications promulgated from time to time pursuant to said laws. Tenant shall and hereby does indemnify Landlord and hold and defend Landlord harmless from and against any and all reasonable and actual expense, loss, and liability suffered by Landlord (with the exception of those expenses, losses, and liabilities arising from Landlord's own negligence or willful misconduct), by reason of Tenant's storage, generation, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Materials (whether accidental, intentional, or negligent) or by reason of Tenant's breach of any of the provisions of this Ground Lease.

ARTICLE IX. MAINTENANCE AND REPAIRS.

- 9.1. Maintenance and Repairs.** Tenant covenants and agrees, throughout the Term, without cost to Landlord, to maintain the Land and the Improvements located thereon, and to keep the same in good order and condition, and shall promptly, at Tenant's own cost and expense, make all necessary repairs, ordinary as well as extraordinary, foreseen as well as unforeseen, to keep the Land and all Improvements thereon in safe, clean and sanitary condition. When used herein, the term “repairs” shall include replacements or renewals when necessary, and all such repairs made by Tenant shall be at least equal in quality and class to the original work, except as otherwise provided herein. Tenant shall keep and maintain all portions of the Land in a clean and orderly condition, free of accumulation of rubbish and free of Hazardous Materials. Tenant shall be fully responsible for the operation and maintenance of all of the Improvements (including any landscaping that is part of the Improvements), and shall operate and maintain, or cause to be operated and maintained, such Improvements in good order, condition and repair. Tenant shall be prohibited from releasing any water on the Temporary Parking Lot, including the release of water from a water truck for the purposes of keeping down dust.

ARTICLE X. INSURANCE.

- 10.1. *Intentionally Deleted.***
- 10.2. Liability and Other Insurance.** Tenant, at its sole cost and expense, but for the mutual benefit of Landlord and Tenant as named insureds, shall maintain comprehensive general liability insurance on an occurrence basis against claims for personal injury, including without limitation, bodily injury, death or property damage, occurring upon, in or about the Land or the Improvements. Such insurance shall be in the minimum amount of not less than \$2,000,000.00 with respect to personal injury or death to any one or more persons or to damage to property, or such larger amounts as Landlord may from time to time reasonably determine. Tenant shall also maintain workmen's compensation insurance, automobile liability insurance, product liability insurance, and such other insurance and in such amounts, as may from time to time be reasonably required by Landlord in accordance with good business practices or legal requirements which Landlord is or becomes subject to; provided, however, that Landlord may require Tenant to obtain insurance against damage and/or loss of business caused by flood, earthquake or other perils if, and only to the extent that, such insurance coverage is available in the marketplace at commercially

reasonable rates, and the required coverage, including the level of loss deductible, is reasonable in light of similar coverage purchased by other owners of similar property in the area.

- 10.3. Forms of Insurance Policies.** All policies of insurance provided for shall be effected under policies, in such forms and amounts as may from time to time be issued by insurers reasonably approved by Landlord. Tenant agrees to name Landlord as an additional insured on all policies required hereunder. Upon the execution of this Ground Lease and thereafter not less than 30 days prior to the expiration date of each policy, the original of each policy, or a copy thereof certified by an appropriate officer of the insurer as true and complete (or, with the consent of Landlord, in the case of comprehensive general liability insurance, a certificate of the insurer reasonably satisfactory to Landlord) bearing a notation evidencing the payment of the premium, or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord.
- 10.4. Waiver of Subrogation.** Each policy of insurance shall contain, if obtainable, either (i) a waiver by the insurer of the right of subrogation against Landlord, Tenant, or any Subtenants for negligence of any of such parties, or (ii) a statement that the insurance shall not be invalidated should any insured waive in writing its right of subrogation prior to a loss accruing to the property described in the insurance policy.
- 10.5. Compliance with Insurer's Requirements.** Tenant shall observe and comply with (and shall, in its Subleases, require that Subtenants observe and comply with) the requirements of all policies of public liability, fire and other policies of insurance obtained pursuant to this Ground Lease. Tenant shall also perform and satisfy the reasonable requirements of insurance companies writing such policies so that at all times companies of good standing satisfactory to Landlord shall be willing to write or to continue such insurance. Tenant shall, in the event of any violations or attempted violations of the provisions of this Section by any Subtenant, undertake all reasonable efforts, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.
- 10.6. Blanket Insurance.** Any insurance provided for in this Ground Lease may be effected by a policy or policies of blanket insurance and may be continued in such form until otherwise required by Landlord; provided, however, that the amount of the total insurance allocated to the Property shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the other provisions of this Ground Lease. In any such case it shall not be necessary to deliver the original of any such blanket policy to Landlord, but Tenant shall deliver to Landlord a certificate or duplicate of such policy in form and content acceptable to Landlord.

ARTICLE XI. DAMAGE AND DESTRUCTION.

- 11.1. Tenant's Right to Terminate.** If the Improvements are damaged or destroyed by natural disaster or other cause so as to preclude Tenant's continued use of the Improvements, Tenant may elect to terminate this Ground Lease as of the date that the event occurred. If Tenant elects to terminate, Tenant shall give Landlord written notice of its election not more than thirty (30) days from the date such damage or destruction occurs, Tenant shall abandon the Improvements in place, the Improvements shall become the property of

Landlord following the date of termination, and all rights and obligations of the parties shall cease as of the date of termination.

- 11.2. No Release of Tenant's Obligations.** Except in the event Tenant elects to terminate this Ground Lease as provided in Section 11.1, no destruction of, or damage to the Property or any part thereof by natural disaster or any other cause shall permit Tenant to surrender this Ground Lease or shall relieve Tenant from its obligations to pay the full Rent payable under this Ground Lease or from any of its other obligations under this Ground Lease.

ARTICLE XII. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS.

- 12.1. Landlord's Right to Perform Tenant's Obligations.** If Tenant shall at any time fail to pay any Taxes or other charge in accordance with this Ground Lease within the time therein permitted, or to pay for or maintain any of the insurance policies provided for herein within the time therein permitted, or to make any other payment or perform any other act on its part to be made or performed under this Ground Lease, within the time permitted by this Ground Lease, then Landlord, after 10 days' written notice to Tenant (or, in case of any emergency, without notice or with such notice as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may, but shall not be required to, pay such Taxes or other charges payable by Tenant, or make such other payment or perform such other act on Tenant's part required by this Ground Lease, and may enter the Property for such purpose and take all such action as may be necessary therefor.
- 12.2. Right of Landlord to Inspect and Repair.** Tenant will permit Landlord and its authorized agents and representatives to enter the Property at all reasonable times for the purpose of inspecting the Property. If, as a result of any such inspection or otherwise, Landlord determines that Tenant has breached any of its repair, use, maintenance or restoration obligations under this Ground Lease, then Landlord may (but shall not be required to) take any action to cure such breach (subject to the applicable notice and cure rights of Tenant). Nothing herein shall imply any duty on the part of Landlord to perform any such inspections or to do any work or perform any act in connection therewith or subject Landlord to any liability in connection therewith. Landlord shall be responsible for any loss or damage caused by the negligent acts of its agents or employees in taking any action authorized hereby.
- 12.3. Additional Rent.** All sums paid by Landlord pursuant to this Article and all costs and expenses incurred by Landlord in connection with the performance of any act authorized by this Article (together with interest thereon at the Default Rate from the respective dates of Landlord's making of each such payment or incurring of each cost or expense) shall constitute Additional Rent payable by Tenant under this Ground Lease and shall be paid by Tenant to Landlord on demand.

ARTICLE XIII. ASSIGNMENT.

- 13.1. Assignments Prohibited.** Tenant may not assign this Ground Lease, or any interest herein, or otherwise sell, transfer or convey any right, title or interest Tenant may have in the Property, without the prior written consent of Landlord. Any such assignment without the Landlord's prior written consent shall be void and of no effect. In the event the Tenant

obtains the Landlord's consent to such an assignment, the Tenant may only assign all (and not part) of its right, title and interest in the Ground Lease, the Land and the Improvements.

- 13.2. Landlord's Consent to Assignments.** Tenant may only assign all of its rights, title and interest in and to this Ground Lease, the Land and the Improvements to a person or other entity, who, in Landlord's judgment, (1) has a financial net worth sufficient to discharge the obligations of Tenant hereunder, (2) will not materially adversely affect the long-term financial viability of the Property or the Rent to be received by Landlord, (3) has a good business and character reputation in the community, and (4) has proven construction, development experience equal to or greater than Tenant's. Unless otherwise waived by Landlord at Landlord's sole discretion, the following information and assurances shall be provided to Landlord as part of Tenant's request for consent: (a) the name and address of the proposed Assignee; (b) financial information regarding the proposed Assignee, including a copy of its most recent audited balance sheet and income statement, credit references and a report from a recognized credit rating agency; and (c) the identity, background and experience of all directors, officers, general partners or other principals of the proposed Assignee, and the senior operational officer, agent or employee in charge of the Property. Before any proposed assignment can be effective for any purpose under this Ground Lease, the proposed Assignee must assume in writing the performance of all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such assignment.

ARTICLE XIV. SUBLETTING.

14.1. Requirements for Subletting.

- (a) Generally. Tenant may enter into subleases pursuant to this Ground Lease ("Subleases") with similarly situated subtenants ("Subtenants") from time to time in accordance with the terms of this Ground Lease and without Landlord's prior approval.
- (b) Limitations. Notwithstanding the foregoing, all Subleases must be expressly subject to the terms of this Ground Lease and the following additional criteria:
 - (1) Third Party Subtenants. All Subleases shall be with independent third parties who are not Affiliates; shall be based on arm's-length negotiations between Tenant and such independent third parties; and shall provide for the payment of rent at market rates and upon standard and customary terms and conditions for private users of comparable temporary surface parking lots.
 - (2) Subordination to Ground Lease. All Subleases shall be for a use which is consistent with the nature of the Improvements and shall provide that they shall be subject and subordinate not only to this Ground Lease, but also to any new lease made by Landlord.
 - (3) Tenant Liability. Notwithstanding any Sublease or Subtenant liability, Tenant shall, at all times, remain liable for the performance of all of the covenants and agreements under this Ground Lease on its part to be so performed.

ARTICLE XV. TRANSFER OF LANDLORD'S INTEREST.

- 15.1. Transfer of Landlord's Interest.** Landlord shall have the right at any time, and from time to time during the term hereof, to sell or assign to any person all or any portion of its fee interest in the Land or any portion thereof.
- 15.2. Termination Upon Transfer.** In the event that Landlord sells, conveys, or otherwise transfers its interest in the Land, whether voluntarily, involuntarily, or by operation of law, then this Ground Lease shall be concurrently terminated. Landlord shall give Tenant at least 60 days notice prior to the transfer of its interest in the Land in order to afford Tenant sufficient time to remove the Improvements.

ARTICLE XVI. DEFAULT AND REMEDIES.

- 16.1. Tenant's Default.** The occurrence of any of the following shall constitute a material default and breach of this Ground Lease by Tenant (an "Event of Default"):
- (a) Any failure by Tenant to pay any Rent or to make any other payment required to be made by Tenant hereunder where such failure continues for 10 days after written notice thereof by Landlord to Tenant.
 - (b) A failure by Tenant to perform any of the items required to be performed pursuant to the Construction Schedule by the times set forth therein for such performance.
 - (c) A failure by Tenant to observe and perform any other provision of this Ground Lease to be observed or performed by Tenant, where such failure continues for 30 days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently proceed to complete such cure.
 - (d) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within 30 days); or the appointment of a trustee or receiver to take possession the Property, where possession is not restored to Tenant within 30 days.
- 16.2. Remedies.** Upon the occurrence of an Event of Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the following remedies:
- (a) Landlord shall have the immediate option to terminate this Ground Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate, and in such event, Landlord may recover damages from Tenant.
 - (b) Landlord may, without terminating this Ground Lease, recover all Rent as it becomes due and may relet the Property (or any part thereof), upon such terms and conditions as Landlord in its sole discretion may deem advisable. If Landlord shall elect to so relet, then all rentals received by Landlord from such reletting (or from Subtenants) shall be applied: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of Rent due and unpaid hereunder; and the residue, if

any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of Rent hereunder be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting not covered by the rentals received from such reletting.

ARTICLE XVII. RIGHTS AND OBLIGATIONS UPON TERMINATION.

- 17.1. Surrender of Land and Improvements.** Upon the expiration or earlier termination of this Ground Lease pursuant to the terms hereof, or upon any reentry by Landlord upon the Property pursuant to this Article, Tenant shall surrender to Landlord the Property in good order, condition and repair, free of Hazardous Materials, and free and clear of all liens and encumbrances.
- 17.2. Removal of Improvements.** On or before the last day of the Term of this Ground Lease, or upon the earlier termination of this Ground Lease, not later than 30 days after the earlier termination of this Ground Lease, Tenant shall be required to remove, at the sole cost and expense of Tenant, all Improvements, Hazardous Materials, and alterations of any kind whatsoever placed on the Property by Tenant and others; and Tenant shall, upon the expiration or earlier termination of this Ground Lease, immediately restore, and quit, and peacefully surrender possession of the Property to Landlord in at least as good and usable condition, reasonably acceptable to Landlord, as the same was in on the Effective Date. Should Tenant fail to so remove the Improvements and restore the property, Landlord may do so, and in such event, Tenant shall reimburse Landlord for any and all costs or expense whatsoever associated therewith.
- 17.3. Damage and Destruction.** Notwithstanding the foregoing, the provisions of the provisions of Article XI, Damage and Destruction, shall control in the case of damage to or destruction of the Improvements or any part thereof by natural disaster or other cause.

ARTICLE XVIII. MISCELLANEOUS.

- 18.1. Entire Agreement.** This Ground Lease and the documents signed and delivered by Landlord and Tenant in connection with herewith and referred to herein contain the entire agreement between the parties hereto with respect to the Land, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied, between them other than as set forth in this Ground Lease and such other documents, which are intended to be an integration of all prior or contemporaneous promises, agreements, conditions and undertakings between the parties hereto relating to the Land. In executing and delivering this Ground Lease, Tenant has not relied on any statement, representation or warranty by Landlord or any of its agents or employees which is not set forth in this Ground Lease or in such other documents.
- 18.2. Severability.** If any provision of this Ground Lease or the application thereof to any extent shall be invalid or unenforceable, the remainder of this Ground Lease, or the application of such provision to the parties or circumstances other than those to which it is invalid or

unenforceable, shall not be affected thereby, and each provision of this Ground Lease shall be valid and be enforced to the fullest extent permitted by law.

- 18.3. Notices.** Each notice that is to be given or made or communicated pursuant to this Ground Lease shall be in writing and shall be deemed to have been received, and shall be effective, (i) when delivered in person (including, without limitation, by messenger or courier), or (ii) when received via email, or (iii) two (2) days after having been mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or (iv) the next business day after having been sent by overnight mail service, receipt requested, at the following addresses:

If to Landlord:

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Patrick Quinton, Economic Development Director
Patrick.Quinton@cityofvancouver.us

With a Copy to:

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Becky Rude, Assistant City Attorney
Becky.Rude@cityofvancouver.us

If to Tenant:

CW 7 LLC
19767 SW 72nd Ave, Suite 100
Tualatin, OR 97062
ATTN: Matt Grady
Matt@gramor.com

With a Copy to:

Bateman Seidel Miner Blomgren Chellis & Gram, P.C.
1000 S.W. Broadway, Suite 1910
Portland, Oregon 97205
ATTN: Kathleen S. Sieler
ksieler@batemanseidel.com

Each party shall have the right at any time and from time to time to designate a different address, or additional or other party or parties, at such additional or other addresses for the delivery of notices, by giving notice in accordance with the foregoing, such different information being effective from and after the date of receipt of such notice by the other party.

- 18.4. Brokers.** Tenant and Landlord each represent to the other that it has not dealt with a broker in connection with this Ground Lease and that no other broker has negotiated this Ground Lease or is entitled to any fee or commission in connection herewith.

- 18.5. Governing Law.** It is the intent of the parties hereto that all questions with respect to the construction of this Ground Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Washington without regard to its rules of conflicts of laws and venue shall lie in Clark County, Washington.
- 18.6. Modifications.** No change or modification of this Ground Lease or of any of the provisions hereof shall be valid or effective unless the same is in writing and signed by the parties hereto. No alleged or contended waiver of any of the provisions of this Ground Lease shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.
- 18.7. Counterparts.** This Ground Lease may be executed in several counterparts and the counterparts shall constitute but one and the same instrument.
- 18.8. Waiver of Jury Trial.** Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on, or in respect of, any matter whatsoever arising out of or in any way connected with this Ground Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy and/or any claim of injury or damage.
- 18.9. Recording.** Except as otherwise permitted in this Section, neither this Ground Lease nor any other writing with respect to this Ground Lease may be recorded without the express written consent of Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ground Lease as of the Effective Date.

TENANT:

CW7 LLC
a Washington Limited Liability Company

By: Gramor CW7 LLC
Its: Member

By: Gramor Investments, Inc.
Its: Manager/Member

By: _____
Name: Barry A. Cain
Title: President

Subscribed and sworn to before me this [DAY] day of [MONTH], [YEAR]

Notary Public

State of Washington

My Commission Expires: _____

LANDLORD:

CITY OF VANCOUVER, a Washington municipal corporation

By: _____
Name: [NAME OF SIGNATORY]
Title: [TITLE]

Subscribed and sworn to before me this [DAY] day of [MONTH], [YEAR]

Notary Public

State of Washington

My Commission Expires: _____

Attest:

By: _____
Name/Title: Natasha Ramras, City Clerk

Approved as to Form:

By: _____
Name/Title: Jonathan Young, City Attorney

EXHIBIT A.1. LEGAL DESCRIPTION OF LAND AND ACCESS LICENSE AREA

The Land:

Insert legal descriptions of the following tax parcels:

Assessor's Tax Parcel Property Identification Number	Abbreviated Legal Description
48900000	WEST VANCOUVER LOT 4 BLK 28
48890000	WEST VANCOUVER LOT 3 BLK 28
48860000	WEST VANCOUVER LOTS 1,2,5,6,7 & 8 BLK 28
48852000	WEST VANCOUVER ADJ #3 LOTS 1,2&3 #4 LOT 1 BLK 27

The Access License Area:

Insert legal descriptions of the following tax parcels:

Assessor's Tax Parcel Property Identification Number	Abbreviated Legal Description
48790000	WEST VANCOUVER ADJ LOTS 3 - 6, #B LOT 4 BLK 25, #2 LOT 1 BLK 27
48760000	WEST VANCOUVER ADJ LOTS 1, 2, 7 & 8 BLK 25

EXHIBIT A.2. PROJECT AREA

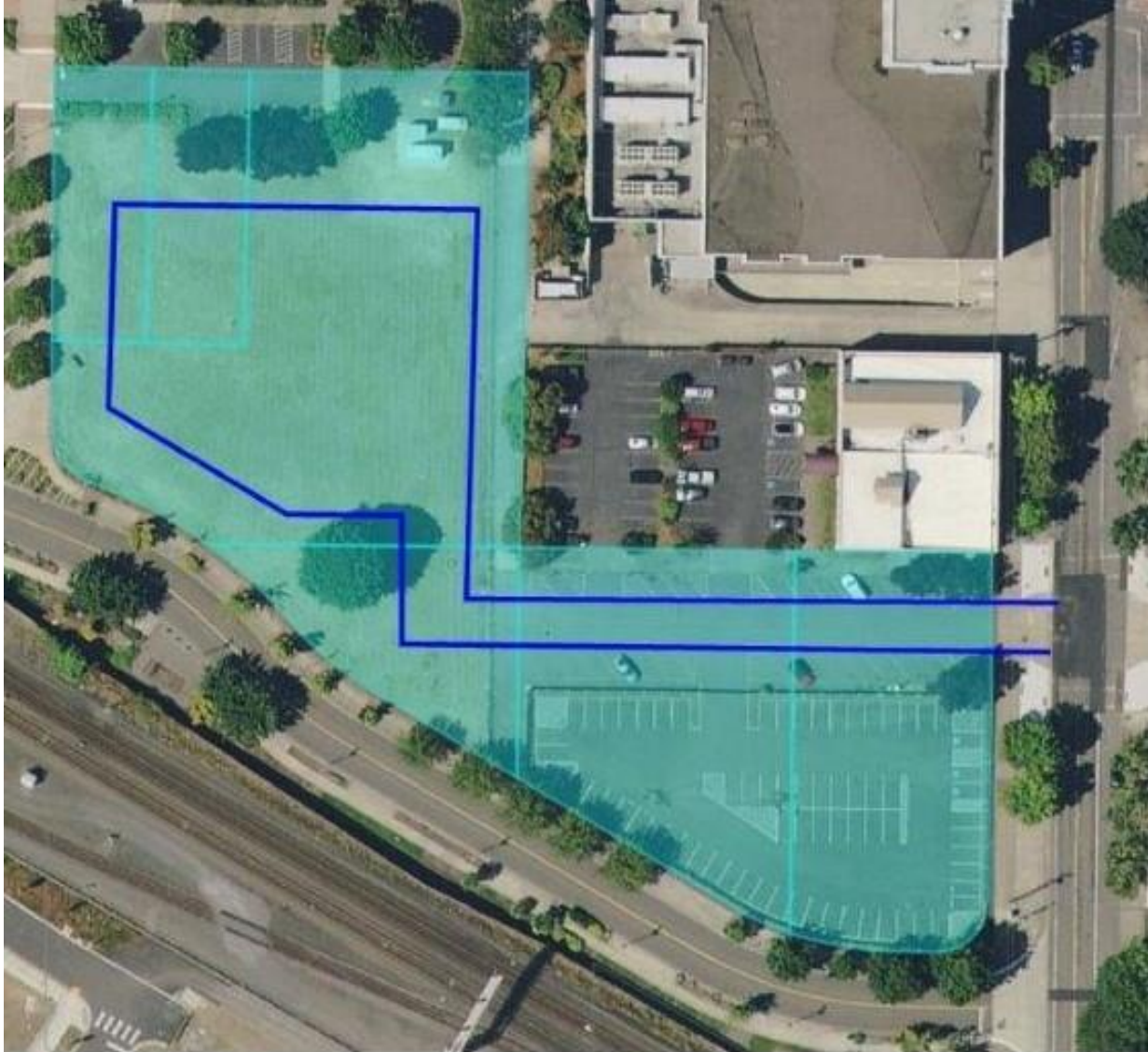


EXHIBIT A.3. ACCESS LICENSE AREA

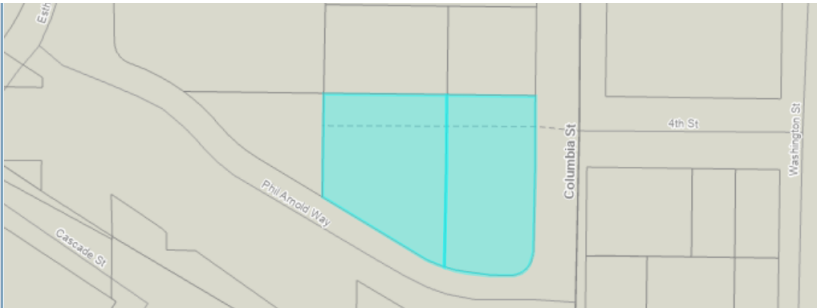
View Full Record Zoom To on Map Account: 48760000 Owner: CITY OF VANCOUVER Mail Name: CITY OF VANCOUVER Address: 390 COLUMBIA ST, VANCOUVER, 98660 PIC Report: Property Information Center	
View Full Record Zoom To on Map Account: 48790000 Owner: VANCOUVER PUBLIC FACILITIES DISTRICT Mail Name: VANCOUVER PUBLIC FACILITIES DISTRICT Address: 318 W 4TH ST, VANCOUVER, 98660 PIC Report: Property Information Center	

EXHIBIT B. CONSTRUCTION SCHEDULE.

[Insert Construction Schedule]



Staff Report: 023-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Ratification of the Collective Bargaining Agreement for Vancouver Fire Department Guild

Key Points

- Three-year collective bargaining agreement effective January 1, 2023 to December 31, 2025.
- Rates of Pay for 2024 will be adjusted by 4.5%, 2024 by 3.5%, 2025 by 3.5% for all covered classifications.
- 2023 increases will be retroactive to January 1, 2023.
- Updated salary table with classification adjusted based on market study and consideration for internal equity.
- Removed Resource Service Technician classification from the collective bargaining agreement and added Fire Projection Engineer to the Guild representation to provide clarity of unit work.
- Changes to the definition of scheduled overtime and in the assignment of light duty work to provide flexibility in the staffing of unit work.
- Administrative changes to work week, PTO, salary step plan to provide clarity and alignment with practice.
- Enhancements in support of diversity, equity and inclusion recognizing Juneteenth as a paid holiday.
- Maintains the City health care contribution of up to 5% of any increasing premium costs for the life of the contract.

Strategic Plan Alignment

N/A

Present Situation

The collective bargaining agreement between the City and the VFDG expired on December 31, 2022. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The new labor agreement was

recently ratified by the VFDG members and is now being brought to Council for approval.

Advantage(s)

If ratified, the City and bargaining unit will have a collective bargaining agreement and will be operating under an agreement that meets the business needs of both parties.

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

The City of Vancouver Biennial Budget contains funding for the increases included in the collective bargaining agreement with the VDFG. Based on where inflationary increases are during 2023-2024, the relevant budget will be included in both the City's six-year forecast and in the 2023-2024 Biennial Budget.

Prior Council Review

N/A

Action Requested

Authorize the City Manager or their designee to sign the January 1, 2023 to December 31, 2025 Collective Bargaining Agreement with the Vancouver Fire Department Guild (VDFG), by executing the same.

Lisa Takach, Human Resources Director, 360-487-8611

ATTACHMENTS:

- ▣ 2023-2025 VFDG Contract Track Changes Draft
- ▣ 2023-2025 VFDG Contract - Clean Copy
- ▣ Contract Implementation MOU

AGREEMENT

By and Between
The City of Vancouver
and
The Vancouver Fire Department Guild

~~2020~~January 1, 2023 - ~~2022~~December 31, 2025

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Fire Department Guild Agreement

The City of Vancouver and Vancouver Fire Department Guild (the Guild) recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours and other conditions of employment.

The City of Vancouver and the Guild agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard, to race, color, religion, sex, pregnancy, marital status, domestic status, veteran status, sexual orientation, gender identity, national origin, disability, age, genetic information or any criteria established by state and federal statutes, rules or regulations, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity to prevent a direct threat to health and safety.

Article 1 Guild Representation

- 1.1 The employer recognizes the Guild as the exclusive bargaining agent for the ~~deputy fire marshal I and II, lead deputy fire marshal, fire plans examiner; resources service technician and fire code officer~~Lead Deputy Fire Marshal, Deputy Fire Marshal I and II, Fire Code Officer, and Fire Protection Engineer classifications.
- 1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.

Article 2 Rights of Management

- 2.1 The right to manage the municipal corporation is vested exclusively in the employer and such right includes but is not necessarily limited to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with the employer shall be governed by such rules, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the Guild will have an opportunity prior to

implementation to provide comments and suggestions concerning the new departmental rules and regulations.

Article 3 Union Security

- 3.1 The parties agree that the terms of this Agreement apply equally to all employees in the bargaining unit and as defined in this Agreement. Any bargaining unit employee may authorize the Employer to take any of the following actions with respect to dues or fees:
- A. Deduct from their pay the amount of the Guild membership dues charged by the Guild for representation and services provided by the Guild;
 - B. Deduct an amount certified by the Guild to be the ‘fair share’ fee for services provided by the Guild; or
 - C. Not deduct any due or fee; provided that an employee electing this option may be charged a reasonable fee for services requested by the employee for representation in grievance or arbitration procedures.
- 3.2 The Guild agrees to provide the employer with Guild dues deductions assignment forms for each employee who desires to pay their Guild dues/voluntary fair share fees by payroll deduction. The employer will deduct such dues/fair share fees from the wages of those employees and forward them to the Guild each month.
- 3.3 In the event an employee covered by the bargaining unit notifies the Employer that they no longer wish to have dues or fees deducted from their pay, the Employer shall notify the Guild of the notification within five (5) working days.
- 3.4 The Guild shall indemnify, defend and hold the City harmless from all suits, actions, proceedings or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this article is invalid and/or that reimbursements must be made to any employees affected, the Guild shall be solely responsible for such reimbursements.

Article 4 Union Representatives and Union Activity

- 4.1 The Guild shall inform the Employer in writing of the name of its officers and business representatives who are accredited to represent the Guild, which information shall be kept up-to-date at all times. Only persons so

designated will be accepted by the Employer as representatives of the Guild.

- 4.2 Guild representatives may, after receiving permission from their supervisor, visit the work location of employees covered by this Agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Guild notices on City provided bulletin boards.
- 4.3 Solicitation of Guild membership or collection or checking of dues will not be conducted during working hours other than as follows:
 - A. Guild representatives are allowed access to new employees at an agreed upon time by the City and the Guild for the purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
 - B. Guild representatives shall have access to new employees once for new employee orientation for no more than thirty (30) minutes; and
 - C. Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.
- 4.4 The Employer agrees not to discriminate against any member of the Guild for their activity on behalf of or membership in the Guild, provided such activity is not carried on during working hours, except as expressly provided in this agreement.
- 4.5 Employee officers of the Guild shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Guild and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time, not paid by the City.

For the purposes of attendance at the bargaining table, not more than three (3) on duty employees will be present when bargaining the master agreement.

- 4.5.1 Employee Guild representatives shall request permission from their immediate manager for time away from their work assignment. Such requests shall be granted provided the time away does not unreasonably detract from their work performance and is

in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Guild representative shall be coded on their timesheet as “Union Leave”.

- 4.5.2 Employee Guild representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.
- 4.6 City work hours shall not be used by employees or the business representatives for the conduct of Guild business or the promotion of Guild affairs other than stated above.
- 4.7 The City shall provide bulletin board space for Guild notices in a conspicuous location where workers frequent regularly in each work area.
- 4.8 Use of City telephones or computers related to Guild business.
 - A. City telephones or computers use is allowed subject to the following:
 - 1. When such use is de minimis and incidental, such as arranging a meeting with a Guild representative.
 - 2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
 - 3. For the purpose of interacting with the City’s representatives concerning Guild-City business, such as setting dates for City-Guild meetings, making inquiries regarding grievances, etc.
 - B. The uses cited in may continue only if they incur no additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

Article 5 Work Week, Hours of Work, and Schedule

- 5.1 The work period is defined as the timetable between 12:~~01~~00 a.m., Sunday through ~~12:00 midnight~~11:59 p.m. the following Saturday. The work week shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. (not to exceed forty (40) hours, excluding lunch periods.) Alternative work schedules may be determined by mutual agreement of the Guild and the employer.
- 5.2 Rest Periods – Each employee shall be given a 20-minute paid rest period in the first half of the working shift and a 20-minute paid rest period in the

second half of the working shift, and an unpaid lunch period of not less than thirty (30) minutes or more than sixty (60) minutes (during the shift).

Article 6 Strikes, Work Stoppages and Work Slowdowns

- 6.1 The Employer and the Guild signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Guild and/or the employers covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with employer functions, nor shall the city institute a lockout. In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs, the employer shall notify the Guild of the existence of such activity and request information from the Guild as to whether or not the activity has been authorized. The Guild, after immediately responding to the employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concern to return to work so that service to the citizen of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in, or encourage, such actions shall be subject to discipline and discharge.

Article 7 Medical Examinations

- 7.1 Fitness for Duty
The parties recognize that employees have the responsibility to report to work fit for duty.

To ensure physical and mental fitness, the employee may be required to provide the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

- A. Should the findings of the employer requested medical and/or psychological exam have an adverse effect on the employee's employment, the employee will have an opportunity, at their sole discretion and expense, for a second examination.

The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

7.2 Wellness Physicals

- A. Participation in the annual wellness physicals set up by the City will be mandatory for the classifications of Deputy Fire Marshals I and II and Lead Deputy Fire Marshal, whose job description includes fire investigation. Wellness screenings will be administered at the sole cost and discretion of the City.
- B. The City will bear the costs of the annual wellness physicals and shall include but not be limited to:
 - a. Bloodwork: Comprehensive Metabolic Panel, Lipid Panel, Complete Blood Count
 - b. Electrocardiogram
 - c. Treadmill Stress Test for those who are 40 years old and then every 5 years after the age of 40
 - d. Urine Microanalysis
- C. All information gathered as a result of the wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the City of Vancouver nor the Union shall have any right of access to the information.

Article 8 Rates of Pay

8.1 Pay Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

8.2 Salary Step Plan

8.2.1 Effective January 1, 2020-2023: 4.5% increase

Effective January 1, 2021-2024: 23.5% increase

Effective January 1, 2022-2025: 23.5% increase

~~All employees in the Vancouver Fire Department Guild who are eligible to vote for contract ratification shall receive on the first full pay period following Council ratification a one time gross payment of \$750 per member. This one time payment will be prorated for part time members (e.g. a .75 FTE will receive \$525).~~

8.2.2 Newly Hired or Rehired Employees

Employees will move through the defined salary steps on an annual basis, based on adjusted service salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month, the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

8.2.3 Promoted Employees

At the time of promotion (defined as voluntarily applying for and accepting a position in a higher pay range), employees will move to the step in the range of the new classification which results in an increase of at least 5% (but not above the top of the new pay range). Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range on the adjusted salary review date and annually thereafter ~~on the employee's adjusted service date~~, up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range of the new classification.

8.2.4 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed at the step in the appropriate pay range for the new classification that results in the least amount of pay reduction (but not above the top of the new pay range). If an employee is not at the top step, their next step date will be one year from the demotion date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st and each August 1st thereafter until reaching the top step.

8.2.5 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as ICC Fire Plans Examiner or years of experience) at a lower level, but allow a stated period to obtain the needed requirement.

Upon attainment of the needed requirement, the individual's position is moved to the higher classification. Flexibly staffed positions may be filled at the I or II level, depending on the applicant's training and/or experience. If filled at a lower level, movement to the higher level will occur at the time the employee meets the minimum qualifications of the higher job class. An example is the Deputy Fire Marshal I/II classification. At the time the employee obtains the required qualification and is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from the date the employee moves to the higher classification and annually thereafter up to the top of the new range.

8.2.6 Probationary Period

A newly hired or rehired employee to the Vancouver Fire Department Guild bargaining unit is subject to a twelve (12) month probationary period. The probationary period for new employees may be extended with notification to the Guild. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period with or without cause, and such discipline or discharge shall not be subject to appeal.

Promotions and voluntary demotions are subject to a six (6) month probationary period. The probationary period for a promotion/demotion may be extended with notification to the Guild, for a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee as defined in Article 8.

Promotion is defined as the following:

- a. Deputy Fire Marshal I or II to Lead Deputy Fire Marshal
- b. Fire Code Officer to Deputy Fire Marshal I

Promotion does not include the progression from Deputy Fire Marshal I to Deputy Fire Marshal II.

8.3 Overtime

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the employer may require the necessary employees to work.

Scheduled overtime is defined as overtime hours scheduled at least ~~four~~ (4)eight (8) hours in advance of the end of the regular work shift preceding the overtime period. Any overtime scheduled under this Article shall be paid at a rate of one-and-one-half (1 ½) times the employee's regular base rate, during which time the Employer may provide and require work of the employee. Unscheduled overtime will be paid under the provision of Article 8.4 Callback Pay.

8.4 Callback Pay

Employees who have completed their regular work shift, are on their way home, or at home, and are not scheduled for overtime (as set forth in Article 8), shall be paid at double their regular base rate. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back.

Overtime and Callback Pay will be compensated rounding up to the nearest quarter hour.

8.5 Working Out-of-Class

An employee who is temporarily assigned the duties of a higher level position shall be paid at a rate of five percent (5%) above their current rate of pay, provided that each of the following conditions are met:

- A. The position is currently vacant OR the employee normally filling the position is on authorized leave OR the employee normally assigned to the position has been temporarily relieved of their regular duties to complete a special project approved by the fire chief or their designee.
- B. The employee is formally assigned to perform, and actually performs, duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment must include a written directive from the employee's supervisor.
- C. The employee is so assigned and actually works the assignment for a period of more than thirty five (35) consecutive working hours. If the employee is so assigned and actually works the assignment for a period of more than thirty five (35) hours, the out-of-class pay shall be retroactive for the first hour of that specific assignment.

When an employee assumes the supervisory duties as outlined in this section, this shall not be considered an acting appointment to the position of Fire Marshal.

8.6 Compensatory Time

At the Employer's option, compensating time off at the applicable premium rate may be accrued in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed forty eight (48) hours. All accrued unused compensatory time will be paid out at the time of separation.

Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

8.7 On-Call Status

- A. On-call employees shall wear electronic alerting device on during their hours away from work, and when alerted, shall call CRESA dispatch as soon as possible, but no later than fifteen (15) minutes, notifying receipt of the alert and providing an estimate of arrival time. The employee shall arrive at the fire station assigned by the Fire Marshal within 60 minutes of their return notification to CRESA.

For instances where the occasional total response exceeds one (1) hour, the supervisor may grant an exception, based upon the totality of the circumstances for not arriving within one (1) hour.

- B. On-call employees shall be compensated at a flat rate of \$50.00 per day.
- C. On-call employees shall be compensated at the rate set forth in 8.5 for time spent responding to off-duty call outs from the time the employee responds in the assigned City of Vancouver on-call vehicle. Compensation will be for a minimum of two hours during which time the employer may provide and require work of the employee called back.
- D. On-call employees shall be assigned a vehicle for response. The vehicle shall only be utilized for City of Vancouver assignments and shall not leave Clark County except as directed and approved by the Fire Marshal. If an employee lives outside Clark County, the on-call vehicle shall be parked at the fire station assigned by the Fire Marshal during on-call hours.

- E. Current and future employees must reside within a 60 minute response time, as calculated by Google maps, to the fire station assigned by the Fire Marshal, or other mutually agreed to location.
- F. No more than one person may be on-call on any day unless previously approved by the Fire Marshal or their designee.

8.8 Telephone Calls at Home After Hours

Employees authorized by the Fire Marshal on subjects authorized by the Fire Marshal, who are required by the employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter-hour, with a quarter-hour minimum.

Article 9 Leave Benefits

9.1 Personal Time Off (PTO)

Employees may begin using accrued PTO hours as soon as the hours are earned in the PTO bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time earned, i.e., PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for earned and accrued PTO hours, up to the number of hours denoted in Appendix B, at the employee's current rate of pay when they separate employment.

Provisions for Scheduled and Unscheduled PTO not covered in this agreement will follow policy.

- 9.2 Whenever an employee is involved in an investigation or enforcement lasting more than four (4) hours between 10:00 pm and 7:30 am on a Sunday through Thursday night, in lieu of overtime, the employee may use up to a six (6) hour period of compensatory time to be used for downtime during the next work day.

Article 10 Holidays

- 10.1 The following days are recognized as legal paid holidays for which time off are to be granted:

New Year's Day – January 1

Martin Luther King's Birthday – Third Monday in January

President's Day – Third Monday in February

Memorial Day – Last Monday in May
Juneteenth – June 19
Independence Day – July 4th
Labor Day – First Monday in September
Veteran’s Day – November 11
Thanksgiving Day – Fourth Thursday in November
Native American Heritage Day – Fourth Friday in November
Christmas Day – December 25

Article 11 Employee Insurance

Employees covered by this agreement will be provided insurance benefits as follows:

11.1 Life Insurance

Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

11.2 Long Term Disability

Regular and full-time and half-time bargaining unit employees will be covered by a city-paid group long-term disability insurance policy.

11.3 Health Insurance

A. Employees and their eligible dependents will have the option of selecting any combination of medical, vision and dental coverage from the following. Based on medical plan selection accompanying vision coverage may be required.

a. Medical

- i. HMO Plan
- ii. HMO Plan – CDHP (Consumer Driven Health Plan)
- iii. PPO Plan
- iv. PPO Plan – CDHP (Consumer Driven Health Plan)

b. Dental

- i. HMO Plan
- ii. PPO Plan

B. Consumer Driven Health Plans (CDHP)

- a. CDHP's include a Health Savings Account (HSA) as allowable by law.
 - i. The City will make a contribution to the Employee's HSA in the following amounts (amounts are pro-rated based on enrollment date:)
 - 1. Employee-only coverage - \$1,500
 - 2. Employee plus one or more dependents - \$3,000
- b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. **Premiums**

City contribution will increase up to 5% of any increasing premium costs. This means the City will pay up to the first 5% of any increasing premium cost plus the City's previous year's premium sharing amount. The employee's share would be the previous year's premium sharing amount plus any premium costs above 5%.

- D. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.
- E. Flexible Spending Account (FSA).
 - a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a healthcare or dependent care FSA.
 - b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

11.4 It is understood that the type and level of benefits available under the City's health plan may be changed from time to time by the carriers, and the City shall not have a duty or obligation to negotiate over such changes with the Guild. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.

11.5 Dental Insurance
The City will pay 100% of the employee and eligible dependent cost for basic dental insurance for the term of this agreement.

11.6 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless and employee selects the post-tax option.

- 11.7 Medical, vision and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 13.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).

Article 12 Retirement Plan

- 12.1 All eligible employees and the employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

Article 13 Clothing

- 13.1 The employer shall provide to all personnel all safety equipment and uniform equipment deemed necessary by the employer.

The employer will provide, repair or replacement of the above on an as needed basis, as determined by the employer. When a part of the uniform has been determined to be in need of replacement, the employer will provide the replacement within a reasonable period of time.

Article 14 Grievance Procedure

- 14.1 The City's and the Guild's desire that all employees be treated fairly and equitably. It is intended that this grievance procedure will provide a mean of resolving grievances at the lowest possible level.
- 14.2 Grievance Definition: A grievance is defined as a dispute raised by an employee concerning the interpretation or application of a section(s) of this Agreement. Grievances shall be settled as provided for in this Article, and aggrieved employees shall have all rights guaranteed them by RCW 41.56.080 pertaining to grievances.

Representation: In the grievance procedure, the aggrieved individual employee shall have the right, as guaranteed by RCW 41.56.080 to represent themselves or be represented by their Guild representative. In addition, the Guild has the right in its own capacity to act as an aggrieved party in the grievance procedure. Only the Guild, on its own behalf or on behalf of an employee(s), may pursue a grievance to arbitration.

- 14.3 Grievance Procedure.

14.3.1 Informal Resolution. An employee or Guild representative who believes the terms and conditions of this Agreement have been violated shall first discuss the matter with the person who took the

action giving rise to the belief and attempt to reach an informal resolution of the matter.

Step 1. Regardless of the status of any informal discussions to resolve the grievance, within twenty-one (21) calendar days of the date upon which the employee, by due diligence, could reasonably have been expected to know of the events giving rise to the grievance (but in no event more than (60) sixty calendar days from the event), the aggrieved employee and/or Guild representative will submit the grievance in writing to the Chief or designee. The written grievance will include a review of the facts, including the specific section(s) violated, the names of all known witnesses, and the remedy requested. The Fire Chief or designee shall submit a written decision to the grievance within twenty-one (21) calendar days from their receipt of the grievance.

Step 2. Provided the grievance is not settled satisfactorily in Step 1, the employee and/or the Guild representative shall submit the grievance within fourteen (14) calendar days to the Fire Chief or designee. The Fire Chief or designee will submit a decision in writing within fourteen (14) calendar days.

Step 3. Provided the grievance is not settled satisfactorily in Step 2, the employee and/or the Guild representative shall submit the grievance within fourteen (14) calendar days to the City Manager or designee. The City Manager or designee will submit a decision in writing within fourteen (14) calendar days.

14.3.2 If the grievance is not settled satisfactorily, the Guild may pursue the matter to arbitration by giving written notice to the City Manager or designee within fourteen (14) calendar days.

14.4 Arbitration Procedure.

14.4.1 The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within seven (7) calendar days of the Guild's arbitration notice, the Guild will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association or from any other mutually agreed source. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives shall meet or confer to select an arbitrator. The parties shall each strike three (3) arbitrators from the list in an alternating order, and

the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

14.4.2 The arbitrator shall promptly establish a date, time and place for a hearing and shall provide reasonable notice thereof to the parties to the dispute. A hearing, which shall be informal, shall be held, and each party shall have the opportunity to present evidence and make argument. The rules of evidence prevailing in a judicial proceeding may be considered, but are not binding, and any oral testimony or documentary evidence or other data deemed relevant by the arbitrator may be received in evidence.

14.4.3 The arbitrator shall make a written finding of fact and a written determination of the issues in dispute, based on the evidence presented. A copy thereof shall be served on each of the parties to the dispute. The decision of the arbitrator shall be final and binding upon both parties, subject to review by the Superior Court upon application of either party only upon an assertion that the decision was arbitrary or capricious, or exceeded the arbitrator's authority.

14.4.4 The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement.

14.4.5 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 17.4.1 to select an arbitrator to rule on the merits of the grievance.

14.4.6 The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if prepared, shall be shared equally between the Guild and the Employer. Each party shall be responsible for all expenses of presenting its own case, for compensating its own lawyers, representatives and witnesses, and for purchasing its own copy of any written transcript.

14.5 Time Limits. All time limits in this Article may be extended by mutual written agreement. Should the grievant or Guild fail to comply with any of the stated time limits, unless mutually agreed to extend, in writing, such grievance shall be deemed abandoned. Should the Employer fail to

comply with any of the stated time limits, the grievance will be automatically advanced to the next step.

Article 15 Employee Discipline/Termination

- 15.1 The employer may, in good faith or for cause, take disciplinary action by written reprimand, suspension, demotion or discharge. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter. Employees shall be given the opportunity to read and answer all disciplinary letters or performance evaluations before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather an indication that they have seen and comprehend the gravity of the disciplinary action. A copy of the letter will be provided to the Guild upon authorization by the employee.
- 15.2 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.

Article 16 Layoff and Reinstatement

- 16.1 **Layoff Procedure**
Layoffs or reductions-in-full time equivalent (FTE) positions may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction in force or workload, or in the interests of economy or efficiency.
- After the City has identified the job classification being reduced, layoffs and reduction-in-force will be made in the following order:
- i. Temporary employees
 - ii. Newly hired probationary employees
 - iii. Promotional probationary employees
 - iv. Regular employees
- The order in which employees will be laid off shall be determined based on seniority as defined in 16.2 of this Article.
- 16.2 **Seniority**
Seniority for the purposes of layoff, reduction, reinstatement, and bumping shall be based upon bargaining unit seniority for all members covered under this Agreement. Bargaining unit seniority shall be determined by the ranking outlined in the Vancouver Fire Department Fire Marshal's Office seniority list as published through Civil Service.

16.3 Notice to Guild

Representatives of the City shall notify the Guild within fourteen (14) calendar days after the City has officially determined that a layoff or reduction-in-FTE will affect any of the Guild members. After such notification, the City agrees to meet with the Guild, if requested, and to inform the Guild of the details of the layoff and provide a current seniority list as well as any other relevant information. This meeting shall occur prior to notifying the employee(s) selected for reduction or elimination.

16.4 Notice to Employees

Each employee to be laid off or to have an FTE reduction shall be given at least thirty (30) calendar days' notice of layoff, with a copy to the Guild. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off or reduced.

16.5 Bumping

When an Employee is identified for a layoff or reduction-in-force, they shall be permitted to bump into a job or classification which they currently hold or have previously held, provided that the employee meets the minimum qualifications for the job. At the time of bumping the employee must have the training and certifications necessary to fulfill the duties and functions of the positions. In doing so, they may "bump" the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.

16.6 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, they must notify Human Resources in writing of their intent to accept a vacant position or exercise bumping rights within fourteen (14) calendar days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the Employee. The Employee will subsequently be placed on the reinstatement list.

16.7 An Employee who bumped into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were originally laid off. Failure to pass probation for reasons other than performing the functions of the new position will result in termination in accordance with Article 15.

16.8 Reinstatement

Employees who have been laid off are eligible for recall for a period of twenty-four (24) months following the date of layoff or reduction in FTE. The names of persons laid off will be placed on one reinstatement list.

When a vacancy occurs in the same job classification for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications and requisite background and medical screening for the position to which they would be reinstated. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 16.2 to determine who shall be offered reinstatement. Reinstatement notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

- 16.9 Once an employee on the reinstatement list is offered reinstatement, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number, while on layoff status.

Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days.

Article 17 Cross Jurisdictional Agreement

- 17.1 IAFF Local 452 Suppression uniformed members ~~may perform FMO work while on light duty at the direction of the Deputy Fire Chief(s). assigned light duty work may perform FMO work at the direction of the Fire Marshal.~~
- 17.2 Assigned light duty work for IAFF Local 452 Suppression uniformed members shall not result in any reduction of staff covered by this agreement.
- 17.3 Assigned light duty IAFF Local 452 Suppression shall not fill any vacant positions covered by this agreement, even on a temporary basis.
- 17.4 Other work options by non-Guild members may be determined by mutual agreement of the Guild and the City.
- A. ~~Provisions in Article 13 (employee insurance) were changed with the 2014-2016 contract to mirror the employee insurance (article 22) in the 2014-2016 Local 452 Fire Suppression contract in consideration of the ability for Suppression personnel to perform cross-jurisdictional fire inspections while on light duty. In the 2017-2019 452 FMO contract, 20.1 was changed to reference "FMO work" vs. "fire inspections".~~

Article 18 Conflict of Contract and City Employment Policies

- 18.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City Employment policies and that where it is found that the provisions of such an agreement are in conflict with the City Employment policies that the language of the agreement shall control.
- 18.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Guild and the affected department to reach a mutually agreeable solution.

Article 19 Separability Clause

- 19.1 In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this agreement and all other portions unless dependent upon excised portions shall remain in full force and effect.

Article 20 Past Practice Clause

- 20.1 This Agreement constitutes the entire agreement between the parties, and it supersedes any prior written or oral agreements between the parties. Any past practice whether written or oral, is null and void, unless specifically preserved in this Agreement.

Article 21 Bargaining of Mandatory Subjects

- 21.1 Except as permitted in this Agreement or by applicable law, the City will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The City will notify the Guild of the proposed changes and the Guild may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event the Guild does not request discussions and/or negotiations within fourteen (14) calendar days, the City may implement the changes without further discussions and/or negotiations; provided that the Guild may request an extension of the timeline in this section which will not be unreasonably denied. There may be emergency or mandated conditions that are outside of the City's control requiring immediate implementation, in which case the City will notify the Guild as soon as possible.

Article 22 Appendices and Amendments

- 22.1 All appendices, amendments shall be lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.

- A. The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including, but not limited to, amendment by Memorandum of Understanding or Memorandum of Agreement.

Article 23 Termination and Renewal

- 23.1 This agreement is upon ratification by both parties and shall remain in full force and effect through December 31, ~~2022~~2023.

Dated this _____ day of _____, ~~2020~~2023.

For the Employer

For the Guild

Eric J. Holmes, City Manager

~~Cale Baker~~LeMont Lucas, President

~~Joseph Molina~~Brennan Blue, Fire Chief

Andrew Jorgenson, Vice President

Lisa Takach, Human Resources Director

Shane LaBeck, Secretary-~~Treasurer~~

Approved as to form:

Jonathan Young

Attest:

Natasha Ramras, City Clerk

Appendix A

Rates of Pay

2020-2023

Job Class Title	Range Number	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Fire Code Officer	10	MO.	6,317	6,541	6,768	7,008	7,250	7,506	7,766	8,081
		YR.	75,804	78,492	81,216	84,096	87,000	90,072	93,192	96,972
		HR.	36.4442	37.7365	39.0462	40.4308	41.8269	43.3038	44.8038	46.6212
Deputy Fire Marshal 1	12	MO.	6,637	6,871	7,111	7,363	7,617	7,887	8,159	8,490
		YR.	79,644	82,452	85,332	88,356	91,404	94,644	97,908	101,880
		HR.	38.2904	39.6404	41.0250	42.4788	43.9442	45.5019	47.0712	48.9808
Deputy Fire Marshal 2	16	MO.	7,326	7,584	7,849	8,128	8,407	8,705	9,006	9,371
		YR.	87,912	91,008	94,188	97,536	100,884	104,460	108,072	112,452
		HR.	42.2654	43.7538	45.2827	46.8923	48.5019	50.2212	51.9577	54.0635
Lead Deputy Fire Marshal	19	MO.	7,890	8,167	8,452	8,752	9,053	9,374	9,698	10,092
		YR.	94,680	98,004	101,424	105,024	108,636	112,488	116,376	121,104
		HR.	45.5192	47.1173	48.7615	50.4923	52.2288	54.0808	55.9500	58.2231
Fire Protection Engineer	22	MO.	8,496	8,794	9,101	9,425	9,750	10,095	10,444	10,867
		YR.	101,952	105,528	109,212	113,100	117,000	121,140	125,328	130,404
		HR.	49.0154	50.7346	52.5058	54.3750	56.2500	58.2404	60.2538	62.6942

2021-2024

Job Class Title	Range Number	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Fire Code Officer	10	MO.	6,538	6,770	7,005	7,253	7,504	7,769	8,038	8,364
		YR.	78,456	81,240	84,060	87,036	90,048	93,228	96,456	100,368
		HR.	37.7192	39.0577	40.4135	41.8442	43.2923	44.8212	46.3731	48.2538
Deputy Fire Marshal 1	12	MO.	6,869	7,111	7,360	7,621	7,884	8,163	8,445	8,787
		YR.	82,428	85,332	88,320	91,452	94,608	97,956	101,340	105,444
		HR.	39.6288	41.0250	42.4615	43.9673	45.4846	47.0942	48.7212	50.6942
Deputy Fire Marshal 2	16	MO.	7,582	7,849	8,124	8,412	8,701	9,010	9,321	9,699
		YR.	90,984	94,188	97,488	100,944	104,412	108,120	111,852	116,388
		HR.	43.7423	45.2827	46.8692	48.5308	50.1981	51.9808	53.7750	55.9558
Lead Deputy Fire Marshal	19	MO.	8,166	8,453	8,748	9,058	9,370	9,702	10,037	10,445
		YR.	97,992	101,436	104,976	108,696	112,440	116,424	120,444	125,340
		HR.	47.1115	48.7673	50.4692	52.2577	54.0577	55.9731	57.9058	60.2596
Fire Protection Engineer	22	MO.	8,793	9,102	9,420	9,755	10,091	10,448	10,810	11,247
		YR.	105,516	109,224	113,040	117,060	121,092	125,376	129,720	134,964
		HR.	50.7288	52.5115	54.3462	56.2788	58.2173	60.2769	62.3654	64.8865

20222025

Job Class Title	Range Number	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Fire Code Officer	10	MO.	6,767	7,007	7,250	7,507	7,767	8,041	8,319	8,657
		YR.	81,204	84,084	87,000	90,084	93,204	96,492	99,828	103,884
		HR.	39.0404	40.4250	41.8269	43.3096	44.8096	46.3904	47.9942	49.9442
Deputy Fire Marshal 1	12	MO.	7,109	7,360	7,618	7,888	8,160	8,449	8,741	9,095
		YR.	85,308	88,320	91,416	94,656	97,920	101,388	104,892	109,140
		HR.	41.0135	42.4615	43.9500	45.5077	47.0769	48.7442	50.4288	52.4712
Deputy Fire Marshal 2	16	MO.	7,847	8,124	8,408	8,706	9,006	9,325	9,647	10,038
		YR.	94,164	97,488	100,896	104,472	108,072	111,900	115,764	120,456
		HR.	45.2712	46.8692	48.5077	50.2269	51.9577	53.7981	55.6558	57.9115
Lead Deputy Fire Marshal	19	MO.	8,452	8,749	9,054	9,375	9,698	10,042	10,388	10,811
		YR.	101,424	104,988	108,648	112,500	116,376	120,504	124,656	129,732
		HR.	48.7615	50.4750	52.2346	54.0865	55.9500	57.9346	59.9308	62.3712
Fire Protection Engineer	22	MO.	9,101	9,421	9,750	10,096	10,444	10,814	11,188	11,641
		YR.	109,212	113,052	117,000	121,152	125,328	129,768	134,256	139,692
		HR.	52.5058	54.3519	56.2500	58.2462	60.2538	62.3885	64.5462	67.1596

Appendix B

Employee Personal Time Off (PTO) Accrual Schedule

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
Based on an 8-hour day						
During Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation Hours / Days		Maximum Accumulation Hours/Days	
1-0 to 2	15	22.5	360	45	528	66
3-2+ to 5	18.34	27.5	440	55	608	76
6-5+ to 10	20.34	30.5	488	61	656	82
11-10+ to 15	22.34	33.5	536	67	704	88
16-15+ to 20	24.34	36.5	584	73	752	94
21-20+	26.34	39.5	632	79	800	100

Appendix C

Temporary or Seasonal Workers

“Temporary or seasonal worker” for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Guild. The Employer will not rotate temporaries through the same position.

The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased workload, termination or disabilities of regular full-time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the Employer and the Guild.

The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Guild upon request.

Appendix D

Use of Fire Corps Volunteers

Any training and/or education materials utilized in the Fire Corps Volunteer program shall be pre-approved by the Fire Marshal. Fire Corps Volunteer training, special events and/or other public outreach activities and public education curriculum, shall be under the direct supervision of a Vancouver Fire Department Guild member. Other Fire Corps Volunteer supervisory arrangements may be determined upon mutual agreement between the Guild and the employer.

Any proposals for new activities will be collaboratively discussed between the City and the Guild.

AGREEMENT

By and Between
The City of Vancouver
and
The Vancouver Fire Department Guild

January 1, 2023-December 31, 2025

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Fire Department Guild Agreement

The City of Vancouver and Vancouver Fire Department Guild (the Guild) recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours and other conditions of employment.

The City of Vancouver and the Guild agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard, to race, color, religion, sex, pregnancy, marital status, domestic status, veteran status, sexual orientation, gender identity, national origin, disability, age, genetic information or any criteria established by state and federal statutes, rules or regulations, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity to prevent a direct threat to health and safety.

Article 1 Guild Representation

- 1.1 The employer recognizes the Guild as the exclusive bargaining agent for the Lead Deputy Fire Marshal, Deputy Fire Marshal I and II, Fire Code Officer, and Fire Protection Engineer classifications.
- 1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.

Article 2 Rights of Management

- 2.1 The right to manage the municipal corporation is vested exclusively in the employer and such right includes but is not necessarily limited to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with the employer shall be governed by such rules, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the Guild will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

Article 3 Union Security

- 3.1 The parties agree that the terms of this Agreement apply equally to all employees in the bargaining unit and as defined in this Agreement. Any bargaining unit employee may authorize the Employer to take any of the following actions with respect to dues or fees:
- A. Deduct from their pay the amount of the Guild membership dues charged by the Guild for representation and services provided by the Guild;
 - B. Deduct an amount certified by the Guild to be the 'fair share' fee for services provided by the Guild; or
 - C. Not deduct any due or fee; provided that an employee electing this option may be charged a reasonable fee for services requested by the employee for representation in grievance or arbitration procedures.
- 3.2 The Guild agrees to provide the employer with Guild dues deductions assignment forms for each employee who desires to pay their Guild dues/voluntary fair share fees by payroll deduction. The employer will deduct such dues/fair share fees from the wages of those employees and forward them to the Guild each month.
- 3.3 In the event an employee covered by the bargaining unit notifies the Employer that they no longer wish to have dues or fees deducted from their pay, the Employer shall notify the Guild of the notification within five (5) working days.
- 3.4 The Guild shall indemnify, defend and hold the City harmless from all suits, actions, proceedings or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this article is invalid and/or that reimbursements must be made to any employees affected, the Guild shall be solely responsible for such reimbursements.

Article 4 Union Representatives and Union Activity

- 4.1 The Guild shall inform the Employer in writing of the name of its officers and business representatives who are accredited to represent the Guild, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Guild.

- 4.2 Guild representatives may, after receiving permission from their supervisor, visit the work location of employees covered by this Agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Guild notices on City provided bulletin boards.
- 4.3 Solicitation of Guild membership or collection or checking of dues will not be conducted during working hours other than as follows:
- A. Guild representatives are allowed access to new employees at an agreed upon time by the City and the Guild for the purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
 - B. Guild representatives shall have access to new employees once for new employee orientation for no more than thirty (30) minutes; and
 - C. Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.
- 4.4 The Employer agrees not to discriminate against any member of the Guild for their activity on behalf of or membership in the Guild, provided such activity is not carried on during working hours, except as expressly provided in this agreement.
- 4.5 Employee officers of the Guild shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Guild and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time, not paid by the City.

For the purposes of attendance at the bargaining table, not more than three (3) on duty employees will be present when bargaining the master agreement.

- 4.5.1 Employee Guild representatives shall request permission from their immediate manager for time away from their work assignment. Such requests shall be granted provided the time away does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role

of Guild representative shall be coded on their timesheet as “Union Leave”.

4.5.2 Employee Guild representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.

4.6 City work hours shall not be used by employees or the business representatives for the conduct of Guild business or the promotion of Guild affairs other than stated above.

4.7 The City shall provide bulletin board space for Guild notices in a conspicuous location where workers frequent regularly in each work area.

4.8 Use of City telephones or computers related to Guild business.

A. City telephones or computers use is allowed subject to the following:

1. When such use is de minimis and incidental, such as arranging a meeting with a Guild representative.
2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
3. For the purpose of interacting with the City’s representatives concerning Guild-City business, such as setting dates for City-Guild meetings, making inquiries regarding grievances, etc.

B. The uses cited in may continue only if they incur no additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

Article 5 Work Week, Hours of Work, and Schedule

5.1 The work period is defined as the timetable between 12:00 a.m., Sunday through 11:59 p.m. the following Saturday. The work week shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. (not to exceed forty (40) hours, excluding lunch periods.) Alternative work schedules may be determined by mutual agreement of the Guild and the employer.

5.2 Rest Periods – Each employee shall be given a 20-minute paid rest period in the first half of the working shift and a 20-minute paid rest period in the second half of the working shift, and an unpaid lunch period of not less than thirty (30) minutes or more than sixty (60) minutes (during the shift).

Article 6 Strikes, Work Stoppages and Work Slowdowns

- 6.1 The Employer and the Guild signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Guild and/or the employers covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with employer functions, nor shall the city institute a lockout. In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs, the employer shall notify the Guild of the existence of such activity and request information from the Guild as to whether or not the activity has been authorized. The Guild, after immediately responding to the employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concern to return to work so that service to the citizen of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in, or encourage, such actions shall be subject to discipline and discharge.

Article 7 Medical Examinations

- 7.1 Fitness for Duty
The parties recognize that employees have the responsibility to report to work fit for duty.

To ensure physical and mental fitness, the employee may be required to provide the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

- A. Should the findings of the employer requested medical and/or psychological exam have an adverse effect on the employee's employment, the employee will have an opportunity, at their sole discretion and expense, for a second examination.

The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

- 7.2 Wellness Physicals

- A. Participation in the annual wellness physicals set up by the City will be mandatory for the classifications of Deputy Fire Marshals I and II and

Lead Deputy Fire Marshal, whose job description includes fire investigation. Wellness screenings will be administered at the sole cost and discretion of the City.

- B. The City will bear the costs of the annual wellness physicals and shall include but not be limited to:
 - a. Bloodwork: Comprehensive Metabolic Panel, Lipid Panel, Complete Blood Count
 - b. Electrocardiogram
 - c. Treadmill Stress Test for those who are 40 years old and then every 5 years after the age of 40
 - d. Urine Microanalysis
- C. All information gathered as a result of the wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the City of Vancouver nor the Union shall have any right of access to the information.

Article 8 Rates of Pay

8.1 Pay Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

8.2 Salary Step Plan

8.2.1 Effective January 1, 2023: 4.5% increase

Effective January 1, 2024: 3.5% increase

Effective January 1, 2025: 3.5% increase

8.2.2 Newly Hired or Rehired Employees

Employees will move through the defined salary steps on an annual basis, based on adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month, the pay adjustment would be on the first (1st) day of

the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

8.2.3 Promoted Employees

At the time of promotion (defined as voluntarily applying for and accepting a position in a higher pay range), employees will move to the step in the range of the new classification which results in an increase of at least 5% (but not above the top of the new pay range). Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range on the adjusted salary review date and annually thereafter, up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range of the new classification.

8.2.4 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed at the step in the appropriate pay range for the new classification that results in the least amount of pay reduction (but not above the top of the new pay range). If an employee is not at the top step, their next step date will be one year from the demotion date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st and each August 1st thereafter until reaching the top step.

8.2.5 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as ICC Fire Plans Examiner or years of experience) at a lower level, but allow a stated period to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. Flexibly staffed positions may be filled at the I or II level, depending on the applicant's training and/or experience. If filled at a lower level, movement to the higher level will occur at the time the employee meets the minimum qualifications of the higher job class. An example is the Deputy Fire Marshal I/II classification. At the time the employee obtains the required qualification and is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one

year from the date the employee moves to the higher classification and annually thereafter up to the top of the new range.

8.2.6 Probationary Period

A newly hired or rehired employee to the Vancouver Fire Department Guild bargaining unit is subject to a twelve (12) month probationary period. The probationary period for new employees may be extended with notification to the Guild. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period with or without cause, and such discipline or discharge shall not be subject to appeal.

Promotions and voluntary demotions are subject to a six (6) month probationary period. The probationary period for a promotion/demotion may be extended with notification to the Guild, for a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee as defined in Article 8.

Promotion is defined as the following:

- a. Deputy Fire Marshal I or II to Lead Deputy Fire Marshal
- b. Fire Code Officer to Deputy Fire Marshal I

Promotion does not include the progression from Deputy Fire Marshal I to Deputy Fire Marshal II.

8.3 Overtime

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the employer may require the necessary employees to work.

Scheduled overtime is defined as overtime hours scheduled at least eight (8) hours in advance of the end of the regular work shift preceding the overtime period. Any overtime scheduled under this Article shall be paid at a rate of one-and-one-half (1 ½) times the employee's regular base rate, during which time the Employer may provide and require work of the

employee. Unscheduled overtime will be paid under the provision of Article 8.4 Callback Pay.

8.4 Callback Pay

Employees who have completed their regular work shift, are on their way home, or at home, and are not scheduled for overtime (as set forth in Article 8), shall be paid at double their regular base rate. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back.

Overtime and Callback Pay will be compensated rounding up to the nearest quarter hour.

8.5 Working Out-of-Class

An employee who is temporarily assigned the duties of a higher level position shall be paid at a rate of five percent (5%) above their current rate of pay, provided that each of the following conditions are met:

- A. The position is currently vacant OR the employee normally filling the position is on authorized leave OR the employee normally assigned to the position has been temporarily relieved of their regular duties to complete a special project approved by the fire chief or their designee.
- B. The employee is formally assigned to perform, and actually performs, duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment must include a written directive from the employee's supervisor.
- C. The employee is so assigned and actually works the assignment for a period of more than thirty five (35) consecutive working hours. If the employee is so assigned and actually works the assignment for a period of more than thirty five (35) hours, the out-of-class pay shall be retroactive for the first hour of that specific assignment. When an employee assumes the supervisory duties as outlined in this section, this shall not be considered an acting appointment to the position of Fire Marshal.

8.6 Compensatory Time

At the Employer's option, compensating time off at the applicable premium rate may be accrued in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed forty eight (48) hours. All accrued unused compensatory time will be paid out at the time of separation.

Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

8.7 On-Call Status

- A. On-call employees shall wear electronic alerting device on during their hours away from work, and when alerted, shall call CRESA dispatch as soon as possible, but no later than fifteen (15) minutes, notifying receipt of the alert and providing an estimate of arrival time. The employee shall arrive at the fire station assigned by the Fire Marshal within 60 minutes of their return notification to CRESA.

For instances where the occasional total response exceeds one (1) hour, the supervisor may grant an exception, based upon the totality of the circumstances for not arriving within one (1) hour.

- B. On-call employees shall be compensated at a flat rate of \$50.00 per day.
- C. On-call employees shall be compensated at the rate set forth in 8.5 for time spent responding to off-duty call outs from the time the employee responds in the assigned City of Vancouver on-call vehicle. Compensation will be for a minimum of two hours during which time the employer may provide and require work of the employee called back.
- D. On-call employees shall be assigned a vehicle for response. The vehicle shall only be utilized for City of Vancouver assignments and shall not leave Clark County except as directed and approved by the Fire Marshal. If an employee lives outside Clark County, the on-call vehicle shall be parked at the fire station assigned by the Fire Marshal during on-call hours.
- E. Current and future employees must reside within a 60 minute response time, as calculated by Google maps, to the fire station assigned by the Fire Marshal, or other mutually agreed to location.
- F. No more than one person may be on-call on any day unless previously approved by the Fire Marshal or their designee.

8.8 Telephone Calls at Home After Hours

Employees authorized by the Fire Marshal on subjects authorized by the Fire Marshal, who are required by the employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter-hour, with a quarter-hour minimum.

Article 9 Leave Benefits

- 9.1 Personal Time Off (PTO)
Employees may begin using accrued PTO hours as soon as the hours are earned in the PTO bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time earned, i.e., PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for earned and accrued PTO hours, up to the number of hours denoted in Appendix B, at the employee's current rate of pay when they separate employment.

Provisions for Scheduled and Unscheduled PTO not covered in this agreement will follow policy.

- 9.2 Whenever an employee is involved in an investigation or enforcement lasting more than four (4) hours between 10:00 pm and 7:30 am on a Sunday through Thursday night, in lieu of overtime, the employee may use up to a six (6) hour period of compensatory time to be used for downtime during the next work day.

Article 10 Holidays

- 10.1 The following days are recognized as legal paid holidays for which time off are to be granted:

New Year's Day – January 1
Martin Luther King's Birthday – Third Monday in January
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19
Independence Day – July 4
Labor Day – First Monday in September
Veteran's Day – November 11
Thanksgiving Day – Fourth Thursday in November
Native American Heritage Day – Fourth Friday in November
Christmas Day – December 25

Article 11 Employee Insurance

Employees covered by this agreement will be provided insurance benefits as follows:

11.1 Life Insurance

Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

11.2 Long Term Disability

Regular and full-time and half-time bargaining unit employees will be covered by a city-paid group long-term disability insurance policy.

11.3 Health Insurance

A. Employees and their eligible dependents will have the option of selecting any combination of medical, vision and dental coverage from the following. Based on medical plan selection accompanying vision coverage may be required.

a. **Medical**

- i. HMO Plan
- ii. HMO Plan – CDHP (Consumer Driven Health Plan)
- iii. PPO Plan
- iv. PPO Plan – CDHP (Consumer Driven Health Plan)

b. **Dental**

- i. HMO Plan
- ii. PPO Plan

B. **Consumer Driven Health Plans (CDHP)**

- a. CDHP's include a Health Savings Account (HSA) as allowable by law.
 - i. The City will make a contribution to the Employee's HSA in the following amounts (amounts are pro-rated based on enrollment date:)
 - 1. Employee-only coverage - \$1,500
 - 2. Employee plus one or more dependents - \$3,000

- b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. **Premiums**

City contribution will increase up to 5% of any increasing premium costs. This means the City will pay up to the first 5% of any increasing premium cost plus the City's previous year's premium sharing amount. The employee's share would be the previous year's premium sharing amount plus any premium costs above 5%.

- D. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

E. Flexible Spending Account (FSA).

- a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a healthcare or dependent care FSA.
- b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

- 11.4 It is understood that the type and level of benefits available under the City's health plan may be changed from time to time by the carriers, and the City shall not have a duty or obligation to negotiate over such changes with the Guild. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.

- 11.5 **Dental Insurance**
The City will pay 100% of the employee and eligible dependent cost for basic dental insurance for the term of this agreement.

- 11.6 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless and employee selects the post-tax option.

- 11.7 Medical, vision and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 13.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).

Article 12 Retirement Plan

- 12.1 All eligible employees and the employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

Article 13 Clothing

- 13.1 The employer shall provide to all personnel all safety equipment and uniform equipment deemed necessary by the employer.

The employer will provide, repair or replacement of the above on an as needed basis, as determined by the employer. When a part of the uniform has been determined to be in need of replacement, the employer will provide the replacement within a reasonable period of time.

Article 14 Grievance Procedure

- 14.1 The City's and the Guild's desire that all employees be treated fairly and equitably. It is intended that this grievance procedure will provide a mean of resolving grievances at the lowest possible level.

- 14.2 Grievance Definition: A grievance is defined as a dispute raised by an employee concerning the interpretation or application of a section(s) of this Agreement. Grievances shall be settled as provided for in this Article, and aggrieved employees shall have all rights guaranteed them by RCW 41.56.080 pertaining to grievances.

Representation: In the grievance procedure, the aggrieved individual employee shall have the right, as guaranteed by RCW 41.56.080 to represent themselves or be represented by their Guild representative. In addition, the Guild has the right in its own capacity to act as an aggrieved party in the grievance procedure. Only the Guild, on its own behalf or on behalf of an employee(s), may pursue a grievance to arbitration.

- 14.3 Grievance Procedure.

- 14.3.1 Informal Resolution. An employee or Guild representative who believes the terms and conditions of this Agreement have been violated shall first discuss the matter with the person who took the action giving rise to the belief and attempt to reach an informal resolution of the matter.

Step 1. Regardless of the status of any informal discussions to resolve the grievance, within twenty-one (21) calendar days of the date upon which the employee, by due diligence, could reasonably have been expected to know of the events giving rise to the grievance (but in no event more than (60) sixty calendar days from the event), the aggrieved

employee and/or Guild representative will submit the grievance in writing to the Chief or designee. The written grievance will include a review of the facts, including the specific section(s) violated, the names of all known witnesses, and the remedy requested. The Fire Chief or designee shall submit a written decision to the grievance within twenty-one (21) calendar days from their receipt of the grievance.

Step 2. Provided the grievance is not settled satisfactorily in Step 1, the employee and/or the Guild representative shall submit the grievance within fourteen (14) calendar days to the Fire Chief or designee. The Fire Chief or designee will submit a decision in writing within fourteen (14) calendar days.

Step 3. Provided the grievance is not settled satisfactorily in Step 2, the employee and/or the Guild representative shall submit the grievance within fourteen (14) calendar days to the City Manager or designee. The City Manager or designee will submit a decision in writing within fourteen (14) calendar days.

14.3.2 If the grievance is not settled satisfactorily, the Guild may pursue the matter to arbitration by giving written notice to the City Manager or designee within fourteen (14) calendar days.

14.4 Arbitration Procedure.

14.4.1 The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within seven (7) calendar days of the Guild's arbitration notice, the Guild will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association or from any other mutually agreed source. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives shall meet or confer to select an arbitrator. The parties shall each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

14.4.2 The arbitrator shall promptly establish a date, time and place for a hearing and shall provide reasonable notice thereof to the parties to the dispute. A hearing, which shall be informal, shall be held, and each party shall have the opportunity to present evidence and make argument. The rules of evidence prevailing in a judicial proceeding may be considered, but are not binding, and any oral

testimony or documentary evidence or other data deemed relevant by the arbitrator may be received in evidence.

14.4.3 The arbitrator shall make a written finding of fact and a written determination of the issues in dispute, based on the evidence presented. A copy thereof shall be served on each of the parties to the dispute. The decision of the arbitrator shall be final and binding upon both parties, subject to review by the Superior Court upon application of either party only upon an assertion that the decision was arbitrary or capricious, or exceeded the arbitrator's authority.

14.4.4 The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement.

14.4.5 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 17.4.1 to select an arbitrator to rule on the merits of the grievance.

14.4.6 The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if prepared, shall be shared equally between the Guild and the Employer. Each party shall be responsible for all expenses of presenting its own case, for compensating its own lawyers, representatives and witnesses, and for purchasing its own copy of any written transcript.

14.5 Time Limits. All time limits in this Article may be extended by mutual written agreement. Should the grievant or Guild fail to comply with any of the stated time limits, unless mutually agreed to extend, in writing, such grievance shall be deemed abandoned. Should the Employer fail to comply with any of the stated time limits, the grievance will be automatically advanced to the next step.

Article 15 Employee Discipline/Termination

15.1 The employer may, in good faith or for cause, take disciplinary action by written reprimand, suspension, demotion or discharge. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter. Employees shall be given the opportunity to read and answer all disciplinary letters or performance evaluations before placement of such material into their personnel file and

will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather an indication that they have seen and comprehend the gravity of the disciplinary action. A copy of the letter will be provided to the Guild upon authorization by the employee.

- 15.2 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.

Article 16 Layoff and Reinstatement

16.1 Layoff Procedure

Layoffs or reductions-in-full time equivalent (FTE) positions may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction in force or workload, or in the interests of economy or efficiency.

After the City has identified the job classification being reduced, layoffs and reduction-in-force will be made in the following order:

- i. Temporary employees
- ii. Newly hired probationary employees
- iii. Promotional probationary employees
- iv. Regular employees

The order in which employees will be laid off shall be determined based on seniority as defined in 16.2 of this Article.

16.2 Seniority

Seniority for the purposes of layoff, reduction, reinstatement, and bumping shall be based upon bargaining unit seniority for all members covered under this Agreement. Bargaining unit seniority shall be determined by the ranking outlined in the Vancouver Fire Department Fire Marshal's Office seniority list as published through Civil Service.

16.3 Notice to Guild

Representatives of the City shall notify the Guild within fourteen (14) calendar days after the City has officially determined that a layoff or reduction-in-FTE will affect any of the Guild members. After such notification, the City agrees to meet with the Guild, if requested, and to inform the Guild of the details of the layoff and provide a current seniority list as well as any other relevant information. This meeting shall occur prior to notifying the employee(s) selected for reduction or elimination.

16.4 Notice to Employees

Each employee to be laid off or to have an FTE reduction shall be given at least thirty (30) calendar days' notice of layoff, with a copy to the Guild. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off or reduced.

16.5 Bumping

When an Employee is identified for a layoff or reduction-in-force, they shall be permitted to bump into a job or classification which they currently hold or have previously held, provided that the employee meets the minimum qualifications for the job. At the time of bumping the employee must have the training and certifications necessary to fulfill the duties and functions of the positions. In doing so, they may "bump" the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.

16.6 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, they must notify Human Resources in writing of their intent to accept a vacant position or exercise bumping rights within fourteen (14) calendar days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the Employee. The Employee will subsequently be placed on the reinstatement list.

16.7 An Employee who bumped into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were originally laid off. Failure to pass probation for reasons other than performing the functions of the new position will result in termination in accordance with Article 15.

16.8 Reinstatement

Employees who have been laid off are eligible for recall for a period of twenty-four (24) months following the date of layoff or reduction in FTE. The names of persons laid off will be placed on one reinstatement list. When a vacancy occurs in the same job classification for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications and requisite background and medical screening for the position to which they would be reinstated. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 16.2 to determine who shall be offered reinstatement. Reinstatement notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

- 16.9 Once an employee on the reinstatement list is offered reinstatement, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number, while on layoff status.

Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days.

Article 17 Cross Jurisdictional Agreement

- 17.1 IAFF Local 452 Suppression uniformed members assigned light duty work may perform FMO work at the direction of the Fire Marshal.
- 17.2 Assigned light duty work for IAFF Local 452 Suppression uniformed members shall not result in any reduction of staff covered by this agreement.
- 17.3 Assigned light duty IAFF Local 452 Suppression shall not fill any vacant positions covered by this agreement, even on a temporary basis.
- 17.4 Other work options by non-Guild members may be determined by mutual agreement of the Guild and the City.

Article 18 Conflict of Contract and City Employment Policies

- 18.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City Employment policies and that where it is found that the provisions of such an agreement are in conflict with the City Employment policies that the language of the agreement shall control.
- 18.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Guild and the affected department to reach a mutually agreeable solution.

Article 19 Separability Clause

- 19.1 In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this agreement and all other portions unless dependent upon excised portions shall remain in full force and effect.

Article 20 Past Practice Clause

- 20.1 This Agreement constitutes the entire agreement between the parties, and it supersedes any prior written or oral agreements between the parties. Any past practice whether written or oral, is null and void, unless specifically preserved in this Agreement.

Article 21 Bargaining of Mandatory Subjects

- 21.1 Except as permitted in this Agreement or by applicable law, the City will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The City will notify the Guild of the proposed changes and the Guild may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event the Guild does not request discussions and/or negotiations within fourteen (14) calendar days, the City may implement the changes without further discussions and/or negotiations; provided that the Guild may request an extension of the timeline in this section which will not be unreasonably denied. There may be emergency or mandated conditions that are outside of the City's control requiring immediate implementation, in which case the City will notify the Guild as soon as possible.

Article 22 Appendices and Amendments

- 22.1 All appendices, amendments shall be lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.
- A. The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including, but not limited to, amendment by Memorandum of Understanding or Memorandum of Agreement.

Article 23 Termination and Renewal

- 23.1 This agreement is upon ratification by both parties and shall remain in full force and effect through December 31, 2025.

Dated this _____ day of _____, 2023.

For the Employer

Eric J. Holmes, City Manager

Brennan Blue, Fire Chief

Lisa Takach, Human Resources Director

For the Guild

LeMont Lucas, President

Andrew Jorgenson, Vice President

Shane LaBeck, Secretary-Treasurer

Approved as to form:

Jonathan Young

Attest:

Natasha Ramras, City Clerk

Appendix A

Rates of Pay

2023

Job Class Title	Range Number	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Fire Code Officer	10	MO.	6,317	6,541	6,768	7,008	7,250	7,506	7,766	8,081
		YR.	75,804	78,492	81,216	84,096	87,000	90,072	93,192	96,972
		HR.	36.4442	37.7365	39.0462	40.4308	41.8269	43.3038	44.8038	46.6212
Deputy Fire Marshal 1	12	MO.	6,637	6,871	7,111	7,363	7,617	7,887	8,159	8,490
		YR.	79,644	82,452	85,332	88,356	91,404	94,644	97,908	101,880
		HR.	38.2904	39.6404	41.0250	42.4788	43.9442	45.5019	47.0712	48.9808
Deputy Fire Marshal 2	16	MO.	7,326	7,584	7,849	8,128	8,407	8,705	9,006	9,371
		YR.	87,912	91,008	94,188	97,536	100,884	104,460	108,072	112,452
		HR.	42.2654	43.7538	45.2827	46.8923	48.5019	50.2212	51.9577	54.0635
Lead Deputy Fire Marshal	19	MO.	7,890	8,167	8,452	8,752	9,053	9,374	9,698	10,092
		YR.	94,680	98,004	101,424	105,024	108,636	112,488	116,376	121,104
		HR.	45.5192	47.1173	48.7615	50.4923	52.2288	54.0808	55.9500	58.2231
Fire Protection Engineer	22	MO.	8,496	8,794	9,101	9,425	9,750	10,095	10,444	10,867
		YR.	101,952	105,528	109,212	113,100	117,000	121,140	125,328	130,404
		HR.	49.0154	50.7346	52.5058	54.3750	56.2500	58.2404	60.2538	62.6942

2024

Job Class Title	Range Number	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Fire Code Officer	10	MO.	6,538	6,770	7,005	7,253	7,504	7,769	8,038	8,364
		YR.	78,456	81,240	84,060	87,036	90,048	93,228	96,456	100,368
		HR.	37.7192	39.0577	40.4135	41.8442	43.2923	44.8212	46.3731	48.2538
Deputy Fire Marshal 1	12	MO.	6,869	7,111	7,360	7,621	7,884	8,163	8,445	8,787
		YR.	82,428	85,332	88,320	91,452	94,608	97,956	101,340	105,444
		HR.	39.6288	41.0250	42.4615	43.9673	45.4846	47.0942	48.7212	50.6942
Deputy Fire Marshal 2	16	MO.	7,582	7,849	8,124	8,412	8,701	9,010	9,321	9,699
		YR.	90,984	94,188	97,488	100,944	104,412	108,120	111,852	116,388
		HR.	43.7423	45.2827	46.8692	48.5308	50.1981	51.9808	53.7750	55.9558
Lead Deputy Fire Marshal	19	MO.	8,166	8,453	8,748	9,058	9,370	9,702	10,037	10,445
		YR.	97,992	101,436	104,976	108,696	112,440	116,424	120,444	125,340
		HR.	47.1115	48.7673	50.4692	52.2577	54.0577	55.9731	57.9058	60.2596
Fire Protection Engineer	22	MO.	8,793	9,102	9,420	9,755	10,091	10,448	10,810	11,247
		YR.	105,516	109,224	113,040	117,060	121,092	125,376	129,720	134,964
		HR.	50.7288	52.5115	54.3462	56.2788	58.2173	60.2769	62.3654	64.8865

2025

Job Class Title	Range Number	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Fire Code Officer	10	MO.	6,767	7,007	7,250	7,507	7,767	8,041	8,319	8,657
		YR.	81,204	84,084	87,000	90,084	93,204	96,492	99,828	103,884
		HR.	39.0404	40.4250	41.8269	43.3096	44.8096	46.3904	47.9942	49.9442
Deputy Fire Marshal 1	12	MO.	7,109	7,360	7,618	7,888	8,160	8,449	8,741	9,095
		YR.	85,308	88,320	91,416	94,656	97,920	101,388	104,892	109,140
		HR.	41.0135	42.4615	43.9500	45.5077	47.0769	48.7442	50.4288	52.4712
Deputy Fire Marshal 2	16	MO.	7,847	8,124	8,408	8,706	9,006	9,325	9,647	10,038
		YR.	94,164	97,488	100,896	104,472	108,072	111,900	115,764	120,456
		HR.	45.2712	46.8692	48.5077	50.2269	51.9577	53.7981	55.6558	57.9115
Lead Deputy Fire Marshal	19	MO.	8,452	8,749	9,054	9,375	9,698	10,042	10,388	10,811
		YR.	101,424	104,988	108,648	112,500	116,376	120,504	124,656	129,732
		HR.	48.7615	50.4750	52.2346	54.0865	55.9500	57.9346	59.9308	62.3712
Fire Protection Engineer	22	MO.	9,101	9,421	9,750	10,096	10,444	10,814	11,188	11,641
		YR.	109,212	113,052	117,000	121,152	125,328	129,768	134,256	139,692
		HR.	52.5058	54.3519	56.2500	58.2462	60.2538	62.3885	64.5462	67.1596

Appendix B

Employee Personal Time Off (PTO) Accrual Schedule

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
Based on an 8-hour day						
Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation Hours / Days		Maximum Accumulation Hours/Days	
0 to 2	15	22.5	360	45	528	66
2+ to 5	18.34	27.5	440	55	608	76
5+ to 10	20.34	30.5	488	61	656	82
10 + to 15	22.34	33.5	536	67	704	88
15+ to 20	24.34	36.5	584	73	752	94
20+	26.34	39.5	632	79	800	100

Appendix C

Temporary or Seasonal Workers

“Temporary or seasonal worker” for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Guild. The Employer will not rotate temporaries through the same position.

The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased workload, termination or disabilities of regular full-time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the Employer and the Guild.

The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Guild upon request.

Appendix D

Use of Fire Corps Volunteers

Any training and/or education materials utilized in the Fire Corps Volunteer program shall be pre-approved by the Fire Marshal. Fire Corps Volunteer training, special events and/or other public outreach activities and public education curriculum, shall be under the direct supervision of a Vancouver Fire Department Guild member. Other Fire Corps Volunteer supervisory arrangements may be determined upon mutual agreement between the Guild and the employer.

Any proposals for new activities will be collaboratively discussed between the City and the Guild.

MEMORANDUM OF UNDERSTANDING

CONTRACT IMPLEMENTATION FOR MARKET STUDY& RECLASS OF RESOURCE SERVICE TECHNICIAN

This Memorandum of Understanding ("MOU") is made between the City of Vancouver ("City") and the Vancouver Fire Department Guild ("Guild")

Background:

During the course of bargaining both parties reached a tentative agreement that include the Market Study implementation and the removing the Resource Service Technician from the bargaining unit.

The market adjustment by job classification resulted in more experienced employees earning the same salary or in some cases less than those that were hired after them.

THEREFORE, the City and the Guild reached a mutual agreement to address internal equity with the mark study implementation and how the City will transition the Resource Service Technician to Non-Union schedule.

Whereby the parties agree as follows:

Agreement:

1. This implementation agreement is non-precedent setting and evidence of this agreement cannot be used in any current or future disputes between the parties, including, but not limited to, contract negotiations
2. The City and the Guild agreed in addition to implementing the City Market Study, the following guild members in these classifications will move one (1) additional step in the range.
 - Fire Code Officers with at least 5 years of experience
 - Deputy Fire Marshal 1
 - Deputy Fire Marshal 2
 - Lead Deputy Fire Marshal (this classification was also moved to salary range 19)

This additional step will be retroactive to January 1, 2023 along with the market study implementation.

3. As part of the transition, the City agrees to first provide the employee in the Resource Service Technician position in the Vancouver Fire Department an increase of four and half percent (4.5%) retroactive to January 1, 2023. Effective the first full pay period following council ratification the Resource Service Technician will be reclassified as non-union position.

4. The Resource Service Technician will receive their next merit increase on September 1, 2023 (one year after last step increase) and then move to annual increase schedule on January 1, 2024, with other non-union employees and align with the City's compensation policy and practice.
5. This MOU is pending ratification by City Council and will sunset on December 31, 2025

Date this _____ day of _____, 2023

For the Employer:

For the Guild:

Lisa Takach, Human Resources Director

LeMont Lucas, President

Lisa Brandl, Deputy City Manager

Andrew Jorgenson, Vice-President

Shane LaBeck, Secretary-Treasurer



Staff Report: 024-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Visit Vancouver Washington 2023 Lodging Tax Contract

Key Points

- The City collects a 4% lodging tax on hotel and motel room nights. These funds can be used by municipalities and community organizations and for the purpose of supporting tourism-related events, activities and facilities. Of the 4% collected, 2% goes to pay the debt service on the Convention Center. The remaining half of the funds are available for tourism activities.
- The City's Lodging Tax Advisory Committee, which is required by state regulations to expend the funds, reviewed Visit Vancouver Washington's proposal to provide tourism activities and recommends approval.
- Services from this contract will exceed the City's purchasing \$300,000 threshold.

Strategic Plan Alignment

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors

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

Present Situation

RCW 67.28.180 and 67.28.181 allow municipalities to impose a lodging tax of up to 4% on overnight stays in a lodging establishment such as a hotel, motel, bed and breakfast facility, or campground; and these funds can be used by municipalities and community organizations and for the purpose of supporting tourism-related events, activities, and facilities. Of the 4%, 2% goes to pay the debt service on the Convention Center with the other 2% available for tourism activities. RCW 67.28.1816 and 67.28.1817 require that to expend lodging tax funds, municipalities must appoint a Lodging Tax Advisory Committee comprised of equal numbers of lodging tax generators and potential lodging tax recipients who will make recommendations on proposed expenditures to the City Council.

The Lodging Tax Advisory Committee reviewed Visit Vancouver Washington's proposal to

provide tourism activities and recommends that \$700,000 of Lodging Tax revenue be allocated to Visit Vancouver Washington. Per state regulations, the City Council only may approve awards recommended by the Lodging Tax Advisory Committee and only at the amount recommended unless Council submits its change in the amount to the LTAC for comment.

Advantage(s)

Grant funds will support tourism-related events, activities and facilities that help strengthen Vancouver's appeal to both day and overnight visitors.

As the region's only Destination Marketing Organization, Visit Vancouver Washington is uniquely qualified to provide tourism services to Vancouver. Based on mid-2023 finalization of Vancouver's new Destination Marketing Plan, Visit Vancouver Washington plans to begin work to complete specific actionable recommendations contained within the approved plan.

Disadvantage(s)

None

Budget Impact

The 2023 budget contains the appropriation sufficient to cover the amount of \$700,000 in Lodging Tax funds.

Prior Council Review

None

Action Requested

Adopt a resolution approving the recommendation of the Lodging Tax Advisory Committee and authorizing the City Manager or their designee to execute a professional service agreement for \$700,000 in Lodging Tax grant funds to Visit Vancouver, Washington.

Teresa Brum, Deputy Economic Development Director, 360-487-7949

ATTACHMENTS:

- ▢ Resolution

2/27/2023

RESOLUTION NO. _____

A RESOLUTION relating to the award of lodging tax grant funds to Visit Vancouver Washington for 2023 as recommend by the City Council appointed Lodging Tax Advisory Committee.

WHEREAS, RCW 67.28.180 and 67.28.181 allow municipalities to impose a lodging tax of up to 4% on overnight stays in a lodging establishment such as a hotel, motel, bed and breakfast facility, or campground; and

WHEREAS, funds collected through the lodging tax can be used for the purpose of supporting tourism promotion, including but not limited to events, activities and facilities designed to increase tourism; and

WHEREAS, RCW 67.28.1816 and 67.28.1817 require that in order to expend lodging tax funds, municipalities appoint a Lodging Tax Advisory Committee, comprised of equal numbers of lodging tax generators and potential lodging tax recipients, who will make recommendations on proposed expenditures to the City Council; and

WHEREAS, the City solicited lodging tax grant proposals from interested parties which were reviewed by the Lodging Tax Advisory Committee in order to provide the City Council recommendations on funding to support tourism promotion.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended by the Lodging Tax Advisory Committee in their 2023 Grant Recommendations, \$700,000 to Visit Vancouver Washington for tourism related events, activities and facilities.

Section 2. The City Manager or their designee is hereby authorized to execute on behalf of the city all necessary agreements with the recipients to ensure compliance with the terms of the grant.

ADOPTED at regular session of the Council of the City of Vancouver, on this 27th day of February, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

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

Jonathan Young, City Attorney



Staff Report: 025-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Resolution Approving the Transportation System Plan Big Ideas, Policies and Programs

Key Points

- The City is updating the Transportation System Plan (TSP) with the core Council priorities of advancing safety, equity and climate action as guiding principles.
- In December 2021, the City Council established a chartering process to guide the Transportation System Plan update, including key project milestones at which Council will consider and affirm via resolution final policy directives to be included in the Plan.
- City Council received an update via a workshop on January 9th, 2023 on the TSP 'Big Ideas' that are implemented through the policies, programs, and projects that will make up the bulk of the Plan. The Workshop also included a discussion of modal networks that are not included in this resolution, but will be included in a future one.
- The policies and programs endorsed by this resolution will be largely implemented through existing mechanisms and processes, such as the comprehensive plan update, street standards update, subarea plans, and concurrency ordinances. Some recommended programs are new and will be stood up either through those processes, or as part of various departmental work programs.
- In addition to Council review, the recommended list of policies and programs has undergone significant review and refinement as the result of community engagement activities, Transportation and Mobility Commission work sessions, and many small group discussions of City staff who will implement the recommendations, ensuring the policies and programs accurately reflect community needs and aspirations as well as the mission of each City workgroup, and are feasible with either existing or new resources.

Strategic Plan Alignment

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

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

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

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

Present Situation

The City began updating the Transportation System Plan (TSP) in 2020 and project staff have met with Council on several occasions to present information, review outreach, discuss values and goals, review policies, projects, and programs, and to discuss how the TSP can use its policies, programs, and design standards to advance the Council’s priorities of advancing safety, equity, and climate action.

The TSP Update chartering process dictates that Council affirm the Transportation System Plan Big Ideas, Programs and Policies via resolution.

Big Ideas, Policies and Programs

The ‘Big Ideas’ within the TSP act as an organizing tool to group policies and programs in a way that meets City goals and priorities. They are presented in a non-ranked list as:

- Support Thriving Neighborhoods
- Create Complete Corridors
- Connect People to Transit
- Build Low-Stress Networks
- Make Growth a Benefit for All
- Embrace the Future

Nested within each ‘Big Idea’ are key policies that act either as a single, significant-organizing policy, or as a major policy under which several other supporting policies and programs live. For example, within Thriving Neighborhoods, there is a key policy of creating 15-Minute Neighborhoods. This policy is described as “Make walking and small mobility convenient through mixed-use zoning and investment in complete corridors to serve all travel modes. Foster redevelopment within strategic development nodes to support 15-minute neighborhoods.” While this policy will largely be implemented through zoning and the Comprehensive Plan Update, there are two transportation-focused programs that support creating 15-minute neighborhoods. They include the existing Neighborhood Traffic Calming Program, and a newly proposed Safe Routes to Schools Program.

The attached TSP Policies and Programs table presents each policy and program as it relates to the Big Ideas framework and provides a description and high-level assessment of resource needs, lead implementing workgroup, and key partners.

Community and Stakeholder Feedback

The Transportation System Plan Big Ideas are derived from the goals previously endorsed by the City Council (10/03/22). These are created from feedback from the Transportation and Mobility Commission and values and needs shared by the community

through engagement activities. The goals are Safety, Equity, Climate, Transportation Choice, Regional Connectivity, and Maintain our Assets.

In the Fall of 2022, the TSP project team gathered feedback on the Big Ideas, draft transportation networks, and potential improvements to include in the draft TSP. This round of engagement included an online open house and survey, community roundtables, and in-person events. Key themes from in-person conversations included a concern for growth-related congestion, a desire to prioritize transit within the transportation system, and a desire for more transportation options to move around town. Safety was also a popular topic and described as needing to be a "leading consideration," along with desires for ways to improve existing streetscapes through beautification via artwork, street-trees or other tools. For more details on themes and findings from Round 1 and Round 2 of public engagement, see Attachments "Public Outreach Participation Summary Milestone 1 (April 2022)" and "TSP Public Outreach Participation Summary Milestone 2 (January 2023)".

In addition to public engagement, staff collected feedback on the list of policies and programs from agency partners and area stakeholders. The Big Ideas, policies and programs were vetted and improved by feedback from the TSP Technical Advisory Committee, which includes partners like C-TRAN, RTC, WSDOT, Vancouver and Evergreen Public Schools, Clark County Planning and Public Health staff, Port of Vancouver, Vancouver Police and Fire Departments, as well as representatives from other divisions within the City. In addition, project staff held more than a dozen small group work sessions with staff across the City who will be charged with implementing policies and administering programs to ensure that the recommendations were effective, actionable, and to understand the resources needed to implement them.

Advantage(s)

The policies and programs recommended for the Draft Transportation System Plan represent industry best practices for building a transportation system that is safe, resilient, and equitable for communities that live, work and play in Vancouver. The previous Transportation System Plan was passed in 2004 and since that time many aspects of how we live our lives, plan our trips, and move about our communities has changed.

The recommended policies and programs provide a framework to tackle our many complex and interconnected challenges, from climate change to deficient roadway assets, to the evolving technologies and options for how people move around. The framework organizes the ambitious task of implementing the TSP Vision and goals into more manageable pieces by identifying leading staff groups, partners, and required resources. Approving this resolution will allow the TSP project staff to move forward with identifying specific projects needed to begin implementing the programs and policies.

Disadvantage(s)

Endorsing the policies and programs list will direct staff to implement the Transportation System Plan, within the existing and future funding resources as the City continues to grow.

Budget Impact

Implementation of the full set of recommendations will include future new or expanded programs that will likely require additional funding. The TSP is a twenty-year plan setting priorities and policies. Specific programs and projects will be implemented over the course of that time-horizon spreading the cost. While the resolution approves the general set of policies and programs, the TSP is a living document. Any new resources would have to be determined through the City's budget process, within the constraints on the existing revenues.

Prior Council Review

- August 24, 2020: Received an intro to the TSP Update
- June 14, 2021: Reviewed existing conditions work, discussed council values and the TSP, reviewed public outreach plans
- December 20, 2021: Approved Project Chartering Process
- April 25, 2022: Reviewed Transportation System Plan Goals
- July 18, 2022: Reviewed and discussed the 'Big Ideas', and Draft Policies, Projects and Programs
- September 12, 2022: Reviewed modal networks and draft Project Prioritization Framework
- January 9, 2023: Reviewed Big Ideas, Policies, & Programs and draft Modal Networks.

Action Requested

Approve the resolution confirming the transportation system plan big ideas, policies, and programs.

Kate Drennan, Principal Planner, 360-487-7959

ATTACHMENTS:

- ▢ Council Resolution for Transportation System Plan Big Idea
- ▢ Amended Memo for TSP Policies and Programs (Jan 2023)
- ▢ Workshop Presentation on the Transportation System Plan Update (Jan 2023)
- ▢ TSP Public Outreach Participation Summary - Milestone 2 (Jan 2023)
- ▢ Public Outreach Participation Summary Presentation (April 2022)
- ▢ Resolution TSP Chartering Process (Dec 2021)
- ▢ Memo TSP Chartering Process (Dec 2021)

02/27/23

RESOLUTION NO. _____

A RESOLUTION approving the Transportation System Plan (TSP) framework of “Big Ideas” and its supporting policies and programs for inclusion in the Transportation System Plan Update.

WHEREAS, the TSP framework of “Big Ideas” are: support thriving neighborhoods; create complete corridors; connect people to transit; build low-stress networks; make growth a benefit for all; and embrace the future. The policies, programs and projects in this framework support the objectives and outcomes organized within these “Big Ideas”; and

WHEREAS, the “Big Ideas” and their supporting policies, programs and projects were formed in collaboration by the Project Team and the Project Technical Advisory Committee, a group assembled of regional and local transportation experts from Clark County Transportation and Public Health, C-TRAN, RTC, WSDOT, Vancouver and Evergreen Public School Districts, Service Providers including Fire and Police Departments, and the Port of Vancouver; and

WHEREAS, the Project Team convened affected staff across departments within the City of Vancouver to refine the policies, programs, and projects that support the implementation of the strategies organized within the “Big Ideas” of the TSP; and

WHEREAS, the Project Team also sought feedback from the Transportation and Mobility Commission on the “Big Ideas” framework during regular meetings of the Commission on July 5, 2022, and September 6, 2022; and

WHEREAS, the policies, programs and projects identified in the TSP advance the City of Vancouver's commitment to meet Washington's Statewide Transportation Goals as defined in the Washington State Transportation Commission's "Washington Transportation Plan: 2040 and Beyond," based on the Legislature's six statewide goals established in RCW 47.04.280 of: Economic Vitality; Preservation; Safety; Mobility; Environment and Health; and Stewardship; and

WHEREAS, the City adopted its Climate Action Framework in 2022 as a blueprint to reduce greenhouse gas emissions and build resiliency to climate change impacts. The framework supports a just and equitable transition to community-wide carbon neutrality by 2040, of which transportation emissions are the largest current contributor, and it focuses on supporting low-income residents and communities of color that are most affected by those impacts; and

WHEREAS, Goal 1 of the City of Vancouver's 2016-2021 Strategic Plan is to "[e]nsure our built environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest" and includes the following Objective 1.1: "Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations"; and

WHEREAS, in 2017, the City adopted a Complete Streets Policy with the vision and intent of providing safe, accessible streets for all users, ages and abilities, regardless of their preferred mode of travel, and Complete Streets investment will continue to make non-vehicular trips easier, safer and more comfortable for community members; and

WHEREAS, the City Council identified safety, equity and climate action as guiding priorities in developing the 2023-24 biennial budget and when setting goals for the update to the City's Transportation System Plan; and

WHEREAS, the Project Team conducted ongoing community engagement and held two online open houses, in October 2020-May 2021 and in September 2022-November 2022, and

RESOLUTION - 2

hosted three online community surveys: 1) the first asked how the community uses the transportation network and received five hundred seventeen (517) responses; 2) the second asked community members to prioritize the Transportation Values they viewed as most important and received one hundred ninety-three (193) responses; and 3) the third survey collected community input on the “Big Ideas” framework and drafts of the modal networks, with forty-two (42) surveys completed; and

WHEREAS, the Project Team held seven community roundtables between May 2021 and December 2022 with members of BIPOC, disabled, and low-income communities, led three focus groups, and attended numerous community meetings with involved stakeholders, including neighborhood associations, local schools, Action for Climate Emergency, Fourth Plain Forward, and Neighborhood Traffic Safety Alliance to better understand community concerns; and

WHEREAS, the Project Team heard support from the community related to improving the ease of use, safety, and connectivity of the mobility network for pedestrians, cyclists, and others using small mobility devices, and heard themes around investment in transit, transportation alternatives, and safety; and

WHEREAS, community members across all feedback channels identified the following top five most important Transportation Values that should inform the Transportation System Plan: safe, earth-friendly, reliable travel times, regional connectivity, and affordable; and

WHEREAS, the City Council has identified a process to review and endorse Transportation System Plan Update project milestones at inflection points that include a review of the planning process, community engagement, implementation, project, and program development.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Council hereby adopts the “Big Ideas” framework and associated supportive policies and programs as documented in the memorandum updated January 28, 2023 attached hereto and incorporated herein by reference for inclusion in the Draft Transportation System Plan.

Section 2. The Project Team shall continue to provide clear, transparent communication with the public, and an inclusive outreach process that focuses on involving historically excluded and underserved community members, as well as residents, businesses, neighborhood associations, community organizations, agency partners, the Transportation and Mobility Commission, and other stakeholders.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 27th day of February, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

DATE: December 22, 2022; Updated January 28, 2023

TO: City Council

CC: Eric Holmes, City Manager, City Manager's Office

FROM: Kate Drennan, Transportation Planning, Community Development Department
Tom Brennan, Nelson\Nygaard Consulting
Stephanie Wright, Nelson\Nygaard Consulting

RE: **VANCOUVER TSP POLICIES AND PROGRAMS**

Introduction

The heart of the Transportation System Plan (TSP) is a set of policies, programs, and capital projects that implement Vancouver's transportation vision. Capital projects will emerge from the modal networks (walking/rolling and small mobility in particular) and will be drafted in early 2023. The focus of this memo is on the policies and programs.

The TSP will adopt a set of policies and programs that will be implemented through the comprehensive plan update, street standards update, subarea plans, concurrency, and TIF, for example. The goal is to both introduce new policies and programs and deliver them within mechanisms and processes that are already in place. Each modal element below includes policies, programs, and an approach to network development (where applicable).

POLICIES AND PROGRAMS

GOALS & BIG IDEAS

The Big Ideas within the TSP act as an organizing tool to group policies and programs in a way that meets City goals and priorities. The following tables present key policies related to each big idea. Nested under each key policy are additional policies and programs that support implementation through a variety City controlled mechanisms (e.g. development code, project prioritization, data collection and analysis, etc).

Figure 1 Goals



Figure 2 Big Ideas



Big Idea: Support Thriving Neighborhoods

Support multiple convenient transportation options and connections in all of Vancouver's neighborhoods.

Figure 3 Thriving Neighborhoods Policies and Programs

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
Thriving Neighborhoods	TN 1	Key Policy ★	15-Minute Neighborhoods	Make walking and small mobility convenient through mixed-use zoning and investment in complete corridors to serve all travel modes. Foster redevelopment within strategic development nodes to support 15-minute neighborhoods.	Dedicated staff time	Comprehensive Planning: Long-Range Planning	- Comprehensive Planning: Transportation - Land Use and Transportation Development Review
Thriving Neighborhoods	TN 1.1	Program	Neighborhood Traffic Calming	Expand Neighborhood Traffic Calming program with additional funding to make streets feel safer for walking and small mobility.	- Dedicated staff time - Additional funding	Public Works: Community Relations, Streets & Transportation	- Neighborhood Traffic Safety Alliance - Neighborhood Associations
Thriving Neighborhoods	TN 1.2	Program	Safe Routes to School	Develop a Vancouver Safe Routes to School (SRTS) program that enables and encourages students and families to use active and shared transportation when getting to and from school. The city will work with schools to understand student travel patterns, identify barriers to safe walking, biking and rolling, and take action to address those challenges.	- Dedicated staff time - Promotional materials - Funding for improvements	Comprehensive Planning: Transportation	- Evergreen & Vancouver School Districts - Schools and after-school programs - Public Works: Streets & Transportation - Health professionals
Thriving Neighborhoods	TN 2	Key Policy ★	Climate Corridors	Develop climate corridors to mitigate climate impacts through greener streets, street tree canopies, natural plantings for stormwater management, linear parks, and other climate resilient techniques. Use city-owned right-of-way to create a network of corridors that support climate adaptation and safe and	- Dedicated staff time - Funding for improvements	Comprehensive Planning: Long-Range Planning, Transportation	- Public Works: Streets & Transportation, Urban Forestry, Surface Water Engineering - City Manager's Office: Climate Action Framework Coordination

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
				healthy mobility as climate change occurs.			▪ Parks, Recreation & Cultural Services ▪ Community-based organizations ▪ Schools ▪ Public health organizations
Thriving Neighborhoods	TN 2.1	Policy	Natural Resources	Use green materials and practices when carrying out maintenance functions (asphalt alternatives, reducing pesticide usage, etc.). Incorporate naturescaping where feasible in new projects.	▪ Additional maintenance staff if more labor-intensive practices are adopted	▪ Public Works: Streets & Transportation, Surface Water Engineering, Operations & Maintenance	
Thriving Neighborhoods	TN 2.2	Program	Street Trees	Increase street tree canopy in partnership Urban Forestry and Parks, targeting high equity index areas first	▪ Funding for improvements ▪ Maintenance	▪ Public Works: Streets & Transportation, Urban Forestry	▪ Parks, Recreation & Cultural Services
Thriving Neighborhoods	TN 2.3	Program	Stormwater Management	Adopt a palette of low-impact design stormwater treatment tools that can be integrated into maintenance and capital projects. Evaluate cost and maintenance and build into project estimates.	▪ Dedicated staff time (additional maintenance staff needed to maintain swales and other retention projects)	▪ Public Works: Surface Water Engineering	▪ Public Works: Operations & Maintenance
Thriving Neighborhoods	TN 3	Key Policy ★	Community Streets	Develop guidance and encouragement for community use of the right-of-way, including plazas, parklets, “streateries”, open streets events, public art, and demonstration projects.	▪ Dedicated staff time ▪ Funding for improvements	▪ Comprehensive Planning: Transportation ▪ Public Works: Streets & Transportation	▪ Neighborhood and business associations
Thriving Neighborhoods	TN 3.1	Program	Open Streets	Publicize permit program for resident use of streets (block parties). Work with community partners to develop a series of annual events that close down neighborhood thoroughfares to vehicle traffic for community use.	▪ Dedicated staff time ▪ Promotional materials	▪ Community Development: Development Review, Comprehensive Planning	▪ Community-based organizations ▪ Neighborhood and business associations

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
						Public Works: Streets & Transportation	
Thriving Neighborhoods	TN 3.2	Program	Street Art	Create a community grant program to allow murals, etc., on streets and develop a palette of materials for use in the program that meet safety requirements.	- Potential seed money for financial assistance of materials purchased for qualified groups (equity-focused) - Potential funds for maintenance	- Comprehensive Planning: Transportation - Parks, Recreation & Cultural Services - Public Works: Streets & Transportation	- Public Works: Operations & Maintenance - Neighborhood and business associations - Community-based organizations

Big Idea: Create Complete Corridors

Create complete corridors that connect growth areas, support business, serve transit, and increase safety for all modes.

Figure 4 Complete Corridors Policies and Programs

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
Complete Corridors	CC 1	Key Policy ★	Complete Corridors	Create complete corridors throughout the city that connect growth areas, support business, serve transit, and increase safety. Corridors connect destinations and include identifying parallel options.	- Dedicated staff time - Funding for improvements	- Comprehensive Planning: Transportation - Public Works: Streets & Transportation	
Complete Corridors	CC 1.1	Policy	Street Typologies	Identify a network of street typologies and associated design elements for application in capital, maintenance, development, and planning projects. Align with functional classification/comprehensive plan designations.	Dedicated staff time	- Comprehensive Planning: Transportation - Public Works: Streets & Transportation	
Complete Corridors	CC 1.2	Policy	Functional Classification Update	Update functional classifications. Reduce classifications on certain streets to provide design standard	Dedicated staff time	Comprehensive Planning: Transportation	Public Works: Streets & Transportation

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
				flexibility (e.g. reducing speed limits, reducing design vehicle).			
Complete Corridors	CC 1.3	Policy	Freight Classifications	Develop a Freight Network classification that designates where freight movements are expected and planned to occur. Freight corridors within city limits should be in alignment with state and nationally recognized freight corridors.	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation	▪ Public Works: Street & Transportation
Complete Corridors	CC 1.4	Program	Critical Network Gaps	Identify critical network gaps for walking (including access to bus stops) and small mobility. Update bi-annually and use as a factor in TIP project prioritization.	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation	▪ Public Works: Streets & Transportation, Asset Management
Complete Corridors	CC 2	Key Policy ★	People-Based Metrics	Plan, design, and evaluate projects and developments using people-focused metrics that prioritize person through-put, safety and comfort. Use the metrics to evaluate facility performance and post-project evaluations.	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation ▪ Public Works: Streets & Transportation	
Complete Corridors	CC 2.1	Policy	Traffic Impact Analysis	Update traffic impact procedures for capital and development projects to include urban trip generation rates, reduced auto demand along Enhanced Transit Corridors, 2 nd highest peak hour, and TDM mitigations.	▪ Dedicated staff time	▪ Public Works: Streets & Transportation	▪ Land Use and Transportation Development Review
Complete Corridors	CC 2.2	Policy	Multimodal Concurrency Standards	Update concurrency requirements to ensure that developments and capital projects consider multimodal impacts and contribute to mode shift.	▪ Dedicated staff time ▪ Funding for improvements	▪ Comprehensive Planning: Transportation ▪ Public Works: Streets & Transportation	
Complete Corridors	CC 2.3	Program	TIP Prioritization	Program projects into the TIP with a set of criteria based on equity, safety, climate, and transportation choice.	▪ Dedicated staff time	▪ Comprehensive Planning: Long- Range	

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
				Elevate projects that are in high equity index areas, serve transit stops, are near a school, are an identified critical walking or bicycling gap, or are along a high-crash corridor.		Planning, Transportation ▪ Public Works: Streets & Transportation	
Complete Corridors	CC 2.4	Program	Paving List	Prioritize corridors for repaving based on equity, transit use, and pavement condition.	▪ Dedicated staff time	▪ Public Works: Streets & Transportation	
Complete Corridors	CC 3	Key Policy ★	Street Standards	Adopt street standards that create comfortable, inviting multimodal streets. Integrate the latest best practices from NACTO, WSDOT, AASHTO, and MUTCD in terms of facility selection and design, traffic control, and signage and striping. Adopt into standard plans referenced in VMC Title 11.	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation ▪ Public Works: Streets & Transportation	
Complete Corridors	CC 3.1	Policy	Multimodal Access Through Street Connectivity	Adopt connectivity standards to improve pedestrian and small mobility safety and accessibility. Apply standards to development, capital, maintenance, and planning projects including maximum block length, unconnected streets, cul-de-sac connections, linkages between land uses, and multiple access points	▪ Dedicated staff time (Added capacity in grounds maintenance division to help maintain connector paths)	▪ Community Development: Development Review ▪ Comprehensive Planning: Transportation ▪ Public Works: Streets & Transportation	▪ Parks, Recreation & Cultural Services ▪ Neighborhood associations ▪ Homeowner associations
Complete Corridors	CC 3.2	Policy	Pedestrian Crossing Policy	Update pedestrian crossing policy. Make crossings plentiful, convenient, and safe. Establish maximum spacing between crossings, crossing protection needed based on street characteristics, and crossing design.	▪ Dedicated staff time ▪ Funding for improvements	▪ Comprehensive Planning: Transportation ▪ Public Works: Streets & Transportation	
Complete Corridors	CC 3.3	Policy	Access Management	Update access management standards to require longer spacing between driveways serving the same destination or shared parking lots.	▪ Dedicated staff time (design)	▪ Land Use and Transportation Development Review	

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
				Increase corner clearance distance. Allow one driveway to service multiple frontages.	Funding for improvements		
Complete Corridors	CC 4	Key Policy 	Vision Zero	Adopt a Vision Zero policy committing to end traffic fatalities and serious injuries on Vancouver streets by 2040. This policy would be a resolution to address the intersecting factors that lead to fatal crashes, such as unsafe behavior, alcohol and drug impairment, street design, and traffic speeds.	Dedicated staff time	- Comprehensive Planning: Transportation - Public Works: Streets & Transportation	- Roadway jurisdictions - Policymakers - School districts - Health professionals - Law enforcement - Community-based organizations
Complete Corridors	CC 4.1	Policy	Lower Posted Speeds	Create speed-setting metrics that consider safety and traffic analysis and apply to facilities with a high number of crashes where speed is a contributing factor.	- Design, signage, and materials - Dedicated staff time	Public Works: Streets & Transportation	
Complete Corridors	CC 4.2	Program	Citywide Safety Program	Develop a citywide safety program with dedicated funding and a set of tools and programs to proactively address safety.	- Funding - Dedicated staff time	- Comprehensive Planning: Transportation - Public Works: Streets & Transportation	- Roadway jurisdictions - Policymakers - School Districts - Health professionals - Law enforcement
Complete Corridors	CC 4.3	Program	High-Crash Corridors	Create a process for regular updates to the Local Roads Safety Plan by analyzing existing collision data to identify the city's "high-crash corridors." Regularly update the online dashboard of the high-crash roads and apply the city's equity index to determine where historically marginalized communities are at greater risk of death and injury while traveling in their neighborhood. Use this information to prioritize	Dedicated staff time (traffic engineering technician)	- Comprehensive Planning: Transportation - Public Works: Streets & Transportation	- Vision Zero working group - Roadway jurisdictions - Policymakers - School districts - Law enforcement

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
				investments, outreach and education to improve safety and reach our Vision Zero goals.			
Complete Corridors	CC 4.4	Program	Street User Education	Develop a suite of programs (geared toward all travel modes) that focus on the safe use of the transportation network. This could include a wide variety of communications, safety demonstrations, and presentations at schools and public events.	▪ Dedicated staff time ▪ Funds to contract with other organizations	▪ Comprehensive Planning: Transportation	▪ Local organizations or advocacy groups ▪ Neighborhood associations ▪ School districts ▪ Schools ▪ Washington Traffic Safety Commission ▪ Vancouver Police Department
Complete Corridors	CC 4.5	Program	Automated Enforcement	Enable automated enforcement. Pilot along high-crash corridors and engage the community in evaluation of the pilot program.	▪ Technology purchase ▪ Dedicated staff to review camera tickets	▪ Public Works: Streets & Transportation ▪ Vancouver Police Department	
Complete Corridors	CC 4.6	Program	Pedestrian-Scale Lighting	Identify priority locations for pedestrian-scale lighting to increase safety, visibility, and comfort. Create maps of locations and program to fund installation. Adopt low-spectrum LEDs pointing downward in neighborhoods to reduce light pollution.	▪ Dedicated staff time ▪ Funding for improvements	▪ Public Works: Streets & Transportation	
Complete Corridors	CC 4.7	Program	Quick-Build Response	Identify locations (crossings, travel lanes, etc.) where interim safety improvements could more quickly address crash factors and concerns of residents. Develop program process and provide guidance for City-led "Quick Build" projects in ROW.	▪ Dedicated staff time (for both design and implementation) ▪ Funding for improvements ▪ Materials (paint, bollards, etc.)	▪ Public Works: Streets & Transportation	▪ Comprehensive Planning: Transportation

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
Complete Corridors	CC 5	Key Policy ★	Project Delivery	Deliver maintenance, capital, and development projects in an effective, efficient manner with clear and transparent communication to the community.	▪ Dedicated staff time	▪ Public Works: Streets & Transportation ▪ Comprehensive Planning: Transportation	
Complete Corridors	CC 5.1	Program	Project Managers	Develop a set of project managers who can take in-house or consultant projects from planning through construction, working across CDD and PW.	▪ Dedicated staff time	▪ Public Works: Streets & Transportation ▪ Comprehensive Planning: Transportation	
Complete Corridors	CC 5.2	Program	Communications	Deliver information about transportation projects using community organizers with long-standing relationships with the community and with accessible information.	▪ Dedicated staff time ▪ Compensation for community partners	▪ Communications: Community Engagement & Neighborhoods	▪ Community-based organizations
Complete Corridors	CC 5.3	Program	Anti-Displacement	Integrate Reside Vancouver and the City's Equitable Development Framework into transportation projects.	▪ Funding for programs	▪ Comprehensive Planning ▪ Economic Prosperity & Housing	▪ Chief Marketing Office: Diversity, Equity & Inclusion Team ▪ Community-based organizations ▪ Affordable housing partners ▪ Renters

Big Idea: Connect People to Transit

Support transit use with stop access improvements, partnering with C-TRAN on bus speed and reliability, and transit-supportive land use strategies.

Figure 5 Connect to Transit Policies and Programs

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
Connect to Transit	T 1	Key Policy ★	Access to Transit	Prioritize sidewalk and crosswalk gaps adjacent to transit stops, particularly along equity routes, and identify first/last mile barriers to major transit stops to address on an ongoing basis.	▪ Dedicated staff time ▪ Funding for improvements	▪ Public Works: Streets & Transportation	▪ Clark County Public Transit Benefit Area Authority (C-TRAN) ▪ Community-based organizations ▪ Transportation advocates ▪ Mobility service providers ▪ Comprehensive Planning: Transportation ▪ Washington State School for the Blind
Connect to Transit	T 2	Key Policy ★	Enhanced Transit Corridors	In coordination with C-TRAN, build a network of Enhanced Transit Corridors where higher level of transit service (frequency, hours of operation, stop amenities) are desired based on existing and future density and equity.	▪ Dedicated staff time	▪ Public Works Streets & Transportation ▪ Comprehensive Planning: Transportation ▪ C-TRAN	
Connect to Transit	T 2.1	Policy	Network of The Vine	Actively partner with C-TRAN to continue the planning and implementation of Vine corridors.	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation	▪ C-TRAN
Connect to Transit	T 2.2	Policy	Speed and Reliability Designs	Identify a list of locations along Enhanced Transit Corridors where speed and reliability treatments such as signal priority, queue jumps, or bus lanes are needed to reduce delay to bus riders. Incorporate treatments into paving, complete streets and signal upgrade projects.	▪ Dedicated staff time ▪ Funding for improvements	▪ Public Works: Transportation, Traffic Engineering	▪ C-TRAN

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
				As a standard practice, install TSP on new signals along transit routes.			
Connect to Transit	T 2.3	Policy	Equity Corridors	Designate transit equity corridors based on high equity index locations and residential areas with high reliance on transit. Use as a criterion in project prioritization.	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation	▪ C-TRAN
Connect to Transit	T 3	Key Policy ★	Transit and Land Use	Support transit through compact land uses and policies that incentivize transit use.	▪ Dedicated staff time	▪ Comprehensive Planning: Long-Range Planning	▪ Community Development: Development Review
Connect to Transit	T 3.1	Policy	Transit Overlay District	Update Transit Overlay District code and extend it along Enhanced Transit Corridors. This designation allows for reduced parking.	▪ Dedicated staff time	▪ Comprehensive Planning: Long-Range Planning, Transportation	▪ Community Development: Development Review ▪ C-TRAN
Connect to Transit	T 4	Key Policy ★	Microtransit	Integrate shared and emerging mobility technology and tools with C-TRAN microtransit zones to provide a suite of mobility options, especially in lower-density areas without high-frequency transit	▪ Dedicated staff time ▪ Updated technologies	▪ Comprehensive Planning: Transportation	▪ C-TRAN

Big Idea: Build Low-Stress Networks

Provide a low-stress bicycling and walking experience on key corridors that connects Vancouver's neighborhoods and destinations.

Figure 6 Low-Stress Policies and Programs

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
Low-Stress	LS 1	Key Policy ★	Low-Stress Mobility Network	Adopt a city-wide low-stress long-term mobility network that prioritizes safety and comfort for people of all ages. This network is a subset of the	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation	▪ Vision Zero working group ▪ Roadway jurisdictions

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
				city's larger mobility network consisting of lower-stress facilities such as neighborhood greenways and shared-use paths. The density target for low-stress facilities is every half-mile.			▪ Policymakers ▪ School districts ▪ Public Works: Streets & Transportation ▪ Parks, Recreation & Cultural Services
Low-Stress	LS 2	Key Policy ★	Pedestrian Priority Streets	Adopt a network of Pedestrian Priority streets where safety and comfort for people walking is prioritized. Assign categories (primary, secondary) based on the roadway classification, level of demand, and existing and planned land uses, and use these categories to recommend desired facilities and amenities (shade, lighting, seating, etc.).	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation	▪ Public Works: Streets & Transportation
Low-Stress	LS 3	Key Policy ★	Active Transportation Navigation	Support walking and small mobility by making it easy and intuitive to navigate the city and find destinations.	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation	▪ Public Works: Streets & Transportation
Low-Stress	LS 3.1	Policy	Maintenance Protection	Update street standards and maintenance and protection of traffic standards to require provision of walking access during construction and bicycling access if construction impedes a mobility lane.	▪ Dedicated staff time	▪ Public Works: Streets & Transportation	
Low-Stress	LS 3.2	Program	Wayfinding	Establish a citywide wayfinding system for people walking or using small mobility that connects low-stress networks and pedestrian priority corridors to essential places. The system should be designed so that it includes distances in minutes for walking and biking and should be	▪ Dedicated staff time ▪ Funding for improvements	▪ Comprehensive Planning: Transportation	▪ Public Works: Streets & Transportation

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
				flexible enough to be updated as new projects are completed.			
Low-Stress	LS 3.3	Program	Bicycle/Small Mobility Parking	Make the end-of-trip easy and convenient by providing plentiful and secure small mobility parking at retail, transit, schools, and other destinations.	▪ Dedicated staff time ▪ Funding for improvements	▪ Comprehensive Planning: Transportation	▪ Public Works Streets & Transportation
Low-Stress	LS 4	Key Policy ★	Small Mobility and Walking Programming	Complement infrastructure with robust programming that encourages and educates people about the benefits of walking and small mobility.	▪ Dedicated staff time ▪ Funds to contract with other organizations ▪ Promotional materials	▪ Comprehensive Planning: Transportation	▪ Community-based organizations ▪ Advocacy groups ▪ Neighborhood and business associations ▪ School districts ▪ Public health organizations and service providers
Low-Stress	LS 4.1	Program	Active Transportation Staffing	Increase the number of staff devoted to active transportation to deliver a robust active transportation program for a city the size of Vancouver.	▪ Additional staff and/or dedicated staff time ▪ Promotional materials	▪ Comprehensive Planning: Transportation	
Low-Stress	LS 4.2	Program	E-bike Rebate Program	Explore the creation of an E-bike rebate program focused on increasing access to E-bikes for individuals in low- and moderate-income households.	▪ Dedicated staff time ▪ Funding for rebates	▪ Comprehensive Planning: Transportation	
Low-Stress	LS 4.3	Program	Small Mobility Events	Host ongoing events focused on small mobility, such as group rides, rodeos, demonstrations of how to put your bike on the bus, safety ride scooters and other devices, etc.	▪ Dedicated staff time ▪ Funding for event costs & promotional materials	▪ Comprehensive Planning: Transportation	▪ Community-based organizations ▪ C-TRAN ▪ School districts ▪ Parks, Recreation & Cultural Services

Big Idea: Make Growth a Benefit for All

Manage growth and development to support multiple transportation options and advance climate goals.

Figure 7 Growth Policies and Programs

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
Growth	G 1	Key Policy ★	Development Review	Work with development community to establish a shared set of requirements and expectations for how development can support transportation.	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation ▪ Land Use and Transportation Development Review	▪ Development community
Growth	G 1.1	Policy	Transportation Impact Fees	Allow TIF to be used to fund multimodal improvements	▪ Dedicated staff time	▪ Public Works: Streets & Transportation ▪ Comprehensive Planning: Transportation	
Growth	G 1.2	Policy	Frontage Requirements	Extend frontage improvements off the site of the development when there is a rational nexus between that development and impacts to the transportation network.	▪ Dedicated staff time	▪ Public Works: Streets & Transportation	▪ City Legal and General Services
Growth	G 3	Key Policy ★	Citywide Parking Policy & Code	Update parking code and policies to right-size the amount of parking developed with future growth and create safe streets, compact urban form, and encourage non-driving forms of transportation.	▪ Dedicated staff time	▪ Comprehensive Planning: Long-Range, Transportation ▪ Community Development: Development Review ▪ Economic Prosperity & Housing: Parking	▪ Development community
Growth	G 3.1	Policy	Parking Requirements	Reduce parking minimums in the development code and development agreements, particularly in parking reform areas where transit use, walking, and small mobility are a	▪ Dedicated staff time	▪ Comprehensive Planning: Long-Range, Transportation ▪ Community Development: Development Review	▪ Development community

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
				priority. This maximizes active uses and creates inviting places.		Economic Prosperity & Housing: Parking	
Growth	G 3.2	Policy	Parking Design Guidance	Update off-street surface lot and parking garage design standards to require landscaping and walkways.	Dedicated staff time	- Development Review - Economic Prosperity & Housing: Parking	Development community
Growth	G 3.3	Policy	Parking Capacity	Allow for shared parking as of right and provide additional reductions in parking requirements to incentivize shared parking agreements. This maximizes the use of existing resources and reduces the need for more parking.	Dedicated staff time	- Community Development: Development Review - Economic Prosperity & Housing: Parking	Business organizations
Growth	G 4	Key Policy ★	Parking Management	Effectively manage on and off-street parking resources through adoption of policies, systems, and tools throughout the city.	- Dedicated staff time - Promotional materials and signage - Updated technologies	Economic Prosperity & Housing: Parking	
Growth	G 4.1	Policy	Parking Operations	Operate the parking system efficiently. Adopt metrics for evaluating parking performance compared to city goals and use pricing and other tools to influence behavior.	- Dedicated staff time - New software and technology	Economic Prosperity & Housing: Parking	
Growth	G 4.2	Program	Parking Experience	Make parking highly legible and easy to understand from the user perspective. Use technology, information, wayfinding, and other strategies so people can easily find parking.	New software and technology to enable vehicle detection and parking availability	Economic Prosperity & Housing: Parking	Public Works: Streets & Transportation
Growth	G 4.3	Program	Residential Parking	Create a residential parking program (RPP) to minimize parking spillover and support parking access for residents and their guests in high parking demand areas.	- Dedicated staff/ or staff time - Funding for implementation materials (signs,	Economic Prosperity & Housing: Parking	

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
					educational materials) ▪ Additional parking enforcement staff to monitor		
Growth	G 5	Key Policy ★	Downtown Parking	For those who drive downtown, create a user-friendly, well-managed, and right-sized “park once” environment where people can walk between destinations without moving their car.	▪ Promotional materials ▪ Wayfinding and signage ▪ Dedicated staff time	▪ Economic Prosperity & Housing: Parking	
Growth	G 5.1	Policy	Downtown Parking Strategies	Adopt and implement recommendations of 2022-23 Downtown Parking Plan Update (underway), focused on six Strategy Areas: Policy, Alternative Modes, Operations, Administration of the Parking System, Communications and Awareness, and New Capacity.	▪ Wayfinding and signage ▪ New software and technology ▪ Dedicated staff time	▪ Economic Prosperity & Housing: Parking	
Growth	G 5.2	Program	Downtown Circulator	Work with C-TRAN to develop a concept for a downtown circulator between major destinations.	▪ Transit vehicles ▪ Transit operators	▪ Comprehensive Planning: Transportation	▪ C-TRAN
Growth	G 6	Key Policy ★	Transportation Demand Management (TDM)	Require transportation demand management to reduce drive-alone trips, offer all travelers more mobility choices, and incentivize behavior change to more walking, biking, carpooling, and transit trips.	▪ Dedicated staff time ▪ Promotional materials and signage	▪ Community Development: Development Review ▪ Comprehensive Planning: Long-Range and Transportation Planning	
Growth	G 6.1	Policy	TDM in Capital Projects	Require a project-specific trip reduction target and TDM program in capital projects. Tier trip reduction requirements based on a combination of land use, zone, and project size/traffic impact.	▪ Dedicated staff time ▪ Technology ▪ Funds to contract with other organizations	▪ Community Development: Development Review ▪ Comprehensive Planning: Long-Range and Transportation Planning	▪ Development community

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
Growth	G 6.2	Program	Commute Trip Reduction (CTR) Refresh and Expansion	The CTR program helps the city reduce drive-alone trips through employer-supported programs. A refresh and expansion of the CTR program will improve effectiveness of the program and respond to new travel patterns post COVID-19.	▪ Dedicated staff time ▪ Promotional materials	▪ Comprehensive Planning: Transportation	▪ Employers and local businesses ▪ Get There Southwest WA ▪ C-TRAN ▪ WA State Department of Transportation Commute Trip Reduction Program

Big Idea: Embrace the Future

Prepare for future mobility and data needs.

Figure 8 Future Policies and Programs

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
Future	F 1	Key Policy ★	Data Collection and Monitoring	Use data to track travel pattern changes over time.	▪ Technology ▪ Data products and services	▪ Comprehensive Planning: Transportation ▪ Public Works: Streets & Transportation	▪ Information Technology
Future	F 1.1	Program	Active Transportation Counts	Install small mobility and pedestrian counters at key locations throughout the city and along corridors before and after complete corridor projects.	▪ Technology	▪ Comprehensive Planning: Transportation ▪ Public Works: Streets & Transportation	
Future	F 1.2	Program	Location-Based Services	Determine a vendor for purchase of travel pattern data to be used in project planning, design, and evaluation in concert with RTC.	▪ Purchase of data products and services	▪ Comprehensive Planning: Transportation	▪ Southwest WA Regional Transportation Council

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
Future	F 1.3	Program	Online System Dashboard	Develop a public-facing dashboard of key transportation metrics to share with the community.	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation ▪ Public Works: Streets & Transportation, Asset Management	▪ Information Technology
Future	F 2	Key Policy ★	Climate Impacts	Adopt policies that will help meet the city's goal of zero carbon emissions by 2040.	▪ Dedicated staff time	▪ Comprehensive Planning: Long-Range and Transportation Planning ▪ City Manager's Office Climate Action Framework	
Future	F 2.1	Policy	Mode Targets	Adopt mode targets and track annually. Set targets to a level that will drastically reduce drive-alone trips.	▪ Dedicated staff time	▪ Comprehensive Planning: Long-Range and Transportation Planning	
Future	F 2.2	Policy	Congestion Pricing	Explore policy implications of demand-based charging along the city's key corridors to influence behavior.	▪ Dedicated staff time ▪ Professional services	▪ Comprehensive Planning: Long-Range and Transportation Planning	▪ Southwest WA Regional Transportation Council ▪ Public Works: Streets & Transportation ▪ Vancouver Police Department
Future	F 2.3	Policy	Vehicle Miles Traveled Reduction	Adopt Vehicle Miles Traveled as a key metric in the planning, design, and evaluation of projects, with the goal of reducing VMT.	▪ Dedicated staff time	▪ Comprehensive Planning: Long-Range and Transportation Planning ▪ City Manager's Office Climate Action Framework	
Future	F 3	Key Policy ★	Technology for System Management	Embrace technology as a way of managing the transportation system without expanding capacity	▪ Dedicated staff time	▪ Comprehensive Planning: Transportation	▪ Public Works: Streets & Transportation

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
					Updated technologies		Southwest WA Regional Transportation Council
Future	F 3.1	Program	Signal Modernization	Continue program to modernize signals, prioritizing Enhanced Transit Corridors, including accessible pedestrian signals, bicycle signals (if applicable), truck detection, Leading Pedestrian Intervals, and TSP on transit corridors.	- Dedicated staff time - Technology - Funding for improvements	Public Works: Streets & Transportation	- C-TRAN - Southwest WA Regional Transportation Council
Future	F 3.2	Program	Green Wave	Coordinate signals along the city's key corridors and freight routes to create a green wave. Signal timing is used to achieve steady progression and control driver speeds. Install truck detection.	- Dedicated staff time - Technology - Funding for improvements	Public Works: Streets & Transportation	
Future	F 4	Key Policy ★	Electric / Autonomous Vehicles	Set city policy around EV / AV usage and role in achieving climate goals.	Dedicated staff time	- Comprehensive Planning: Long-Range and Transportation Planning - City Manager's Office Climate Action Framework	Economic Prosperity & Housing: Parking
Future	F 4.1	Project	City Fleet	Convert city fleet vehicles at the time of replacement to zero-emission vehicles (ZEVs) whenever applicable and feasible and look for options to switch to lower-carbon fuels where possible.	New vehicles	- Public Works: Operations & Maintenance - City Manager's Office Climate Action Framework	
Future	F 5	Key Policy ★	Emerging Mobility	Update city policies for how shared mobility and emerging mobility vendors shall operate in Vancouver. Create data standards and sharing agreements, vendor requirements, and require equitable access to services both geographically and	Dedicated staff time	Comprehensive Planning: Transportation	- Legal Department - Parks, Recreation & Cultural Services - Shared mobility companies

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
				through reduced costs for people with low incomes.			Diversity, Equity & Inclusion staff
Future	F 5.1	Program	Mobility Hubs	Identify locations for implementation of mobility hubs – places where multiple forms of transportation are available (transit, microtransit, bike share, car share). Hubs will include placemaking, wayfinding, and information.	- Dedicated staff time - Funding for improvements - Identified ROW to locate hubs	Comprehensive Planning: Transportation	C-TRAN
Future	F 5.2	Program	Small Mobility and Scooter Share	Pilot a small mobility and scooter share program. Target station placement in areas with a high equity index. Subsidize membership for low-income individuals/families.	- Dedicated staff/ or dedicated staff time - Funding for subsidy program	Comprehensive Planning: Transportation	Shared mobility vendors
Future	F 5.3	Program	Mobility as a Service	Sponsor a digital platform that connect residents to local mobility options and create incentives for selecting modes and routes that limit system and environmental impacts	New software	Comprehensive Planning: Transportation	- Mobility as a service software vendors - Data management partners
Future	F 6	Key Policy ★	Curb Management	Develop policies and programs that efficiently manage valuable curb space, recognizing the high demands on this resource with changing living and shopping patterns.	Dedicated staff time	Comprehensive Planning: Transportation	Public Works: Streets & Transportation
Future	F 6.1	Policy	Dynamic Curb Management	Create a flexible and dynamic framework for managing high-demand curb spaces using tools such as technology or pricing that can change as quickly as every hour based on demand.	- Dedicated staff time - New software and technology	Comprehensive Planning: Transportation	- Public Works: Streets & Transportation - Economic Prosperity & Housing: Parking
Future	F 6.2	Policy	Small Freight Management	Develop a small freight management set of strategies to accommodate increasing consumer demand for e-commerce and small package delivery. Incentivize use of small mobility vehicles for local deliveries.	Dedicated staff time	Comprehensive Planning: Transportation	- UW Urban Freight Lab - Delivery companies - Port of Vancouver

Big Idea	ID	Policy or Program	Name	Description	Implementation Framework		
					Resources Needed	City Lead	Key Partnerships
Future	F 6.3	Policy	Freight Parking and Loading	As part of parking code updates, evaluate the need for freight loading standards in commercial areas, recognizing that many deliveries continue to be made using large trucks.	▪ Dedicated staff time ▪ Funding for improvements	▪ Comprehensive Planning: Transportation	▪ Port of Vancouver



Transportation System Plan Update

Vancouver City Council
January 9, 2022



Kate Drennan, Principal Transportation Planner, Community Development Department

Thomas Brennan, Consultant Project Manager, Nelson\Nygaard Consulting

Agenda

- Modal Networks Update
- Big Ideas, Policies and Programs
- Community Engagement
- Next Steps



Presentation Purpose

Update on Transportation System Plan and feedback requested

Modal Networks

- Review updates to modal networks

Community Engagement

- Review community engagement activities and input to-date

Prior Council Review

Aug 24, 2020

- Intro to TSP Update

Jun 14, 2021

- Existing conditions
- City council values and the TSP
- Public outreach

Dec 20, 2021

- Project Chartering Process

Apr 25, 2022

- TSP goals

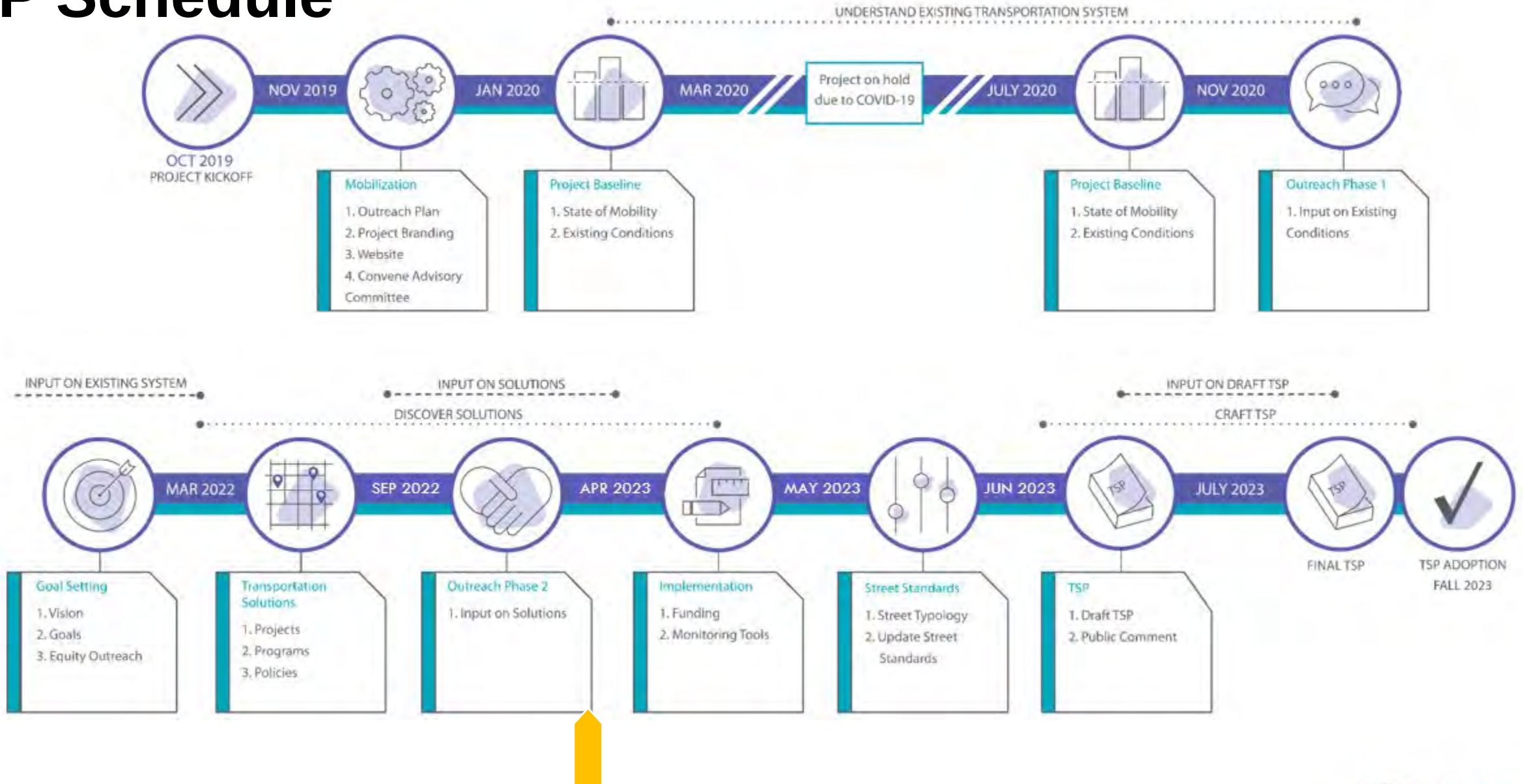
July 18, 2022

- Big Ideas
- Draft Policies, Projects and Programs (PPP)

September 12, 2022

- Big Ideas
- Modal Networks
- Prioritization

TSP Schedule



Transportation System Plan Update — 5

TSP Chartering Process

Project Phase	Elements	Council and TMC Action	Completed Dates/Tentative Dates
Project Baseline	- State of mobility - Existing conditions - Vulnerability analysis - Community input	TMC review	Jan 5, 2021; Mar 2, 2021; Jun 1, 2021; Jul 6, 2021
		Council workshop	Jun 14, 2021
Values and Goals	- Enhanced Transit Corridor analysis - Community input on project values and associated project opportunities	TMC review	Sep 7, 2021; Jan 4, 2022
		Council workshop	Apr 25, 2022
Final Goals and Priorities	- TSP Goals - Project prioritization process	TMC review	Mar 1, 2022; Jul 5, 2022; Sep 6, 2022
		Council workshop	Jul 18, 2022; Sep 12, 2022
		Council resolution	September 26, 2022
Solutions	- Policies and programs - Modal networks	TMC review	Jul 5, 2022; Sep 6, 2022; Dec 6, 2022
		Council workshop	Jul 18, 2022; Sep 12, 2022; Jan 9, 2023
		Council resolution	January, 2023
Implementation	- Street typology and standards update - Pedestrian crossing policy - Performance measures - Funding recommendations	TMC review	April 2023; May 2023
		Council workshop	April 2023; May 2023
		Council resolution	May/June 2023
Plan Adoption	- Review of draft plan - Community input on draft plan - Plan adoption	TMC action item	July 2023; September 2023
		Council workshop	July 2023; September 2023
		Council resolution	September 2023



Alignment with Policy Priorities

- Progress on **climate, equity, and safety** priorities are directly linked to transportation and the goals of the TSP

Climate

- Our transportation system helps to reduce our impact on the climate and our natural environment.

Equity

- Transportation in Vancouver supports the needs of all and investment counteracts historic and current inequities.

Safety

- Our transportation system keeps people safe when they walk, roll, bicycle, take transit, or drive.



Big Idea Support Thriving Neighborhoods

15-Minute Neighborhoods

Make walking and small mobility convenient through mixed-use zoning and investment in complete corridors to serve all travel modes. Foster redevelopment within strategic development nodes to support 15-minute neighborhoods.

Supporting programs and policies:

- Neighborhood Traffic Calming
- Safe Routes to School





Big Idea Support Thriving Neighborhoods

Climate Corridors

Develop climate corridors to mitigate climate impacts through greener streets, street tree canopies, natural plantings for stormwater management, linear parks, and other climate resilient techniques. Use city-owned right-of-way to create a network of corridors that support climate adaptation and safe and healthy mobility as climate change occurs.

Supporting programs and policies:

- Natural Resources
- Street Trees
- Stormwater Management



Clark County Green Streets Project on NE 99th St



Big Idea Support Thriving Neighborhoods

Community Streets

Develop guidance and encouragement for community use of the right-of-way, including plazas, parklets, “streateries”, open streets events, public art, and demonstration projects.

Supporting programs and policies:

- Open Streets
- Street Art



Communities around the U.S. started using streets for civic life, walking, and cycling during the pandemic.



Big Idea Create Complete Corridors

Complete Corridors

Create complete corridors throughout the city that connect growth areas, support business, serve transit, and increase safety. Corridors connect destinations and include identifying parallel options.

Supporting programs and policies:

- Street Typologies
- Functional Classification Update
- Freight Classifications
- Critical Network Gaps



[Olympia, WA Complete Corridors Program](#) – project at 7th Ave and Plum St along a pilot corridor



Big Idea Create Complete Corridors

People-Based Metrics

Plan, design, and evaluate projects and developments using people-focused metrics that prioritize person through-put, safety and comfort. Use the metrics to evaluate facility performance and post-project evaluations.

Supporting programs and policies:

- Traffic Impact Analysis
- Multimodal Concurrency Standards
- TIP Prioritization
- Paving List





Big Idea Create Complete Corridors

Street Standards

Adopt street standards that create comfortable, inviting multimodal streets. Integrate the latest best practices from NACTO, WSDOT, AASHTO, and MUTCD in terms of facility selection and design, traffic control, and signage and striping. Adopt into standard plans referenced in VMC Title 11.

Supporting programs and policies:

- Multimodal Access Through Street Connectivity
- Pedestrian Crossing Policy
- Access Management



Big Idea Create Complete Corridors

Vision Zero

Adopt a Vision Zero policy committing to end traffic fatalities and serious injuries on Vancouver streets by 2040. This policy would be a resolution to address the intersecting factors that lead to fatal crashes, such as unsafe behavior, alcohol and drug impairment, street design, and traffic speeds.

Supporting programs and policies:

- Lower Posted Speeds
- Citywide Safety Program
- High-Crash Corridors
- Street User Education
- Automated Enforcement
- Pedestrian-Scale Lighting
- Quick-Build Response



Big Idea Create Complete Corridors

Project Delivery

Deliver maintenance, capital, and development projects in an effective, efficient manner with clear and transparent communication to the community.

Supporting programs and policies:

- Project Managers
- Communications
- Anti-Displacement



Big Idea Connect People to Transit

Access to Transit

Prioritize sidewalk and crosswalk gaps adjacent to transit stops, particularly along equity routes, and identify first/last mile barriers to major transit stops to address on an ongoing basis.



Bus stop at NW Lincoln & 51st, missing a sidewalk and more than 200 ft to a marked crosswalk



Big Idea Connect People to Transit

Enhanced Transit Corridors

In coordination with C-TRAN, build a network of Enhanced Transit Corridors where higher level of transit service (frequency, hours of operation, stop amenities) are desired based on existing and future density and equity.

Supporting programs and policies:

- Network of The Vine
- Speed and Reliability Designs
- Equity Corridors



Big Idea
**Connect
People to
Transit**

Transit and Land Use

Support transit through compact land uses and policies that incentivize transit use.

Supporting policy:

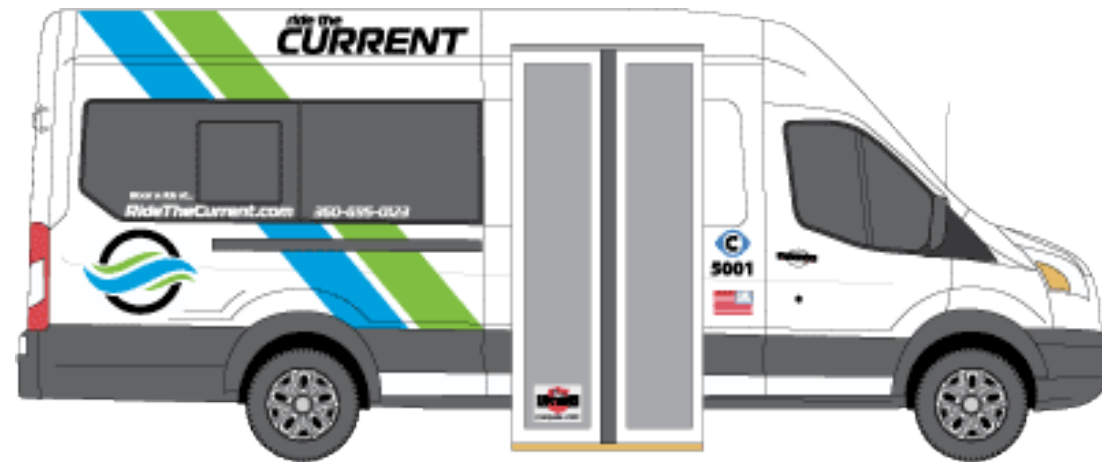
- Transit Overlay District



Big Idea Connect People to Transit

Microtransit

Integrate shared and emerging mobility technology and tools with C-TRAN microtransit zones to provide a suite of mobility options, especially in lower-density areas without high-frequency transit





Big Idea Build Low- Stress Networks

Low-Stress Mobility Network

Adopt a city-wide low-stress long-term mobility network that prioritizes safety and comfort for people of all ages. This network is a subset of the city's larger mobility network consisting of lower-stress facilities such as neighborhood greenways and shared-use paths. The density target for low-stress facilities is every half-mile.

[Fort Collins, CO](#) has established a bicycling program, FC Bikes, that includes a low-stress network, a cycling map, learning resources, and a bike-to-work day.



Big Idea
Build Low-
Stress
Networks

Pedestrian Priority Streets

Adopt a network of Pedestrian Priority streets where safety and comfort for people walking is prioritized. Assign categories (primary, secondary) based on the roadway classification, level of demand, and existing and planned land uses, and use these categories to recommend desired facilities and amenities (shade, lighting, seating, etc.).

7. Shoulder Bikeways

Design Summary

Typically found in less-dense areas, shoulder bikeways are paved roadways with striped shoulders (4'+) wide enough for bicycle travel. Shoulder bikeways often, but not always, include signage alerting motorists to expect bicycle travel along the roadway. Shoulder bikeways should be considered a temporary treatment, with full bike lanes planned for construction when the roadway is widened or completed with curb and gutter. This type of treatment is not typical in urban areas and should only be used where constraints exist.

The choice of bike lane facilities, whether bike lanes should be striped or if a road should be a shared-use roadway, can be a simple quantitative matter of the speed and volume of traffic on the roadway. It can also be a much more complicated analysis that includes consideration of facility users, key connections, type of traffic, as well as other qualitative factors. The table to the right provides guidance for making facility type decisions.

Discussion

In many cases, the opportunity to develop a full standard bike lane on a street where it is desirable may be many years. It is possible to stripe the shoulder in lieu of bike lanes if the area is 50 percent of the desirable bike lane width and the outside lane width can be reduced to the AASHTO minimum. If the available bike lane width is 2/3 of the desirable bike lane width, the full bike lane treatment of signs, legends, and an 8" bike lane line would be provided. Where feasible, extra width should be provided with pavement resurfacing jobs, but not exceeding desirable bike lane widths.

Wide Outside Lanes

A wide outside lane may be sufficient accommodation for bicyclists on streets with insufficient width for bike lanes but which do have space available to provide a wider (14'-16') outside travel lane.



Shoulder bikeways are appropriate along wide roads where vehicles can avoid passing close to bicyclists

Context for Shoulder Bikeways vs. Bike Lanes

Variable	Effect on Need for Bike Lanes
1. Land Use Indicators	
Urban Center, CBD	Decreases
Suburban	Increases
Buildings at back of sidewalk	Decreases
Buildings set back from roadway (parking lots front street)	Increases
On Street Parking	Decreases
Short block length	Decreases
Long block length	Increases
2. Traffic speed/volume indicators	
Signal coordination timed at higher than posted speeds	Increases
Signal coordination timed at lower than posted speeds	Decreases
Peak Hourly Traffic Volume > 10%	Increases
3. Roadway characteristics	
Wide roadway / multiple travel lanes	Increases
Steep grades: uphill	Increases
Steep grades: downhill	Decreases
4. Bicycling demand indicators	
Popular Route to School	Increases
Provides continuity of bike lanes, routing or trail	Increases
Other high-use indicators	Increases

Tacoma, WA has developed [pedestrian and bicycle design guidelines](#) as a part of their Mobility Master Plan



Big Idea Build Low- Stress Networks

Active Transportation Navigation

Support walking and small mobility by making it easy and intuitive to navigate the city and find destinations.

Supporting programs and policies:

- Maintenance Protection
- Wayfinding
- Bicycle/Small Mobility Parking



Big Idea Build Low- Stress Networks

Small Mobility and Walking Programming

Complement infrastructure with robust programming that encourages and educates people about the benefits of walking and small mobility.

Supporting programs and policies:

- Active Transportation Staffing
- E-bike Rebate Program
- Small Mobility Events



FC Moves

[Contact Us](#)

[Events](#) [Plans & Projects](#) [Education](#) [Resources & Tools](#) [Calendar](#) [About](#)

Fort Collins, CO developed [FC Moves](#), a city department that exists to advance mobility solutions to increase walking, bicycling, transit use, shared and environmentally sustainable modes



Big Idea Make Growth a Benefit for All

Development Review

Work with development community to establish a shared set of requirements and expectations for how development can support transportation.

Supporting programs and policies:

- Transportation Impact Fees
- Frontage Requirements



Big Idea Make Growth a Benefit for All

Citywide Parking Policy & Code

Update parking code and policies to right-size the amount of parking developed with future growth and create safe streets, compact urban form, and encourage non-driving forms of transportation.

Supporting programs and policies:

- Parking Requirements
- Parking Design Guidance
- Parking Capacity



Big Idea Make Growth a Benefit for All

Parking Management

Effectively manage on and off-street parking resources through adoption of policies, systems, and tools throughout the city.

Supporting programs and policies:

- Parking Operations
- Parking Experience
- Residential Parking





Big Idea
**Make Growth a
Benefit for All**

Downtown Parking

For those who drive downtown, create a user-friendly, well-managed, and right-sized “park once” environment where people can walk between destinations without moving their car.

Supporting programs and policies:

- Downtown Parking Strategies
- Downtown Circulator



Big Idea
**Make Growth a
Benefit for All**

Transportation Demand Management (TDM)

Require transportation demand management to reduce drive-alone trips, offer all travelers more mobility choices, and incentivize behavior change to more walking, biking, carpooling, and transit trips.

*Supporting programs and
policies:*

- TDM in Capital Projects
- Commute Trip Reduction (CTR) Refresh and Expansion



Big Idea Embrace the Future

Data Collection and Monitoring

Use data to track travel pattern changes over time.

*Supporting programs and
policies:*

- Active Transportation Counts
- Location-Based Services
- Online System Dashboard



Big Idea Embrace the Future

Climate Impacts

Adopt policies that will help meet the city's goal of zero carbon emissions by 2040.

Supporting programs and policies:

- Mode Targets
- Congestion Pricing
- Vehicle Miles Traveled Reduction



Big Idea Embrace the Future

Technology for System Management

Embrace technology as a way of managing the transportation system without expanding capacity

Supporting programs and policies:

- Signal Modernization
- Green Wave



Big Idea Embrace the Future

Electric / Autonomous Vehicles

Set city policy around EV / AV usage and role in achieving climate goals.

Supporting project:

- City Fleet



It is important to understand the issues related to equitable access to mobility, gentrification, and access as EV use and charging expands



Big Idea Embrace the Future

Emerging Mobility

Update city policies for how shared mobility and emerging mobility vendors shall operate in Vancouver. Create data standards and sharing agreements, vendor requirements, and require equitable access to services both geographically and through reduced costs for people with low incomes.

Supporting programs and policies:

- Mobility Hubs
- Small Mobility and Scooter Share
- Mobility as a Service



Big Idea Embrace the Future

Curb Management

Develop policies and programs that efficiently manage valuable curb space, recognizing the high demands on this resource with changing living and shopping patterns.

Supporting programs and policies:

- Dynamic Curb Management
- Small Freight Management
- Freight Parking and Loading

Modal Networks Update



**Low-Stress Active
Transportation
Networks**



**Enhanced Transit
Network**



**Street Network and
Complete
Corridors**

Modal Networks

Focus on policy, programs, and capital projects

- Walking and Rolling
- Mobility (Bicycle and Small Mobility)

Focus on policy and programs

- Transit
- Freight
- Parking
- Emerging Mobility
- Street Network

Key Future Multimodal Corridors

Edits completed:

- Extend Complete Corridor for Andresen north to city boundary
- Add MacArthur between Mill Plain and McGillivray
- Add 5th Ave (new connection with IBR)



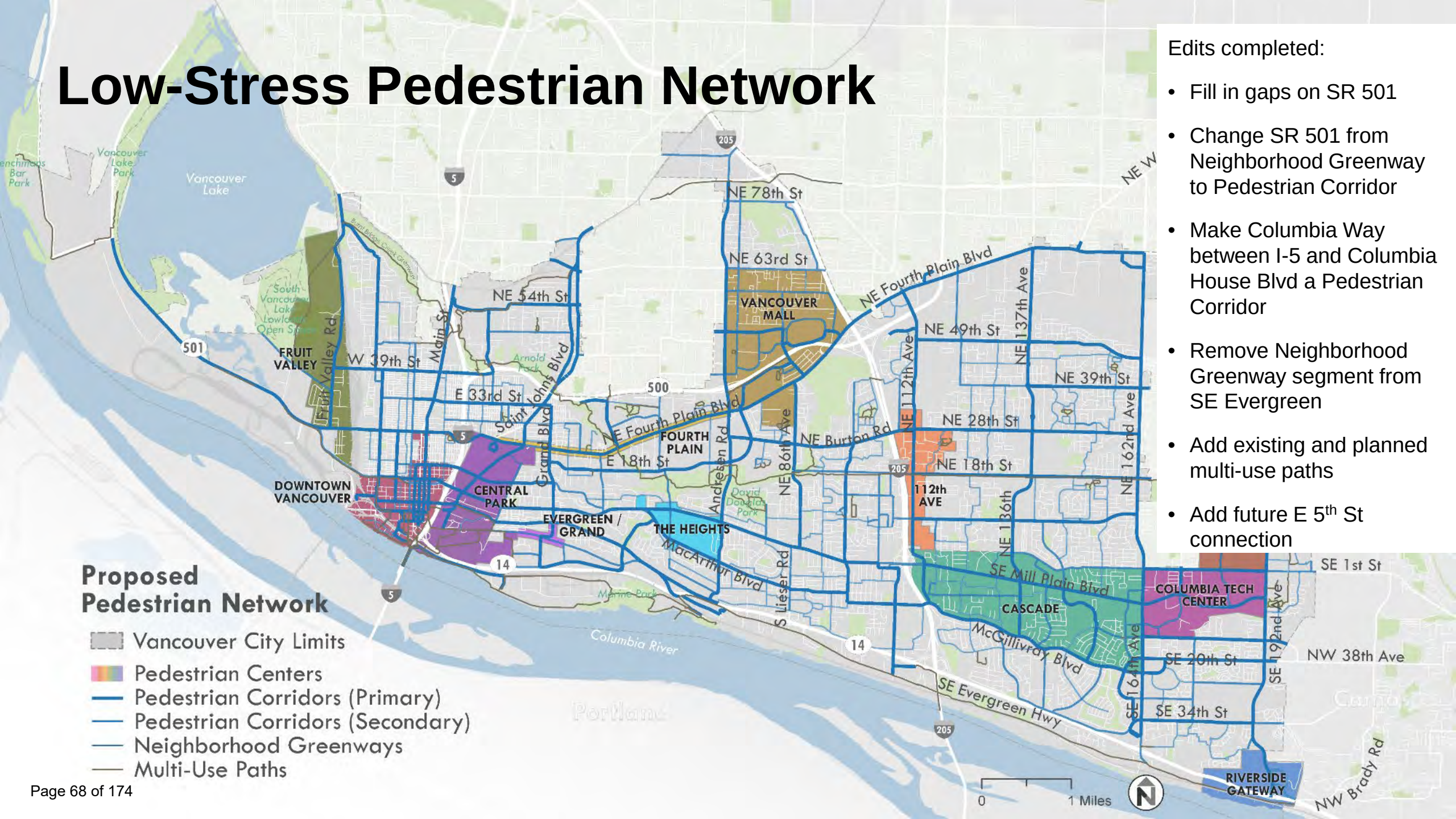
Low-Stress Pedestrian Network

Edits completed:

- Fill in gaps on SR 501
- Change SR 501 from Neighborhood Greenway to Pedestrian Corridor
- Make Columbia Way between I-5 and Columbia House Blvd a Pedestrian Corridor
- Remove Neighborhood Greenway segment from SE Evergreen
- Add existing and planned multi-use paths
- Add future E 5th St connection

Proposed Pedestrian Network

-  Vancouver City Limits
-  Pedestrian Centers
-  Pedestrian Corridors (Primary)
-  Pedestrian Corridors (Secondary)
-  Neighborhood Greenways
-  Multi-Use Paths

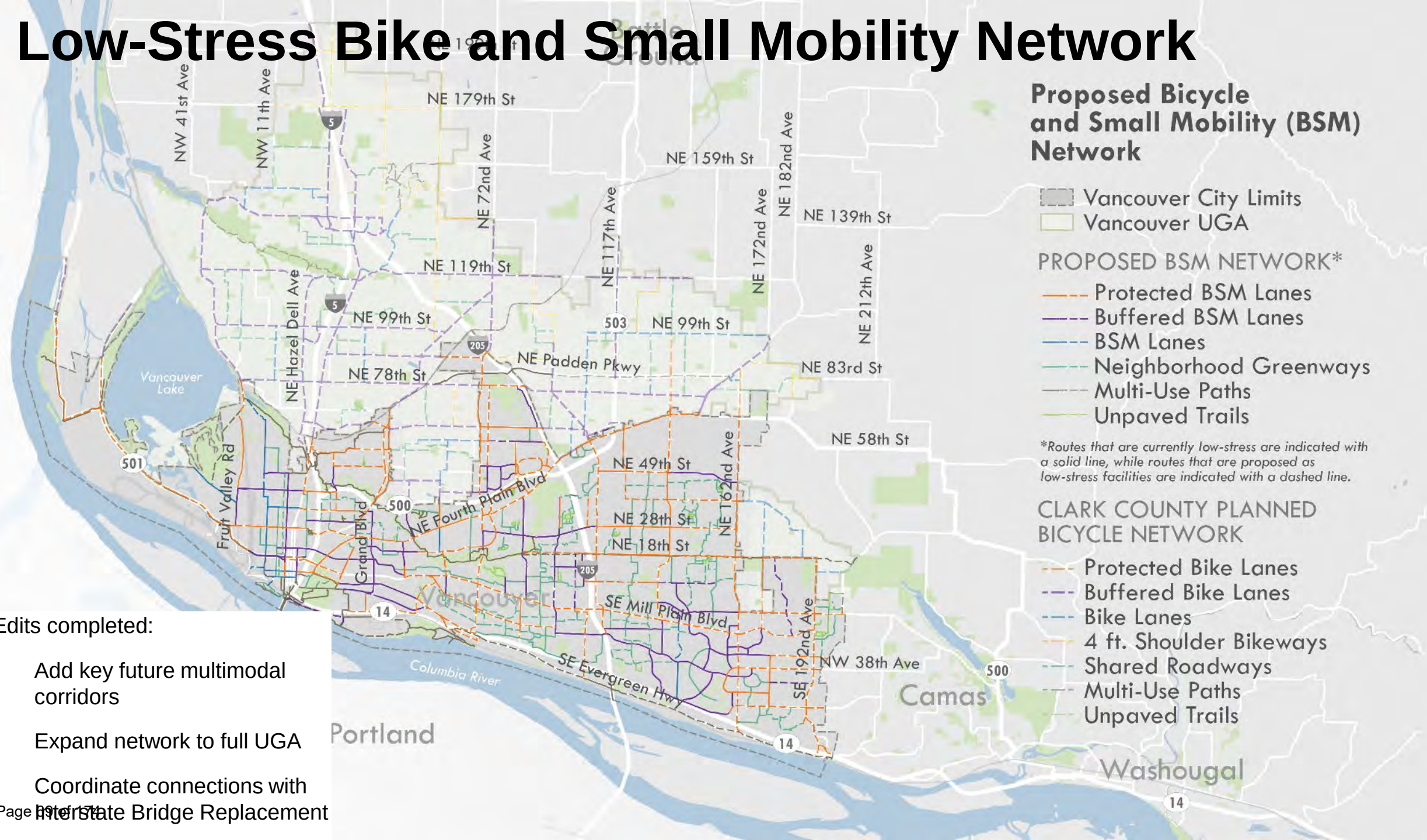


Low-Stress Bike and Small Mobility Network

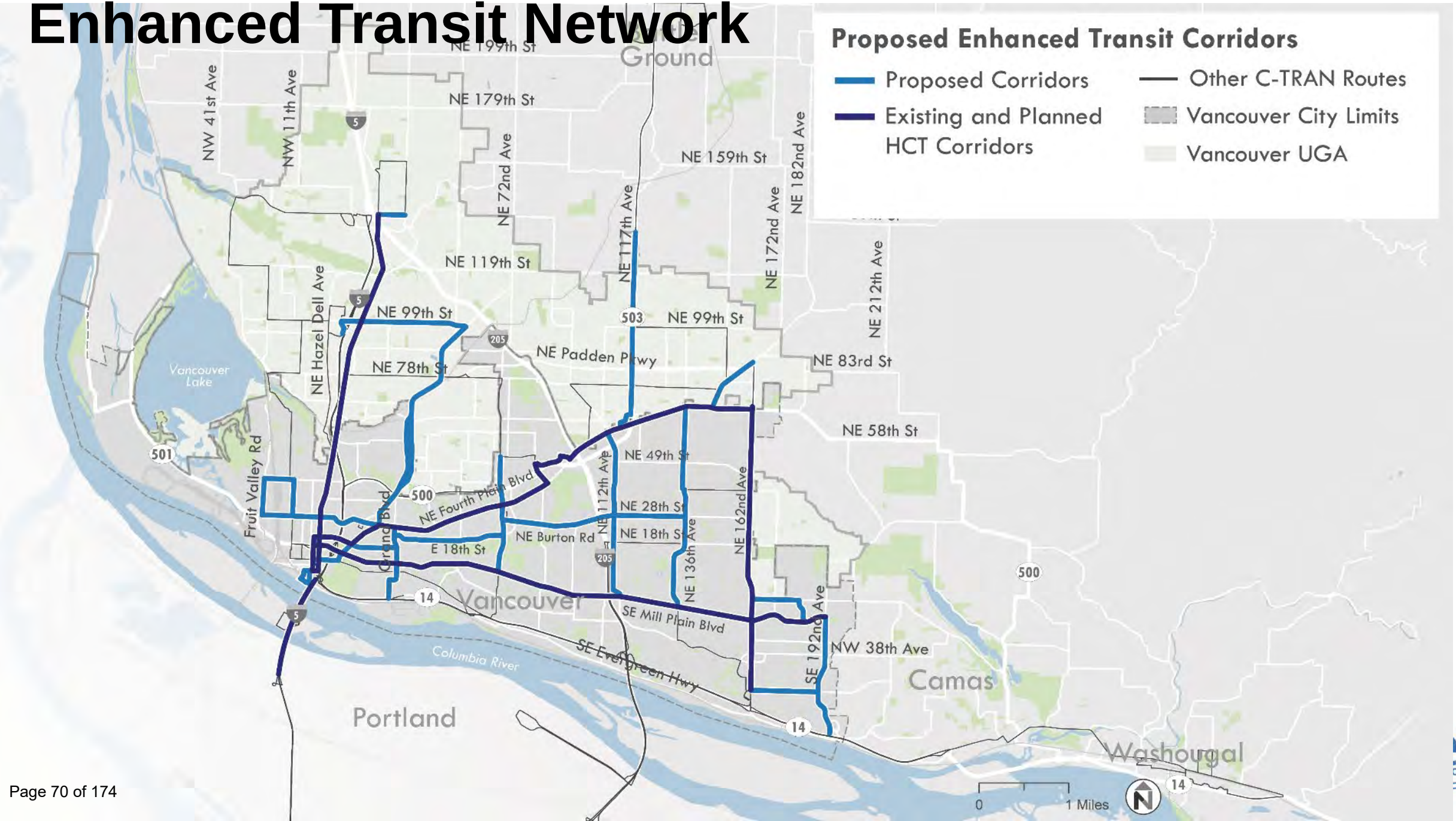
Edits completed:

- Add key future multimodal corridors
- Expand network to full UGA
- Coordinate connections with Interstate Bridge Replacement

Page 10 of 17



Enhanced Transit Network



From Networks to a Capital Project List

- The TSP provides facility selection policies, design standards, and targets
- Designated networks define the long-term vision and lead to capital projects
- Prioritization (next section) identifies highest priority locations and determines phasing

Fall 2022 Community Engagement



**Direct
Engagement**



**Online Open
House and Survey**

Fall 2022 Engagement Overview (Aug – Nov)

- BeHeard Web Updates
- Tabling and Business Canvassing
- Community Roundtable + Clark College Focus Groups
- Community Presentations to neighborhood associations and CBOs
- Online Open House #2 and Survey

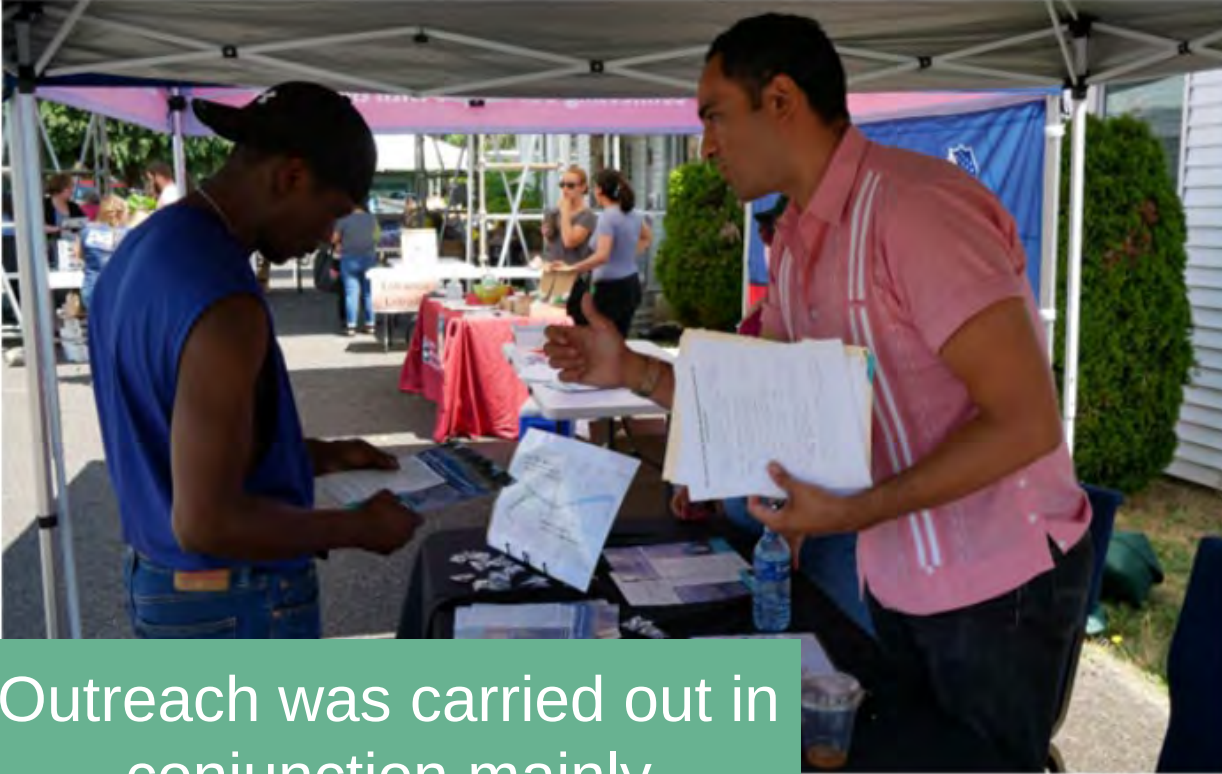
Other outreach was carried out in conjunction with:

- **Fourth Plain Safety & Mobility Project**
- 34th Street Safety & Mobility Project
- Heights District Plan
- ARPA Planning
- Strategic Plan

Tabling and Business Canvassing

Activity	Date	Event / Location / Group	TOTAL REACHED
Tabling	August 2	Fourth Plain Forward & Columbia Play Project Arte en El Parque	170+ Total engaged
	September 17	LULAC Grows Mercado	
	September 17	Multicultural Resource Fair at Clark College	
	October 1	Downtown Vancouver Farmers Market	
Business Canvassing	October 11, 12, & 19	Project corridor (F Street to Ft. Vancouver Way) – Ft Vancouver Way (Fourth Plain to Mill Plain)	34 Businesses

Tabling and Business Canvassing



Outreach was carried out in conjunction mainly with **Fourth Plain Safety & Mobility Project**



Transportation System Plan Update — 45

Community Focus Groups

- **Nov 8 Community Roundtable** - Attended by representatives from ADA, blind and low-vision, walking and biking communities.
- **"Transportation Talks"** at Clark College Sept 26 and 29

What are the key corridors and network connections you want to see improved?



Neighborhood and Community Presentations

- Vancouver Neighborhood Traffic Safety Alliance – Nov 16
- Action for Climate Emergency (ACE) – Nov 16
- Meadow Homes Neighborhood Association – Nov 16
- Fourth Plain Forward – Ongoing
- Also contacted: Arnada, Fourth Plain Village, Central Park, Harney Heights, Hudson's Bay, Maplewood, Rose Village Neighborhood Associations, and Washington School for the Blind.

Input from Focus Groups and Presentations

- Support for bike facilities on Chkalov Dr and McGillivray/MacArthur, and for multi-use paths
- Consider EV charging and fleet electrification
- Consider bus-only lanes, park-and-rides
- Address scooters/small mobility
- Expand focus of commute trip reduction beyond from downtown
- Bike lane maintenance/street cleaning is important
- Concern about congestion with lane reconfigurations

Online Open House and Survey

- Launched Sept 26 – Closed Nov 15, 2022
- **403** Open House Visits
- Avg. **6.8** per day
- **41** Completed Surveys
- English and Spanish

Transportation System Plan Update — 49



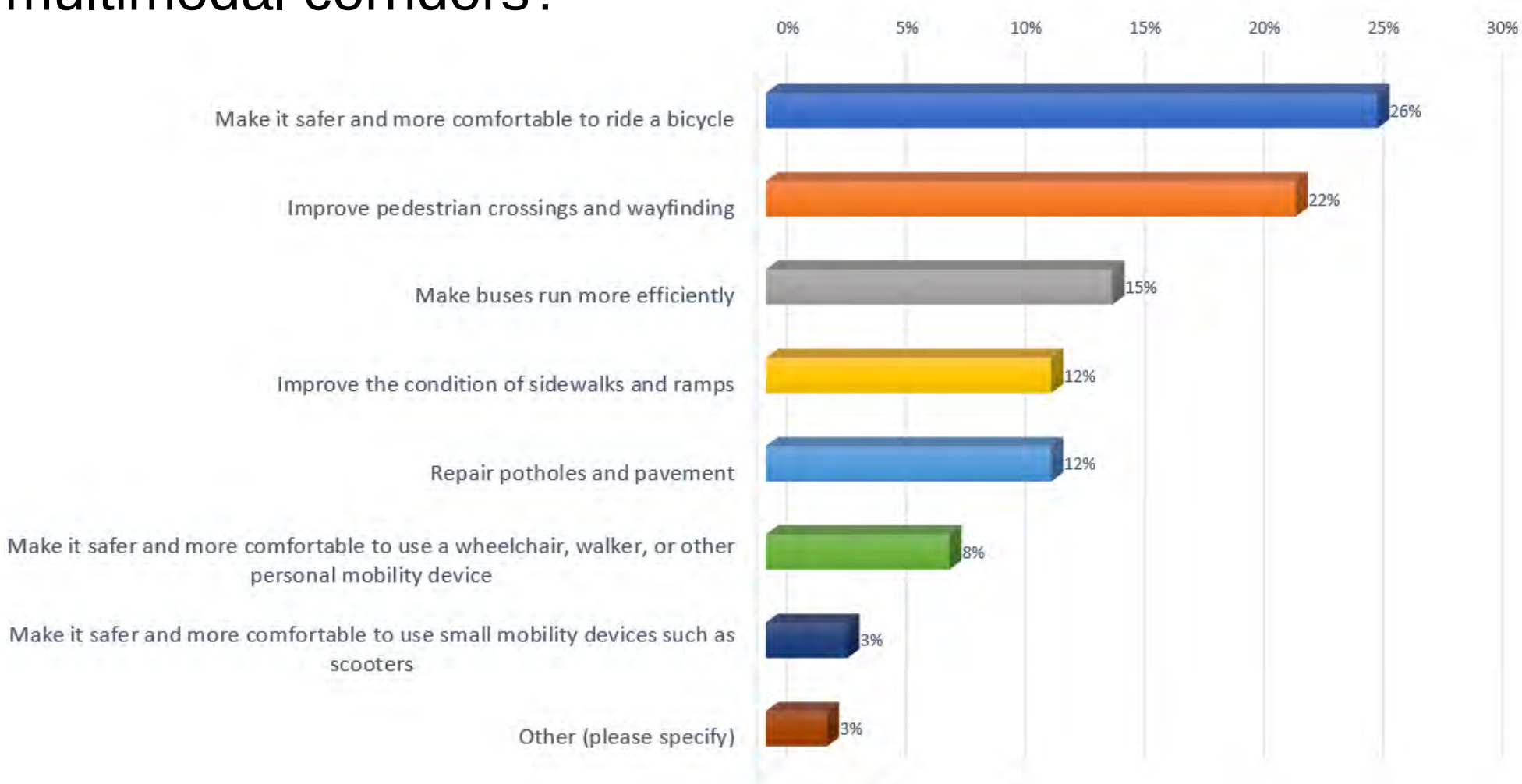
Welcome!

This open house will share information and ask for your feedback on the future of transportation in Vancouver.

The *Vancouver Transportation System Plan (TSP)* is still underway - the plan to help guide transportation decision investments in the City over the next 20 years. As of Summer 2022, the City has made progress on the TSP by drafting "Big Ideas" for the plan as well as drafting transportation networks. This open house summarizes this recent work and will ask for your feedback to help shape the plan's recommendations and strategies as the process moves forward.

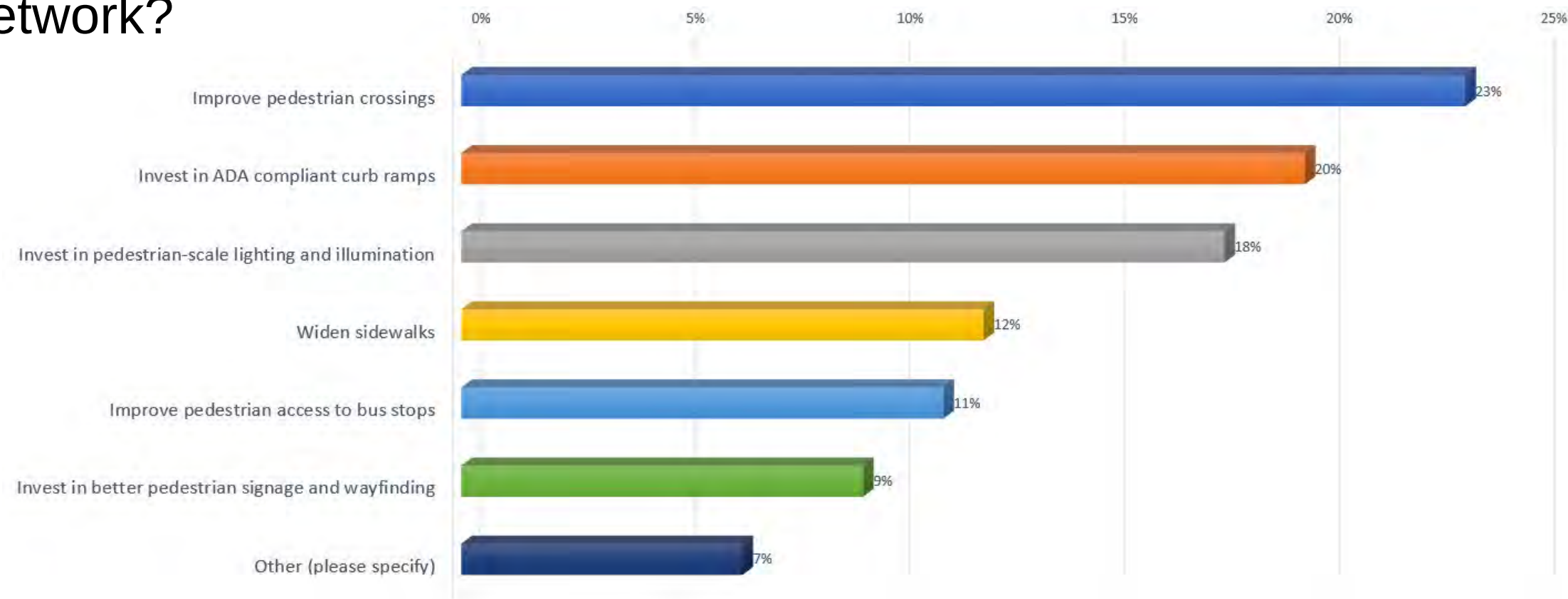
Online Survey

What are your top three (3) priorities for future investments on multimodal corridors?



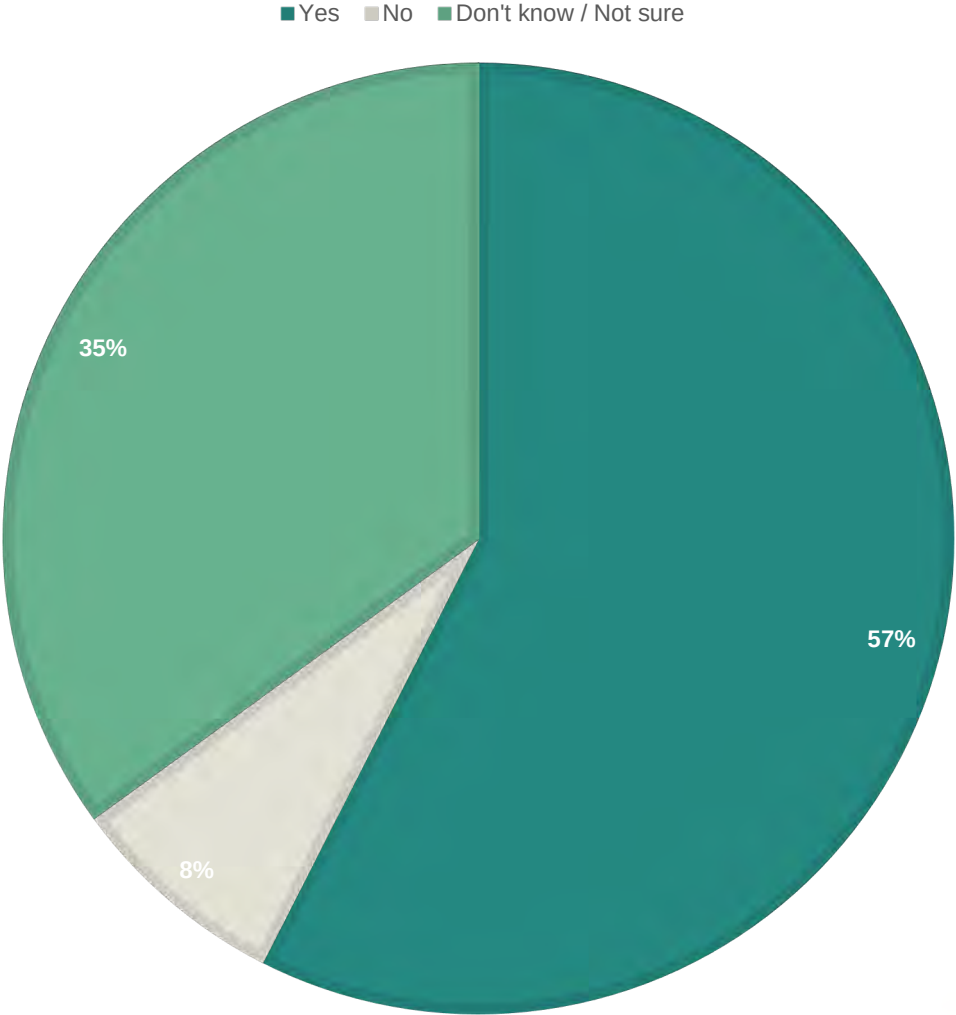
Online Survey

What are your top three (3) priorities for the future walking and rolling network?



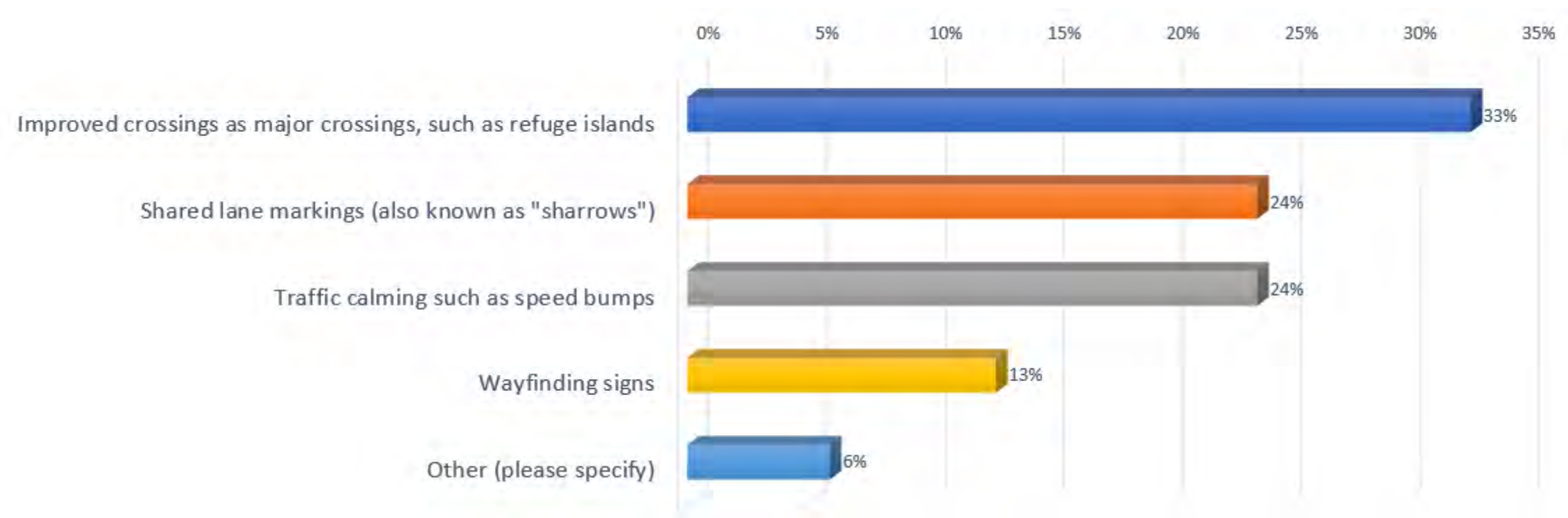
Online Survey

DO YOU THINK IT'S IMPORTANT THAT THE CITY'S FUTURE BICYCLE AND SMALL MOBILITY NETWORK PROVIDES ACCESS TO A LOW-STRESS FACILITY WITHIN EVERY HALF MILE?



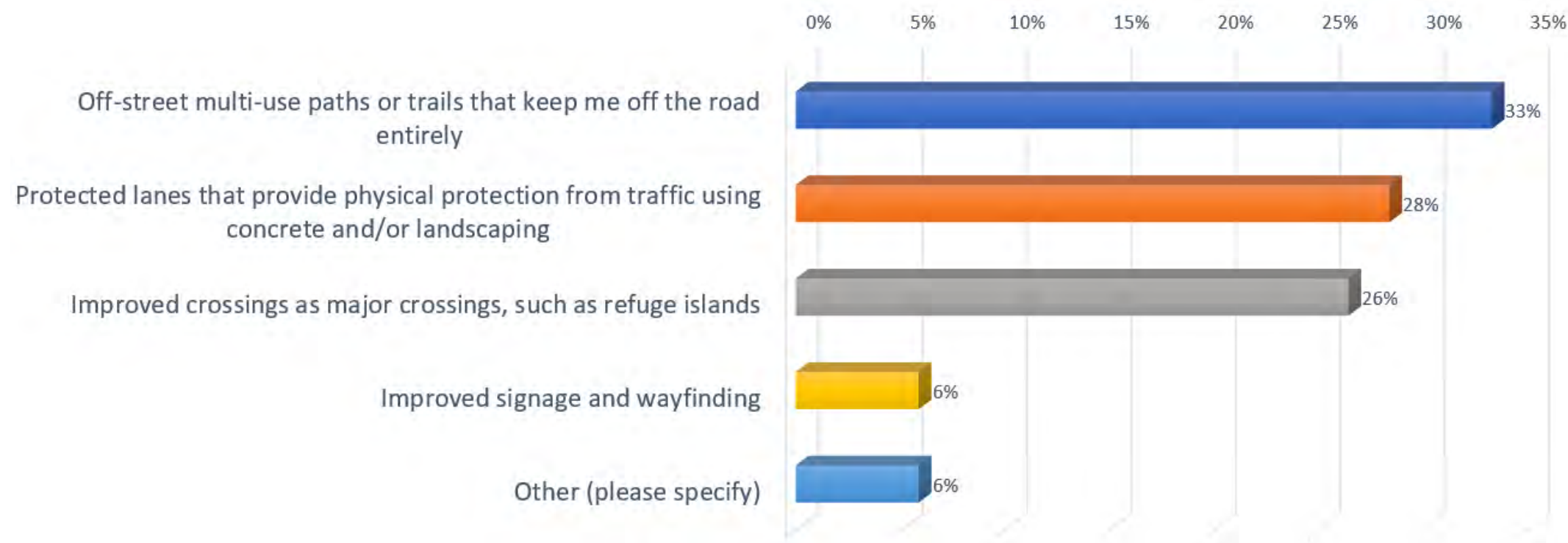
Online Survey

What three (3) bicycle and small mobility improvements are most important to you on *quieter* neighborhood streets?



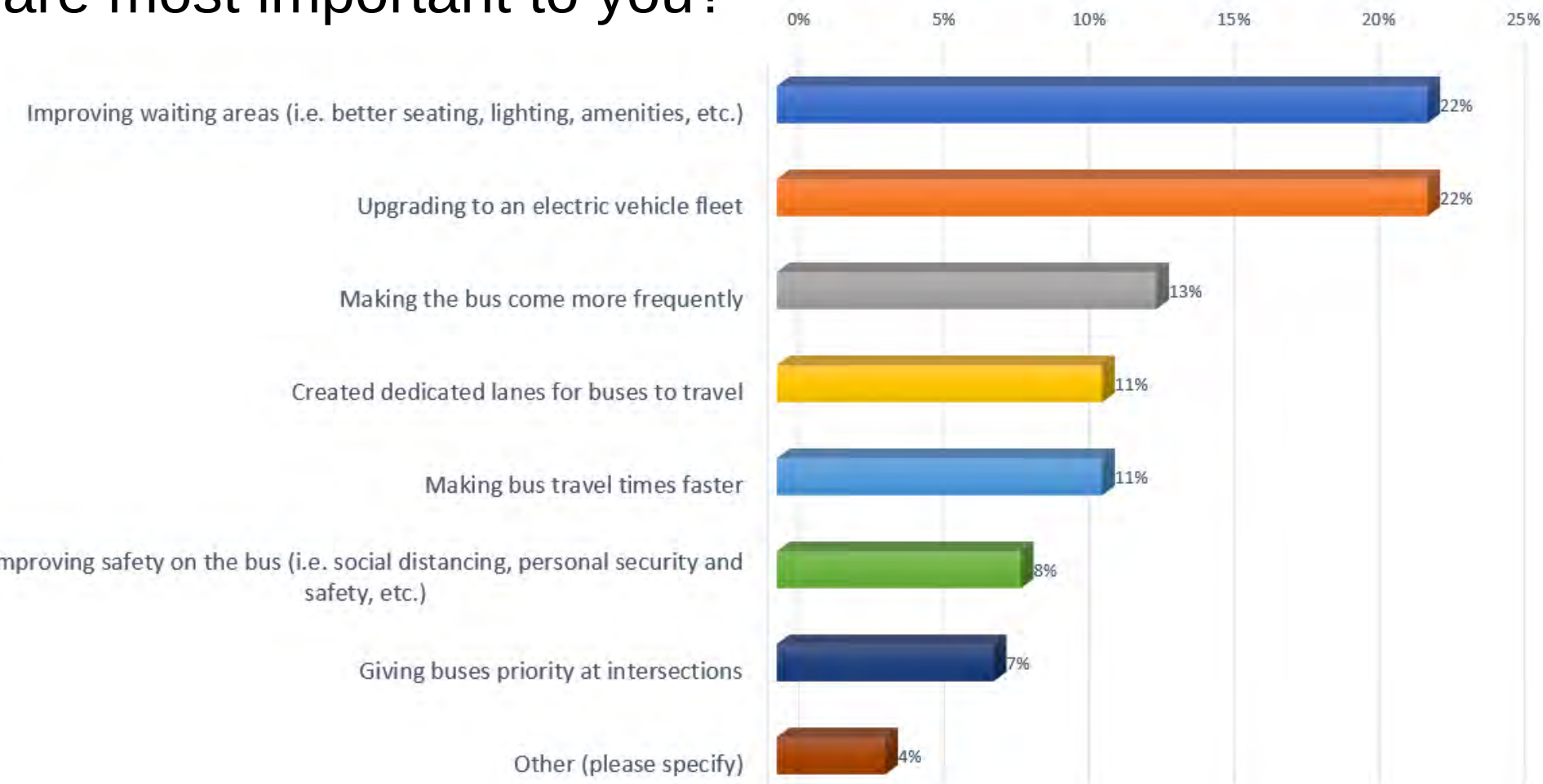
Online Survey

What three (3) bicycle and small mobility improvements are most important to you on *busier* neighborhood streets?



Online Survey

What three (3) types of enhanced transit investments are most important to you?



Feedback

- Support for frequent, efficient, and electric buses
- Support for off-street multi-use paths and trails along busier corridors
- Protected bike/small mobility lanes for on-street facilities
- Median refuge islands at high volume crossings
- Speed reduction and control throughout the City

Feedback

- Modal Network recommendations:
 - Generally, most were in support of the draft modal networks.
 - Multimodal improvements needed on Mill Plain east of I-205, with a connection to Columbia Tech Center
 - Better walking network in Fruit Valley
 - Andresen Road should be a multimodal corridor
 - Improved crossings at 34th, 112th, 117th, and 162nd
 - Safety improvements needed at Fourth Plain & F Street

2023 Engagement

- Ongoing meetings and presentations to neighborhood associations and CBOs:
 - Arnada Neighborhood Association, January 7, 2023
 - Fourth Plain Village Neighborhood Association, Feb-Mar 2023 (TBD)
 - Fourth Plain Forward – Ongoing
 - Our Place Nuestra Casa (TBD)
- Spring Online and In-Person Engagement on Draft TSP

Questions or comments?

Next Steps



**Final Networks,
Policies, and
Programs**



**Capital Project List
+ Prioritization**



**Draft
Transportation
System Plan**

Topics for Council Workshops (Spring 2023)

- Prioritized project list
- Street typology and standards update
- Pedestrian crossing policy
- Performance measures
- Funding recommendations

Thank You

To learn more, visit [\[website\]](#)



TECHNICAL MEMORANDUM

DATE: January 19, 2023

TO: Kate Drennan, City of Vancouver
Rebecca Kennedy, City of Vancouver
Emily Benoit, City of Vancouver
William Cooley, City of Vancouver

FROM: Eddie Montejo, Parametrix
Natalie Chavez, Parametrix

SUBJECT: Milestone 2 Community Engagement Summary – **Draft** Report V.2

PROJECT NAME: Vancouver Transportation System Plan

1 Overview

This memorandum summarizes the public and stakeholder outreach conducted in Fall of 2022 to support the *Vancouver Transportation System Plan (TSP)*. The second community engagement milestone focused on gathering feedback on the Big Ideas for Transportation, draft transportation networks, and potential improvements for the draft TSP. All outreach activities detailed here were part of the second community engagement milestone, as summarized in Figure 1 below. Information about earlier engagement for Milestone 1 can be found on Transportation System Plan webpage, [Outreach Summary link](#).

Figure 1. Community Engagement Timeline



Note: Milestone 1 Outreach was extended and ongoing due to the COVID-19 pandemic.

Milestone 2 activities took place between September 26 and November 15, 2022 and focused on gathering community feedback on the Big Ideas for Transportation and the draft transportation networks that have been developed for the TSP. The Big Ideas form the foundation for the TSP’s plans, policies, and projects, and the transportation networks present the roadmap to infrastructure investments to improve travel for people walking, rolling, using transit, bicycling and using small mobility devices. These will form the foundation of the Draft TSP document that will be shared with the community in 2023.

2 Overview

The objectives of the Milestone 2 outreach were to:

- **Share information** with community and stakeholders about the Big Ideas, which include strategies designed to help meet the City of Vancouver’s goals. Explain what each Big Idea is trying to achieve and the types of programs and policies that would fit within each. Educate community and stakeholders on benefits and impacts of each strategy under consideration.
- Ask for community feedback and preferences on **draft transportation networks**.
- Gather broader feedback on **proposed improvements and solutions in the City**.
- **Coordinate outreach** between concurrent City transportation projects. Milestone 2 outreach for the Vancouver TSP was done in tandem with outreach for the *Fourth Plain Blvd and Fort Vancouver Way Safety and Mobility Project*, as this is a key and interrelated project with the TSP. The project team also coordinated outreach with other projects such as the *Heights District Plan* and messaging around upcoming ARPA funding.

Coordinating outreach across multiple City projects was an important strategy for addressing post-pandemic community engagement “burnout”, making the most efficient use of City outreach resources, and helping community members understand the interrelated nature of the TSP with many of the City’s concurrent transportation planning efforts.

2.1 Outreach Activities

Milestone 2 engagement activities are summarized in Table 1.

Table 1. Milestone 2 Engagement Activities

Activity	Date	Event / Location / Group	TOTAL REACHED
Online Open House + Survey	September 2 – November 7	Online – BeHeardVancouver.org	400+ Total visits 42 Completed surveys
Tabling	August 2	Fourth Plain Forward & Columbia Play Project Arte en El Parque	170+ Total engaged
	September 17	LULAC Grows Mercado	
	September 17	Multicultural Resource Fair at Clark College	
	October 1	Downtown Vancouver Farmers Market	
Fourth Plain Business Canvassing	October 11, 12, & 19	Fourth Plain (F Street to Fort Vancouver Way) – Ft Vancouver Way (Fourth Plain to Mill Plain) *tsp materials shared in concert with other project outreach	34 Businesses
Community Meetings	• NSTA – Nov. 16, 2022 • ACE – Nov. 16, 2022 • Meadow Homes – Nov. 16, 2022 • Arnada – Jan. 13, 2023 • Fourth Plain Village – TBD Feb/Mar 2023¹	Virtual attendance	25+ Participants
Focus Groups	September 26 & 29	Transportation Talks at Clark College	7 Total participants
Community Roundtable	November 8, 2022	Virtual attendance	6 Total participants

The Project Team utilized a mix of in-person and online outreach tactics to engage community members during Milestone 2.

¹ All neighborhood associations within the study area were contacted during Milestone 2, but not all replied. Fourth Plain Village agreed to let the Project Team come present the project in 2023 but did not have time to engage with the project during the Milestone 2 outreach.

2.1.1 Online Open House and Survey

An online open house and survey collected community feedback from September 26, 2022 to November 15, 2022. The online open house was published on ArcGIS Story Maps and the survey was hosted on the City's existing BeHeard webpage. The online open house summarized the recent work on the TSP to develop "Big Ideas" and asked for community feedback on the TSP's draft transportation networks. Results from the survey are summarized in Section 2.2 below.

2.1.2 Tabling (co-outreach)

The Project Team hosted an informational table at four (4) public events to share details about the project, ask for community feedback, and build relationships for future and ongoing engagement opportunities. Tabling at public events was coordinated in partnership with the following host organizations: Fourth Plain Forward and Columbia Play Project, League of United Latin American Citizens (LULAC), Clark College, and Vancouver Farmers Market.



Photo 1. Project Team member Eddie Montejo sharing project information with a community member at the LULAC Mercado on September 17, 2022.

2.1.3 Fourth Plain Business Canvassing (co-outreach)

The team conducted in-person visits to engage directly with business owners, property owners, and employees along the Fourth Plain corridor. Although this outreach was primarily done in support of the *Fourth Plain Blvd and Fort Vancouver Way Safety and Mobility Project*, the Project Team shared information with corridor businesses about the TSP and gathered feedback on the draft transportation networks.

2.1.4 Community Meetings (co-outreach)

The Project Team contacted a wide range of neighborhood associations and interested stakeholders and presented information and gathered feedback from those able to host outreach staff at their regular meetings. During the fall, the Team presented at meetings of Fourth Plain Forward, Neighborhood Traffic Safety Alliance (NTSA), Action for Climate Emergency (ACE), and Meadow Homes Neighborhood Association. Additional meetings are scheduled for early 2023.

2.1.5 Focus Groups (co-outreach)

Three small focus group sessions were offered (two in English and one in Spanish) at Clark Community College to share more detailed information on the draft transportation networks and potential improvements/solutions for the draft TSP. The presentation time was split between discussion of the Vancouver TSP draft modal networks and the Fourth Plain Safety and Mobility Project draft design options. The Transportation Talks were publicized on the project website, social media, and on-site at the college.

2.1.6 Community Roundtable

The Project Team hosted an online community roundtable with representatives from Bike Clark County, the Washington State School for the Blind, and other community stakeholders to share information and gather feedback on the TSP draft transportation networks. During this meeting, attendees were also briefed on as the concurrent *Heights District Plan*.

3 Themes and Findings

The following sections detail the themes and findings of both in-person and online outreach done as part of Milestone 2.

3.1 In-Person Outreach

In-person outreach during Milestone 2 was primarily informational and focused on educating community members about the general goals and objectives of the TSP, work done to date, and explaining the purpose and intent of the draft transportation networks. The format of the in-person tabling and canvassing on Fourth Plain also limited the ability of the Project Team to do a “deep dive” with community members on finer aspects of the draft transportation networks. However, general feedback was collected through the dozens of in-person conversations with community members. Key themes and feedback from these conversations are summarized below.

3.1.1 Key Themes and Feedback

- **Growth-related congestion is a concern:** Community members generally agreed that congestion throughout the City is getting worse as Vancouver grows, and that planning for a better transportation system is needed.
- **Prioritize transit:** Many community members stressed the importance of prioritizing bus travel throughout the City. Many people rely on C-TRAN fixed route and Vine BRT service, which should be prioritized in the TSP. In general, there was strong support for the multimodal corridor network proposed in the TSP.
- **Desire for more transportation options:** Several community members mentioned a desire for more transportation options, including safer options for walking, riding a bike, or taking existing transit. The TSP should seek ways of making these options more attractive to give people greater options for getting around town. Community members

were supportive of the multimodal emphasis placed on the complete corridor, bike and small mobility, and pedestrian draft networks.

- **Safety is a priority:** Community members generally agreed that safety should be a leading consideration in the development of the draft modal networks. Regardless of how well-connected the networks appear on paper; they are only as good as they are safe and accessible for as many people as possible.
- While the networks address modal opportunities, the TSP should also prioritize ways of **improving the existing streetscapes** throughout the City. For example, some community members commented that while there's been an increase in interesting murals around town, many of the existing streets in town are not attractive or conducive to more people wanting to walk and bike through them. The modal networks should identify corridors that are also overdue for streetscape and beautification improvements, such as Fourth Plain Blvd.

3.2 Online Open House and Survey

The purpose of the online open house and survey was to share and gather feedback on the TSP draft transportation networks for Walking, Biking and Small Mobility, Transit, and Complete Corridors. Community members were encouraged to share their feedback on these networks as the first step and identifying the projects, policies, and programs that will be incorporated into the Draft TSP in early 2023.

From September 26, 2022 to November 15, 2022, community members had the opportunity to visit the online open house and explore the interactive content to learn more about these networks. During this time, the online open house was visited **403** times and the BeHeard site was visited **225** times. The online open house and BeHeard survey were available in English and Spanish.

In total, there were **42** completed surveys, 41 in English and 1 in Spanish.

3.2.1 Questions

The survey asked the following eleven questions:

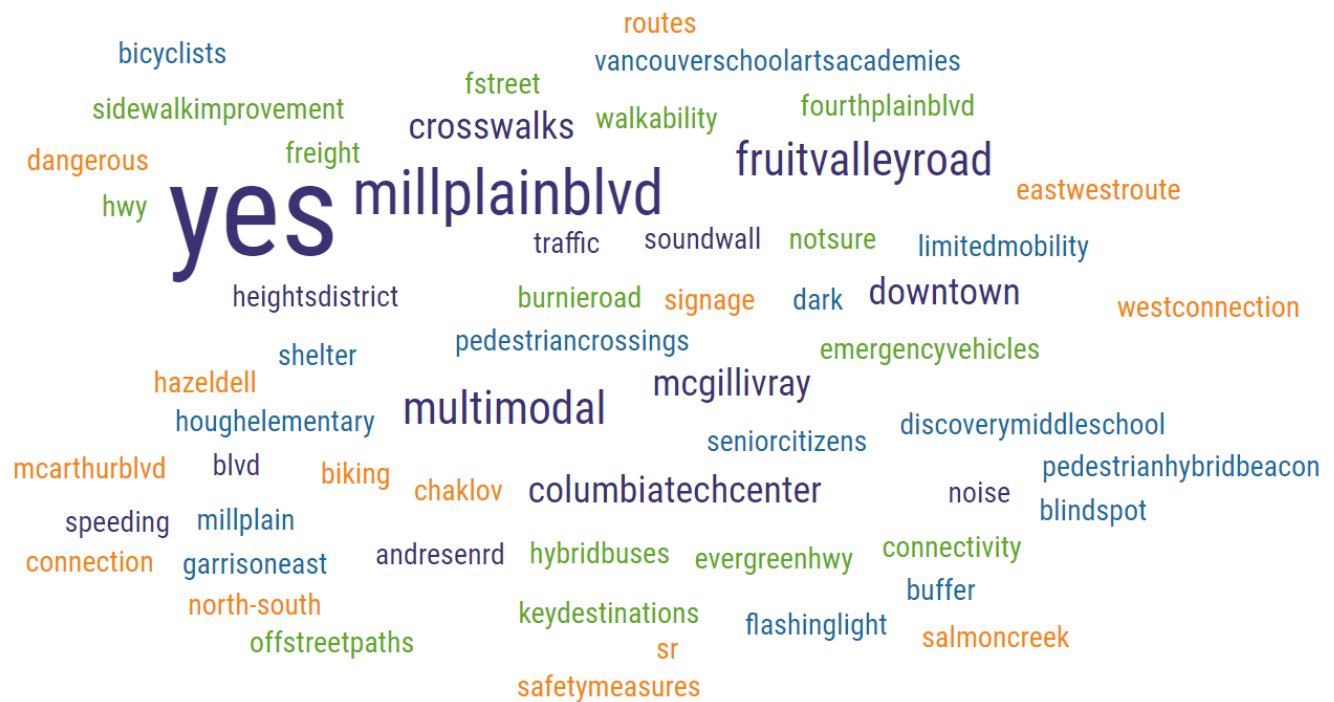
1. **[Multimodal Network Map]** What do you think? Do you agree that these are the most important multimodal corridors for the City to focus on improving over the next 20 years?
2. What are your top three (3) priorities for future investments on multimodal corridors?
3. **[Walking and Rolling Network Map]** What do you think? Is there anything else we should consider when identifying pedestrian corridors?
4. What are your top three (3) priorities for the future walking and rolling network?
5. How comfortable would you feel walking on a busy street with high traffic speeds on the following pedestrian facilities?
6. **[Low-Stress Bicycling and Small Mobility Map]** What do you think? Are these the right corridors for the City to invest in low-stress bicycling and small mobility improvements over the next 20 years?
7. Do you think it's important that the City's future bicycle network provides access to a low-stress facility within every half mile?

8. What three (3) bicycle improvements are most important to you on **quieter neighborhood streets**?
9. What three (3) bicycle improvements are most important to you on **busier neighborhood streets**?
10. **[Enhanced Transit Network Map]** What do you think? Are there any important transit corridors missing from the map?
11. What three (3) types of **enhanced transit investments** are most important to you?

3.2.2 Key Themes and Feedback

3.2.2.1 *Question 1: What do you think? Do you agree that these are the most important multimodal corridors for the City to focus on improving over the next 20 years?*

The response to this question was open-ended, so the findings have been summarized in a couple of ways. The graphic below was created by inserting all the open-ended comments into a “word cloud” generator that displays individual words according to the frequency in which they were used. The words that were used the most (e.g. such as “yes” and “Mill Plain Blvd”) show up in a progressively larger font.



A summary of the open-ended comments is provided below:

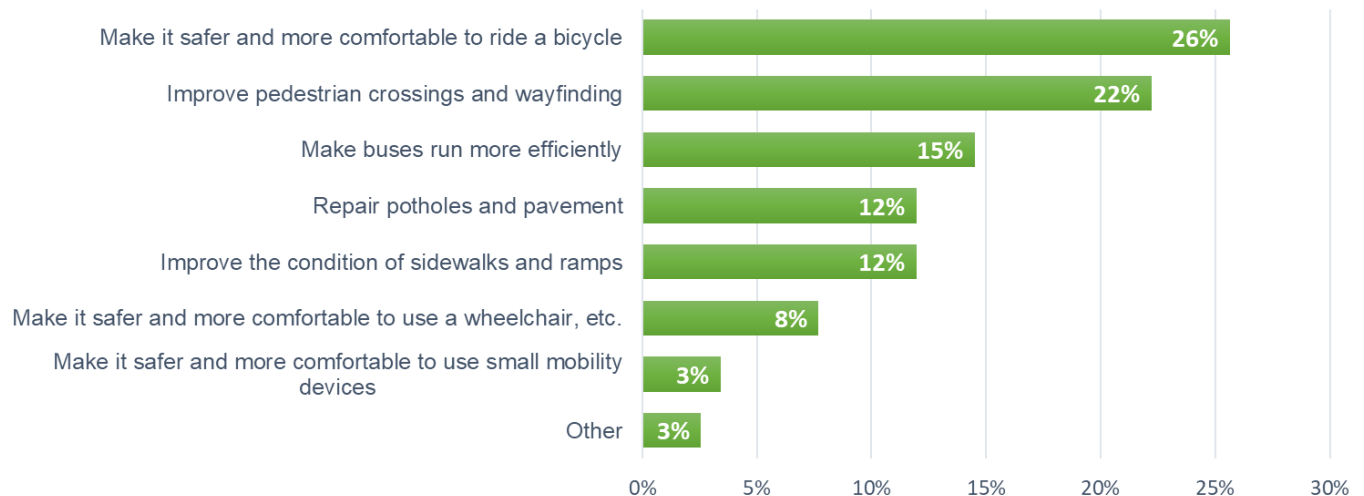
- Respondents generally agreed that the multimodal corridors were the most important ones to focus on.
- The following roads were suggested to be included in the multimodal corridor network many times: Mill Plain Blvd, Fruit Valley Rd, and extending Andresen Rd. Respondents expressed high safety concerns along these roads. Some respondents also noted that

Mill Plain has connections to many medical and commercial services and deserves to be represented in the multimodal corridor network.

- Some respondents noted that the draft multimodal corridors should be wide enough for two-way movement and different active transportation modes, including walking, biking, transit, and small mobility devices.
- The following intersections were suggested to make safer for pedestrians: Fourth Plain Blvd and F St, 164th Ave and McGillivray, and 164th Ave and 34th St.
- One respondent was opposed to the inclusion of SE 34th St claiming that making this a complete street would increase traffic in the context of a growing City. This community member instead suggested SE 20th St since it connects to McGillivray Blvd.
- There were concerns about the corridors not connecting well in an overall network. Some mentioned there's a missing east-west corridor to connect downtown to McGillivray, 162nd Ave, and 192nd Ave.

3.2.2.2 *Question 2: What are your **top three (3) priorities** for future investments on multimodal corridors?*

What are your top three (3) priorities for future investments on multimodal corridors?



- Respondents said that their top three (3) priorities for improving the multimodal corridor were *Make it safer and more comfortable to ride a bicycle* (26%), *Improve pedestrian crossings and wayfinding* (22%), and *Make buses run more efficiently* (14%).
- Respondents also said that improving the traffic flow for vehicles, adding trees to improve air quality and comfort along the corridors, and increasing transit shelters were important priorities.

3.2.2.3 *Question 3: What do you think? Is there anything else we should consider when identifying pedestrian corridors?*

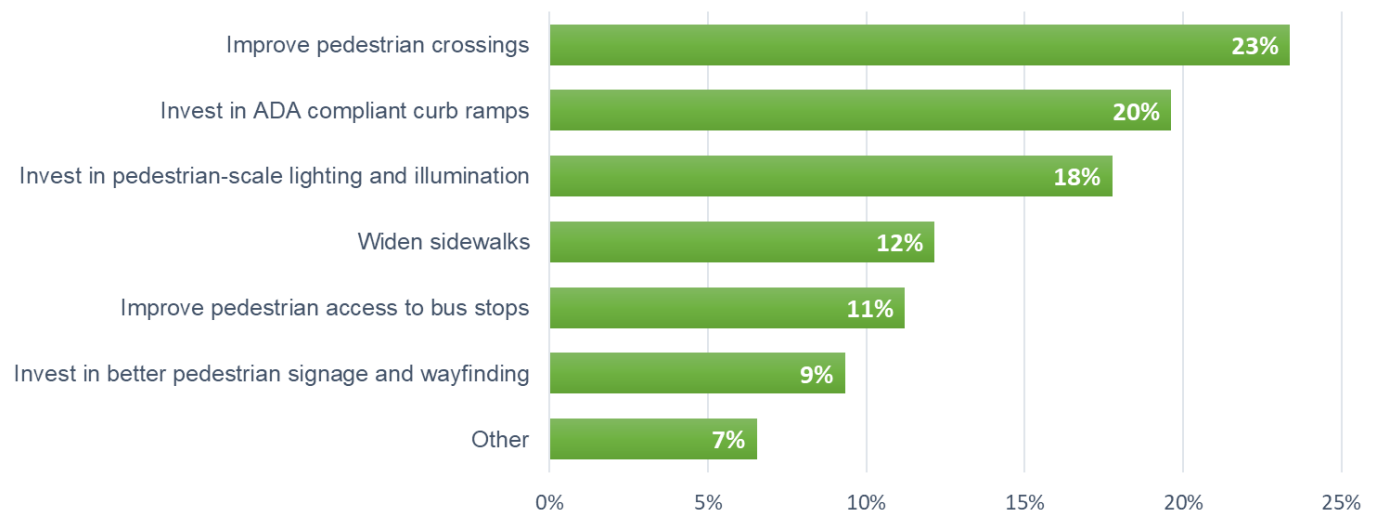
This was also an open-ended question, and the word cloud represents the most common response words:



- Accessibility was the most requested consideration for pedestrian facilities in the City. Safety design like better street lighting, ADA accessible, wider sidewalks and accessible pedestrian signals are important for pedestrian corridors.
- The following streets were suggested as pedestrian corridors to focus on: NE 98th Ave between 9th St and Mill Plain Blvd, SE Evergreen Hwy, and access to 205.
- “Improve walk ability and bicycle safety for neighborhood access to schools... safe for anyone, but especially children.”

3.2.2.4 *Question 4: What are your **top three (3)** priorities for the future walking and rolling network?*

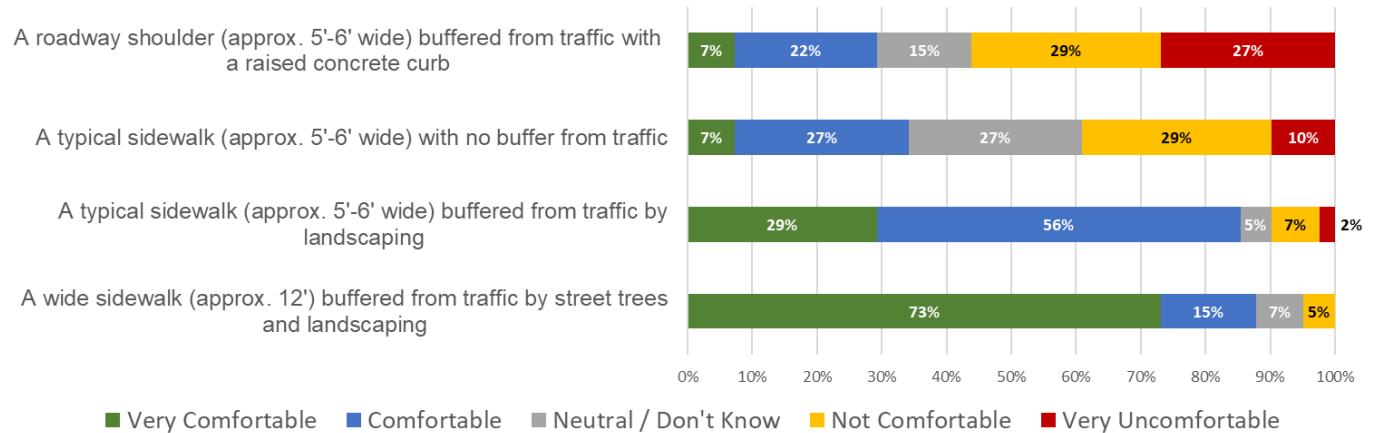
What are your top three (3) priorities for the future walking and rolling network?



- Respondents said that their top three (3) priorities for improving the walking and rolling network were *Improve pedestrian crossings* (23%), *Invest in ADA compliant curb ramps* (20%), and *Invest in pedestrian-scale lighting and illumination* (18%).
- Respondents also said that connecting all neighborhoods, leading pedestrian interval at walk signals, and improving safety near sidewalks by retaining walls were important priorities.

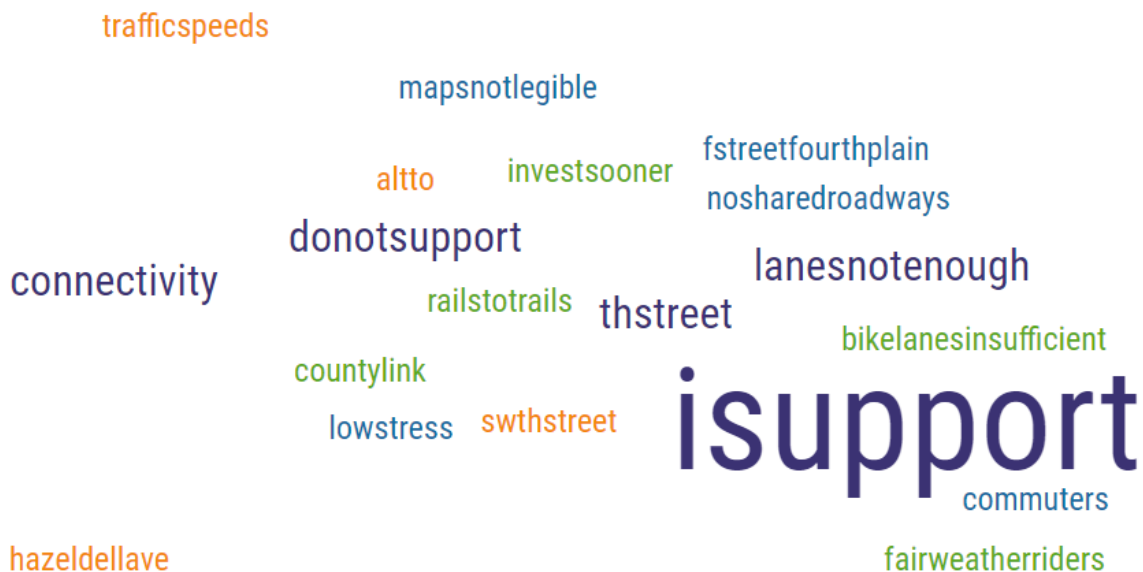
3.2.2.5 *Question 5: How comfortable would you feel walking on a busy street with high traffic speeds on the following pedestrian facilities?*

How comfortable would you feel walking on a busy street with high traffic speeds on the following pedestrian facilities ?



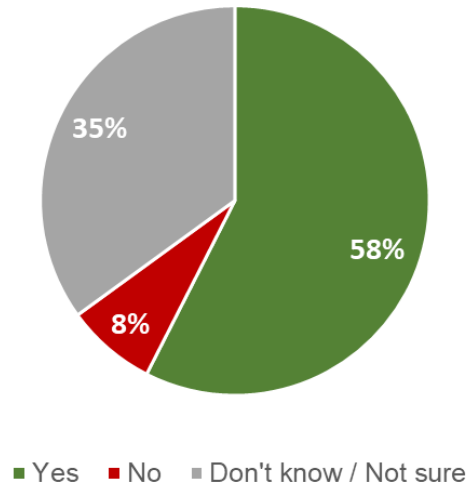
- Most respondents (88%) said they were either *Very Comfortable* (73%) or *Comfortable* (15%) of walking on a wide sidewalk buffered by street trees and landscaping.
- Most respondents (85%) also said they were either *Comfortable* (56%) or *Very Comfortable* (29%) of walking on a typical sidewalk buffered by landscaping.
- More than half respondents said they were *Not Comfortable* (29%) or *Very Uncomfortable* (27%) of walking on a roadway shoulder buffered with a raised concrete curb.

3.2.2.6 *Question 6: What do you think? Are these the right corridors for the City to invest in low-stress bicycling and small mobility improvements over the next 20 years?*



- Most respondents agreed with the corridors identified in the draft bicycle and small mobility network.
- The following roads were suggested to be included to invest low-stress bicycling and small mobility improvements: NE Hazel Dell Ave and the rail corridor heading out to North County.
- There are a few concerns on having bike corridors ranging from their connection to the overall bike network, needing buffered bike lanes, and a few are against investing in bike improvements.

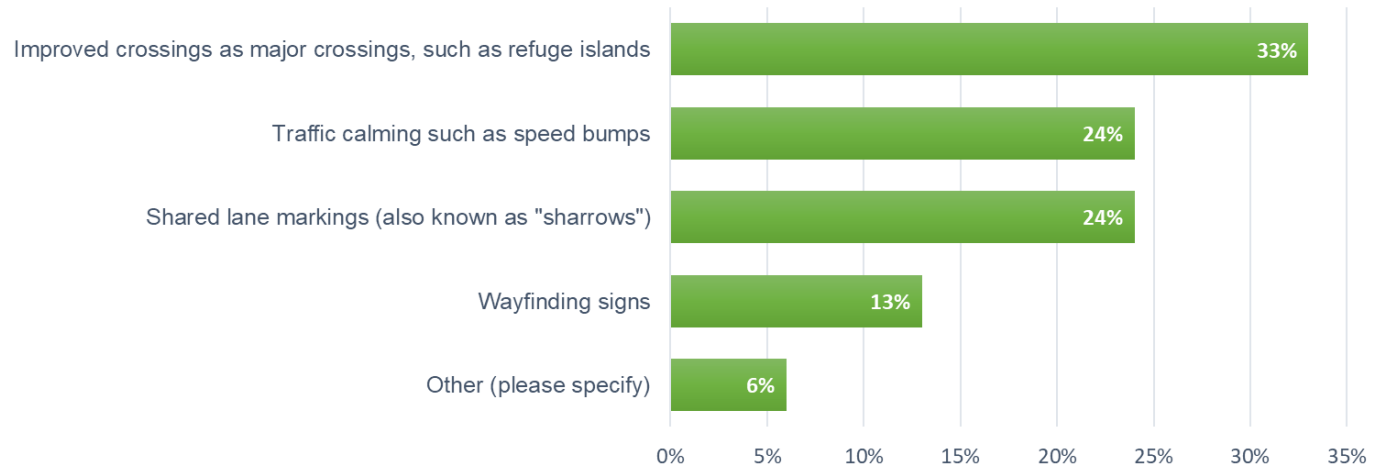
3.2.2.7 *Question 7: Do you think it's important that the City's future bicycle network provides access to a low-stress facility within **every half mile**?*



- More than half of the respondents (58%) said yes, that it is very important that the bicycle network should provide access to a low-stress facility every half mile.
- About 1/3 respondents (35%) don't know or are unsure. And a few respondents said no, it is not important (8%).

3.2.2.8 *Question 8: What three (3) bicycle improvements are most important to you on quieter neighborhood streets?*

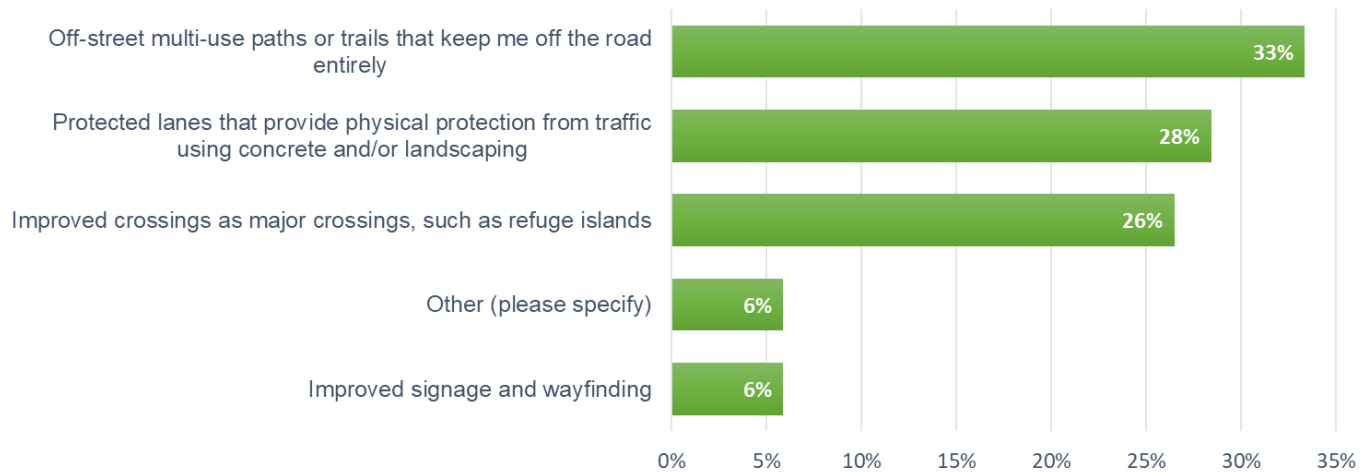
What three (3) bicycle improvements are most important to you on quieter neighborhood streets?



- Respondents said that their top three (3) bicycle improvements for quieter neighborhood streets were *Improved crossings as major crossings, such as refuge islands* (33%), *Shared lane markings (also known as "sharrows")* (24%), and *Traffic calming such as speed bumps* (24%).
- Respondents also said that adding bike lanes, adding more prominent signage than standard sharrow markings, and improving speed limit control were important improvements.

3.2.2.9 *Question 9: What three (3) bicycle improvements are most important to you on busier neighborhood streets?*

What three (3) bicycle improvements are most important to you on busier neighborhood streets?



- Respondents said that their top three (3) bicycle improvements for busier neighborhood streets were *Off-street multi-use paths or trails that keep me off the road entirely* (33%), *Protected lanes that provide physical protection from traffic using concrete and/or landscaping* (28%), and *Improved crossings as major crossings, such as refuge islands* (26%).
- Respondents also said that adding bike lanes, adding slip lanes, and improving connection were important improvements.

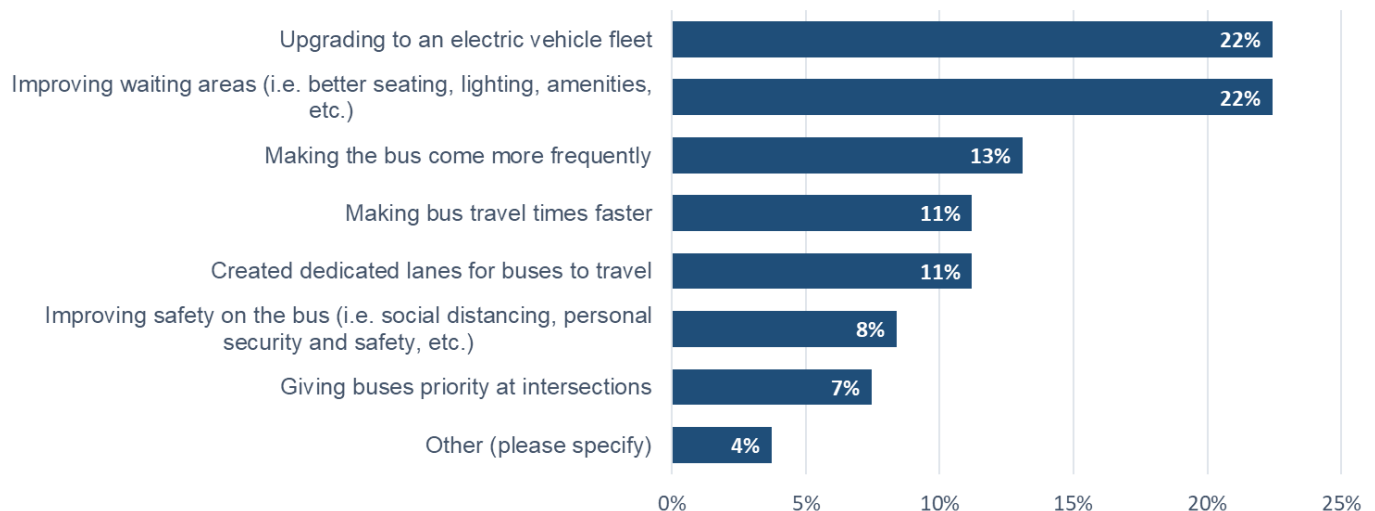
3.2.2.10 Question 10: What do you think? Are there any important transit corridors missing from the map?

This question was open ended and allowed respondents to share any other ideas or comments around improving safety and mobility along the corridor.

- The following roads were suggested to be included as important transit corridors: a connection the Portland Airport, Andresen Rd, Lincoln Ave, 39th St, Fruit Valley Rd, east on 78th street to 152nd Ave, and extend 99th St service.

3.2.2.11 Question 11: What three (3) types of enhanced transit investments are most important to you?

What three (3) types of enhanced transit investments are most important to you?



- Respondents said that their top three (3) enhanced transit investments were *Upgrading to an electric vehicle fleet* (22%), *Improving waiting areas (i.e. better seating, lighting, amenities, etc.)* (22%), and *Making the bus come more frequently* (13%).
- Respondents also said that making the bus convenient and affordable, and adding curbside bus pull-out stops were important improvements.

3.3 Community Roundtable

3.3.1 Questions

The outreach team prioritized asking the following four questions during the community roundtable effort with members of the community:

1. What are the key corridors and network connections you want to see improved?
2. If you had \$1,000 to spend on any of the proposed transportation networks, where would you put it towards?
3. What kinds of treatments would make these networks most useful to you?
4. Anything else?

3.3.2 Key Themes and Feedback

3.3.2.1 *Question 1: What are the key corridors and network connections you want to see improved?*

- Network Connections:
 - Lewis and Clark Regional Trail Concept Plan would connect Camas to Washougal
 - Fourth Plain is major connection of kids walking to school and people getting groceries.
- Lane Reconfigurations:
 - Chkalov Dr/NE 112th Ave, where it crosses Mill Plain Blvd, has seven vehicle lanes and are very wide. This area would be a great opportunity to narrow down the vehicle lanes and add bike lanes and widen sidewalks.
- Improvements that are helpful to low vision and blind community:
 - Majority of folks with low vision/blind use transit. Older population tends to use paratransit more. Cost is a factor as well. Younger population with the training use transit.
 - More connected trail network.
- Sidewalk Improvements and Concerns:
 - There is a need for good sidewalks that are separated from vehicles and bikes. It can be dangerous for people with low vision.
 - Increase budget for sidewalk development compared to vehicle infrastructure. It was expressed it would improve health and safety.
 - Walmart at 20th St and Grand Blvd - Trees on the sidewalk made it very narrow for people to get around them with mobility devices.
- Bike and Mobility Improvements and Concerns:
 - Concerns expressed on design issue of the bike lanes in the City. The bike lanes have deep drainage drains, making them narrower.
 - Concerns expressed on bike share management of bikes being left on the sidewalk and can become a problem.
 - Bikes are not accessible to all families at all levels.
- Enhance transit connections for people walking and rolling.

3.3.2.2 *Question 2: If you had \$1,000 to spend on any of the proposed transportation networks, where would you put it towards?*

Community members suggested they would use the proposed money on the following networks:

- Low-Stress Walking and Rolling Network - \$400
- Enhanced Transit Network - \$300
- Bike and Mobility Network - \$300

3.3.2.3 *Question 3: What kinds of treatments would make these networks most useful to you?*

Community members mentioned the following treatments:

- Lane reconfigurations

- Pedestrian Improvements: Improved crossings, ADA curb ramps, wider sidewalks
- Bike Improvements: Buffered/protected bike lanes, bike parking structure/hitching posts in popular destinations
- Transit Improvements: Bus and right turn lanes
- Speed Management Measures: Traffic bumps, radar signs, etc.
- Tactical Interventions: Low-cost, temporary changes like chicanes, etc.
- Wayfinding and signage

3.3.2.4 *Question 4: Anything else?*

- **Main concern expressed was about traffic and the speed.** Community members support lane reconfiguration to address the speeding issue. It was expressed that SR 500 is good for traffic flow and keeps fast moving traffic off other streets. “Neighborhood traffic slowing is important - bumps, reconfigurations, etc. But slower speeds are going to make people feel safer.”
- Recommendation of creating a city network of bike and walk only trails like the Burnt Bridge Creek trail.

4 Next Steps

Feedback from this second community engagement Milestone will inform the refinement of the draft transportation networks and draft projects, policies, and programs to be included in the Draft TSP. In early 2023, the Project Team will develop materials and an outreach plan for the third and final community engagement period as part of the Vancouver TSP update.

Early outreach in 2023 will include ongoing coordination with more of the City's neighborhood associations and community-based organizations, the publication of the Draft TSP, and a final round of online and in-person engagement to gather public input on the draft plan and projects, policies, and programs. In the Summer of 2023, the Draft Plan will be advanced for adoption, which will include additional public touchpoints through the City's existing protocols, including City Council Hearings and meetings with the Vancouver Transportation and Mobility Commission. The Vancouver TSP is expected to be adopted in Summer 2023, informed by all the public engagement conducted as part of the project.

Community Engagement Milestone #1 Summary

October 7, 2021



vancouver moves

1

Community Engagement Overview

Milestone #1 Engagement Timeline



BeHeard Launch: Jun 2020

"Tell Us Your Transportation Stories" and "Share Your Feedback"



Online Open House: Oct 2020 - May 2021

"Tell Us Your Experience Using the Transportation System"

Online survey and interactive comment map



Community Roundtables: May – Sept 2021

Small group discussions with members of BIPOC, disabled, and low-income communities

Milestone #1 Engagement Timeline



In-Person Events – Aug 2021

East Vancouver and Downtown Vancouver Farmers Markets, Movies in the Park, Party in the Park



Transportation Values Survey: Aug – Sept 2021

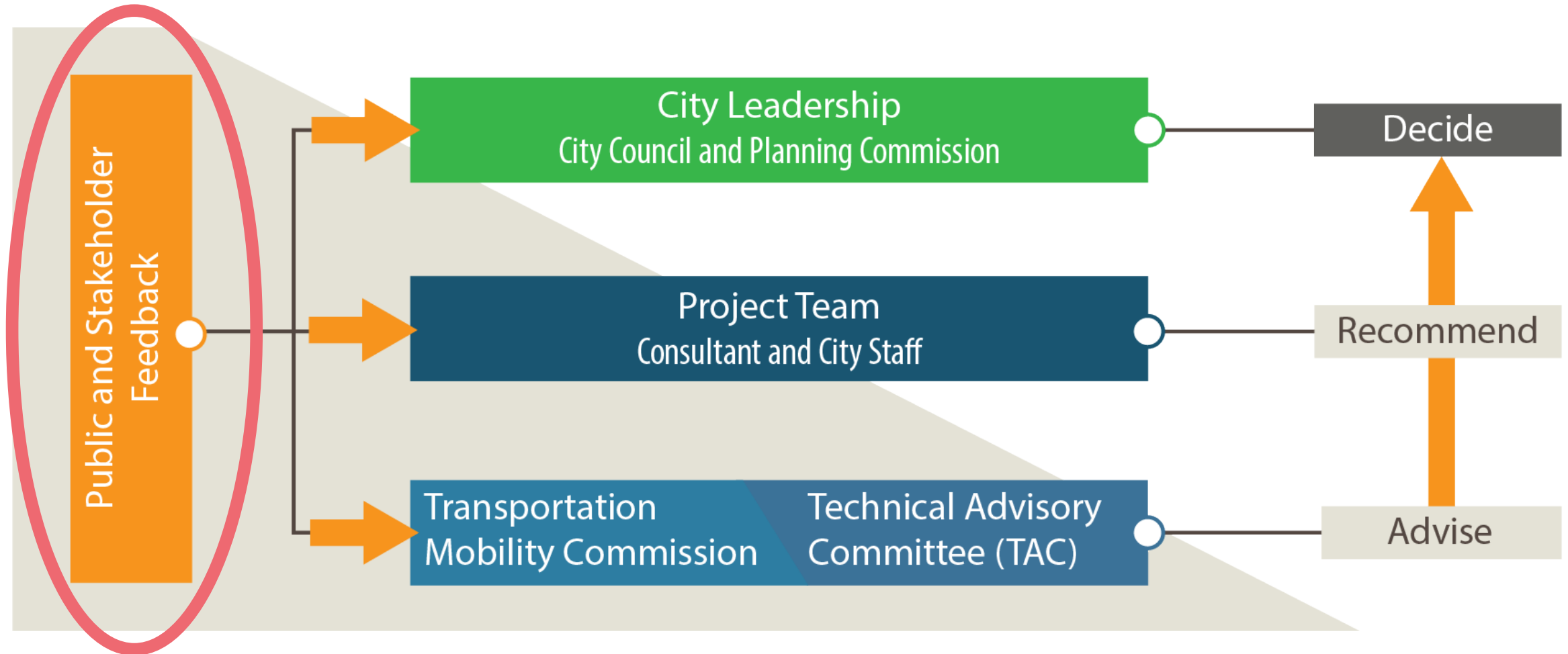
Gather public feedback on transportation values to inform draft TSP goals and objectives



Ads and Notifications – Ongoing

Vancouver Moves Mobility Snapshot, Vancouver TSP Welcome video, Vancouver FAQ Fact Sheet, Vancouver CONNECTS and MESSENGER ads, social media notifications, Vancouver Moves Transportation Stories Videos, direct outreach via phone and email

Public and Stakeholder Framework



2

BeHeard Launch and Online Open House #1

Summary of Activities

BeHeard Launch: Jun 2020

- Public participation website for the entire TSP process
- Project overview, timeline, documents, City contacts, and email sign up
- Portal to online open house, surveys, and open-ended feedback tools:
 - ✓ "Tell Us Your Transportation Stories"
 - ✓ "Share Your Ideas"
 - ✓ Ask a Question
 - ✓ Online Open House Survey – Oct 2020 – May 2021



Online Open House: Oct 2020 - May 2021

- Interactive site and story map: TSP overview and summary of existing conditions
- Included virtual tour of City transportation system
 - ✓ Modal surveys - Feedback on experience traveling in Vancouver
 - ✓ Interactive comment map - Location-based feedback on transportation needs



BeHeard Site – Features



Important Links

[Vancouver Transportation Planning Webpage](#)

Project Documents

[VanTSP_Mobility-Snapshot_2020-8-25.pdf \(653 KB\) \(pdf\)](#)

[What is a Transportation System Plan? \(305 KB\) \(pdf\)](#)

What is Vancouver Moves?

Vancouver Moves is a plan to guide the City's future transportation system. *Vancouver Moves* also serves as the update to the City's [Transportation System Plan](#), last updated in 2004. The plan will explore transportation needs and priorities in partnership with Vancouver residents, employees and visitors.

The Transportation System Plan will examine existing travel conditions for all users of the city's transportation system, including those who drive, walk, bicycle, ride transit or deliver freight. The City will also talk to residents about their transportation priorities, with additional focus on communities that have been historically under-served by [Continue reading](#)

Who's Listening

Jennifer Campos

Principal Planner
City of Vancouver



Francisco Ibarra

Associate Planner
City of Vancouver



STAY INFORMED

Sign up to receive email updates about this project.

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Project Timeline



Spring / Summer 2020
Project Launch



Fall 2020
Transportation system analysis



November 2020
Public Outreach Milestone #1 -
Online Open House, and Survey



Spring/Summer 2021
Ongoing public engagement and
Transportation Values Survey

[SURVEYS](#)

[TELL US YOUR ...](#)

[SHARE YOUR I...](#)

[ASK A QUESTI...](#)

[ONLINE OPEN ...](#)

BeHeard Site – Participation Summary

June 28, 2020 – Oct 11, 2021

VANCOUVER MOVES BEHEARD SITE



TOTAL VISITS

3.9K

MAX VISITORS PER DAY

219

EMAIL SIGNUPS

37

ENGAGED VISITORS

274

INFORMED VISITORS

774

AWARE VISITORS

2.9K



MODAL SURVEYS

60



“TELL US YOUR STORY”

22

“SHARE YOUR IDEAS”

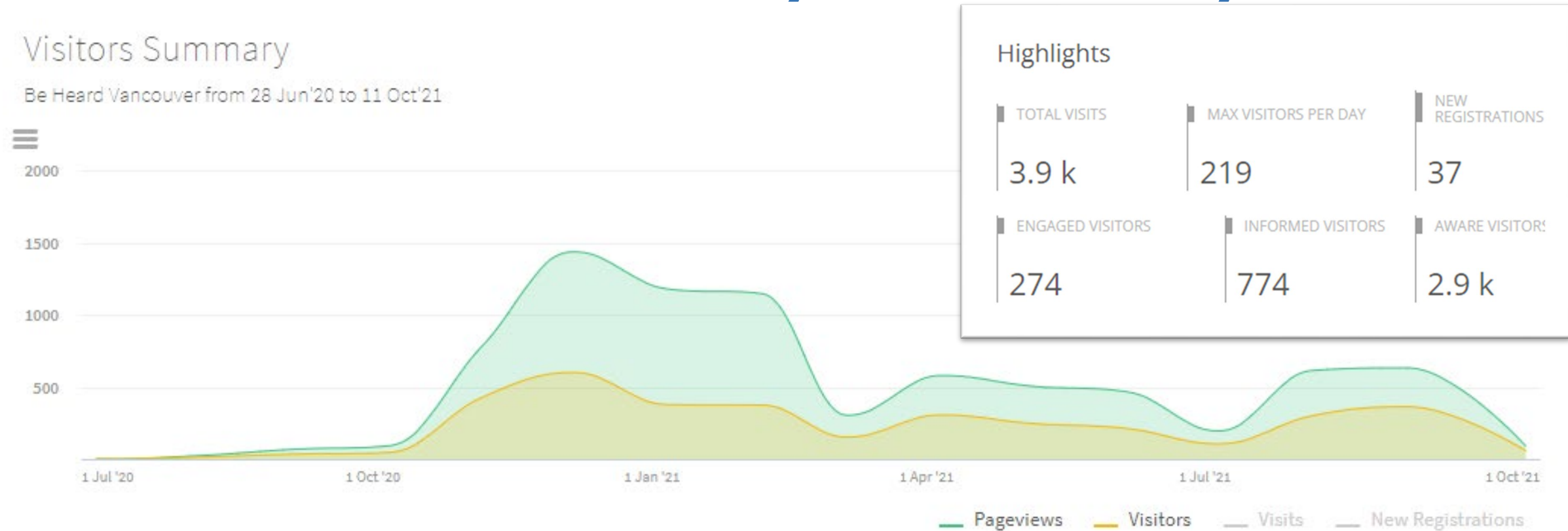
13



TRANSPORTATION VALUES SURVEY

193

BeHeard Site – Site Analytics Summary

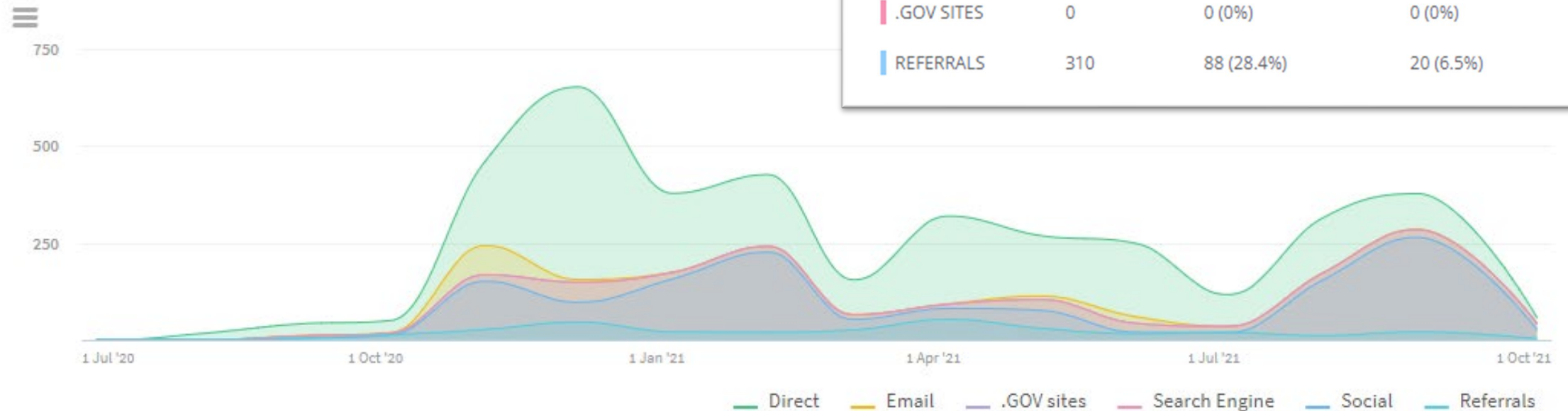


- **Aware:** A visitor is “aware”, if they have made one single visit to the Be Heard site.
- **Informed:** A visitor is “informed” if they have taken the next step and sought to find out more information by clicking on something. This is generally information included in widgets including documents, key dates, etc.
- **Engaged:** A visitor is “engaged” if they contribute or provide feedback to an active tool on the Be Heard site, such as the “Tell Us Your Story”, “Share Your Ideas”, or “Take Our Survey” functions.
- **New Registrations:** A visitor who signs up for a new account on Be Heard

BeHeard Site – Visitor Sources Summary

Visits by Channel

Be Heard Vancouver from 28 Jun'20 to 11 Oct'21



Online Open House – Participation Summary

Oct 1, 2021 – May 31, 2021



ONLINE OPEN HOUSE

TOTAL MODAL SURVEYS

457

MAP COMMENTS

100+

DEMOGRAPHIC SURVEYS

67

EMAIL SIGN UPS

50



STREET SURVEYS

136



TRANSIT SURVEYS

106



PEDESTRIAN SURVEYS

109



BICYCLE SURVEYS

106

Online Open House – Site Analytics Summary

Usage details for the period:

October 11, 2020 - October 11, 2021

Past 12 Months

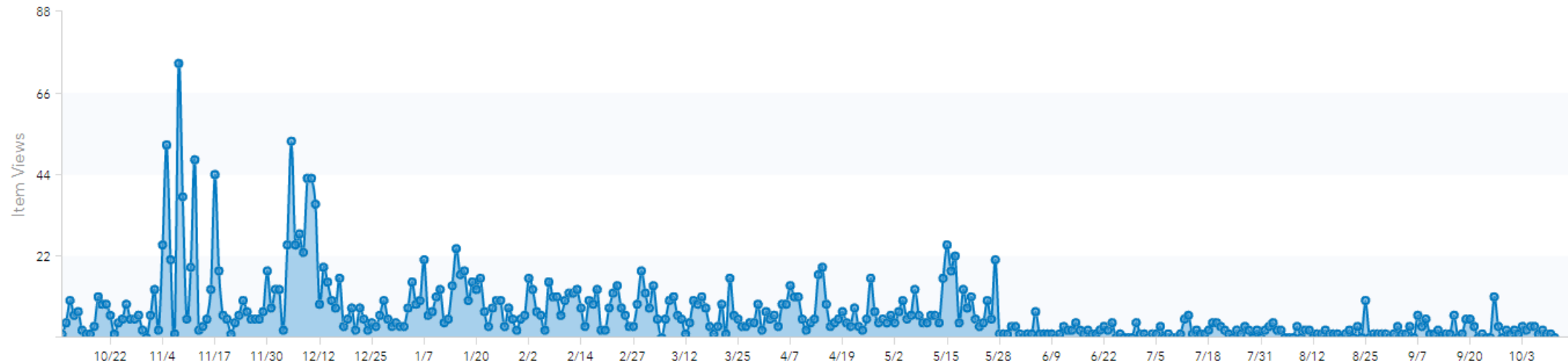
Item Views this Period

2,495

Avg Item Views Per Day

6.84

Usage Time Series

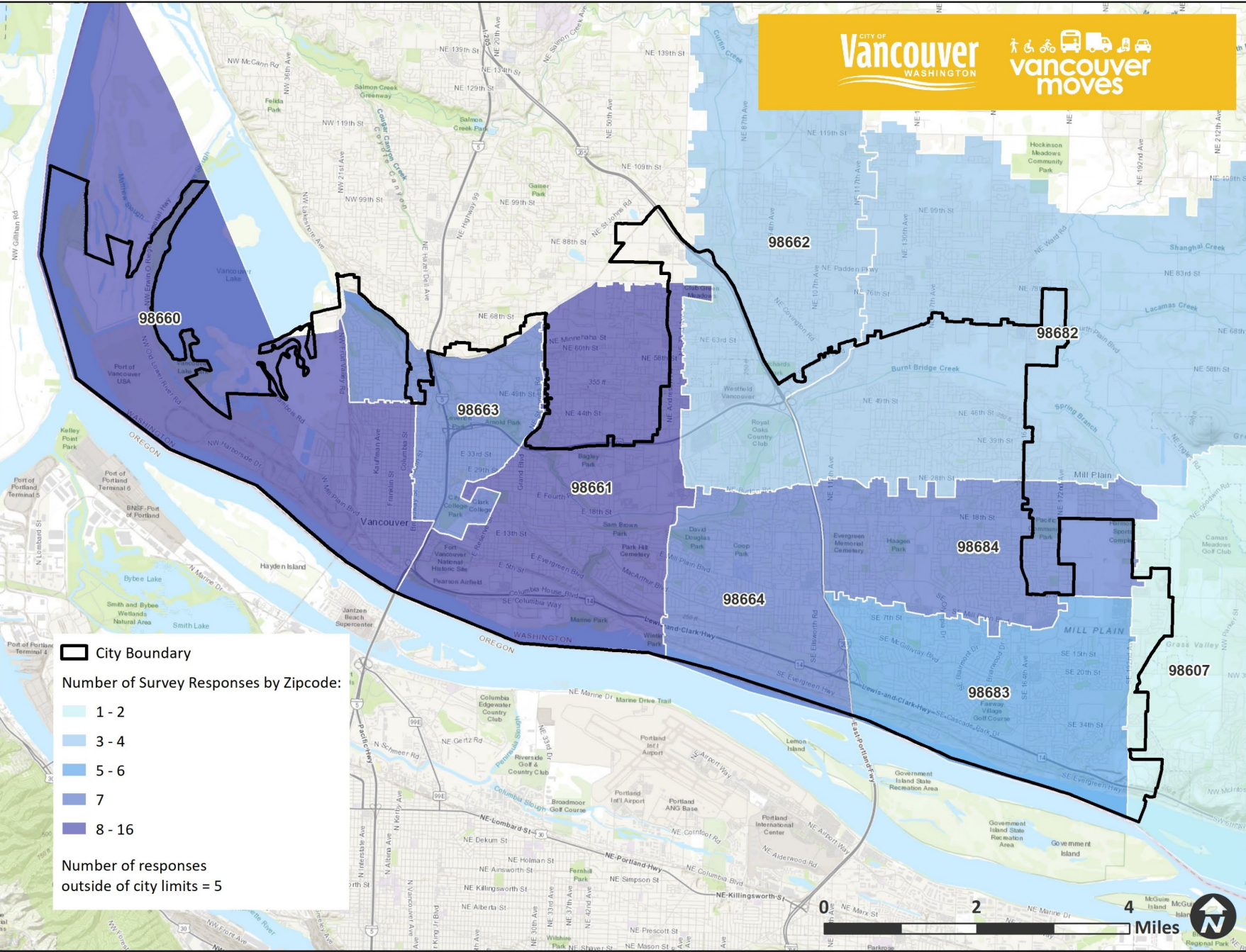


Online Open House - Responses by Zipcode

Oct 1 2020 – May 31, 2021

The map represents only those respondents who included their zipcode in the demographic survey.

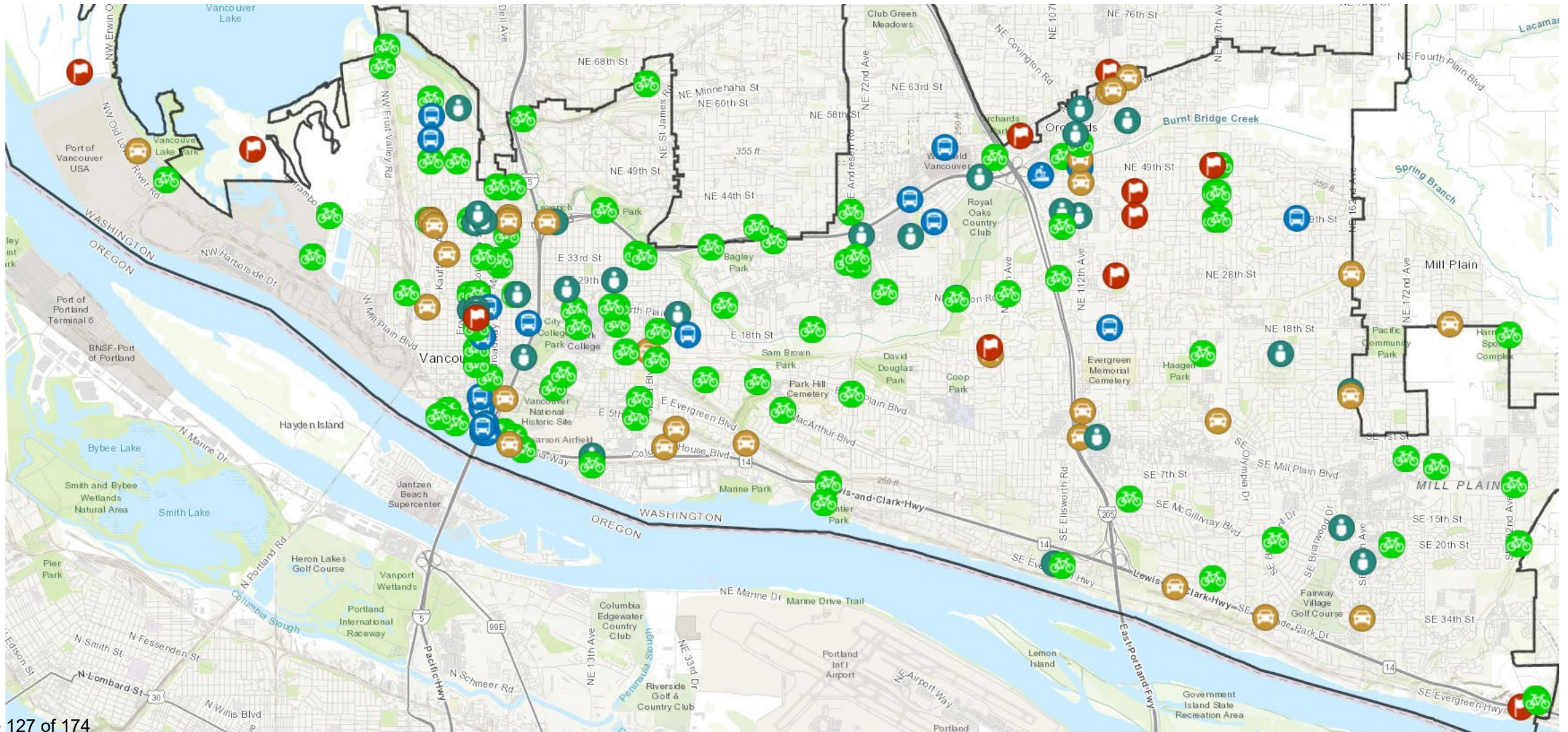
Zipcodes are self-reported.



	Row Label	Grand Total
Five Corners/Orchards Area	98662	26%
Fruit Valley	98660	20%
North Image/Mill Plain/ South Orchards	98682	16%
Hazel Dell	98665	12%
Fircrest/Evergreen	98684	8%
Fisher's Landing	98683	7%
Rose Village	98663	4%
Towards Camas	98607	4%
Ogden/Vancouver Heights	98664	3%
Harney Heights/Meadow Homes	98661	1%
	Grand Total	100%

Online Open House – Interactive Map Comments

Oct 1, 2020 – May 31, 2021



Online Open House – Open-Ended Responses

Oct 1 2020 – May 31, 2021



Community Milestone #1 – Engagement Summary

TOTAL PARTICIPATION
BEHEARD + ONLINE OPEN HOUSE
JUN 1, 2020 - OCT 1, 2021

TOTAL VISITS

6.4K

MODAL SURVEYS

517

MAP COMMENTS

163

EMAIL SIGNUPS

87

TRANSPORTATION VALUES SURVEYS

193

3

Community Transportation Values Outreach

Summary of Activities



Community Roundtables: May – Sept 2021

- Public feedback to support development of TSP draft goals and equity analysis
- Interactive Google Jamboard Activity – “Transportation Values Wheel”
- Six (6) small group discussions focused on engaging equity communities, including BIPOC, disabled, and low-income communities



In-Person Events – Aug – Sept 2021

- Transportation Values Wheel Exercise



Transportation Values Survey: Aug – Oct 2021

- Online launch of Transportation Values Survey to support development of TSP goals and future solutions
- Multiple choice and open-ended format
- Translated into Spanish, Vietnamese, and Russian

Transportation Values

Transportation Values Wheel

- Earth-Friendly
- Equitable Access & Investment
- Healthy Options
- Comfortable & User-Friendly
- Well-Maintained
- Safe
- Easy to Use
- Many ways to get around
- Regional Connectivity
- Reliable Travel Times
- Affordable
- Supports the Economy



Transportation Values – Suggested Definitions

Earth-Friendly

Our transportation system helps to reduce impacts on the climate and our natural environment.

Equitable Access and Investment

The transportation system is accessible and welcoming to people of color, people of all ages, people with disabilities, and other marginalized groups. Investments are made in a way that counteracts historic and current disparities.

Healthy Options

People have transportation options that promote health and well-being, such as walking, bicycling, and using a mobility device.

Comfortable and User-Friendly

People feel comfortable getting around Vancouver whether they walk, bike, take transit, or drive.

Well-Maintained

We take good care of our transportation infrastructure, including streets, sidewalks, and trails.

Safe

Our transportation system keeps people safe through physical infrastructure and a culture of safe behavior.

Easy to Use

Vancouver's walking, bicycling, and street networks are easy to access and navigate.

Many Ways to Get Around

People have multiple convenient options to get where they need to go.

Regional Connectivity

Vancouver's transportation system connects seamlessly with nearby communities.

Reliable Travel Times

The amount of time it takes to get places is consistent from day to day.

Affordable

People have transportation options that fit their budget.

Supports the Economy

Our transportation system supports the economy by getting people to work and allowing goods and freight to move efficiently.

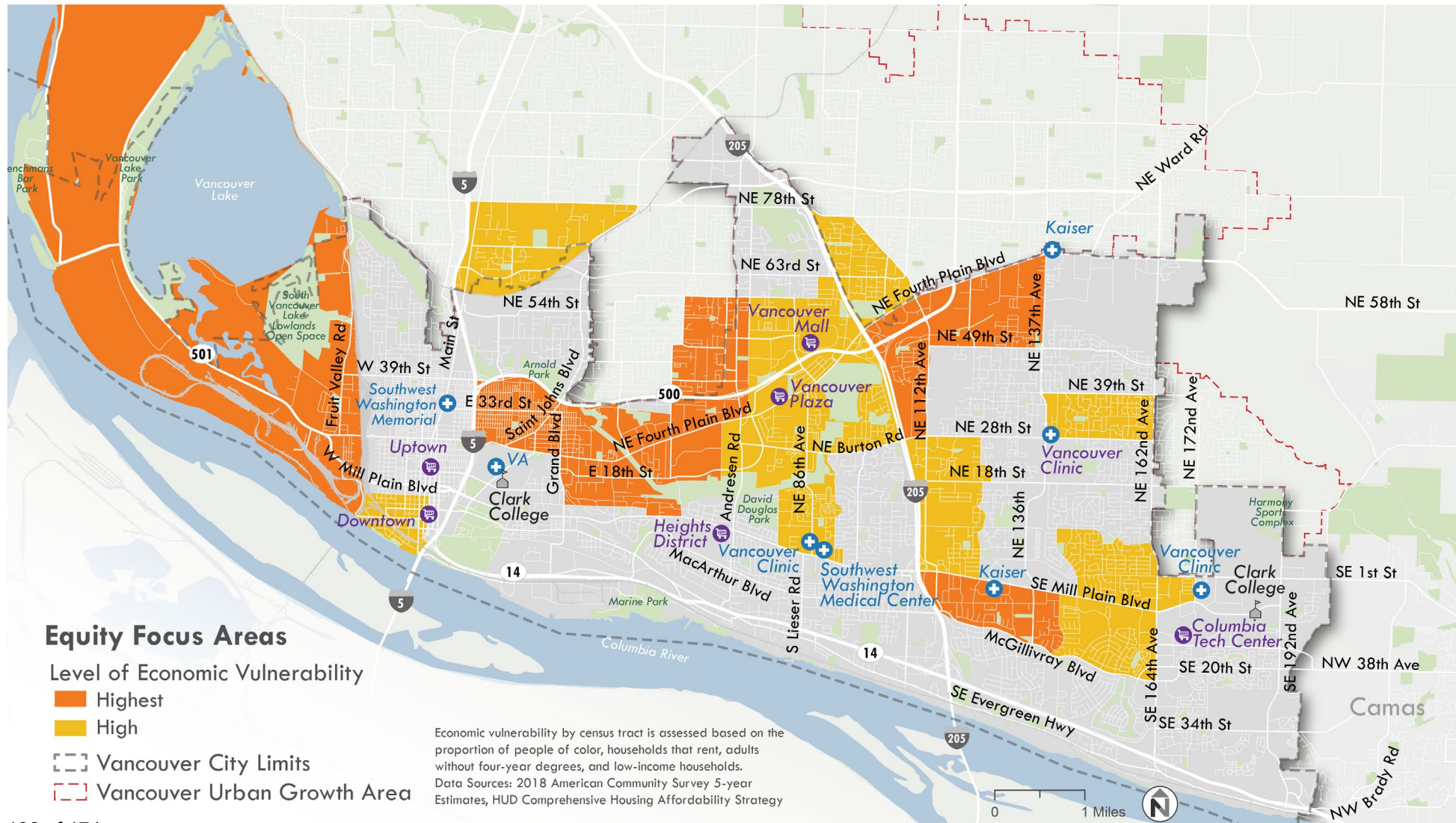
Community Roundtables – Summary of Events

Event	Date	Communities Represented
Community Roundtable #1	May 19, 2021 (AM)	• NAACP and people of color • Poverty to Power and people with lower incomes • Transit riders • People living with disabilities
Community Roundtable #2	May 19, 2021 (PM)	• People with low-vision or who are blind • College students • People of color and immigrants • Transit riders • People with lower incomes
Community Roundtable #3	Jun 15, 2021	• People with low-vision or who are blind • Meals on Wheels and homebound adults • Transit riders • People with needs across the river

Community Roundtables – Summary of Events

Event	Date	Communities Represented
Community Roundtable #4	Aug 3, 2021	• Council for the Homeless • People with limited housing options • People with lower incomes • TNC users (Lyft / Uber) • People of color
Community Roundtable #5	Aug 20, 2021	• People living with disabilities • Transit riders – CVAN and paratransit • People with lower incomes and limited housing options • People who must walk or use a mobility device to meet their daily needs
Community Roundtable #6	Sept 21, 2021	• Bike Clark County • Vancouver Bicycle Club

Community Roundtables – Equity Discussion



Community Roundtables – Jamboard Activity

- ✓ Select any color stickies you like
- ✓ Select your top three transportation values
- ✓ Click/tap, drag, and drop stickies on the wheel
- ✓ Watch the wheel get filled out in real-time
- ✓ Discuss results afterwards

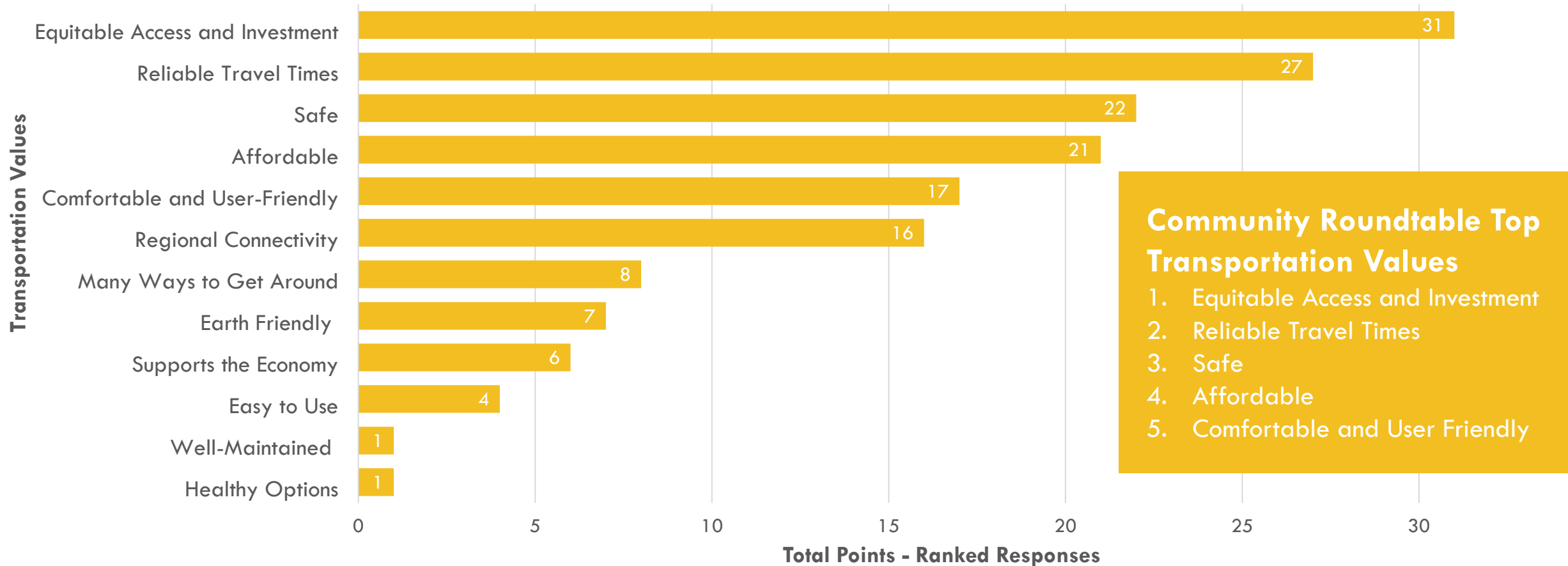


Community Roundtables – Example Feedback



Community Roundtables – Response Summary

Community Roundtables - Transportation Value Responses



Transportation Values Survey

- Aug – Oct 2021 on BeHeard.org/VancouverMoves

Share your feedback on values



- Please select **your top three (3) transportation values** from the wheel shown above.

- | | |
|--|--|
| ☐ Earth-friendly | ☐ Equitable access and investment |
| ☐ Healthy options | ☐ Comfortable and user-friendly |
| ☐ Well-maintained | ☐ Safe |
| ☐ Easy to use | ☐ Many ways to get around |
| ☐ Regional connectivity | ☐ Reliable travel times |
| ☐ Affordable | ☐ Supports the economy |

Please note: Your top three values does not imply that the other values on the wheel are not important or will not be considered in the Transportation System Plan. The plan will address all of the values shown.

- Please explain your answers in the space below.

Please add your comment here...

Submit

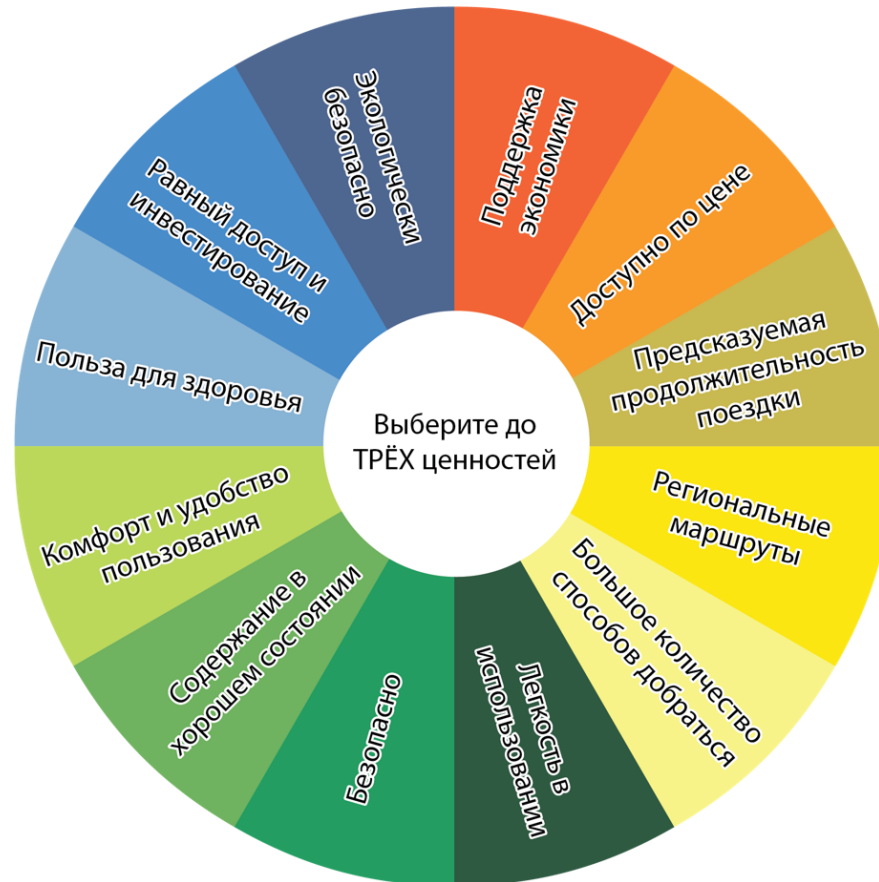
Transportation Values Survey - Translations

English

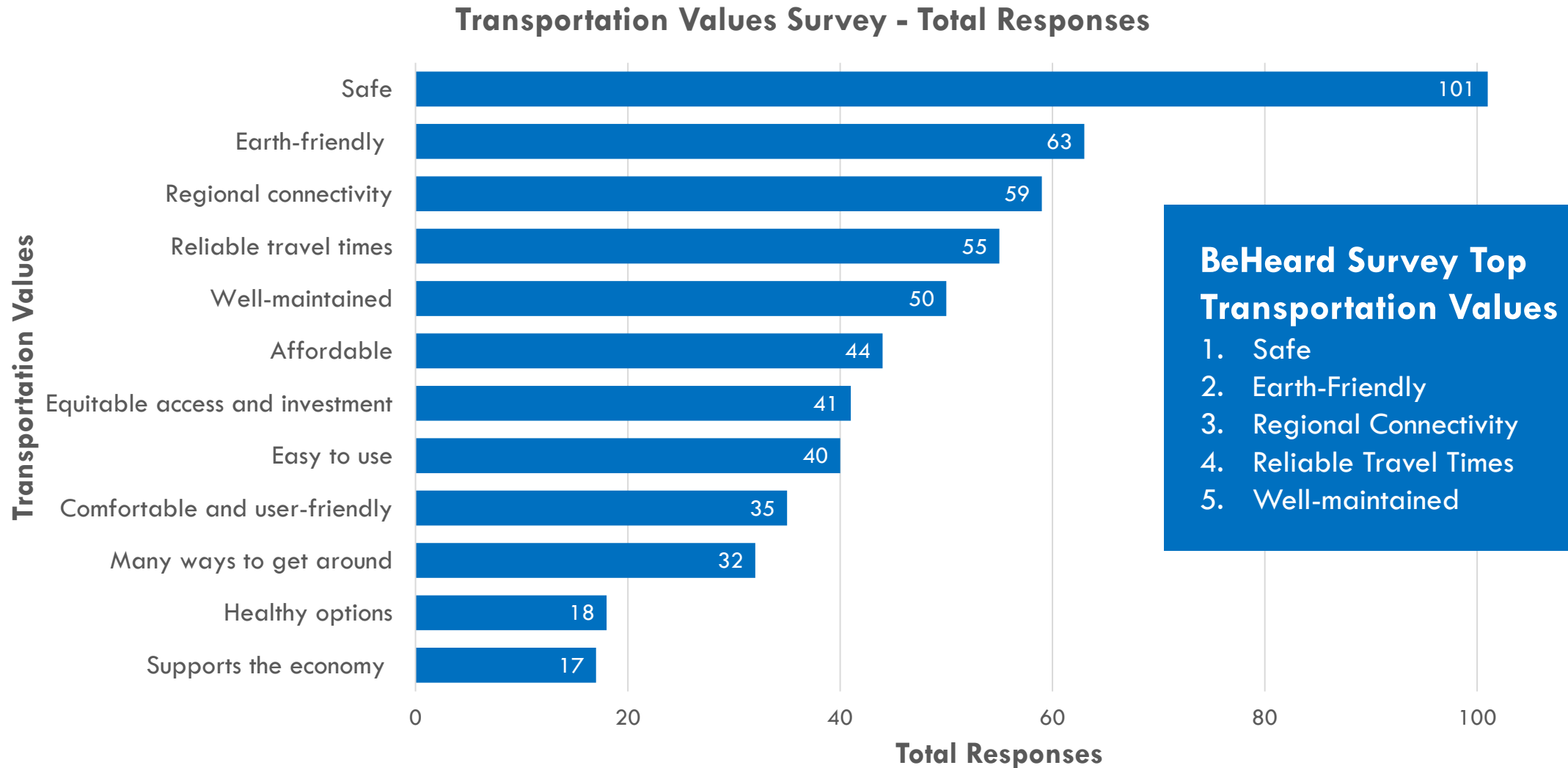
Español

Tiếng Việt

русский



Transportation Values Survey – Response Summary

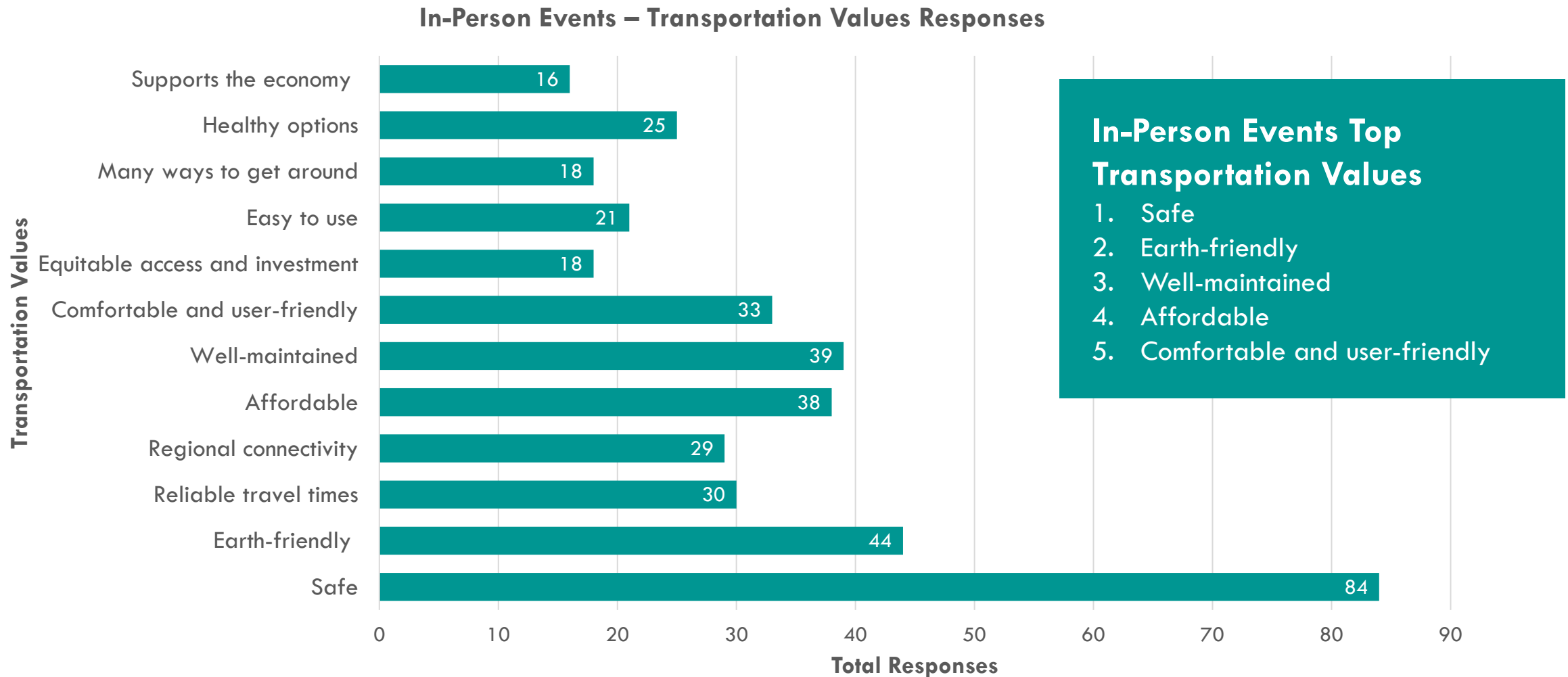


In-Person Outreach Events

Event	Date
East Vancouver Farmers Market	Aug 5, 2021
Movies in the Park	Aug 6, 2021
Downtown Farmers Market	Aug 14, 2021
Party in the Park	Aug 19, 2021
Party in the Park	Aug 26, 2021
Downtown Farmers Market	Sept 25, 2021



In-Person Outreach Events – Response Summary



Transportation Values – Total Combined Feedback*

Transportation Values - Response Totals

May 28 - Sept 30, 2021



Top Transportation Values

1. Safe
2. Earth Friendly
3. Reliable Travel Times
4. Regional Connectivity
5. Affordable

* Accounts for feedback from Community Roundtables, In-Person Outreach, and Transportation Values Survey

4

Ads and Notifications

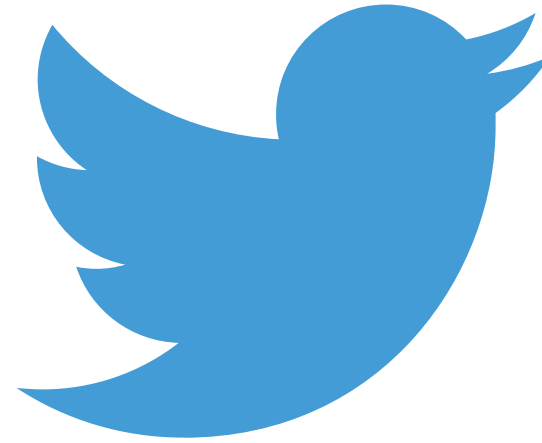
Ads and Notifications



Summary

- Vancouver Moves Mobility Snapshot
- Social Media Posts and Notifications: Facebook, Twitter, and NextDoor
- Vancouver TSP Welcome video
- Vancouver FAQ Fact Sheet
- Vancouver CONNECTS article
 - Monthly Citywide e-newsletter on local events and happenings in Vancouver
- Vancouver MESSENGER article
 - City e-newsletter and web page focused on information for older adults and 50+ community members
- Vancouver Moves Transportation Stories Videos
- Direct outreach via phone and email

Social Media



Social Media – Facebook Posts

Vancouver, Washington City Government
23h · 🌐

As the streets improve and design new ones, what does it consider important?

Vancouver Moves, a great transport planning initiative, will help determine the City's design standards. Here's your chance to step in.

Regardless of what your means of transportation in the city, visit the Vancouver Moves online open doors event to learn more about the current transportation situation and share your opinion in a short survey ➡ www.BeHeardVancouver.org/VancouverMoves

🔗 · See original · Rate this translation



2 1 Share

Vancouver, Washington City Government
January 15 · 🌐

Traffic too congested?

Vancouver Moves, a major City transportation planning effort, will look at acceptable traffic levels on major City streets. You can help shape the future of transportation.

Whether you walk, roll, bike, drive or take transit to get around, visit the Vancouver Moves Online Open House to learn more and take a brief survey ➡ www.BeHeardVancouver.org/VancouverMoves



You and 6 others 4 Shares

Like Comment Share

Vancouver, Washington City Government
November 25, 2020 · 🌐

We're making moves on a new Citywide transportation system plan.

Please join us in our online open house to provide feedback about the current transportation system and share your ideas for how to improve it ➡ www.BeHeardVancouver.org/VancouverMoves



17 10 Comments 4 Shares

Like Comment Share

Social Media – Translations

Vancouver, Washington City Government
November 12, 2020 · 🌐

Help us create a transportation system that is safe and reliable for everyone! 🚶🚲🚌🚚🚗

Vancouver Moves is a Citywide transportation system planning process to help us tackle current and future transportation needs for every resident, business and visitor to Vancouver.

Join us in our Online Open House to learn more and participate 📄
www.behardvancouver.org/vancouvermoves




8 🍌 2 Comments 3 Shares

Like Comment Share

Vancouver, Washington City Government
November 15, 2020 · 🌐

La Ciudad de Vancouver lanzará un nuevo plan llamado Vancouver Moves (Vancouver se mueve) para satisfacer las necesidades de transporte actuales y futuras en la Ciudad.

¡Participe con nosotros! El 12 de noviembre de 2020, la Ciudad lanzará un evento de puertas abiertas en línea para ofrecer una descripción general del proyecto e información acerca del sistema de transporte actual en Vancouver. El evento de puertas abiertas en línea también es una oportunidad para que nuestr... [See More](#)

See Translation




5 🍌

Vancouver, Washington City Government
November 15, 2020 · 🌐

Город Ванкувер приступил к реализации нового плана Ванкувер в движении, разработанного с целью удовлетворения текущих и перспективных транспортных потребностей города.

Ждем вашего участия! 12 ноября 2020 года в нашем городе была запущена Программа открытых дверей онлайн. В рамках этой программы предоставляется необходимая информация о проекте и рассматриваются актуальные вопросы, касающиеся транспортной системы Ванкувера. Программа открытых дверей онлайн также дает возможно... [See More](#)

See Translation

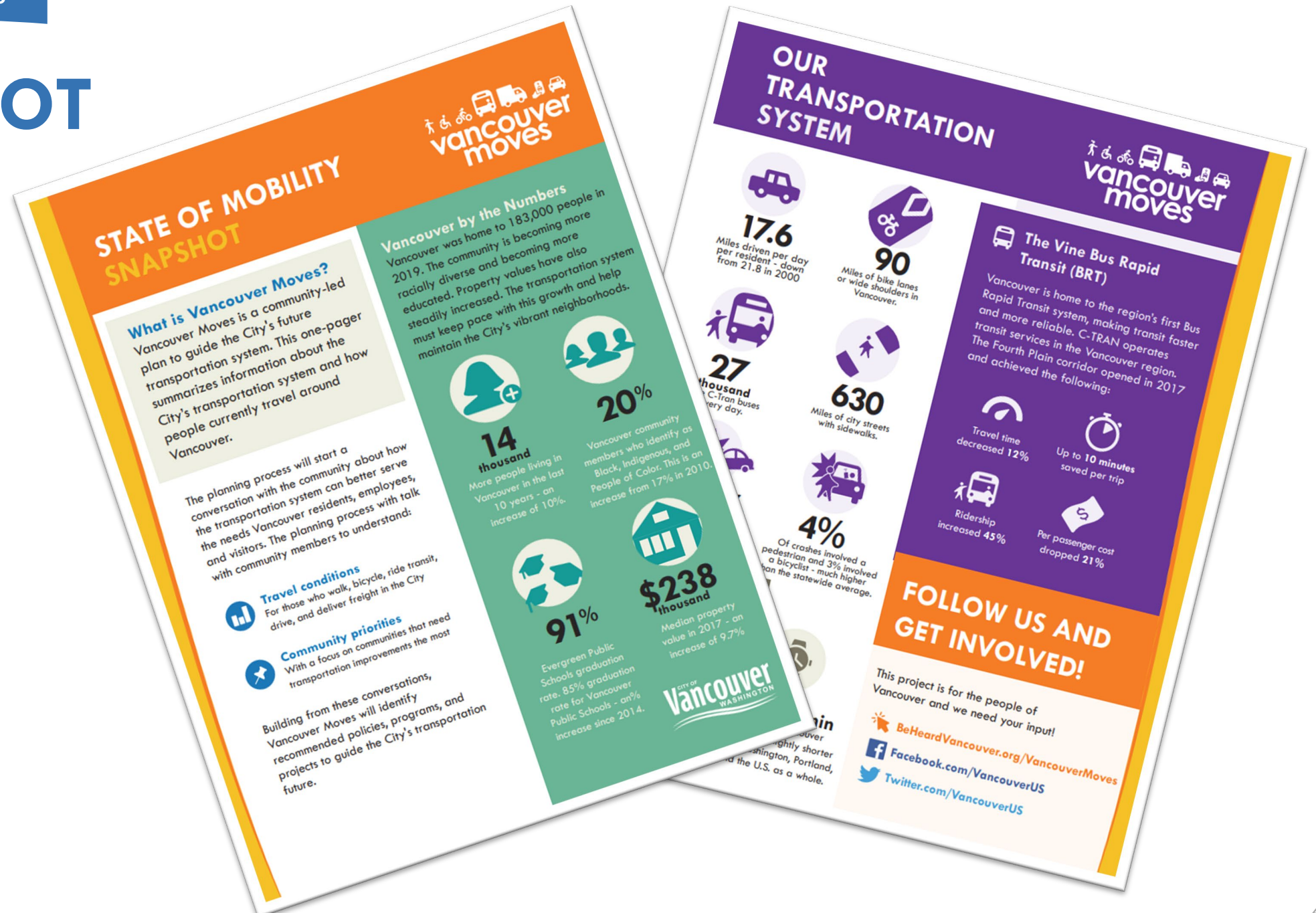



7 🍌

Video – CITY FOCUS Introduction by Staff



SNAPSHOT



FACT SHEET



Fact Sheet Title Here

2

What transportation modes will be included in the TSP?

The TSP will include specific plans for each mode of transportation as well as multimodal plans for each area of the City. The purpose of creating and then integrating these individual plans into a single plan is to identify and resolve where priority areas for each mode overlap. The TSP will include modal plans

- Driving
- Walking
- Biking
- Transit
- Freight
- Emerging mobility such as electric bikes and electric scooters

an opportunity to participate in the process to update the TSP?

the community is a critical component of the TSP update. In response to the onset of the early 2020, the City continues to adapt to the evolving public health crisis by adjusting the out to business and residents about City projects. A primary goal of the TSP update is to involving historically excluded communities so these community members' voices are a

the important final outcomes of the TSP?

include a new vision for how the transportation system should be developed and new goals, objectives, and tools to help implement the vision. Some of these

analysis dashboard
 roadmap
 ance measures
 SP tool
 ing of projects
 standards

be implemented?

y's transportation investments for the next 20 years. The City will described in the TSP by developing transportation policies, and creating a transportation finance plan. Projects and programs mented not only by the City but also by other partners such as private re, and federal agencies, and community-based organizations.



To request other formats, please contact:
 Name or Department | (360) 487-xxxx | WA Relay: 711 | xxx@cityofvancouver.us

Publications – Vancouver CONNECTS

- Introduce TSP, invitation to participate at BeHeard and Online Open House #1
- CONNECTS Nov 2020
- The Messenger, Mar 1; Jun 30, 2020
- Digital ads on City website



Provide Input on the Future of Our Transportation System

Vancouver Moves is a City planning process that will explore our transportation needs and priorities over the next year by talking with Vancouver residents, workers and visitors. Learn more and get involved!

[Share your transportation stories & ideas](#)

The **Messenger**
Boomers and Beyond – Clark County, WA

5

Findings and Key Themes

Existing Conditions – Transportation Priorities

Streets



- **Make it easier to walk, bike, or ride transit** – most survey respondents ranked this as the top priority for improving Vancouver’s street system.
- **Address network barriers** – Addressing network connectivity and transportation barriers throughout the city was one of the most frequently identified transportation needs regardless of transportation mode.
- **Improve traffic safety** – Traffic safety was the highest priority for improving the City’s street system. Speeding was noted as a mobility challenge for all road users.
- Other needs were reducing congestion during rush hour and more direct connections throughout the City

Existing Conditions – Transportation Priorities

Bicycle and Pedestrian System



- **Improving the non-motorized network is a community priority** – Approximately 70% of survey participants rated Vancouver’s pedestrian (sidewalks, trails, and crossings) and bicycle networks as “needing work.”
- **Addressing traffic safety is the most important improvement to the City’s walking, cycling, and rolling network**, whether perceived or real. High traffic speeds, lack of designated facilities, lack of traffic calming, and disobeying posted speed limits were noted as key challenges.
- **Exercise and walking to neighborhood parks** were the top places community members said they want to walk to. Running errands and walking for social excursions/just for fun were also highly rated.

Existing Conditions – Transportation Priorities

Bicycle and Pedestrian System



- **More than half of all respondents (59%)** said that the City's bicycle network needs work. Less than a quarter said the existing system of bike routes and trails was adequate.
- **Most respondents (51%) said they feel somewhat unsafe riding a bike in the City.** Those who feel safe or very safe accounted for 22% of responses, with the remaining saying they feel very unsafe.
- **The main barriers to cycling comfortably in the City** are inadequate existing bike lanes, aggressive drivers, a lack of bike lanes in some places, and unsafe crossings.

Existing Conditions – Transportation Priorities

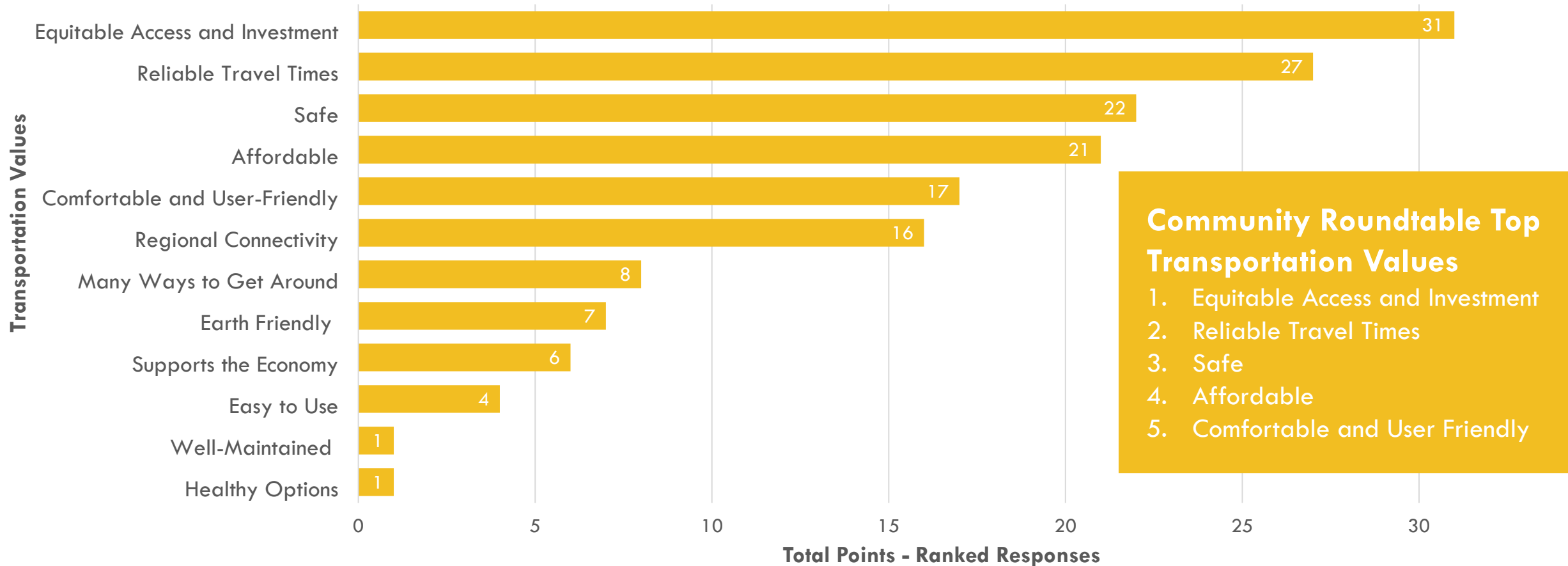
Transit System



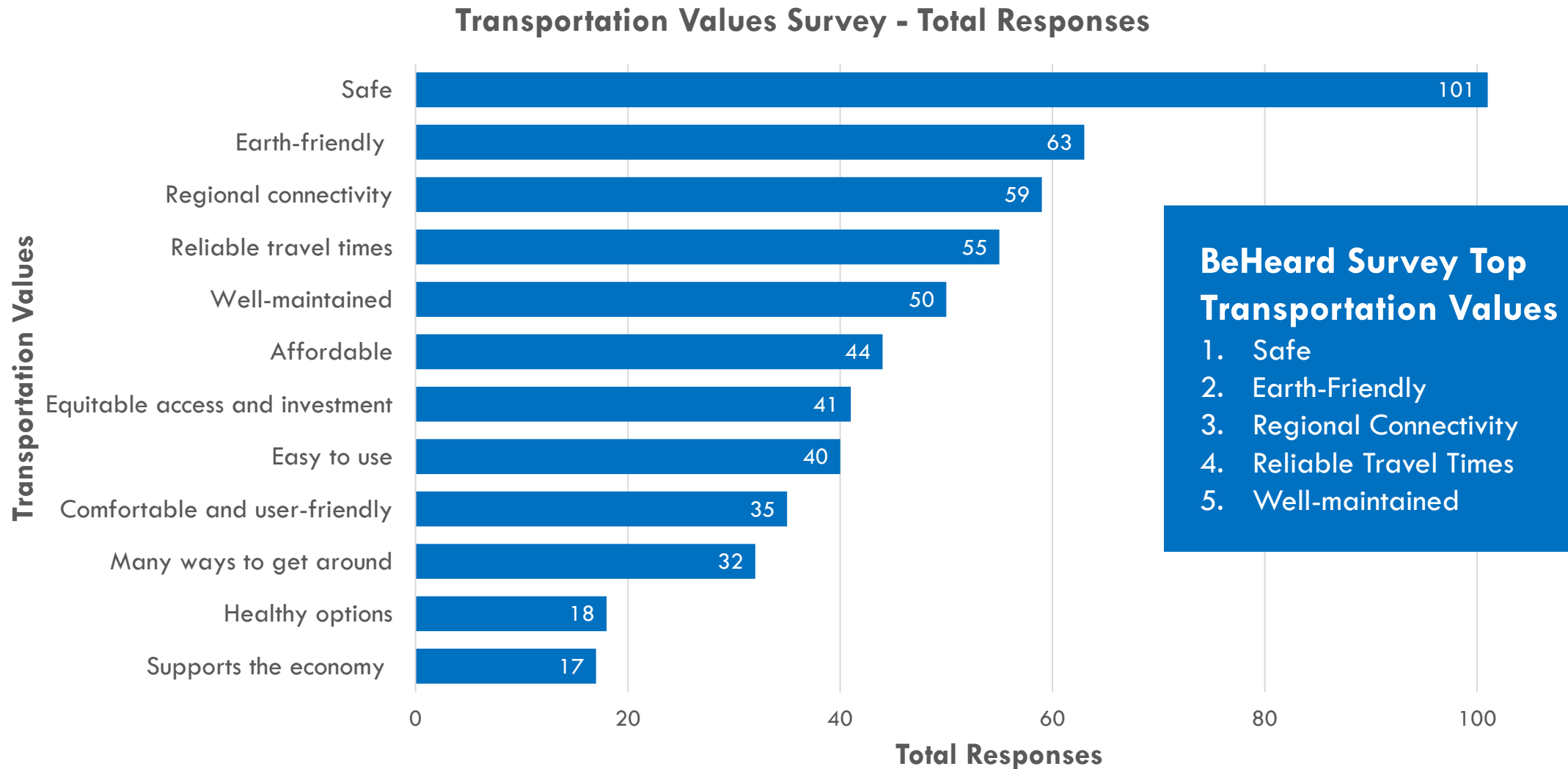
- **Approximately 80% of survey respondents ride C-TRAN rarely or never.** Future efforts will seek more focused input from regular transit riders.
- **Improve transit service** – Increased frequency and reliability of C-TRAN services is important to commuters, especially those who work early in the morning, late at night, and on the weekends.
- **Approximately 30% of those who rode C-TRAN prior to the pandemic** stopped either due to working from home or because of health concerns.
- The top priorities for improving the transit system are expanding The Vine BRT, making it easier to walk to the bus, improving bus stops (shelters, seating, lighting), and bus lanes/signals to speed up transit travel times.

Community Roundtables – Response Summary

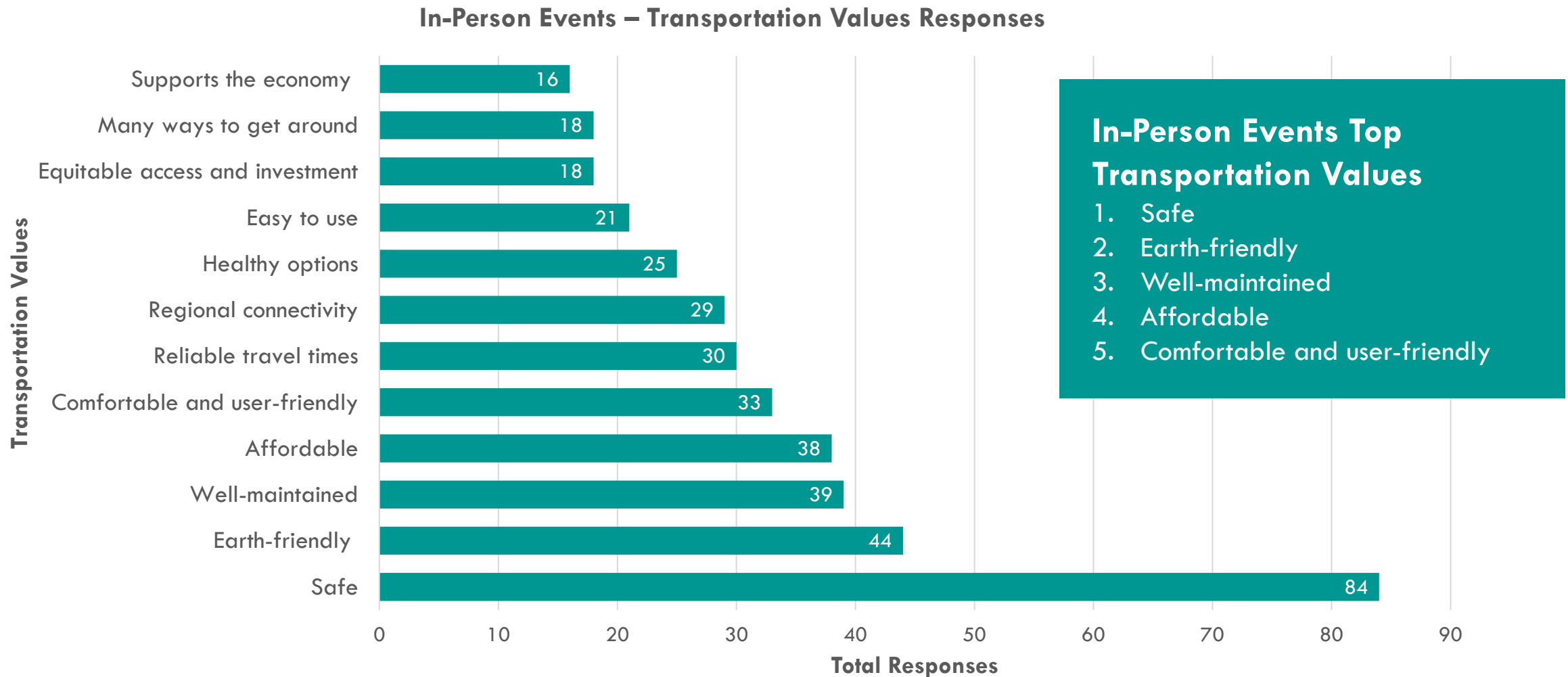
Community Roundtables - Transportation Value Responses



Transportation Values Survey – Response Summary

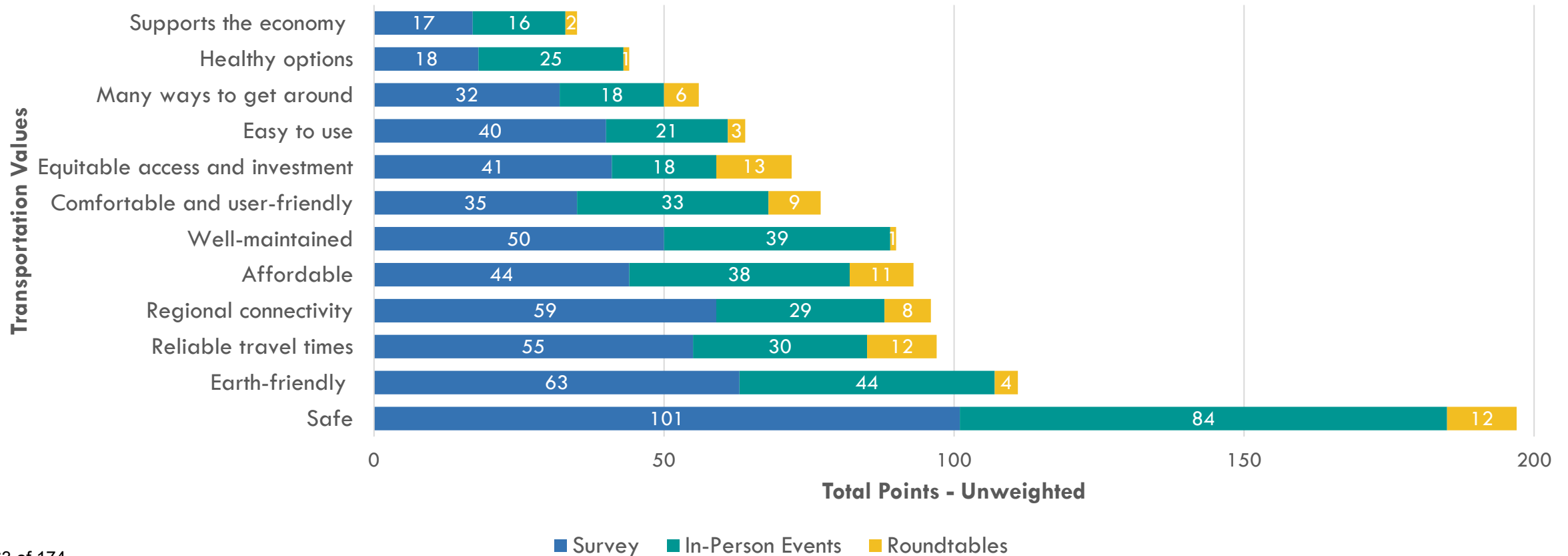


In-Person Outreach Events – Response Summary



Transportation Values – Total Combined Feedback by Source

Transportation Values - Responses by Source
May 28 - Sept 30, 2021



Transportation Values – Total Combined Feedback*

Transportation Values - Response Totals

May 28 - Sept 30, 2021



Top Transportation Values

1. Safe
2. Earth Friendly
3. Reliable Travel Times
4. Regional Connectivity
5. Affordable

* Accounts for feedback from Community Roundtables, In-Person Outreach, and Transportation Values Survey

Transportation Values - Equity Stories

*“Gentrification risk is not a good reason (necessarily) to deprive BIPOC communities of services and investments in critical infrastructure; **these communities need these improvements.**”*
– Roundtable participant

“If it’s not affordable, it’s not accessible. If people can’t access the system, then it doesn’t matter how good it is.”
– Roundtable participant

*“Transit service is limited on the weekends, which means waiting an extra hour at night; this is a huge burden if you have a disability or are Black and **don’t always feel safe being outside.**”*
– Roundtable participant



12/20/21

RESOLUTION NO. M-4161

A RESOLUTION confirming the approach for analyzing underserved focus areas, the collision dashboard, and integration of Council values of equity, safety, and climate change into the Transportation System Plan.

WHEREAS, the Washington State Growth Management Act requires the City ensure capital facilities and transportation plans are consistent with land use and growth targets; and

WHEREAS, the City of Vancouver is required to have a transportation element of the Comprehensive Plan; and

WHEREAS, the City's last Transportation System Plan was adopted in 2004; and

WHEREAS, factors such as increases in population, changes in land use, improved mobility options, advancements in technology, and the evolution of transportation best practices have led the City to identify the TSP update as a high priority; and

WHEREAS, completion of subarea plans such as the Vancouver City Center Vision Plan (VCCV), Section 30 Subarea Plan, the Heights District Plan, and Westside Mobility Strategy, as well as the adoption of the City's Complete Streets policy, have established new policy and guidance that need to be incorporated more comprehensively into the City's TSP in order to provide consistent policy implementation; and

WHEREAS, goal one of the City's 2016-2021 Strategic Plan is to "Ensure our built environment is one of the safest, most environmentally responsible and well maintained in the

Pacific Northwest” which included Objective 1.1 which stated: “Develop and maintain a safe, balanced, and innovative transportation system that will meet the needs of future generations”; and

WHEREAS, in 2016 the City Council adopted a Complete Streets Policy that applies to all public and private street design, construction and retrofit projects, and requires the use of best practices for facility design that is safe for all users regardless of age, ability or mode of travel, and directs staff to update City policies, guides and manuals to implement the policy and to evaluate all projects for compliance with the policy; and;

WHEREAS, City Council identified decision-making values in March of 2021 that include building a healthy, thriving, equitable, resilient and sustainable community, and building on the city’s heritage of pioneering and courageous decision-making by boldly working toward a shared vision for Vancouver; and

WHEREAS, The Transportation System Plan will provide a framework to guide transportation investments over the next 20 years in accordance with the community’s vision and goals through a robust, equitable, and collaborative process with stakeholders and the community to help improve safety, mobility, and quality of life for City residents;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

The Vancouver City Council hereby confirms its support for inclusion of the following elements of the Transportation System Plan:

- Use of the City’s Vulnerability Index as described in the attached staff report and detailed project memo as the baseline data for understanding and supporting equitable investment in historically underserved areas as well as broad investments in the overall transportation

system, in alignment with goals and policies developed through the TSP Update for a 20-year time horizon; and

- Publication of a collision dashboard that provides the public access to collision data from all traffic-related collisions collected by Washington State Department of Transportation (WSDOT) through the Washington State Patrol and Vancouver Police Department since 2015 (Non-traffic collisions such as collisions on private property have been excluded from the datasets) that provides the data we need to lead with safety; and
- Other City Council decision-making values to guide the goals, visions, and policies of the Transportation System Plan that include but are not limited to an engagement process designed to foster civic participation and engage diverse voices, policies and programs that proactively address climate change, forward looking investments that provide a legacy for future generations, and manage growth and technology to benefit the community

ADOPTED at a Regular Meeting of the Vancouver City Council this 20th day of December, 2021.

Attest:

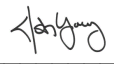
DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

DocuSigned by:

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Anne McEnerny-Ogle, Mayor

Approved as to form:

DocuSigned by:

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Jonathan Young, City Attorney

RESOLUTION - 3

DATE: December 20, 2021

TO: City Council

FROM: Eric Homes, City Manager

RE: **Transportation System Plan- Project Process, Policymaker Review, and Integrating Equity and Safety**

CC: Chad Eiken, Director, CDD; Rebecca Kennedy, Deputy Director, CDD; Jennifer Campos, Principal Transportation Planner, CDD; Jennifer Belknap-Williams, Director, PW; Ryan Lopossa, Streets and Transportation Manager, PW

Intent

Update Council on the status of the citywide Transportation System Plan (TSP) that is currently underway, including recommendations made by City Council at a June 14, 2021 workshop on the integration of City values of climate, equity, and safety into the TSP process, in preparation for continued review of project milestones and anticipated plan adoption in late 2022.

Background

On June 14, 2021 staff provided a review of the Transportation System Plan (TSP) purpose and key deliverables, an update on the community engagement process to date, and an overview of the existing conditions analysis. Based on Council feedback and direction at that workshop, staff have refined project processes and analyses, and are returning to Council for review and consideration of endorsement via resolution. Adoption of the resolution is the first Council review milestone and part of the formal project chartering process, and confirms the approach for integrating equity and safety into the TSP, specifically as it relates to the underserved areas/vulnerability analysis, the collision dashboard, and existing conditions.

Updates and additional information included in this reflect Council feedback and discussion at the June workshop and include the following three items:

- Update on the methodology for the citywide vulnerability index, which will be overlaid in the future with transportation specific information (collision history; multimodal infrastructure like sidewalks, curb ramps and mobility lanes; school and park walking routes; etc.) to create an Underserved Areas tool to help guide future transportation investments.
- Community engagement tools to improve participation in the east side of the city
- Information on how transportation capital expenditures on projects have been historically distributed geographically throughout the city

Underserved Areas Analysis Tool

City Council has identified equity as a primary value for guiding future transportation system investments, and the Transportation System Plan will update policies and project and program guidelines to direct resources to historically underserved areas as well as meet overall system needs over a 20-year time horizon.

One element of this work, which was presented at the June 14 Council workshop, is the development a census-based tool for identifying geographic equity focus areas which include both social vulnerability as well as transportation system characteristics like collision history, the presence of lack of multimodal and safety infrastructure (sidewalks, curb ramps and mobility lanes), proximity to key destinations like schools and parks and other factors that can help inform where transportation investments are made. Once integrated, all this information will constitute the Underserved Areas Analysis Tool that policymakers and staff will use to inform future transportation investment decisions.

At the June workshop, staff outlined a methodology for understanding social vulnerability geographically based on the following data points:

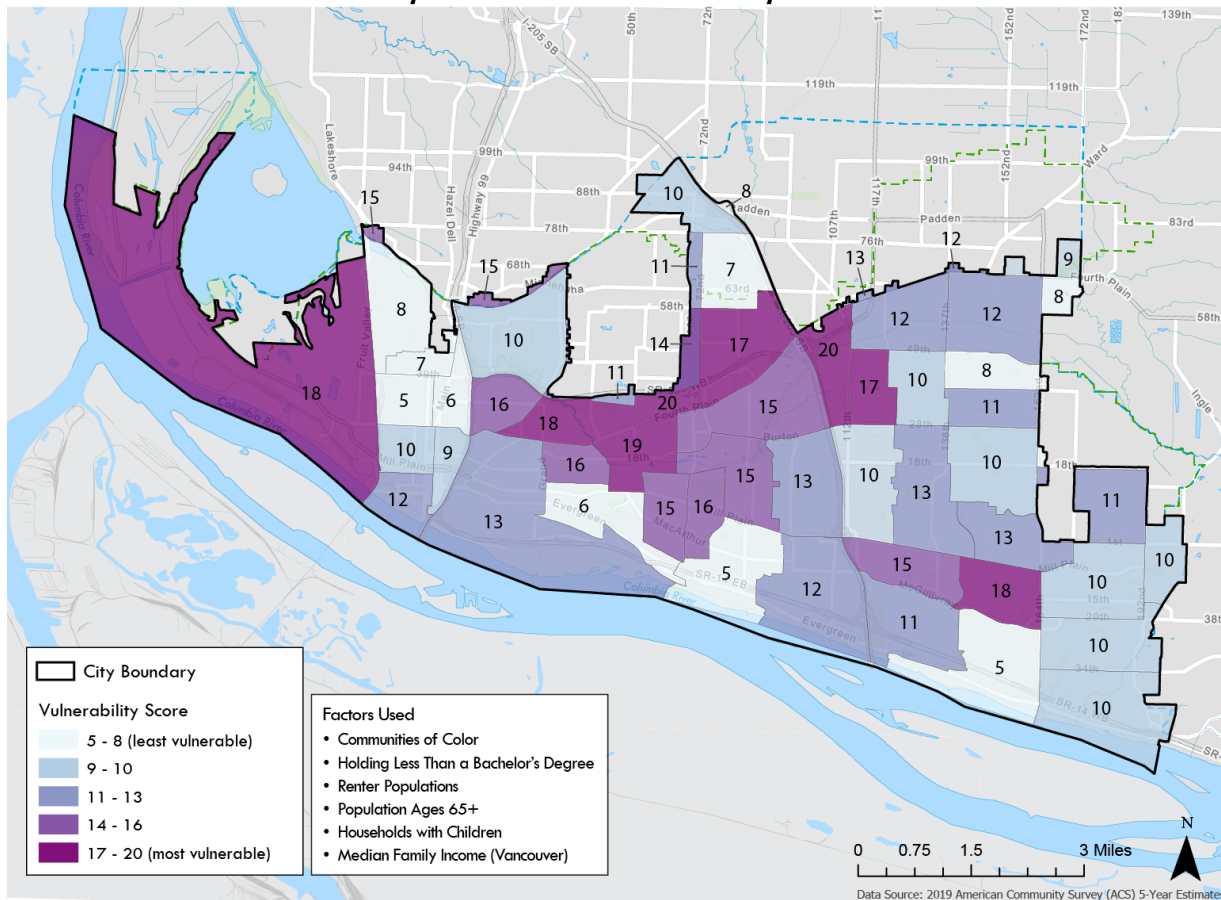
- Percentage of residents that are people of color (non-white and/or Hispanic/Latino)
- Percentage of renters
- Median family income
- Percentage of residents with at least a bachelor's degree

In response to Council feedback on the previous methodology and map indicating areas of vulnerability, and in alignment with parallel efforts to develop and citywide Vulnerability Index that all disciplines and departments can use to understand the equity implications of investment decisions, the TSP methodology has been updated to reflect the citywide process. This was previously presented to Council as part of the American Rescue Plan Action (ARPA) funding Investment Methodology on December 15, and includes the following data points by census block group:

- Percentage of residents that are people of color (non-white and/or Hispanic/Latino)
- Percentage of renters
- Median family income
- Percentage of residents with at least a bachelor's degree
- Percentage households with children (new)
- Percentage of residents that are 65 and over (new)

These various demographic markers are combined into overall vulnerability index, which provides a way to ensure projects serve vulnerable residents as well as overall systems that benefit the entire community. To ensure consistency with other citywide efforts and ensure equitable transportation investments in the future, the TSP will utilize the citywide Vulnerability Index to understand the implications of policy and investment decisions. The Vulnerability Index map is included below.

City of Vancouver Vulnerability Index



Geographically Distributed Community Engagement

As part of the review of the community engagement process that took place through June 2021, several Council members were interested in ways that the project team can better engage residents on the east side of the city. Based on this feedback staff utilized several tools as the public engagement process continued into September:

- Boosting of Facebook posts for geographic areas on the east side of the City, which resulted in a significant number of new responses for the online survey from that area.
- Ensuring dissemination of information about the survey was delivered through established connections such as newsletters, email lists, neighborhood associations and leaders, Nextdoor, etc.
- Tabling at events such as the east side Farmer's Market and a Party in the Park at Oakbrook Park (other events were cancelled due to excessive heat) that allowed staff to provide several different alternatives to taking the online survey.

The on-going pandemic has continued to make community engagement challenging, and the project team continues to adapt by changing methods as needed and finding new opportunities for outreach. The next major phase of community engagement for the TSP will start in late winter 2022 and the project team is committed to working with the community to provide the most equitable and extensive outreach as possible.

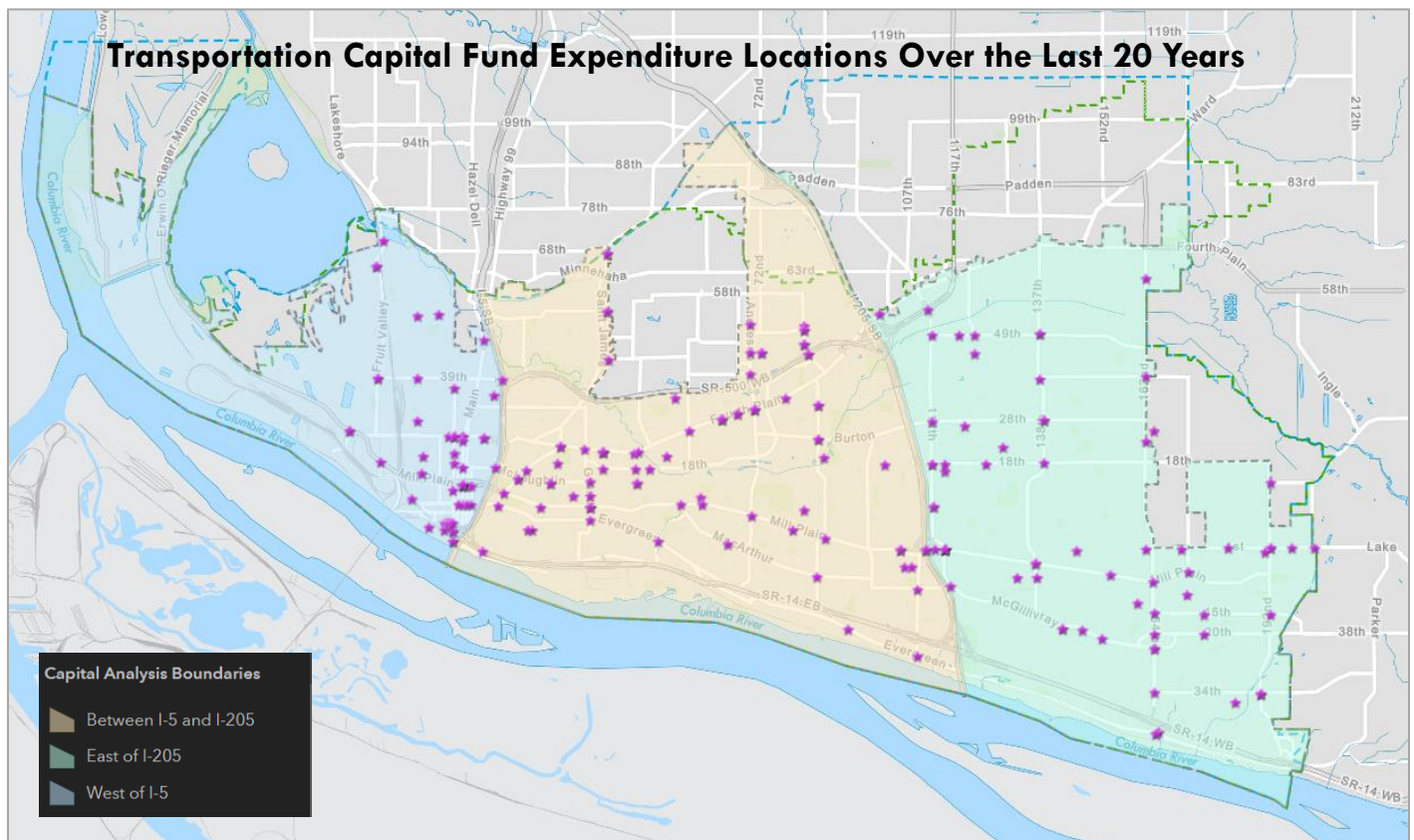
Historical Transportation Capital Project Expenditures

Staff developed a GIS analysis tool that provides the opportunity to quantify and visualize the transportation capital expenditures the City has made through capital funds 330 and 331 in the last 20 years. The analysis does not include on-going programs such as pavement management, and signal controller upgrades, nor does it include the cost for planning initiatives. It provides the cost for stand-alone capital projects such as street improvements (urban upgrades, new street extensions, etc.), the installation of a new signal, sidewalk infill, and bike lane projects. All costs for the project – grant funds if applicable and local funds – are included in the project totals.

The following is a breakdown of the number of projects and associated costs for the 3 sections of using boundary area that are typically used by the City's pavement program to define service areas:

- West of I-5: 56 projects for a total of \$86,317,153
- Between I-5 and I-205: 90 projects for a total cost of \$68,069,668
- East of I-205: 75 projects for a total cost of \$102,485,461

Cumulative this is a total of 222 projects at a cost of \$256,872,282. Locations of the projects are shown on the following map.



Transportation System Plan Next Steps

As outlined in the June 14, 2021 Council workshop, the process for the TPS will involve numerous touchpoints with City Council and review by the TMC. The following table provides an outline of the remaining project phases and their associated proposed timelines. Information for all phases will be shared with City Council during periodic updates, workshops, and resolution adoption. It is anticipated for the plan to be adopted by the end of 2022.

Project Phase	Elements	Representative Council and TMC Action	Tentative Timeline
Project Baseline - 1	• State of mobility • Existing conditions • Vulnerability analysis • Community input on existing conditions	TMC review Council resolution	In process
Project Baseline - 2	• Enhanced Transit Corridor analysis • Project opportunities • Community input on project values	TMC review Council resolution	January March – April
Goals and Solutions	• Vision, goals, and policies • Project prioritization process • Program development • Community input on proposed policies and solutions	TMC review Council resolution	May June - July
Implementation	• Street standards update • Performance measures • Pedestrian crossing policy • Funding recommendations	TMC review Council resolution	July July - August
Plan Adoption	• Review of draft plan • Community input on draft plan • Plan adoption	TMC action item Council resolution	September October - December



Staff Report: 026-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Comprehensive Plan Charter Resolution

Key Points

- The comprehensive plan is a significant policy document that plays a major role in guiding growth and development, influences how the community looks and feels, and how it functions and operates over time. Washington's Growth Management Act requires the City to adopt an updated plan and modify its zoning code and development standards necessary to implement the plan no later than June 30, 2025.
- Given the complexity and number of policy decisions that will occur over the life of the project, it is necessary to establish an overall decision-making framework to ensure shared understanding and collective ownership of cumulative decisions made during the policy development process.
- Designing an equity forward co-creative process with members of the community, particularly disproportionately impacted community members, will require a clear, concise, and transparent process to ensure there is shared understanding about how policy decisions will be made.

Strategic Plan Alignment

Goal 1: Ensure our Built Environment is one of the most safest, most environmentally responsible and well maintained in the Pacific Northwest

Goal 3: Create new programs that engage people of all ages, cultures, family configurations, educational backgrounds, trades and professions

Objective 3.2: Improve services available to underserved or vulnerable communities

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services

Objective 6.2: Improve amenities and services that allow residents to age in place

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

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

Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region

Objective 8.2: Strengthen neighborhood business districts

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

Objective 9.1: Create infrastructure and policies that support job creation

Present Situation

The City of Vancouver's comprehensive plan provides the overall long-term vision and policy direction for managing the built and natural environment in Vancouver and providing necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011.

Since the last time the plan was updated, significant changes have occurred in the community, including increased population growth, greater diversity in the demographic and socio-economic characteristics of the community, expanded private sector investment and development activity, rising awareness of the impacts of climate change and need for immediate climate action, emergent technologies that have transformed how people move around the region and engage with each other, and, not least, the impacts of a global pandemic and associated public health and economic crises that affected all community members. In addition, Council policy priorities have evolved to prioritize climate action, community safety, and equitable access to opportunities and resources. These trends and priorities require a re-imagining of the City's 20-year growth and development plan and new policies and programs to meet the needs of the Vancouver community now and into the future, reflective of a target year of 2045 for fully achieving the vision outlined in the plan. The Comprehensive Plan update will establish a new community vision and a set of goals, policies, and implementation strategies to achieve it, and will ensure that Vancouver continues to meet and exceed the requirements of the State's Growth Management Act. This effort is broken down into the following five tasks:

- **Co-Creation:** Establish a process to develop and create the plan with members of the community, conduct community engagement activities in a method consistent with state law, and place an emphasis on elevating the perspectives of communities that have been historically underrepresented, excluded or negatively impacted from public decision-making processes.
- **Comprehensive Plan:** Perform a holistic re-write of the existing Comprehensive Plan that includes defining a new set of goals, objectives, policies, and overall strategy that is responsive to issues and needs identified during the process of co-creation with plan stakeholders and the public, while also accounting for long term trends that will affect the community in the future. The plan strategy will establish an overall land use framework that specifies where and how the City will grow and the infrastructure needs necessary to achieve that vision, as well as overall strategies related to housing, climate, environment, resiliency, community health, public facilities

and services, economic development and opportunity, and achieving equitable outcomes.

- **Implementation Strategy:** Develop a detailed strategy for implementing the goals, objectives, policies, and overall strategy outlined within the revised plan, including recommendations for future programs and policy work, and a public facing tool to help staff and members of the public understand how implementation of the plan is progressing over the long term;
- **Land Use Code:** Modify the existing zoning code (Title 20 of the Vancouver Municipal Code) to reflect the goals and policies identified in the revised plan and achieve the community's vision;
- **SEPA:** Complete the Environmental Impact Statement (EIS) process in compliance with the State Environmental Policy Act (SEPA);

Given the number of discrete collective policy decisions that need to be made within each one of these categories over the life of the project, and the level of complexity and interdependency of the various elements included in it, the following steps will be necessary to ensure the final plan is reflective of its identified goals:

1. Establishing an overall decision-making framework to ensure shared understanding and collective ownership of cumulative decisions made during the policy development process;
2. The development of a robust visioning and goal setting process (in partnership with the City's in-process update to the Strategic Plan), to ensure policies, regulations, and implementation methods are rooted in an articulated purpose;
3. Collective formation and buy-in of the established vision and related goals between co-creative partners designing the plan;
4. Divide a highly complex and inter-related process with a wide variety of interested stakeholders into manageable and logically organized phases where each policy decision builds off decisions made earlier in the process and informs those that will come after.

The development of the below decision-making framework and chartering process with City Council is designed to ensure the four steps above are achieved during the plan update process. Based on the project scope of work and consultation with Council at a Feb. 6, 2022, workshop, the project team recommends the following process and structure for Council review and formal action at key points:

Endorsement	Elements	Review / Action	Time Window
Equity Framework	• Structure to ensure disproportionately impacted and historically marginalized populations drive policy design process • Other key process design goals from Council and Planning Commission	• Joint PC / Council Workshop • Council Resolution	1 st / 2 nd quarter of 2023

Community Partnership Framework	• The details on how we Inform, Consult, Involve, Collaborate, and Empower Co-Creative Partners • The who, how, and when this occurs	• PC Workshops • Council Workshops • Council Resolution	1 st / 2 nd quarter of 2023
Goals Framework	• Input from Scenario Planning and Community Partnership efforts • Identification of Plan Chapters & Elements • Prioritization of goals against each other	• PC Workshops • Council Workshops • Council Resolution	2 nd / 3 rd quarter of 2023
Land Use Framework	• Input from Scenario Planning and Community Partnership efforts • Consideration of Capital Facility and Infrastructure needs to support vision • Minimum of 3 alternatives established for EIS process	• TMC Workshops • Joint PC / Council Workshop • Additional PC & Council Workshops as needed • Council Resolution	4 th quarter of 2023 / 1 st quarter of 2024
Policies	• Tangible policies to mobilize objectives of Goals + Land Use Framework	• PC Workshops • Council Workshops • Council Resolution	1 st quarter of 2024
Code Concepts	• High level concepts for mobilizing the established policy framework through the Land Use Code • Identification of potential early action items, structure, arrangement, and content of code.	• Joint PC / Council Workshop • Additional PC & Council Workshops as needed • Council Resolution	2 nd / 3 rd quarter of 2024
	• Framework for		

Implementation Methods	mobilizing policy items not covered under the Land Use Code (dashboards, program development, incentive structures, future sub-area planning) • Framework for measuring success and outcomes of the plan effort • Final review of accountability matrix structure for incorporation of feedback into plan outcomes, and long term follow up on implementation	• PC Workshops • Council Workshops • Council Resolution	3 rd / 4 th quarter of 2024
Code Framework	• Input from Co-Creative partners on Code Concepts • Relevant inputs from Draft EIS • More detailed framework for mobilizing the established policy framework through the Land Use Code	• PC Workshops • Council Workshops • Council Resolution	4 th quarter of 2024 / 1 st quarter of 2025
Plan Adoption	• Final EIS completed at least 60 days prior to adoption • Final Comp Plan Document, Appendices, and Land Use Framework • Final Code Language • Final Implementation Matrix	• PC Recommendation • Adopted by Ordinance (Council)	June 2025

Advantage(s)

1. The proposed chartering framework supports shared understanding between City Council, City staff, and the community about how iterative decision making will occur throughout the plan update process.
2. The chartering framework will help to set a foundation for the overall effort, and is structured in a manner where key decisions around process equity are established early, which will help to ensure equitable outcomes result from an intentionally defined process.

Disadvantage(s)

No identified disadvantages.

Budget Impact

No additional budget impact is associated with this request.

Prior Council Review

- April 4, 2022 City Council Workshop reviewing the scoping process for the project.
- Approval of the 2022 spring supplement and 2023-2024 biennial budgets, both of which included decision packages to support the project.
- December 19, 2022 City Council authorization of contract execution with WSP.
- February 6, 2022 City Council Workshop reviewing the draft chartering framework.

Action Requested

Approve a resolution formally endorsing the proposed chartering framework.

Domenic Martinelli, Senior Planner, 360-487-7943; Rebecca Kennedy, Deputy Community Development Director, 360-487-7896

ATTACHMENTS:

- Resolution

[February 27, 2023]

RESOLUTION NO. _____

A RESOLUTION confirming the chartering process and Council decision making framework for the Comprehensive Plan Update, as described below in Exhibit A attached herein.

WHEREAS, pursuant to RCW 36.70a.040, the City of Vancouver is a jurisdiction that is required to formally adopt a comprehensive land use plan for managing urban growth and development under the framework defined in the Washington State Growth Management Act, guided by the land use planning goals set forth in RCW 36.70a.020, and first adopted as the Vancouver Comprehensive Plan under this framework in 1994; and

WHEREAS, pursuant to RCW 36.70a.130, the City of Vancouver is obligated to perform a periodic review of its existing Comprehensive Plan, associated policies, and implementing land use and development regulations on a recurring basis, with the current review cycle requiring final adoption and approval of proposed changes to occur on or before June 30, 2025; and

WHEREAS, the Vancouver Comprehensive Plan was last updated in 2011, and the City's implementing land use regulations under Title 20 of the Vancouver Municipal Code (VMC) have not been significantly updated since 2004; and

WHEREAS, since the last update occurred, significant development, demographic and socio-economic trends have shifted in the community, necessitating a significant re-write of the Comprehensive Plan to ensure it reflects the community's vision and values, current development trends and patterns, and reflects Council's priority goals of climate, equity, and safety, leading the City to identify the Comprehensive Plan update process as a high priority effort; and

WHEREAS, since the last review cycle in 2011, the City has updated, or is in the process of updating several policy frameworks that are adopted as part of the Comprehensive Plan update by reference, which include the Transportation System Plan, the City's Parks, Recreation, and Cultural Services Comprehensive Plan, and a number of subarea and corridor plans; and

WHEREAS, additional policy guidance that has been recently adopted or is in the process of being updated, including the Strategic Plan, Climate Action Framework, Commercial Corridors Strategy, Reside Vancouver, and homelessness response efforts have established new policy and guidance that need to be incorporated more holistically into the Comprehensive Plan in order to provide consistent policy implementation; and

WHEREAS, to ensure that policy outcomes resulting from this effort do not continue to perpetuate past harms and inequities that exist as a result of past policy choices, it will be critical that the Comprehensive Plan update process is designed and executed with equity as a central focus, to ensure the update is reflective of City Council's stated goal of prioritizing equity and inclusion within the City; and

WHEREAS, with the goal of developing a robust, equitable, and co-creative policy design process with disproportionately impacted and vulnerable community members, stakeholders, and the public at large, it will be essential to establish a clear, concise, and transparent decision-making framework and chartering process to create shared understanding about how cumulative decision making will occur throughout the process, and what decision making components will be formally endorsed by City Council, as outlined in this resolution.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

RESOLUTION - 2

City Council hereby endorses the following chartering framework and sequentially ordered structure for Council decision making during the Comprehensive Plan update process, and supports the inclusion of the following elements:

- A framework for equity within the Comprehensive Plan that includes a defined process to ensure disproportionately impacted and historically marginalized populations drive the overall policy design process through co-creation;
- A community partnership framework that provides details on how the City will engage entities on a variety of levels throughout the Comprehensive Plan update process, formalized within a detailed public participation plan;
- A framework for overarching goals to inform the Comprehensive Plan, identifying chapters and elements and constructed with input from scenario planning and overall community partnership efforts;
- A land use framework that mobilizes a strategy to manage both the built and natural environment within the City to achieve goals previously defined in the process, based on capital facility and infrastructure needs to support the overall vision and input from co-creative partners, and proposing three (3) alternatives to be evaluated during the Environmental Impact Statement process, with the preferred alternative adopted as part of the final plan;
- A policy framework that identifies tangible and achievable policies that mobilize the overall plan goals and reinforce the land use framework established in the Comprehensive Plan.

- An initial set of regulatory concepts for updating Title 20 of the Vancouver Municipal Code based on the established policy and land use frameworks, which may include the opportunity to identify implementation of early action regulatory items;
- A framework for mobilizing policy objectives of the Comprehensive Plan otherwise not covered in revisions of Title 20, with a methodology for measuring long term implementation and success and outcomes of the Comprehensive Plan and an accountability matrix structure for incorporation of feedback into those outcomes;
- A final regulatory framework for updating Title 20 of the Vancouver Municipal Code, that builds upon the initial set of regulatory concepts established in the process;
- Final Council approval of the following by ordinance:
 - The final Comprehensive Plan document that is submitted to the Washington Department of Commerce, which includes all appendices, matrices, and the preferred land use alternative defined in the Environmental Impact Statement Process;
 - Ordinance amending Title 20 of the Vancouver Municipal Code, based on policy established within the Comprehensive Plan;

ADOPTED at a Regular Meeting of the Vancouver City Council this 27th day of February, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

_____, City Clerk
By: _____, Deputy City Clerk

Approved as to form:

_____, City Attorney

EXHIBIT A: Chartering Framework

Endorsement	Elements	Review / Action	Time Window
Equity Framework	- Structure to ensure disproportionately impacted and historically marginalized populations drive policy design process - Other key process design goals from Council and Planning Commission	Joint PC / Council Workshop - Council Resolution	1 st / 2 nd quarter of 2023
Community Partnership Framework	- The details on how we Inform, Consult, Involve, Collaborate, and Empower Co-Creative Partners - The who, how, and when this occurs	- PC Workshops - Council Workshops - Council Resolution	1 st / 2 nd quarter of 2023
Goals Framework	- Input from Scenario Planning and Community Partnership efforts - Identification of Plan Chapters & Elements - Prioritization of goals against each other	- PC Workshops - Council Workshops - Council Resolution	2 nd / 3 rd quarter of 2023
Land Use Framework	- Input from Scenario Planning and Community Partnership efforts - Consideration of Capital Facility and Infrastructure needs to support vision - Minimum of 3 alternatives established for EIS process	- TMC Workshops Joint PC / Council Workshop - Additional PC & Council Workshops as needed - Council Resolution	4 th quarter of 2023 / 1 st quarter of 2024
Policies	Tangible policies to mobilize objectives of Goals + Land Use Framework	- PC Workshops - Council Workshops - Council Resolution	1 st quarter of 2024
Code Concepts	- High level concepts for mobilizing the established policy framework through the Land Use Code - Identification of potential early action items, structure, arrangement, and content of code.	Joint PC / Council Workshop - Additional PC & Council Workshops as needed - Council Resolution	2 nd / 3 rd quarter of 2024
Implementation Methods	- Framework for mobilizing policy items not covered under the Land Use Code (dashboards, program development, incentive structures, future sub-area planning) - Framework for measuring success and outcomes of the plan effort - Final review of accountability matrix structure for incorporation of feedback into plan outcomes, and long term follow up on implementation	- PC Workshops - Council Workshops - Council Resolution	3 rd / 4 th quarter of 2024

Code Framework	• Input from Co-Creative partners on Code Concepts • Relevant inputs from Draft EIS • More detailed framework for mobilizing the established policy framework through the Land Use Code	• PC Workshops • Council Workshops • Council Resolution	4 th quarter of 2024 / 1 st quarter of 2025
Plan Adoption	• Final EIS completed 60 days prior to adoption • Final Comp Plan Document, Appendices, and Land Use Framework • Final Code Language • Final Implementation Matrix	• PC Recommendation • Adopted by Ordinance (Council)	June 2025



Staff Report: 027-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Community Roots Affordable Housing Fund Award Amendment

Key Points

- On November 1, 2021, City Council approved an Affordable Housing Fund (AHF) award of \$2,000,000 to support Community Roots Collaborative (CRC) development of up to 50 tiny homes in the St. Johns area.
- While the St. Johns property was initially under consideration at the time of the award, CRC selected a different project site located on O-Street and requested the AHF award be used for that project.
- The CRC AHF award will be reduced to \$850,000. This will contribute to the redevelopment of a church into a 13-room, Oxford-style group home (\$25,000 per room = \$325,000) and the development of 7 two-bedroom tiny homes on the adjacent property (\$75,000 per unit = \$525,000). The property is located at 3600 O Street.
- City staff is seeking Council approval of this award amendment in order to move forward with an AHF contract for this project. If the reduced award is approved, the un-used AHF funds can be redeployed to another project this year.
- In addition to the AHF award, this project is supported by the Washington State Department of Commerce through an award for Cottage Home Developments through the Housing Trust Fund (\$2,555,295) and a Connecting Housing to Infrastructure Program (CHIP) award (\$108,207).

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents

Present Situation

On November 1, 2021, City Council approved an award of \$2,000,000 from the Affordable Housing Fund (AHF) to support Community Roots Collaborative (CRC) St. Johns Village tiny home project. It was noted in the award recommendations that the St. Johns location was under consideration, and CRC did not end up developing homes at that location.

In early 2022, CRC began negotiations on a property at 3600 O-Street that consists of 6 parcels. Three parcels contain a large church, which is under construction to become an Oxford-style group home managed by a partner agency. This space will consist of 13- individual bedrooms, as well as a shared kitchen, a laundry room, and community space. All residents will be people exiting homelessness.

In addition to the group home, the three adjacent parcels will be developed into 7 two-bedroom tiny homes to support low-income people earning 50% AMI or less. This project will support up to 27 individuals experiencing homelessness and low-income.

The AHF award will support acquisition of the six parcels of land for the project. CRC has received two awards from the Washington State Department of Commerce to support this development: an award for Cottage Home Developments (\$2,555,295) and a Connecting Housing to Infrastructure Program (CHIP) award (\$108,207). The State awards will support the development of the 7 two-bedroom tiny homes.

City staff has reviewed this request and recommends approval of this award amendment in order to move forward with an AHF contract for this project.

Advantage(s)

CRC will be able to develop 7 new housing units and 13 group home beds at 3600 O Street. Additionally, reducing the award amount now will allow the un-used AHF funds to be redeployed on another project this year.

Disadvantage(s)

None

Budget Impact

City Council previously approved the \$2,000,000 award for CRC tiny home development project. The AHF funding commitment will be reduced to \$850,000 based on the development of one 13-room group home and 7 two-bedroom tiny homes. The budget will be updated in the next Supplemental appropriation.

Prior Council Review

November 1, 2021 – Approval of 2021-2023 AHF projects

Action Requested

Approve the attached resolution amending the AHF award to Community Roots Collaborative and authorize the City Manager or designee to execute any corresponding contract documents.

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

ATTACHMENTS:

- ▣ 2021 AHF Award letter to Community Roots
- ▣ Resolution Amending Award to CRC



November 5, 2021

Community Roots Collaborative
13801 NW 20th Ct
Vancouver, WA 98685

Re: Affordable Housing Fund award for Community Roots Collaborative- St. Johns Village

Dear Chris:

Congratulations! Your application to the City of Vancouver Affordable Housing Fund (AHF) for the Community Roots Collaborative St. Johns Village project in the amount of \$2,000,000 has been conditionally approved by City Council on November 1, 2021. This funding is made available by the City of Vancouver's property tax levy for affordable housing, which serves households earning up to 50% of area median income.

This conditional award is not a guarantee of funds. This letter provides an overview of the pre-contract process and requirements. We will be contacting you to complete a review of your agency and the project. Please note, the City is here to support your agency in developing and carrying out a successful project. Staff will guide you through the steps of the review process and, to the extent that we are able, assist you in meeting the requirements.

Please notify us as soon as possible regarding any updates or changes to the project. Staff will verify the project scope, budget, financing and timeline along with other information submitted in your application. The project will be subject to the City's underwriting standards; including a review of the following (a summary of the Affordable Housing Fund underwriting standards and required documents is also attached):

- Agency capacity to develop and manage the project
- Agency financials
- Proof of land ownership or purchase and sale agreement
- Commitment of other project financing
- Development and operating budgets for the project

Please keep in mind that before contracting, you must meet all City requirements for fund eligibility. These include, but are not limited to, agreement to follow prevailing wage rules if required; necessary insurance; business licensing; fair housing plan; and documentation of other financing.

We anticipate reserving your award for the length of time specified in your project timeline. Projects must be in construction within 24 months after receiving an award of the Affordable Housing Fund dollars. Projects that do not meet this timeline will lose the award. No extensions of awards will be granted.

Finally, before you can obligate the Affordable Housing Funds, the following must also occur:

- A funding agreement must be executed between you and the City along with a deed, note and covenant (City Council approval required for agreements exceeding \$300,000)
- A notice to proceed must be issued to you by City staff

We appreciate your organization's contribution to the City of Vancouver and look forward to working with you on this project. If you have any questions or concerns, feel free to contact me at (360) 487-7952 or peggy.sheehan@cityofvancouver.us. Samantha Whitley has joined the City of Vancouver team as the Housing Manager and will be the primary contact after November 12, 2021. Until then, please include Samantha Whitley (Samantha.whitley@cityofvancouver.us) and Hayley Woodbridge (Hayley.woodbridge@cityofvancouver.us) in all communication.

Sincerely,



Peggy Sheehan
Community Development Programs Manager
City of Vancouver

City of Vancouver Affordable Housing Fund Required Pre-Contract Documents and Underwriting Criteria

Required Documents:

Organizational Structure

- ☐ Business license or 501(c)(3) certification
- ☐ Board of directors list (if applicable)
- ☐ Proof of insurance

Proof of Land Ownership for Project Site

- ☐ Property purchase agreement or GIS documentation

Developer Capacity

- ☐ Brief description of the organization's experience developing and/or managing low-income housing, to include a summary of recently developed projects and projects currently held in management portfolio
- ☐ Bios and/or resumes describing the experience of development team members, and a description of their role in proposed AHF project
- ☐ Agency annual budget
- ☐ YTD financial statement
- ☐ Updated project timeline

Project Financing

- ☐ Written commitments, award letters, or loan documents demonstrating firm commitments from funding sources
- ☐ If the developer consists of a partnership or limited liability corporation, a copy of the partnership or operating agreement indicating the cash contributions by the partners or members
- ☐ Evidence of available developer equity, if applicable

Budget and Pro Forma (see page 2 for underwriting criteria)

- ☐ Updated development budget
- ☐ Operating pro forma

Underwriting Criteria for Development Budget and Operating Pro Forma:

Development Budget

Construction contingency	Minimum 5%* for new construction Minimum 8%* for rehabilitation *Higher contingency is encouraged, if project budget permits
Soft cost contingency	Maximum 5%
Developer fee	Projects with Low Income Housing Tax Credit (LIHTC) financing: Maximum 15% Non-LIHTC projects: • Maximum 17% for projects with up to 20 units • Maximum 15% for projects with 21-60 units • Maximum 12% for projects with 61 or more units

Operating Pro Forma

Vacancy rate	5-10%** **Below 5% allowable if agency can document a historical pattern of lower vacancy rates for this project (in the case of rehab/acquisition) or other comparable projects (in the case of new construction)
Inflation factor	Minimum 2%
Replacement reserves for maintenance and repair	Minimum \$300 per unit per year
Management fee	5-12%
Operating reserve	6-9 months of costs
Debt Coverage Ratio (Net Operating Income ÷ Debt Service)	1.05 or greater for term of AHF loan

2/27/2023

RESOLUTION NO. _____

A RESOLUTION relating to low-income housing; providing for adoption of an updated funding award for the Community Roots Collaborative (CRC) O-Street project through the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with this Council approved funding award; providing for Severability and an Effective Date.

WHEREAS, in March 2022 Council adopted, by resolution, the Affordable Housing Fund Affordable Housing Fund 2021 – 2023; and

WHEREAS, the Affordable Housing Fund 2021 – 2023 Council approved funding awards provided \$2,000,000 in funding to Community Roots Collaborative (CRC) for the St. Johns Development project to provide up to 50 units of affordable housing; and

WHEREAS, in October 2022, while the St. Johns property was initially under consideration at the time of the award, CRC selected a different project site located on O-Street and requested the AHF award be used for that project; and

WHEREAS, the CRC O-Street project will provide 20 units of affordable housing through a 13-room, Oxford-style group home and 7 two-bedroom tiny homes; and

WHEREAS, due to the change in project scope, the AHF award will be reduced to \$850,000 and re-allocated to the O-Street project.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

RESOLUTION - 1

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. Amending the Affordable Housing Fund award from the Community Roots Collaborative St. Johns project by reducing and reallocating funding to the Community Roots Collaborative (CRC) O-Street project;

The Affordable Housing Fund award that was previously made to CRC for the St. Johns project in the amount of \$2,000,000 is hereby amended and reduced to \$850,000 and re-allocated to the O-Street project.

Section 3. The City Manager is hereby authorized to execute the project agreement and other related documents on behalf of the City of Vancouver, consistent with the Affordable Housing Fund 2021 - 2023 Council approved funding awards.

Section 4. **Severability.** In any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. **Effective Date.** This Resolution shall become effective immediately after final adoption.

ADOPTED at regular session of the Council of the City of Vancouver, this 27th day of February 2023.

Anne McEnery-Ogle, Mayor

RESOLUTION - 2

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3



Staff Report: 028-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023
3/6/2023

SUBJECT Kevanna Park Meadows Planned Development

Key Points

- The applicant, Ginn Development Group, requests approval of a 33-lot planned development and subdivision in the Kevanna Park Neighborhood at the west end of NE 46th Street.
- Per VMC 20.210-1 planned developments require a Type IV process and recommendation by the hearing examiner to the City Council for final approval. Planned developments provide flexibility for innovative planning practices that result in well-designed, efficient and functional urban environments.
- The proposed development includes over three acres of open space, as well as the restoration of the Burnt Bridge Creek riparian management area through the planting of 70 native trees and 920 native shrubs. The City Hearing Examiner, following a duly noticed public hearing, has determined that the proposed development will meet all applicable approval criteria and is recommending that the City Council approve the planned development and subdivision.
- City Council may approve the application, add conditions of approval, or deny the application as the final decision maker. The decision by City Council is appealable to Superior Court.

Strategic Plan Alignment

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

Present Situation

The applicant requests approval of a proposed planned development consisting of a 33-lot single-family subdivision totaling 6.08 acres in the R-6 Lower Density Residential zone.

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

three acres of open space, as well as restoration of the Burnt Bridge Creek riparian management area through the planting of 70 native trees and 920 native shrubs.

Planned developments allow for an increase in density of up to 15% more lots than the maximum density of the R-6 District, which results in up to 33 lots. The proposed development is proposing 33 lots, only four more than is allowed under the standard R-6 requirement.

On Jan. 17, 2023, a duly noticed public hearing was conducted before the City's Land Use Hearings Examiner. On Feb. 1, 2023, the Hearings Examiner issued findings, conclusions and recommendations. The Hearings Examiner recommends that both the planned development and subdivision ordinance, subject to recommended conditions, be approved by City Council.

Advantage(s)

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

Disadvantage(s)

There will be additional traffic generated by the development. However, the City has reviewed the traffic impacts that the proposal will generate and determined there is adequate capacity on city streets to accommodate the anticipated increase in traffic.

Budget Impact

None

Prior Council Review

Council has not previously reviewed this development.

Action Requested

On Monday, February 27, 2023, approve the ordinance approving the planned development; and subject to the Council's decision on the proposed ordinance, grant preliminary plat approval of the proposed subdivision, setting date of second reading and public hearing for March 6, 2023.

Andrew Reule, Senior Planner, 360-487-7891

ATTACHMENTS:

- ▣ Kevanna Park PD Ordinance
- ▣ Hearing Examiner Recommendation
- ▣ Staff Report
- ▣ Staff Report Exhibits
- ▣ Critical Areas Report Exhibit
- ▣ Mitigation Bank Exhibit
- ▣ Presentation
- ▣ Applicant's Presentation

02/27/2023
03/6/2023

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE approving the concept development plan for the Kevanna Park Meadows Planned Development; and providing for severability and an effective date.

WHEREAS, on January 17, 2023, a hearing was held before the Vancouver Hearings Examiner regarding the approval of the concept development plan for the Kevanna Park Meadows Planned Development.

WHEREAS, on February 1, 2023, the Vancouver Hearing Examiner recommended approval of the concept development plan for the Kevanna Park Meadows Planned Development under File PRJ-168078, LUP-82789; and

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

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings.

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

1. Content. The concept plan contains all of the components required in Section 20.260.070. The proposed development and uses comply with all applicable standards of the Title as conditioned.

ORDINANCE - 1

2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly design and materials.
 3. Transportation system capacity. There is sufficient capacity in the transportation system to safely support the development.
 4. Availability of public services. There is sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development.
 5. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.
 6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking, traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses.
 7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.
- B. The information for the concept development plan has been submitted and approved, as required by VMC 20.260.070.
- C. The concept development plan of the Kevanna Park Meadows Planned Development is consistent with the Comprehensive Plan and the underlying zoning.
- D. City Council hereby adopts the foregoing findings and the findings of the Vancouver Hearings Examiner contained in the Findings, Conclusions, and Recommendation, which are attached hereto and hereby incorporated by reference, as its own.

ORDINANCE - 2

Section 2. Legal Description.

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

Parcel 159850000, located in a portion of the southeast quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington.

Section 3. Approval Granted.

Based upon the foregoing findings, as well as the findings contained in Staff Report No. PRJ-168078/LUP-82789, which are hereby incorporated by reference, approval of the concept development plan for the Kevanna Park Meadows Planned Development is hereby granted, with the conditions outlined in the Hearing Examiner's Findings, Conclusions, and Recommendation, incorporated above by reference.

Section 4. Severability.

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

Section 5. Effective Date.

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

Read first time:

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this _____ day of _____, 2023.

ORDINANCE - 3

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 4

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE approving the concept development plan for the Kevanna Park Meadows Planned Development; and providing for severability and an effective date. The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

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

In the Matter of the Application of	)	NO. PRJ-168078/LUP-82789
	)	
	)	
Ginn Group, LLC	)	Kevanna Park Meadows
	)	Planned Development
	)	
	)	
	)	
for Approval of a Preliminary Plat	)	FINDINGS, CONCLUSIONS,
<u>and Planned Development</u>	)	AND RECOMMENDATION

SUMMARY OF RECOMMENDATION

The City's Hearing Examiner recommends to the Vancouver City Council that the requested preliminary plat and planned development to subdivide 6.08 acres into 33 single-family residential lots be **APPROVED** subject to conditions.

SUMMARY OF RECORD

Request:

Ginn Group, LLC (Applicant) requested a preliminary plat and planned development to subdivide 6.08 acres into 33 single-family residential lots for development of detached residences. The subject property is located at the west terminus of NE 46th Street, at 11017 NE 51st Circle, Vancouver, Washington.

Hearing Date:

The Vancouver Hearing Examiner held a virtual open record hearing on the application on January 17, 2023. In an abundance of caution, the record was held open two business days to allow for written public comment from members of the public who had difficulty joining the virtual hearing, with additional time arranged for responses by the parties. No post-hearing public comment was submitted, and the record closed on January 19, 2023.

Testimony:

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

Andrew Reule, Senior Planner, City of Vancouver

Jayson Taylor, Applicant Representative

Travis Johnson, PLS Engineering

Ann Dabbs

Lamont Dabbs

Findings, Conclusions, and Recommendation

Vancouver Hearing Examiner

Kevanna Park Meadows Planned Development, PRJ-168078/LUP-82789

page 1 of 23

Exhibits:

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

Exhibit 1 Staff Report, dated January 3, 2023

- A. Application
- B. Applicant's narrative
- C. Plans
- D. SEPA checklist
- E. Notice of Application, Public Hearing and Optional SEPA Determination of Non-Significance, dated October 19, 2022
- F. Final SEPA Determination of Non-Significance
- G. Public Health Development Review Evaluation, dated June 2, 2022
- H. Department of Ecology letter, dated November 18, 2022
- I. Department of Ecology email, dated November 29, 2022
- J. Critical areas report by Ecological Land Services, dated August 11, 2022
- K. Mitigation plan by Ecological Land Services, dated August 18, 2022
- L. Transportation impact study by Lancaster Mobley, dated August 17, 2022
- M. Geotechnical report by Earth Engineering, Inc., dated June 2022
- N. Preliminary TIR (stormwater) report by PLS Engineering, dated August 2022

Exhibit 2 Applicant PowerPoint Presentation

Exhibit 3 City PowerPoint Presentation

After considering the testimony and exhibits admitted in the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

1. Ginn Group, LLC (Applicant) requested a preliminary plat and planned development to subdivide 6.08 acres into 33 single-family residential lots for development of detached residences. The subject property is located at the west terminus of NE 46th Street, at 11017 NE 51st Circle, Vancouver, Washington.¹ *Exhibits 1, 1.A, 1.B, and 1.C.*
2. The application was subject to a pre-application conference and, pursuant to VMC 20.210.110.B, is vested to the development regulations in place as of the date the pre-application was filed (April 8, 2022) because a fully complete application was submitted

¹ The legal description of the subject property is a portion of the southwest quarter of Section 16, Township 2 North, Range 2 East of the Willamette Meridian; also known Tax Parcel No. 159850000. *Exhibits 1 and 1.N.*

within six months of the pre-application conference report.² The pre-application conference date was May 12, 2022, the application was submitted on September 6, 2022, and the application was determined to be fully complete on October 5, 2022. The project is therefore not subject to the new R-6 development standards set forth in Ordinance No. M-4377, which became effective July 27, 2022. *Exhibits 1, 1.B, and 1.E; Jayson Taylor Testimony; Ordinance No. M-4377.*

3. The proposal is not a re-plat of a prior subdivision. *Exhibit 1.*
4. The subject property contains several regulated critical areas: a 0.118-acre Category III wetland, which is in the eastern portion of the subject property, near the NE 46th Street approach; Oregon white oak habitat; and the floodway, floodplain, riparian management area (RMA), and riparian buffer (RB) of Burnt Bridge Creek, a perennial Type F stream which runs along the northern and western property boundaries. *Exhibits 1 and 1.J.*
5. The subject property is zoned Low-Density Residential (R-6). *Exhibits 1 and 3.* The purpose of the R-6 zone is “to accommodate detached single dwellings with or without accessory residential units at a minimum lot size of 7,500 square feet and a density of 4.5 to 5.8 units/net acre.” *Vancouver Municipal Code (VMC) 20.410.020.C.* Planned developments are a land use development tool intended to provide a means for creating planned environments in any base zoning district through the application of flexible standards, including zero-lot lines, narrower streets, and other innovative planning practices that result in well-designed, efficient, and functional urban environments. *VMC 20.260.010.* Planned developments are allowed in the R-6 zone. *VMC 20.260.020.*
6. Surrounding land uses include natural areas and a residential care facility (CG zone) to the north, single-family residences and a City park (R-6 and Park zones) to the east, single-family residences (R-6 zone) to the south, and natural areas and I-205 (CG zone) to the west. Although the subject property is undeveloped, it contains a looped walking trail that connects to the park to the east. *Exhibits 1 and 3.*
7. In support of the requested planned development, the Applicant has submitted a concept plan containing the requirements set forth in VMC 20.260.070. The Applicant proposes to develop the site consistent with applicable standards, except that a reduced lot area is proposed. Lot area reductions may be authorized pursuant to VMC 20.260.060.B.4. *Exhibits 1 and 1.B.*
8. The Applicant proposes 33 detached residences, a housing type allowed within planned developments in the R-6 zone. *VMC 20.260.020.B; Exhibit 1.B.* The minimum net density in the R-6 zone is 4.5 dwelling units per acre and the maximum net density is 5.8 dwelling units per acre. In addition, a 15% density bonus is provided to planned

² A copy of the preapplication was not submitted into the record; the April 8, 2022 date was provided by the Applicant in the project narrative (Exhibit 1.B). City Planning Staff did not submit any information on vesting, but did not object to or seek to correct the Applicant’s assertion that the application vested on April 8, 2022.

developments. For the subject property, which has a net area (i.e., net of proposed streets) of 5.07 acres, the minimum number of lots is 23 and the maximum number of lots, without the density bonus, is 29. The 15% density bonus provides an additional four lots, for a total of 33. The proposed 33 lots are consistent with the applicable density standard. *Exhibit 1; VMC 20.410.040; VMC 20.260.020.*

9. The Applicant proposes lots as small as 2,080 square feet, each of which would be developed with a two-story detached residence that would be approximately 1,500 square feet in area. The building elevations depict variation in building materials and roof types. *Exhibits 1.B and 1.C.* The lots in the surrounding neighborhood range from approximately 8,000 to 12,000 square feet and contain single-level residences ranging from approximately 1,200 to 1,800 square feet. The proposed site design ensures compatibility with surrounding development by clustering the residences towards the interior of the site, such that no lots would directly abut the larger neighboring residential lots, and by providing a minimum 40-foot setback between the proposed smaller residential lots and the site perimeter. Most of the residences would be set back more than 80 feet from the neighboring residential lots. The effect of the small lots and proposed two-story design would be mitigated through these significant setbacks. The building heights would be lower than the 35-foot maximum permitted in the zone. *Exhibits 1.B and 1.C.*
10. Pursuant to VMC 20.260.060, the minimum lot depth and width standards of the zone do not apply to planned developments, and “the hearings examiner can reduce the minimum lot size requirement for attached and detached single-family residential uses.” VMC 20.260.060.B.4. The minimum average lot area required in the R-6 zone is 7,500 square feet, with the smallest lot area at least 6,000 square feet. VMC 20.410.050. The Applicant proposes a minimum lot area of 2,080 square feet. *Exhibits 1.B and 1.C.* Adjustments to numerical development standards may be authorized by VMC 20.260.050(B) if: (1) the adjustment is warranted given site conditions and/or characteristics of the design; (2) the benefits outweigh any potential adverse impacts; and (3) any impacts are mitigated to the extent practical.³ VMC 20.260.050(B). In support of the lot size reduction, the Applicant noted the large amount of open space that would be provided on site as a result of the smaller lots, including a publicly-accessible perimeter trail, which would offset the reduced private yard space; the public benefit of relatively affordable housing, which would result from the smaller lot sizes and homes; the benefit to neighbors of increased exterior setbacks with the clustering of the homes in the interior of the site; and the mitigation provided in the form of resident and guest parking in excess

³ Planning staff submitted that the request for lot size reduction is not an adjustment of a “numerical development standard,” and that it could be approved without reference to any criteria (VMC 20.260.060.B.4 does not specify any criteria – it just states that the lot area may be reduced). Because it is arguable that the criteria of VMC 20.260.050 should apply, given that lot area is both numeric and a development standard, and because the Applicant submitted evidence in support of the criteria, the Hearing Examiner will include analysis of the criteria in this decision, in case Council finds it relevant to its review. It is the Hearing Examiner’s interpretation, and Staff concurred, that the decision whether to approve reduced lot size should be made by Council as part of its decision on the project as a whole. *Exhibits 1 and 1.B; Andrew Reule Testimony.*

of code standards to prevent spillover into the surrounding neighborhood. The Hearing Examiner also notes that the site is constrained by critical areas, reducing the area available to divide into lots. *Exhibits 1, 1.B, and 1.C.*

11. The Applicant proposes to utilize the zero lot line standards of VMC 20.910.050, which require the setback on the adjacent lot to be zero feet or at least five feet, subject to covenants addressing obstructions within the setback and maintenance. The zero lot line requirements are referenced in the recommended conditions of preliminary plat approval. Compliance with the setback standards would be reviewed at the time of building permit submittal. *Exhibits 1, 1.C, and 2.*
12. Although the minimum lot width requirement of the underlying zone does not apply to planned developments, subdivisions with lots of less than 40 feet in width (such as the one proposed, as most of the lots would be 26 feet wide) must comply with the narrow lot criteria of VMC 20.927.030 and the development standards of VMC 20.927.040. The criteria require that conflicts on narrow lots be eliminated, that adequate guest parking be provided, and that solid waste and recycling collection and access be provided. Consistent with the criteria and the associated development standards, the Applicant has submitted plans showing that utilities, driveways, street trees and other features have been located and designed to minimize conflicts with one another. Guest parking exceeding the standard of one space per three narrow lots would be provided in the form of street parking (34 spaces) and an off-street guest parking area. Although the project plans depict seven off-street parking stalls, Staff recommended that the number be reduced to five to comply with VMC 20.927.040.A.2, which restricts common parking areas to five stalls each unless the required parking cannot otherwise be provided; in this case, the required guest parking can be provided on the street. With respect to solid waste, the site design provides adequate collection truck access and circulation, and cart set-out locations have been identified for each lot that are consistent with ordinance requirements. Carts would be set out in front of individual lots except for Lots 1 through 4 and 20 through 23, which would have shared cart set-out locations. *Exhibits 1, 1.C, and 2; Andrew Reule Testimony.*
13. The subdivision ordinance requires a minimum street frontage of 20 feet per lot and requires side lots to be at right angles to facing streets to the extent practical. Each of the proposed lots would satisfy these requirements. In addition, the length of blocks within the development would fall within the minimum of 180 feet and the maximum of 1,300 feet specified in the ordinance. None of the blocks would exceed 800 feet in length, such as to require a mid-block pedestrian/bicycle path per VMC 20.320.070.A.1.d.3. *Exhibits 1 and 1.C; VMC 20.320.070.*
14. In exchange for approval of higher residential densities, smaller lots, and relaxed development standards, VMC 20.260.060.C requires developers of planned developments to provide common open space for active and passive recreational activities in an amount that is at least 10% of the gross site area. Up to half of the area may be met through environmentally constrained land, as long as it is accessible to pedestrians or visually

accessible from adjoining common open space. The open space requirement for the proposed planned development is 26,485 square feet. At least half of the requirement would be met through non-environmentally constrained open space in Tract G. Tract G would include picnic tables, a lawn area, and perimeter landscaping. The remainder would be met through protected critical areas. Proposed Tract E would be 2.29 acres in area (more than a third of the site area) and would contain the riparian area of Burnt Bridge Creek. To provide access to this area, the Applicant proposes to improve the existing walking path within the tract. The path would be surfaced with wood chips and would extend around the site perimeter to connect to open space Tract G in the southeast corner of the site and to the public park at the northeast corner of the site. The trail would also connect to the internal street system at two locations. The total length of the trail would be 1,250 lineal feet, and the total area of open space provided on site would be 135,693 square feet. The improved trail would be open for public use. *Exhibits 1, 1.B, and 1.C.*

15. In addition to providing open space on site, the Applicant must mitigate impacts to parks through payment of a mitigation fee pursuant to VMC 20.915, which would be calculated at the time of building permit application and payable at the time of building permit issuance. The subject property is within Park Impact Fee District C. *Exhibit 1; VMC 20.915.020.*
16. VMC Chapter 20.925.060 requires street trees to be planted at a maximum spacing of 30 feet. The Applicant has submitted a landscape plan depicting the planting of street trees along all internal streets. *Exhibits 1 and 1.C.*
17. The proposal is subject to the requirements of the City's tree conservation ordinance, which requires tree preservation and planting to achieve a minimum of 30 tree units per acre. For the subject site, 171 tree units are required. There are currently 26 trees on site, 23 of which (constituting 108.5 tree units) would be retained. The Applicant proposes to plant 70 additional trees (each credited at one tree unit per VMC 20.770.080.V) to satisfy the remainder of the tree density requirement. The City's urban forester reviewed the submitted tree plans and recommended additional conditions regarding tree species and placement, which were incorporated into the recommended conditions of project approval. *Exhibits 1 and 1.C.*
18. Access to the subdivision would be from an extension of NE 46th Street into the site. The extension would be constructed as a private street. Although City standard plan T10-17 only requires a paved street width of 24 feet, the Applicant proposes a paved width of 28 feet to allow parking on one side of the street. The street section would also include curbs, gutters, landscape strips, and detached sidewalks within a 46-foot wide tract. A private street loop would extend from the extension of NE 46th Street, which would also be subject to City standard plan T10-17. Similarly to the extension of NE 46th Street, the paved street width would be 28 feet to allow for on-street parking. The difference would be that the landscape strip and sidewalk would be on one side of the street and the overall tract width would be 37.5 feet. No residences would abut the side of the loop lacking a

sidewalk. *Exhibits 1 and 1.C.*

19. The subject property contains Oregon white oak habitat, a priority habitat listed by the Washington Department of Fish and Wildlife. Consequently, the removal of Oregon white oak trees is regulated and subject to mitigation requirements. In this case, there are five Oregon white oaks on site with an estimated combined dripline area of 0.135 acres. Four of the five oaks would be retained on site. One oak must be removed because it is within the NE 46th Street corridor, near where the road enters the site. Because there is no alternative access to the subject property, removal of the tree is unavoidable. As mitigation for this impact, six two-inch caliper Oregon white oaks would be planted within the RMA or RB of Burnt Bridge Creek. *Exhibits 1.J and 1.C; Exhibit 2.*
20. Burnt Bridge Creek is classified as a Type F stream. City of Vancouver critical areas regulations require a 100-foot riparian management area (RMA) from the ordinary high water mark of Type F stream, and an additional 75-foot riparian buffer (RB) beyond the edge of the RMA. Development may occur within the RB as long as mitigation is proposed that results in no net loss of riparian habitat functions on the site, and that functionally significant habitat (i.e., habitat that cannot be replaced or restored within 20 years) is preserved. *VMC 20.740.110.C.2 and Table 20.740.110-1.* In this case, the Applicant proposes to preserve the full width of the RMA within Tract E⁴, but develop most of the RB into housing. The impact area would be 0.76 acres. *Exhibit 1.C.* At present, the RMA and RB are dominated by herbaceous vegetation with scattered trees and shrubs near the ordinary high water mark. They provide moderate to low functions of sediment trapping and vegetative protection from surrounding land uses. No functionally significant habitat would be eliminated for development of the RB. *Exhibit 1.J, pages 6 and 11.* As mitigation for the encroachment into the RB, the Applicant proposes to enhance 1.196 acres of the RMA and 0.33 acres of the RB by removing invasive species, planting 920 native shrubs (plus the six Oregon white oaks required to mitigate tree removal), and monitoring the planted shrubs for five years. This mitigation would ensure no net loss of riparian habitat functions, as it would provide greater habitat diversity, refuge, and forage opportunities. *Exhibit 1.J.*
21. Although the submitted mitigation plan for development of the RB meets critical areas ordinance requirements (which are intended to ensure no net loss of critical areas functions), Planning Staff recommended that additional plantings be required for compliance with the planned development criterion that the development must demonstrate use of “innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design.” *VMC 20.260.050.A.2.* Planning Staff recommended, in consultation with the urban forester, that 70 native trees be planted in the RMA to provide additional creek shading and habitat. Staff submitted that the additional mitigation is appropriate given the density bonus and proposed reduced lot sizes. The Applicant did not

⁴ The pedestrian/sewer maintenance path within the RMA is allowed pursuant to *VMC 20.740.110.C.2.b.2*, as the sewer lines are a preexisting use and require maintenance access, which access could not be located elsewhere. *Exhibit 1.*

object to the condition. *Exhibit 1; Testimony of Andrew Reule and Jayson Taylor.*

22. With respect to the on-site wetland, City of Vancouver critical areas regulations require an 80-foot buffer from the edge of Category III wetlands with low habitat functions (score of 3 to 5) when adjacent to high-intensity land use activities. *VMC Tables 20.730.140-2 and 20.740.140-5.* Because the wetland on the subject property has a habitat score of 5 and residential zoning is considered a high-intensity land use, the 80-foot buffer width is applicable. *VMC Table 20.740.140-1; Exhibit 1.J.*
23. The Category III wetland and a portion of its buffer would be preserved within Tract H. There would be no direct impact to the wetland. However, a portion of the buffer would be permanently impacted by proposed road construction, resulting in an indirect impact to the wetland of 4,625 square feet. The impact is unavoidable because the wetland is adjacent to the NE 46th road stub such that the buffer covers the only means of access into the subject property. *Exhibits 1.C and 1.J.*
24. To minimize impacts to the wetland buffer and to support reducing the buffer pursuant to VMC 20.740.140.C.1.b.iii, the Applicant proposes to fence and sign the wetland to prevent human and pet disturbance. The wetland would be protected from untreated stormwater runoff because runoff from the adjacent streets would be treated and routed to the proposed stormwater detention pond. Upland runoff is not required for the wetland's hydrology. *Exhibit 1.J.*
25. To compensate for the loss of wetland buffer, the Applicant proposes to purchase 0.053 credits at Terrance Mitigation Bank, which represents a 0.50:1 ratio of compensation to impact. The reduced ratio reflects that the wetland impact on the subject property would only be indirect – the wetland itself would not be disturbed. The Terrance Mitigation Bank site is approximately 2.5 miles from the subject property and within the same watershed. The purpose of the bank is to restore 89.15 acres of wetland habitat to pre-agricultural conditions. The project is expected to lift the wetland ratings of the wetlands on the site from the current Category III or IV to Category I. *Exhibit 1.K.*
26. The Washington State Department of Ecology reviewed the critical areas report and mitigation plan and did not comment. *Exhibit 1.I.*
27. No development would occur within the floodway or floodplain of Burnt Bridge Creek. These features would be entirely contained within Tract E. The floodplain elevation on site is between 188.36 feet and 189.39 feet, and the minimum lot grade depicted on preliminary grading plans is approximately 195 feet. While the final lot elevation might be slightly lower, the Applicant submitted that all lots would be at least four feet above the floodplain elevation. Initially, City Staff initially recommended as a condition of approval that the Applicant provide FEMA elevation certificates for each residence to ensure compliance with VMC 20.740.120.J.10.c (requiring the lowest floor to be elevated at least one foot above base flood elevation). However, based on the information and arguments presented by the Applicant at hearing, Staff concurred that the requirement

could be eliminated in favor of a condition requiring the Applicant's engineer to certify by letter that all of the lots are elevated at least one foot above the floodplain, and requiring a plat note prohibiting underground structures or basements on the lots. *Exhibits 1, 1.C, and 2; Jayson Taylor, Travis Johnson, and Andrew Reule Testimony.*

28. VMC 20.320.070.A.1.d.2 specifies that if a subdivision is traversed by a watercourse (such as a stream), a stormwater easement must be provided for the width of the watercourse plus 15 feet on each side of the watercourse. The easement requirement was incorporated into the conditions of project approval. *Exhibit 1.*
29. The Applicant submitted a professionally prepared transportation impact study dated August 17, 2022. The trip generation of the development was estimated using the rates contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition* for Land Use Code 210 – Single-Family Detached Housing and the comparable rates adopted by the City of Vancouver. Using these rates, the project is expected to generate 330 average weekday trips, including 25 AM peak hour trips and 33 PM peak hour trips. For purposes of evaluating the off-site traffic impact, the Applicant's consultant assumed that all of the traffic generated by the subdivision would use the intersection of NE 46th Street and NE 112th Avenue, an unsignalized intersection that currently operates at Level of Service (LOS) F during the AM peak hour and LOS D during the PM peak hour. This resulted in a conservative, worst-case analysis because there are alternative routes to exit the neighborhood. The result of the study was that the intersection is expected to operate at LOS F during both the AM and PM peak hours at project buildout. Comparing projected 2024 background traffic conditions to projected with-project traffic conditions, the traffic generated by the subdivision would cause the AM peak hour delay to increase from 57 seconds (LOS F) to 109 seconds (LOS F), and the PM peak hour delay to increase from 31 seconds (LOS D) to 65 seconds (LOS F). However, the consultant concluded that no mitigation is warranted under VMC 11.80.130.B because the volume to capacity ratio at the approach would be less than 0.95. Further, signal warrants are not met at the intersection and there is sufficient queuing distance at the intersection. The crash history at the intersection does not indicate design deficiencies. City Staff concurred with the Applicant's analysis, submitting that the intersection operates acceptably under City standards and would continue to do so after completion of the project. *Exhibits 1 and 1.L.*
30. The subject property is located within the #303 Transportation Analysis Zone. The project would add PM peak hour trips to several Transportation Management Zones, including three Fourth Plain Blvd corridors (five trips total), Andresen Road (one trip), two 112th Avenue corridors (27 trips total), two Burton Road/28th Street corridors (two trips total), and two NE 18th Street corridors (four trips total). Based on these impacts, the Applicant would be required to pay concurrency modeling fees of \$1,500.00 prior to civil plan approval. *Exhibits 1 and 1.L.*
31. Pursuant to VMC 11.70.090, the segment of NE 112th Avenue between NE 28th Street and NE 51st Street is designated as a Category 1 Concurrency Corridor, which stipulates

that the corridor is operating at or above the City's adopted level of service standards. The number of PM peak hour trips generated by the instant development is not anticipated to cause the corridor to drop below the adopted level of service standard. *Exhibit 1.*

32. The Applicant is required to pay traffic impact fees pursuant to VMC 20.915, which would be calculated at the time of building permit application and payable at the time of building permit issuance. *Exhibit 1; VMC 20.915.*
33. Compliance with the City's off-street parking requirement of one space per dwelling unit (VMC 20.945) would be confirmed at the time of building permit issuance. As proposed, the residences would each have two-car garages and driveways for off-street parking. *Exhibits 1, 1.B, and 1.C; Jayson Taylor Testimony.*
34. There are no known septic systems or wells on the subject property. Consistent with comments submitted by the Clark County Public Health Department, the recommended conditions of project approval require the Applicant to abandon/decommission any septic systems or wells found on the property consistent with Health Department and state requirements. *Exhibit 1.G.*
35. Public water is available to the site through extension of an existing main in NE 46th Street. *Exhibit 1.*
36. Public sewer is available to the site. There are existing sewers that run through the site along a portion of the eastern property line and parallel to Burnt Bridge Creek in the northern and northwestern portions of the site, in the general area of the walking path. The City submitted that a portion of the existing sewer was mistakenly constructed outside of the recorded easement, and that if the Applicant moved the sewer, it would receive a credit towards the sewer connection fees. The potential for a credit is addressed in the recommended conditions of approval. To meet required sewer access requirements, the Applicant would widen the walking path as needed to be suitable for the City's maintenance vehicles. This would not affect the critical areas mitigation requirements applicable to the project. *Exhibits 1 and 1.C; Testimony of Jayson Taylor and Andrew Reule.*
37. Infiltration of stormwater is not feasible on the site. Consequently, stormwater runoff would be routed to a detention pond located in proposed Tract F, which would discharge to an existing 30-inch storm pipe that outfalls to Burnt Bridge Creek. The rate of discharge would be consistent with City of Vancouver requirements. Runoff from pollution-generating surfaces would be treated through Storm Filter catch basin filter cartridges, a methodology that has been approved by the Washington Department of Ecology. *Exhibits 1, 1.N and 1.M.*
38. The Applicant has submitted a stormwater pollution prevention plan that describes the temporary and permanent erosion and sediment control measures, pollution prevention

measures, inspection and monitoring activities, and recordkeeping that would be implemented during construction of the project. Because more than one acre would be disturbed and stormwater would be discharged to a surface water, the Applicant must apply for coverage under the Washington Department of Ecology's Construction Stormwater General Permit. Per the conditions recommended by City Staff, the Applicant must submit a copy of the permit prior to civil plan approval. *Exhibits 1, 1.N, and 1.F.*

39. The Fire Department has reviewed the proposed project and determined that it can meet the requirements of VMC Title 16 and the International Fire Code if properly conditioned. Planning Staff included the Fire Department's conditions in the recommended conditions or approval. *Exhibit 1.*
40. The subject property is located within the Evergreen School District. School aged residents of the plat would attend Orchards Elementary, Covington Middle, and Heritage High Schools. Impacts to school capacity would be mitigated through payment of mitigation fees pursuant to VMC 20.915. *Exhibit 1.*
41. Because the subject property is within an area of high probability for the discovery of archaeological resources, a predetermination report was prepared pursuant to VMC Chapter 20.710. Based on the report, the City's contract archaeologist determined that no archaeological resource survey is required. However, Planning Staff recommended a condition of approval requiring work to stop if any archaeological deposits are discovered during ground-disturbing activities. *Exhibit 1.*
42. Pursuant to the State Environmental Policy Act (SEPA), the City of Vancouver acted as lead agency for review of environmental impacts caused by the proposal. After review of the Applicant's environmental checklist and application materials, the SEPA Responsible Official issued a notice of application, remote public hearing, and optional SEPA determination of non-significance (DNS) on October 19, 2022. After reviewing agency comments received, the City issued a final DNS on November 22, 2022, which was not appealed. *Exhibits 1, 1.E, 1.F, 1.H, and 3.*
43. Public comment on the proposal related to the proposed usage and landscaping of open space Tract G, which is in the southeast corner of the property. The concern was that larger trees planted along the perimeter of the tract would impact the adjacent commenter's septic system, and that there would be noise resulting from tract usage. In addition, there was concern about loss of privacy from the two two-story homes nearest Tract G. *Ann Dabbs Testimony.* In response to the concerns raised in public comment, Planning Staff noted that the overhead powerlines along the property line limit tree placement. *Andrew Reule Testimony.* The Applicant submitted that the trees proposed would not be particularly tall – incense cedars – and that they would be placed approximately 20 feet from the property line. At that distance, the roots are not expected to impact septic systems on abutting parcels. With respect to noise, Tract G would not be lighted. The lack of lighting would effectively restrict usage to daytime hours. With respect to the privacy impact, the two-story homes would be approximately 100 feet from

the property line, and any second floor windows facing the commenter's house would be approximately 17 feet high and screened by the incense cedars. *Jayson Taylor Testimony.*

44. Having considered all public comment and the full Applicant submittal, Planning Staff recommended approval of the subdivision and planned development, subject to the conditions presented in the Staff Report as modified at the hearing. *Exhibit 1; Andrew Reule Testimony.* With the exception of the flood certificate issue described in previous findings, the Applicant did not object to the recommended conditions. *Jayson Taylor Testimony.*

CONCLUSIONS

Jurisdiction:

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

Planned Development Criteria for Review:

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

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

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

Subdivision Criteria for Review:

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

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

- F. Compliance with all requirements of this title. The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval; and
- G. Compliance with State requirements. That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.
- H. Narrow Lot Additional Criteria. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030 A, B and C.

Additional Applicable Provisions:

Pursuant to VMC 20.740.060, proposed development within critical areas shall be reviewed and approved, approved with conditions, or denied based on the proposal's ability to comply with all of the following criteria:

- A. Avoid Impacts. The Applicant shall first seek to avoid all impacts that degrade the functions and values of (a) critical area(s). This may necessitate a redesign of the proposal.
- B. Minimize Impacts. Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.
- C. Compensatory Mitigation. The applicant shall compensate for the unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.
- D. No Net Loss. The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.
- E. Consistency with General Purposes. The proposal is consistent with the general purposes of this chapter and does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site;
- F. Performance Standards. The proposal meets the specific performance standards of Fish and Wildlife Habitat Conservation Areas VMC 20.740.110, Frequently Flooded Areas VMC 20.740.120, Geologic Hazard Areas VMC 20.740.130, and Wetlands VMC 20.740.140, as applicable.

Conclusions Based on Findings:

A. Planned Development

1. As conditioned, the plans demonstrate compliance with the content requirements and development standards for planned developments set forth in VMC 20.260, including those relating to housing type, building height, density, lot dimensions, and open space. The requested adjustment to the lot area standard satisfies the criteria of VMC 20.260.050(B). The adjustment is warranted due to site conditions (the presence of critical areas) and the proposed site design (placement of the residences in the interior of the site, and providing common open spaces with trail and picnic amenities in lieu of larger yards). The affordability of the smaller residences would be a community benefit. Any impacts associated with the small lot sizes would be mitigated through the increased setbacks. The Hearing Examiner recommends that the reduced lot sizes be approved. *Findings 5, 7, 8, 9, 10, 11, 14, 43, and 44.*
2. As conditioned, the development demonstrates use of innovative, aesthetic, energy-efficient and environmentally friendly architectural and site design. The Hearing Examiner concurs with Planning Staff that the project requires additional mitigation to be aesthetically and environmentally friendly, and that tree planting within the Burnt Bridge Creek RMA would be an appropriate solution. The Hearing Examiner notes that the Applicant, by developing nearly all of the RB and reducing the lot sizes to a third of the minimum of the R-6 zone, is able to achieve the maximum overall development density of the R-6 zone including all bonus density. This benefit warrants requiring more than the minimum with respect to critical areas mitigation. *Findings 8, 9, 10, 14, 20, 21, and 44.*
3. There is sufficient capacity in the transportation system for the traffic generated by the development. Traffic mitigation fees would be paid in accordance with ordinance requirements. *Findings 29, 30, 31, and 32.*
4. Adequate public services are available to the development. *Findings 35 and 36.*
5. As conditioned, resources such as significant trees and critical areas would be protected consistent with ordinance requirements. Consistent with the critical areas criteria of VMC 20.740.060, impacts to the RMA of Burnt Bridge Creek and direct impacts to the Category III wetland would be avoided. Indirect impacts to the wetland (i.e., buffer reduction) are unavoidable because the buffer encompasses the only access to the site. However, impacts to the wetland would be minimized through techniques such as fencing, and compensatory mitigation would be provided through purchase of mitigation bank credits. With respect to the RB of Burnt Bridge Creek, mitigation would be provided on site through enhancement of the RMA. The mitigation plan for both the creek and the wetland would ensure that there is no net loss of critical area functions and values. No evidence was presented that the development would pose a threat to the public health, safety, or welfare. The relevant performance standards for critical areas have been addressed or are addressed in the conditions of approval. The conditions of approval require the Applicant to implement the mitigation plan, record a conservation

covenant, provide financial assurance for mitigation maintenance and monitoring, install fencing and signage along the wetland buffer, and submit engineer-stamped certification that the lots are elevated at least one foot above the floodplain. A condition is added that will prohibit construction of basements on any of the lots. *Findings 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 43, and 44.*

6. As conditioned, the proposed development would be compatible with adjacent residential land uses. The site design provides for significant setbacks between the proposed residences and surrounding larger residential lots and provides parking far in excess of code requirements to ensure that project-related parking does not affect the surrounding neighborhood. The trail system would be retained and open for public use, providing a connection between the adjacent park and the Burnt Bridge Creek riparian area. *Findings 6, 9, 14, and 44.*
7. Mitigation of off-site impacts would be accomplished through payment of park, school, and traffic mitigation fees. As conditioned, street lighting would be installed consistent with City standards. Although concern was raised regarding noise from usage of open space Tract G, based on the relatively small size of the tract, the number of residences potentially using the tract, and the lack of lighting, it is the Hearing Examiner's opinion that additional conditions of approval are not warranted. In the event that future privacy and noise issues arise, if outreach to the homeowners association is not successful, affected neighbors could seek redress through City code enforcement. *Findings 14, 15, 32, 40, and 43.*

B. Preliminary Plat

1. As conditioned, appropriate provision has been made for transportation, water, storm drainage, erosion control, and sewage disposal. The conditions of approval detail the applicable street requirements. The local street system has capacity to serve the development. Traffic mitigation fees would mitigate the impact of the project's increased trips on the surrounding transportation system. *Findings 18, 29, 30, 31, 32, 35, 36, 37, 38, and 44.*
2. As conditioned, appropriate provision has been made for streets, alleys, utilities, and other improvements consistent with City and State standards. The conditions of approval detail the applicable street requirements. *Findings 18, 35, 36, 39, and 44.*
3. The proposed open space exceeds the 10% minimum requirement for planned developments and would include a trail that is accessible to the public. Impacts to schools and City parks would be mitigated through payment of mitigation fees. Easement requirements are addressed in the conditions of approval. *Findings 14 and 15.*
4. The design of the subdivision takes into account the physical features of the site, including critical areas. Most of the Oregon white oak on site would be retained. Impacts to the wetland would be limited to unavoidable indirect impacts. The RMA of Burnt Bridge Creek would be preserved and enhanced. The site design preserves a

walking path that connects to the adjacent park. The stormwater management system would not rely on infiltration due to soil limitations. *Findings 14, 19, 20, 22, 23, 24, 27, and 37.*

5. The proposed subdivision is not a re-plat of an existing subdivision. *Finding 3.*
6. As conditioned, the subdivision complies with the applicable requirements of VMC 20.320, which address subdivision layout and access requirements. *Findings 13, 18, and 44.*
7. The above criteria largely address the requirements of RCW 58.17.110. The RCW also includes a requirement that a subdivision make appropriate provision for safe walking conditions for students who only walk to and from school. In this case, appropriate provision is made for safe walking conditions through sidewalks along the internal streets. The public interest would be served by the provision of housing developed consistent with the density standard of the R-6 zone and the planned development criteria. *Findings 5, 6, 7, 8, 9, 14, 15, 18, 27, 32, 35, 36, 37, 38, 39, 40, and 44.*
8. As conditioned, the proposal is consistent with the narrow lot development criteria. The site is designed to avoid conflicts on narrow lots, and sufficient guest parking would be provided. However, because the criteria for narrow lot guest parking areas in excess of five spaces have not been met, the number of parking spaces in Tract G must be limited to five. *Finding 12.*

RECOMMENDATION

Based on the foregoing findings and conclusions, the requested preliminary plat and planned development to subdivide 6.08 acres into 33 single-family residential lots at 11017 NE 51st Circle **SHOULD BE APPROVED** subject to the following conditions to be satisfied by the Applicant or successors in interest:

Prior to Civil Plan Approval

1. Upload the civil plan review set showing all the revisions requested as well as all necessary reports (geotechnical, hydrology, traffic analysis, road modification, etc.). Include a detailed site plan in the civil plan review set. For questions on these requirements please contact 360-487-7804.
2. Grading plan review fees will be due upon submittal of civil plans for review. Contact Permit Center staff at 360-487-7802 to obtain a fee quote.
3. The common parking area shall be reduced to five stalls.
4. Revise the street names so that the main leg of the proposed private street shall be named NE 46th Street. The southernmost leg of the loop shall be named NE 103rd Place and the northernmost leg of the loop shall be named NE 104th Place.

5. A note shall be added to the plans stating: “In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver’s Community Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist.”
6. The mitigation and landscape plans shall be revised to include the planting of 70 native trees within the riparian zone, such as bigleaf maple, red alder, Oregon white oak, Douglas fir and western red cedars to shade the creek and provide habitat value. Do not plant conifers south of any Oregon white oak.
7. Include this note on civil plans: “Trees and Shrubs in Sight Distance Triangles: All shrubs within sight distance triangles shall be maintained so that foliage height above pavement does not exceed 2.5 feet. Street trees within sight distance triangles shall be limbed up to a height of 10 feet consistent with ANSI A300 standards to provide for sight distance visibility.”
8. Show protection of off-site trees with tree protection fencing on the grading plan.
9. Space conifer trees 20 feet on center to provide enough canopy and root space for trees to mature. Given the proximity to a riparian zone, utilize approximately 33% Douglas fir, 33% Western Red Cedars, and 33% Alaskan Yellow Cedars. If not all conifers can meet this spacing requirement in the developed portion of the site, the remaining trees shall be planted within the riparian zone, and they will count towards the 70 native trees required to be planted in the riparian zone.
10. Do not plant conifers south of Oregon White Oak 16. Plant additional White Oaks 30 feet from this tree in the open space.
11. Pay concurrency modeling fees totaling \$1,500.
12. Prepare the utility plan in accordance with the City of Vancouver’s *General Requirements and Details for the Design and Construction of Public Sanitary Sewers*. Address comments and submit the final design for civil plan approval. Note: this may include widening and resurfacing the walking path through the RMW to adequately accommodate sewer maintenance vehicle access.
13. A Construction Stormwater Pollution Prevention Plan (SWPPP) must be submitted to the City.
14. A copy of the NPDES construction permit must be submitted to the City.
15. An easement in the form of a covenant running with the land shall be dedicated to the City of Vancouver around the stormwater facilities for access and inspection.

16. New and existing fire hydrant locations related to this project shall be shown.
17. Fire lane signs and details shall be shown on the sign and striping pages if applicable.

Prior to Construction

18. Fire hydrants for emergency use shall be established and maintained.
19. Fire apparatus access roads shall be established and maintained.
20. Site security measures shall be installed to prevent unauthorized access.

During Construction

21. Comply with the requirements for solid waste management and water quality noted in the Department of Ecology's letter dated November 18, 2022.
22. If the Applicant keeps the existing on-site public sewers as-is, pay the \$117,309.17 sewer main fee prior to issuance of construction permits.
23. If the Applicant moves the sewer, pay the difference between the \$117,309.17 sewer main fee and the city-approved credit for moving the sewer into the existing easement prior to issuance of construction permits.
24. Secure construction permits and schedule and attend a pre-construction meeting. Construct new sewers, service laterals, and maintenance access shown on the approved plans. Satisfy construction services inspection requirements and secure construction acceptance.
25. Satisfy submittal and other requirements itemized in the Notification of Civil Plan Approval and secure final civil project acceptance.
26. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.
27. All fire safety provisions of the International Fire Code shall be adhered to.
28. No smoking signage shall be posted throughout the site except in designated smoking areas.
29. Site security shall be maintained to prevent unauthorized access.
30. Consideration for emergency vehicle access shall be taken when staging materials for construction.
31. A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in

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accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading. Please send to inspectionreports@cityofvancouver.us.

Prior to Final Plat Approval

32. Submit a final plat application. Applications can be found under Building, Planning and Environment on the City of Vancouver website, www.cityofvancouver.us.
33. A stormwater easement the width of Burnt Bridge Creek plus 15 feet on each side within the subject site shall be provided to the City.
34. Complete all mitigation planting and the wetland bank credit purchase.
35. Record a conservation covenant per VMC 20.740.040B. The covenant shall acknowledge the presence of the sewer easement and trail within the Riparian Buffer and/or RMA.
36. Provide a financial assurance in the amount of 125 percent of the estimated cost of mitigation maintenance and monitoring for five years per VMC 20.740.040C.
37. Install a physical demarcation with signage along the outer perimeter of the wetland buffer and riparian area per VMC 20.740.140C1c and VMC 20.740.110C1d.
38. Place a note on the plat stating: "Zero lot line development is subject to the standards of VMC 20.910.050."
39. Covenants running with the land, approved by the City Attorney, which guarantee that the opposite side yard setback of not less than five feet shall be kept perpetually free of permanent obstructions (for exception, see Section 20.902.020), shall be filed with the deed(s) or noted on the plat.
40. Covenants running with the land, approved by the City Attorney, shall convey a four-foot maintenance easement with a 1-1/2-foot encroachment into the easement provision, in order to permit variations in design from the adjoining lot. No windows shall be allowed along this wall in any case.
41. Place a note on the plat stating: "Pursuant to VMC 20.915, Park, School and Traffic impact fees must be paid prior to the issuance of a building permit for any single-family home within this subdivision. These fees do not constitute liens against the lots in this subdivision but are collected as a condition of initial building permit issuance."
42. A note shall be added to the plat stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the

Findings, Conclusions, and Recommendation

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findings to be investigated and assessed by a professional archaeologist.”

43. If a septic system is found, it must be properly abandoned, with written verification submitted to the Health Department. The proposed development must connect to public sewer. A copy of the final acceptance letter from the purveyor shall be submitted to the Health Department along with the final plat.
44. If a well is found, it must be properly decommissioned by a licensed well driller per WAC 173-160-381. Written verification of abandonment must be submitted to the Health Department. The location of any decommissioned well must be shown on the final plat. The proposed development must connect to an approved public water system. A copy of the final acceptance letter from the purveyor shall be submitted to the Health Department along with the final plat.
45. Identify on the plat responsibility/ownership of tracts and how they will be maintained.
46. Provide a letter from a licensed professional engineer certifying that all finished lot elevations are at least one foot above FEMA floodplain elevations, and provide a note on the plat indicating that basements are prohibited.
47. The following note shall be placed on the final plat: “Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. Street trees must be planted prior to occupancy per the approved plan.”
48. Show and note proposed on-site public sanitary sewer and access easements on the plat. Specify that the easements are recorded with the plat. Include standard required City of Vancouver plat easement recording language.
49. Revise the street names so that the main leg of the proposed private street shall be named NE 46th Street. The southernmost leg of the loop shall be named NE 103rd Place and the northernmost leg of the loop shall be named NE 104th Place.
50. Provide the following improvements to NE 46th Street, per City of Vancouver standards:
 - Dedicate a 46-foot private street tract.
 - Construct a private street with 28-foot pavement width. Curb, gutter, and five-foot detached sidewalks must be constructed on both sides of the street, per T10-17.
 - Install ‘No Parking – Fire Lane’ signs at appropriate spacing along one side of the street.
 - Utility trenching within the public portion of NE 46th Street shall be restored per T05-04A&B and T05-05. Asphalt restoration shall meet T05-01A&B and T05-07. A single continuous width restoration is required.

- Street lighting must be installed to current standards, see street lighting comments below.
 - Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.
51. Provide the following improvements to NE 103rd Place and NE 104th Place, per City of Vancouver standards:
- Dedicate a 37.5-foot private street tract.
 - Construct a private street loop with 28-foot pavement width. Curb and gutter must be constructed on both sides of the street and five-foot detached sidewalk must be constructed on one side of the street, per T10-17. The sidewalk must be constructed on the side of the street from which the lots take access.
 - Install ‘No Parking – Fire Lane’ signs at appropriate spacing along one side of the street.
 - Street lighting must be installed to current standards, see street lighting comments below.
 - Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.
52. Place a note on the plat stating: “All lots shall conform to the City of Vancouver’s driveway spacing standards, per VMC 11.90.016.”
53. Place a note on the plat stating: “The City of Vancouver has no responsibility to improve or maintain the private streets contained within, or private streets providing access to, the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, streetlights, curbs, or landscaping.”

Prior to Building Permit Approval

54. The building wall on the zero-foot yard setback shall be constructed of window-free, fire resistive construction per the Building Code standards of Title 17, no portion of which shall project over any property line. The construction shall be subject to review by the building official.

Prior to Occupancy

55. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.
56. Required fire lane signage shall be installed.

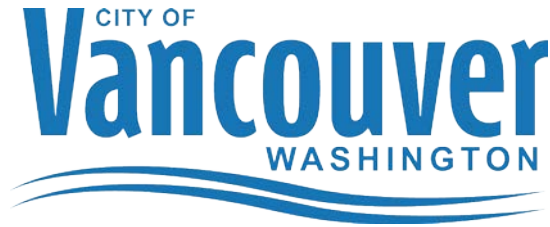
57. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
58. Permanent vehicle gates crossing required fire lanes shall remain unlocked or open until approved by the fire department.
59. Conditions identified in the construction permit shall be met.
60. All requirements of the applicable fire and building codes and their referenced standards shall be met regardless of approved construction plans.

Issued February 1, 2023.

By:



Sharon A. Rice
City of Vancouver Hearing Examiner



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www.cityofvancouver.us

**Staff Report and Recommendation to the Hearing Examiner
PRJ-168078/LUP-82789**

Project Name	Kevanna Park Meadows Planned Development
Report Date	January 3, 2023
Hearing Date	January 17, 2023
Proposal	Approval of a 33-lot subdivision and planned development for single-family homes using the Type IV process.
Location	11017 NE 51st Circle, at the west end of NE 46th Street. Burnt Bridge Creek runs along the northern and western boundaries of the site. Assessor's serial number: 159850000.
Contact	Travis Johnson, PE, PLS Engineering, 604 West Evergreen Blvd., Vancouver, WA 98660. 360-944-6519.
Applicant	Chad Stewart, Ginn Group, LLC, 502 NE 72nd Street, Vancouver, WA 98665. 360-768-5025.
Property Owner	Affinity Vancouver Manager, LLC, 120 West Cataldo Ave., Ste. 100, Spokane, WA 99201. 509-321-3218.
Staff	Andrew Reule, Senior Planner (Case Manager) Eric Hahn, Senior Civil Engineer – Transportation/Concurrency Mark Hazuka, Senior Civil Engineer – Stormwater/Erosion Control Catherine Morey, Senior Civil Engineer – Sanitary Sewer Giff Hancock, Senior Engineering Technician – Water Andrew Jorgenson, Deputy Fire Marshal Patricia Thomson, Building Plans Examiner
SEPA Determination	Final Determination of Nonsignificance
Approval Criteria	Planned Development – VMC20.260.050 Subdivision – VMC20.320.040
Staff Recommendation	Preliminary subdivision and planned development approval with conditions. Project conditions are identified in the conclusion of this report.

RECOMMENDATION

This report to the land use hearing examiner is a recommendation from the Community Development Department. The examiner may adopt, modify or reject this recommendation. The hearing examiner recommendation will be forwarded to the City Council for a final decision.



Report Prepared by
Andrew Reule, Senior Planner/Case Manager

January 3, 2023

Date



Greg Turner, Manager
Land Use Team

January 3, 2023

Date

BACKGROUND

Project Summary

The project is a 33-lot single-family subdivision and planned development reviewed through the Type IV process. The development includes common open space and critical areas. Vehicular access will be provided via a connection to NE 46th Street to the east.

General Site Information

Zoning District	R-6
Adjacent Zoning Designations	R-6 to south and east. Park to northeast. CG to north and west.
Comprehensive Plan Designation	UL
Parcel Size	6.08 per site survey
Adjacent Land Uses	Residential to north, south and east. I-205 to west.
Access Roads	NE 46 th Street
Existing Vegetation	Mix of grass, trees and shrubs
Existing Structures	None
Topography	Generally level
Geologic Hazards	No mapping indicators
Seismic Hazard	Site class B-C and C. Very low liquefaction susceptibility.
Habitat and Species Impacts	Riparian and Oregon white oak habitat
Flood Plains	Floodway and floodplain of Burnt Bridge Creek
Wetlands	Wetland mapping
Archaeology	Level A and site buffer
Drainage Basin	Burnt Bridge Creek
Wellhead Protection	Not in buffer area
Soils	LgB and ThA
Park Impact Fee District	C
School Impact Fee District	Evergreen
Impacted Schools	Orchards, Covington and Heritage
Traffic Impact Fee District	Pacific
Transportation Analysis Zone	303
Sewer District	Vancouver
Water District	Vancouver
Fire Service	Vancouver
Neighborhood Association	Kevanna Park

Procedural History

Activity	Case #	Date
Pre-application conference	PIR-82372	05-12-2022
Application accepted	LUP-82789	09-06-2022
Application determined fully complete		10-05-2022
Notice of application and notice of public hearing		10-19-2022
SEPA determination: DNS		10-19-2022
Hearing Date		01-17-2023

APPLICABLE REGULATIONS

Vancouver Municipal Code

VMC Chapters 11.80 Street Standards; 11.90 Transportation; 11.95 Transportation Concurrency; 14.04 Water and Sewer Use Regulations; 14.16 Water and Sewer Service Connections; 14.24 Erosion Control; 14.25 Stormwater Control; 16.04.160 Water Supply and Fire Hydrants; 16.04.150 Fire Apparatus Access; 16.04.170 through 16.04.210 Fire Protection Systems; 16.04.010 Premises Identification; 20.210 Decision Making Procedures; 20.260 Planned Development; 20.320 Subdivisions; 20.410 Lower Density Residential Districts; 20.710 Archaeological Resource Protection; 20.740 Critical Areas Protection; 20.770 Tree Conservation; 20.910.050 Zero Lot Line Developments; 20.915 Impact Fees; 20.925 Landscaping and Open Storage; 20.927 Narrow Lots; 20.945 Parking and Loading; 20.970 Solid Waste; and 20.790 State Environmental Policy Act.

Comprehensive Plan

Public Works Publications

General Requirements & Details for Water Main Construction
General Requirements & Details for Sewer Main Construction

Other

RCW 58.17
Manual on Uniform Traffic Control Devices

ANALYSIS

Staff reviewed the proposal for compliance with applicable regulations, code criteria and standards in order to determine whether all potential impacts will be mitigated by the requirements of the code.

PUBLIC AND AGENCY COMMENTS

Clark County Public Health

Public Health issued a Development Review Evaluation dated June 2, 2022 for the proposal (Exhibit G). A summary of the findings of that report are below.

No septic system is known to exist on the subject site. **If a septic system is found, it must be properly abandoned, with written verification submitted to the Health Department prior to final plat approval. The proposed development must connect to public sewer. A copy of the final acceptance letter from the purveyor shall be submitted to the Health Department along with the final plat.**

No well is known to exist on the subject site. **If a well is found, it must be properly decommissioned by a licensed well driller per WAC 173-160-381. Written verification of abandonment must be submitted to the Health Department prior to final plat approval. The location of any decommissioned well must be shown on the final plat. The proposed development must connect to an approved public water system. A copy of the final acceptance letter from the purveyor shall be submitted to the Health Department along with the final plat.**

Dept. of Ecology

The Department of Ecology submitted a letter dated Nov. 18, 2022 (Exhibit H) and a follow-up email dated Nov. 29, 2022 (Exhibit I). The letter indicates requirements for critical areas protection, solid waste management and water quality. **The applicant must comply with the requirements for solid waste management and water quality.** Critical area issues are addressed in the Critical Areas Protection section of this report. The follow-up email indicated no concerns with the critical area report or mitigation.

FINDINGS

20.210 Decision Making Procedures

Finding: Per Table 20.210-1, planned developments require a Type IV process. This process requires a 30-day public comment period, a hearing before the city's land use hearing examiner, and a decision by the City Council. As noted in the procedural history section above, staff followed the required notification procedures and review timelines for a Type IV development application. Public comments are addressed in the Public and Agency Comments section above.

Conclusion: The proposal complies with the procedural requirements of VMC 20.210.

20.260 Planned Developments

Finding: Per VMC 20.260.030B, planned developments, 25 acres or less in area, require a Type IV process with a recommendation by the hearing examiner to the City Council for final approval.

20.260.020 Applicability

A. Applicable in all zones.

The planned development is a development vehicle that may be used in all base zoning districts except in the Park, Greenway and Natural Area districts.

Finding: The base zone of the parcels is R-6; therefore, a planned development is allowed.

B. Permitted Uses.

Finding: The applicant is proposing 33 single-family detached residential units. In the R-6 residential district, single-family detached dwellings are a permitted use.

20.260.030 Approval Process

A. Elements of approval process. *The two elements of the planned development approval process*

- 1. Approval of the planned development concept development plan which contains a substantial level of detail for the whole project; and*
- 2. Approval of the detailed site plan(s) to be constructed in one or more phases that provide all of the additional detail not contained in the concept plan.*

Finding: The applicant has submitted a concept development plan and a detailed development plan as part of their planned development application. In addition, the applicant is requesting approval of a subdivision. Per VMC 20.260.030(C), filing multiple applications is permitted and shall be reviewed by the procedure type of the highest level. The review of a new planned development concept plan requires a Type IV procedure which is the highest level of application. Staff finds the proposed concurrent reviews adhere to VMC 20.260.030(C).

20.260.050 Approval Criteria

A. Concept development plan approval criteria. To receive approval for a planned development, the applicant shall demonstrate compliance with all of the following criteria:

1. Content. The concept plan contains all of the components required in Section 20.260.070. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section 20.260.030 (D)(2).

Finding: The applicant has submitted a Concept Development Plan with their application. Elements of this plan were reviewed against VMC 20.260.070. Further analysis of this plan will be addressed throughout this report.

2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design.

Finding: The proposed development includes small energy-efficient homes that maximize the density of the site while maintaining some environmentally sensitive areas pursuant to the city's critical areas ordinance; however, the proposal also develops most of the riparian buffer, which is the area between 100 and 175 feet from the ordinary high water mark of Burnt Bridge Creek. While this is permitted under the critical areas ordinance (VMC 20.740.110C2a) because functionally significant habitat has been preserved within the buffer and the Clark County habitat biologist has determined that, with mitigation, there is no net loss of habitat functions, it does not meet the above standard of "innovative, aesthetic and environmentally-friendly site design." **Therefore, prior to civil plan approval, the mitigation and landscape plans shall be revised to include the planting of 70 native trees within the riparian zone, such as bigleaf maple, red alder, Oregon white oak, Douglas fir and western red cedars to shade the creek and provide habitat value.** This will result in a development that complies with the requirement for innovative, aesthetic and environmentally-friendly site design.

3. Transportation system capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.

Finding: A transportation impact study was submitted to the City of Vancouver's Transportation Department for review. The analysis of this study found that there is adequate capacity in the city's transportation system to support the proposed development. See the Transportation section of this report for more details.

4. Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.

Finding: The proposal has been reviewed by the Public Works Department for public service availability. Their comments and conditions are addressed in the engineering sections of this report.

5. Protection of designated resources. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.

Finding: The site contains the floodway and floodplain of Burnt Bridge Creek, the Riparian Management Area (RMA) and Riparian Buffer (RB) of the creek, Oregon white oak habitat, and a wetland. The proposal has been reviewed for compliance with the city's tree preservation and critical areas ordinances. The requirements of these ordinances are addressed in the applicable sections of this report. See criterion 2 above for additional tree planting requirements.

6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per Section 20.260.020(C) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.

Finding: The subject site is bordered by natural areas and a residential care facility to the north, single-family homes and a city park to the east, single-family homes to the south, and natural areas and I-205 to the west. Based on the surrounding uses, the proposed development of single-family homes is compatible with adjacent uses. The proposed lots are all interior to the subject site, and none border adjacent lots.

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

Finding: The development will be subject to applicable building codes, routine site inspections during construction and VMC 8.20 Nuisances and VMC 20.935 Off-Site Impacts.

B. Adjustment approval criteria. Adjustments to numerical development standards may be processed as part of the request for concept if the applicant can demonstrate compliance with all of the following approval criteria:

1. The adjustment(s) is warranted given site conditions and/or characteristics of the design.
2. The benefits accruing from the implementation of the adjustment outweigh any potential adverse impacts.
3. Any impacts resulting from the adjustment are mitigated to the extent practical.

Finding: The applicant is not requesting adjustments to numerical development standards.

C. Conditions of approval. The review authority shall impose any conditions of approval necessary to mitigate potentially adverse impacts on surrounding properties to the greatest extent practicable.

Finding: Staff recommends the conditions of approval that are documented within this report and are listed at the end of the report. **The additional tree planting required within the riparian zone under criterion A2 above will mitigate adverse impacts from developing most of the riparian buffer.**

D. Detailed site plan approval criteria. During the site plan review process, the planning official shall approve the detailed development plan for one or more phases of the development upon finding that the final plan conforms to the approved conceptual development plan, including all conditions of approval, unless the modification of the concept plan is sought concurrently as described in 20.260.030 (C)(6) VMC.

Finding: The applicant has submitted detailed plans showing proposed houses for the new single-family lots. The applicant is not proposing phasing for this project.

20.260.060 Development Standards

A. Minimum development size. There shall be no minimum site size for any type of planned development.

Finding: The applicant is proposing a planned development for a tract of land 6.08 acres in size.

B. Applicability of base zone development standards. The provisions of the base zone are applicable as follows. When the zoning districts within the planned development have been shifted as permitted in Section 20.260.020 (C) VMC, the applicable development standards for the underlying zones shall shift accordingly.

1. *Lot dimensional standards:* The minimum lot depth and lot width standards shall not apply.

Finding: As noted above, no minimum lot depth or width standard applies.

2. *Lot coverage:* The site coverage provisions of the base zone shall apply.

Finding: The R-6 zone allows for 50 percent lot coverage. The plans indicate a maximum lot coverage of 50 percent.

3. *Setbacks:*

- a. *Front and rear yard setbacks for structures at the perimeter of the project shall be the same as required by the base zone except when an adjustment is approved, per Section 20.260.030(D).*

Finding: The proposed lots are all located within the interior of the site.

- b. *The side yard setback provisions shall not apply except that all detached structures shall meet the City's adopted building code requirements for type of construction.*

Finding: Each new house will be reviewed for compliance with the city's adopted building code at the time of building permit application.

- c. *Front yard and rear yard setback requirements in the base zone setback shall not apply to structures on the interior of the project except that any garage facing a street shall be set back a minimum of 18 feet from the front or side street property line.*

Finding: The proposal meets the front and rear yard setback requirements in the base zone.

- d. *All buildings will meet the front and rear yard setback standards as modified pursuant to this Chapter, except for maximum height for which a variance shall be sought, as governed by Chapter 20.290 VMC.*

Finding: The applicant is not proposing an adjustment to the height requirement of the base zone.

4. *The hearings examiner can reduce the minimum lot size requirement for attached and detached single-family residential uses in planned developments.*

Finding: The applicant is proposing lots as small as 2,080 square feet. The minimum lot size in the R-6 zone is 7,500 square feet. The smaller lot size accommodates the density permitted under a planned development in the R-6 zone, and increased preservation of environmentally sensitive lands. Staff recommends that the minimum lot size be reduced as proposed by the applicant.

C. Common open space. *In exchange for the approval of higher residential densities, smaller lots and relaxed development standards, the developer of a planned development is required to provide common open space for the active and passive recreational activities of residents, employees and visitors. Such space shall be aggregated and centralized to the development to the fullest extent feasible and shall consist primarily of a combination of landscaped open areas. Unlandscaped natural areas or paved hardscape areas may also be included if they also promote active or passive recreational uses. Features may include plazas, arbors, sitting areas, picnic areas, playing fields and trails.*

- In planned developments, the following requirements shall apply.
 - a. At least 10 percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PDs of two acres or more is prohibited. A reduction of this standard in PDs of less than two acres is subject to an adjustment per Section 20.260.030(D) VMC using approval criteria in Section 20.260.050(B) VMC.

Finding: The gross area of the site is 6.08 acres or 264,845 square feet. Ten percent of the site equals 26,485 square feet. The applicant is proposing 135,693 square feet, or 51 percent of the site, as open space that is accessible to residents.

- b. Fenced yards associated with buildings immediately adjacent to designated open space and landscaping in parking lots shall not count toward the total requirement.

Finding: No fenced yards or landscaping associated with parking lots are counted toward the open space requirement.

- c. Environmentally-constrained land within the planned development, including wetlands, geologically hazardous areas, sensitive wildlife habitats, pursuant to Section 20.740 VMC or native vegetation and healthy soil preservation pursuant to 20.770 VMC or stormwater facilities pursuant to Chapter 14.25 VMC; may be used to meet up to 50 percent of the total requirement specified in Subsection (a) above, provided that these areas are not fenced and are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

Finding: The plans indicate 15,619 square feet of open space that is not environmentally constrained. This represents 59 percent of the minimum open space requirement of 26,485 square

feet. The environmentally constrained open space is accessible to pedestrians via sidewalks and a walking path.

- The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:
 - a. A homeowners' or property owners' association as regulated by state law.
 - b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

Finding: A condition of approval has been added requiring the following note to be placed on the final plat, **"A homeowners' association shall be responsible for maintenance of all open space tracts listed on the plat."**

- The applicant may not seek a variance or adjustment to reduce the minimum open space requirement specified in Subsection (2)(a) above.

Finding: The applicant did not request a variance or adjustment to the minimum open space requirement.

D. Residential Density. An applicant for a planned development shall be entitled to an automatic residential density bonus of 15 percent above the maximum density allowed in the underlying base zone on the portions of the site devoted to housing.

Finding: The site has a zoning designation of R-6. The gross area of the site is 6.08 acres per a stamped survey. The total area of streets is 1.01 acres, for a net site area of 5.07 acres. The allowed density range for development within the R-6 zone is 4.5 to 5.8 units per acre.

Zone	Total Net Area	Minimum Units Required	Maximum Units Allowed
R-6	5.07 acres	23	29

Per VMC 20.260.060D2, planned developments are entitled to a 15 percent density bonus. Therefore, the maximum number of dwelling units permitted on the site is 33. The proposal is for 33 units.

Conclusion: The proposal complies with the planned development standards of VMC 20.260 as conditioned.

20.320 Subdivisions

Finding: Per VMC 20.320.020A2, the hearing examiner shall approve, approve with conditions or deny an application for subdivision preliminary plat by means of a Type III procedure using approval criteria contained in VMC 20.320.040 and 20.927.030 for narrow lot development.

Approval Criteria. Per VMC 20.320.040, to receive approval of a preliminary subdivision, the applicant must demonstrate compliance with the following criteria:

Public facilities provision

Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the city's current ordinances, standards and plans.

Finding: All utilities required for development are available to the site and will be extended as required for connection as indicated and conditioned in the engineering sections of this report.

Proposed improvements

Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the city's current ordinances, standards and plans, and Department of Health and/or Washington State Department of Transportation standards and plans, where applicable.

Finding: As noted in the engineering sections of this report, the proposed plat can comply with city requirements for streets, alleys and public ways, utilities, and other improvements as conditioned. Clark County Public Health performed a Development Review Evaluation for the project site June 2, 2022. Their requirements are noted in the Public and Agency Comments section of this report.

Open space and dedications

Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations.

Finding: Appropriate provisions to mitigate impacts of this development will be made with the payment of park and school impact fees, and the creation of open space tracts. The applicant will be required to provide any necessary easements prior to final plat approval. **Prior to final plat approval, indicate on the plat the ownership and maintenance responsibilities for the private tracts.**

Physical characteristics

The design of the proposed short subdivision or subdivision-site has taken into consideration the physical features of the site including but not limited to topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands.

Finding: The physical characteristics of the site have been considered and are addressed in the Critical Areas section of this report.

Re-platting of existing subdivisions

When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all of the terms and conditions of the existing subdivision's conditions of approval.

Finding: The subject site is not part of a recorded subdivision.

Compliance with all requirements of this title

The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval.

Finding: The provisions of this title have been met or will be met with conditions of approval as noted in this report.

Compliance with state requirements

That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.

Finding: The comprehensive plan identifies goals and policies that guide development in the City of Vancouver for the benefit of the public health, safety and general welfare. The proposed plat complies with these goals and policies by providing new housing units affordable to a large segment of the population at allowed densities; by providing the necessary infrastructure, including sidewalks, to serve the development, including the payment of impact fees for schools, parks and transportation; and by demonstrating all applicable laws can be complied with as conditioned. The proposed plat will assist in the expansion of the city's housing supply, it will facilitate development in an area that is largely developed and has urban services, and it will implement city goals promoting development while limiting urban sprawl.

Street improvement standards. *All proposed streets and street improvements shall comply with the provisions of Title 11 and approved transportation standards details on file with Transportation Services.*

As stated in the Transportation section of this report, proposed street improvements will comply with the provisions of Title 11, subject to the conditions of approval.

Blocks. *The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of motor vehicular, bicycle and pedestrian traffic and recognition of limitations and opportunities of topography.*

The proposed plat layout results in the creation of two blocks of single-family lots. The blocks provide for adequate building sites and access as noted and conditioned in this report.

Blocks – sizes. *Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical condition justifies variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.*

No block exceeds 1,300 feet in length between street lines or is adjacent to arterial streets. The length of the smallest block between streets is 183 feet.

Easements - utility lines. *Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.*

All water, storm, and sanitary sewer lines constructed within the public right of way do not require easements. However, if these lines, hydrants, water meters or other utilities are constructed outside the public right of way, dedication or easements will be required prior to final plat approval.

Watercourses. *If a subdivision is traversed by a watercourse, such as a drainage way, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.*

Burnt Bridge creek traverses the western edge of the site. **A stormwater easement the width of the creek plus 15 feet on each side within the subject site shall be provided to the city prior to final plat approval.**

Pedestrian/bicycle ways in and through residential subdivisions. *In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the Transportation Manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the Transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.*

No blocks are being created over 800 feet in length.

Flag lots. *Flag lots may be permitted, provided that the minimum width of the flag stem is 15 feet for a single lot and 20 feet for a shared flag access. No more than four lots may be accessed from a single flag stem.*

No flag lots are proposed.

Lot side lines. *Side lines, as far as practical, shall run at right angles to the street on which the lot faces.*

Side lot lines, as far as practical, run at right angles to adjacent streets.

Lot frontage. *With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.*

All lots have at least 20 feet of frontage.

Lot depth and setbacks. *Lots fronting or accessing on primary or secondary arterials shall be avoided when possible. If lots front on arterials, the lots shall have an average minimum depth of 100 feet.*

Finding: No proposed lot fronts on a primary or secondary arterial.

Parks and playgrounds. *The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.*

Park impact fees, assessed for each new residence, are to be used for the acquisition of new parklands and improvements to existing parks. The plat also includes several open space tracts.

Existing trees. *All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter 20.770 VMC Tree Conservation.*

The proposal complies with the tree ordinance as noted and conditioned in the Tree Conservation section of this report.

Public improvements. *Public improvements, which are installed by the developer either as a requirement of this approval or at his own option, shall conform to the requirements, improvement standards, specifications, inspections and procedures of Title 20.*

The applicant has submitted preliminary engineering plans. These have been reviewed by city engineers, and their comments and conditions are noted in the applicable engineering sections of

this report. Civil plans will be required to be submitted for review, approval and construction prior to recording the final plat.

Conclusion: The proposal complies with the approval criteria of VMC 20.320.040 as conditioned.

20.410.030 Lower Density Residential Uses

Finding: Per table 20.410.030-1, single-family dwellings are a permitted use within the R-6 zoning district.

20.410.040 Minimum and Maximum Densities

Finding: The site has a zoning designation of R-6. The gross area of the site is 6.08 acres per a stamped survey. The total area of streets is 1.01 acres, for a net site area of 5.07 acres. The allowed density range for development within the R-6 zone is 4.5 to 5.8 units per acre.

Zone	Total Net Area	Minimum Units Required	Maximum Units Allowed
R-6	5.07 acres	23	29

Per VMC 20.260.060D2, planned developments are entitled to a 15 percent density bonus. Therefore, the maximum number of dwelling units permitted on the site is 33. The proposal is for 33 units.

20.410.050 Development Standards

Finding: Development standards are listed in the table below for the R-6 zoning district. The proposed lots meet the minimum standards for a planned development in the R-6 zone, provided the hearing examiner reduces the minimum lot size to 2,080 square feet as permitted in a planned development.

Standard	Required	Existing/Proposed
Minimum lot size	7,500 sq. ft. average, 6,000 min. ¹	2,080 sq. ft. ¹
Minimum lot width	0' per Planned Development standards	NA
Minimum lot depth	0' per Planned Development standards	NA
Maximum lot coverage	50%	50%
Minimum setbacks		
Front yard	0' per Planned Development standards 18' to garage	NA 18'
Rear yard	0' per Planned Development standards	NA
Rear through-street	NA	NA
Side yard	0' per Planned Development standards	0'
Street side yard	0' per Planned Development standards	10'

Between buildings on site	NA	NA
Maximum height	35'	2 stories
Minimum landscaping requirement (percentage of total net area)	10%	23%

The hearings examiner can reduce the minimum lot size requirement for attached and detached single-family residential uses in planned developments.

Finding: The proposal includes zero lot line development. Per VMC 20.910.050, the following conditions shall exist before any building permit is issued for zero lot line development:

A. Side-yard setbacks. The setback on the adjacent lot to the zero-setback side yard lot shall be either zero or at least five feet; for exceptions, see Section 20.902.020 VMC.

B. Covenants. Covenants running with the land, approved by the City Attorney, which guarantee that the opposite side yard setback of not less than five feet shall be kept perpetually free of permanent obstructions (for exception, see Section 20.902.020), shall be filed with the deed(s) or noted on a plat.

C. Building Walls.

1. The building wall on the zero-foot yard setback shall be constructed of window-free, fire resistive construction per the Building Code standards of Title 17, no portion of which shall project over any property line. The construction shall be subject to review by the Building Official.

2. Covenants running with the land, approved by the City Attorney, shall convey a 4-foot maintenance easement with a 1-1/2-foot encroachment into the easement provision, in order to permit variations in design from the adjoining lot. No windows shall be allowed along this wall in any case.

Requirements for building wall construction will be reviewed at the time of building permit application.

Conclusion: The proposal complies with R-6 zoning standards as conditioned.

20.710 Archaeological Resource Protection

Finding: This project is located within an area of high probability for the discovery of archaeological resources; therefore, a predetermination report was required as part of the application. The predetermination report was reviewed by the city's contract archaeologist. It was determined that the report and fieldwork adequately cover the objective of the predetermination, and that no archaeological resource survey is necessary. However, if any cultural or historical resources are discovered during construction activity, construction shall cease until a qualified archaeologist assesses the find. **Prior to final civil and plat approval, a note shall be added to the plans and plat stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist."**

Conclusion: The proposal complies with VMC 20.710 as conditioned.

20.740 Critical Areas Protection

Finding: The site contains the floodway and floodway fringe of Burnt Bridge Creek, the Riparian Management Area (RMA) and Riparian Buffer (RB) of the creek, Oregon white oak habitat, and a wetland; therefore, a critical areas report prepared by qualified professionals is required. The applicant has submitted a critical areas report by Ecological Land Services (ELS) dated Aug. 11, 2022 (Exhibit J) and a mitigation plan by ELS dated Aug. 18, 2022 (Exhibit K).

20.740.060 Approval Criteria

Any activity subject to this Chapter, unless otherwise provided for in this Chapter, shall be reviewed and approved, approved with conditions, or denied based on the proposal's ability to comply with all of the following criteria. The city may condition the proposed activity as necessary to mitigate impacts to critical areas and their buffers and to conform to the standards required by this Chapter. Activities shall protect the functions of the critical areas and buffers on the site.

- A. *Avoid Impacts.* *The applicant shall first seek to avoid all impacts that degrade the functions and values of a critical area. This may necessitate redesign of the proposal.*

Finding: No work is proposed within the floodway or floodway fringe of Burnt Bridge Creek; therefore, the floodplain is avoided.

Finding: No development is proposed within the Riparian Management Area (RMA) of Burnt Bridge Creek, which is the land within 100 feet of the creek's ordinary high water mark, except for a pedestrian path of wood chips. Trails are permitted in the RMA per VMC 20.740.110C2b2. The Clark County wetland and habitat biologist has confirmed that the proposed path complies with this code section. Therefore, the RMA has been avoided. City sanitary sewer engineering requires an upgrade of the proposed wood chip path so that it would be suitable for the city's sewer maintenance vehicles in the event that existing city sewer lines running through the site require maintenance. This would result in the path being up to 10 feet wide. Because the sanitary sewer lines to be served by this maintenance path are existing within the RMA, it is not possible to avoid the RMA. The Riparian Buffer (RB), which is the area between 100 and 175 feet of the ordinary high water mark of Burnt Bridge Creek, is not avoided. The applicant proposes to develop most of the buffer. This is permitted under the critical areas ordinance (VMC 20.740.110C2a) because functionally significant habitat has been preserved within the buffer and the Clark County habitat biologist has determined that, with mitigation, there will be no net loss of habitat function.

Finding: All Oregon white oak trees have been avoided except for one. This tree is near the point where NE 46th Street will enter the site. Because this is the only point of access for the subject property, the tree cannot be avoided.

Finding: A category III wetland is located on the site. The wetland will be avoided; however, 4,625 square feet of wetland buffer will be impacted. The wetland is located near the end of NE 46th Street. Because this is the only access into the site, the wetland buffer cannot be completely avoided.

- B. *Minimize Impacts.* *Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.*

Finding: As noted above, no work is proposed within the floodway or floodway fringe of Burnt Bridge Creek. While development has been proposed within the Riparian Buffer, this is permitted by the critical areas ordinance as noted above. Impacts to Oregon white oak have been minimized by retaining all but one tree that is located at the only access point into the site. While impacts to the entire wetland buffer on-site could not be avoided, they have been limited to only that necessary to provide vehicular access to the development.

- C. Compensatory Mitigation. *The applicant shall compensate for unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.*

Finding: Because the critical areas ordinance requires that the lowest floor of homes be elevated to a minimum of one-foot above the base flood elevation (VMC 20.740.120J10c), **FEMA elevation certificates will be required prior to occupancy of each home.**

Finding: Although development is permitted within the Riparian Buffer as noted above, mitigation is required. The applicant has proposed to plant 920 native shrubs and six Oregon white oak within the riparian area as mitigation for impacts to the buffer and for the removal of one oak tree. This has been reviewed by the Clark County wetland and habitat manager who concurs with the proposed mitigation.

Finding: The applicant has proposed to mitigate impacts to the on-site wetland buffer through the purchase of mitigation credits at the Terrace Mitigation Bank, which is located at the headwaters of Burnt Bridge Creek. This proposal has been reviewed by the Clark County wetland and habitat manager who has found it acceptable.

- D. No Net Loss. *The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.*

Finding: The critical areas report, proposed mitigation and review by the Clark County wetland and habitat manager indicate no net loss of critical area functions and values from the proposal.

- E. Consistency with General Purposes. *The proposal is consistent with the general purposes of this Chapter and does not pose a significant threat to public health, safety, or welfare on or off the development site.*

Finding: Based on the technical information submitted for this project, the proposal is consistent with the general purposes of the Critical Areas Ordinance. The reports and plans do not indicate a significant threat to public health, safety or welfare.

- F. Performance Standards. *The proposal meets the specific performance standards of VMC 20.740.110 Fish and Wildlife Habitat Conservation Areas, 20.740.120 Frequently Flooded Areas, and VMC 20.740.140 wetlands.*

Frequently Flooded Areas

Finding: The proposal will comply with the performance standards for frequently flooded areas provided that FEMA elevation certificates are required prior to occupancy of each home as noted and conditioned above.

Fish and Wildlife Habitat and Wetlands

The proposal will comply with the performance standards for habitat areas and wetlands provided that, **prior to final plat approval, the applicant shall:**

Complete all mitigation planting and the wetland bank credit purchase.

Record a conservation covenant per VMC 20.740.040B. The covenant shall acknowledge the presence of the sewer easement and trail within the Riparian Buffer and/or RMA.

Provide a financial assurance in the amount of 125 percent of the estimated cost of maintenance and monitoring for five years per VMC 20.740.040C.

Provide a physical demarcation with signage along the outer perimeter of the wetland and riparian area per VMC 20.740.140C1c and VMC 20.740.110C1d.

Conclusion: Based on the findings noted above, the proposal complies with the requirements of the critical areas ordinance as conditioned.

20.770 Tree Conservation

Finding: The city's forester has reviewed the proposed plans and found that the proposal can comply with the requirements of VMC 20.770 subject to the following conditions:

Prior to civil approval, show protection of off-site trees with tree protection fencing on the grading plan.

Prior to civil plan approval, space conifer trees 20 feet on center to provide enough canopy and root space for trees to mature. Given the proximity to a riparian zone, utilize approximately 33 percent Douglas fir, 33 percent Western Red Cedars and 33 percent Alaskan Yellow Cedars. If not all conifers can meet this spacing requirement in the developed portion of the site, the remaining trees shall be planted within the riparian zone, and they will count towards the 70 native trees required to be planted in the riparian zone.

Prior to civil approval, do not plant conifers south of Oregon White Oak 16. Plant additional White Oaks 30 feet from this tree in the open space.

Prior to final plat approval, clearly identify responsibility of tracts and how they will be maintained, especially within critical areas on the final plat.

Prior to final plat approval, the following note shall be placed on the final plat: "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. Street trees must be planted prior to occupancy per the approved plan".

Conclusion: The requirements of VMC 20.770 can be met as conditioned.

20.790 SEPA

Finding: The applicant submitted an environmental checklist for review (Exhibit D). Staff issued a Notice of Application, Public Hearing and optional SEPA Determination of Nonsignificance (DNS) Oct. 19, 2022 (Exhibit E). One comment letter from the Dept. of Ecology was received during the 30-day public comment period, which is addressed in the Public and Agency Comments and Critical Areas Protection sections of this report. A Final Determination of Nonsignificance (DNS) was issued Nov. 22, 2022 (Exhibit F). The appeal period ended Dec. 6, 2022. No appeals were received.

Conclusion: SEPA requirements have been met.

20.915 Impact Fees

Finding: This project is subject to park, transportation and school impact fees. The site is within Park District C, the Pacific Traffic Impact Fee area, and the Evergreen School District. **The applicant shall place a note on the plat stating: "Pursuant to VMC 20.915, Park, School and Traffic impact fees must be paid prior to the issuance of a building permit for any single-family home within this subdivision. These fees do not constitute liens against the lots in this subdivision but are collected as a condition of initial building permit issuance."**

Conclusion: The proposal can comply with impact fee requirements as conditioned.

20.925 Landscaping

Finding: Ten percent of the net lot area of each single-family lot shall be landscaped. Compliance with this requirement will be verified at the time of building permit review for each of the single-family lots.

Prior to civil approval, street trees are required to be shown along public and private streets. The plans indicate compliance with this requirement.

Conclusion: The proposal can comply with the landscaping requirements of VMC 20.925.

20.927 Narrow Lot Development

Finding: Each of the proposed single-family lots in this subdivision are less than 40 feet in width, which requires adherence to the requirements of the narrow lot development chapter. The purpose of this chapter is to provide additional standards to eliminate conflicts between the design and location of driveways with utilities, streetlights, fire hydrants, water meters etc.; provide adequate guest parking; and ensure adequate access for solid waste collection vehicles eliminating conflicts with frontage requirements.

In order for the city to grant approval of a preliminary subdivision, the applicant shall demonstrate compliance with the following criteria:

A. Conflicts on narrow lots shall be eliminated. The development shall be designed to eliminate conflicts between on-site and off-site improvements and features associated with narrow lots. Specifically, the location, size, and design of features including driveways, public and private utilities (water, fire hydrants, sewer, roof infiltration, gas, cable, phone, electricity, etc.), on-street parking spaces, street trees, existing trees, light poles, common mailboxes, street signs, etc., shall be considered in the design of the development and coordinated to eliminate conflicts with one another and meet minimum spacing requirements.

Finding: The applicant has submitted a narrow lot plan showing that utilities, driveways, sidewalks, street trees, infiltration systems, guest parking, light poles, fire hydrants and mailboxes can all be accommodated as conditioned in this report.

B. Adequate guest parking shall be provided. The development must be designed to provide for at least one guest parking space for every three narrow lots in the development. Such spaces may be located on-street (on local access or loop classification roadways only) or in common parking areas subject to the development standards of 20.927.040A2.

Finding: Because the subdivision has 33 narrow lots, 11 guest parking spaces are required. The plans indicate seven guest spaces off-street, and internal streets that will accommodate parking on one side of the street, for approximately 34 additional spaces. Per VMC 20.927.040A2, common areas reserved for guest parking shall have no more than five parking stalls in each area unless the applicant demonstrates required parking cannot otherwise be provided. **Required parking can be provided on-street; therefore, the common parking area shall be reduced to five stalls. The parking area shall be maintained by a homeowners' association according to a maintenance agreement to be recorded with the plat.**

C. Solid waste and recycling collection and access shall be provided. The development shall be designed to provide for safe access and maneuvering by solid waste and recycling collection vehicles to designated collection points for each lot.

Finding: The city's Solid Waste Division has reviewed the proposed subdivision. Their findings and conditions are in the Solid Waste section of this report.

Conclusion: The proposal complies with narrow lot standards as conditioned.

20.945 Parking

Finding: Each new single-family residence will require one off-street parking space. The space must be a minimum of 9 feet wide by 17 feet deep, paved and located outside the minimum setbacks. Each lot will be reviewed for compliance with this requirement at the time of building permit review.

Finding: Because the subdivision has 33 narrow lots, 11 guest parking spaces are required. The plans indicate that both on-street and off-street parking will be available in excess of 11 spaces.

Conclusion: The proposal can comply with the requirements of VMC 20.945.

20.970 Solid Waste Disposal and Recycling

Finding: Narrow lot developments are subject to specific standards with regard to solid waste collection established by VMC 20.927.

Concerning Cart Set Out

Finding: The proposed Kevanna Park Meadows plat with 33 lots will have to plan for future garbage and recycling service. Each lot will most likely be served as a single-family customer; each will have a cart for garbage, a cart for recycling and a bin for glass. As proposed, the collection will take place in front of each residence, except for grouped set-out for Lots 1-4 and 20-23. The applicant has illustrated on plans the cart set-out location for each lot (003 Narrow Lot Plan.pdf V1).

Per VMC 20.927.040(A)(3)(c), where collection is not feasible on each lot, a designated common collection point to serve up to four lots, located no further than 150 feet from any lot it serves, may be provided. Common collection points shall be shown on the solid waste and recycling plan and sized to accommodate the carts and bins associated with the city's garbage, yard debris and recycling collection system. System specifics may be obtained from the city's Solid Waste Services Department.

Conclusion: The proposal has satisfied solid waste requirements for providing adequate cart set-out.

Concerning Solid Waste Collector Access

Finding: Per VMC 20.927.030(C), solid waste/recycling collection and access shall be provided. The development shall be designed to provide safe access and maneuvering by solid waste and recycling collection vehicles to designated collection points for each lot. The proposed public alley/private road, with a width of 28 feet, appears sufficient for collection trucks to safely access and service the development. Turnaround appears feasible using the proposed NE 45th Loop.

Conclusion: The proposal has satisfied solid waste requirements for providing collector access.

11.04 Transportation – Street Numbering and Naming

Finding: The applicant is proposing a 33-lot planned development and subdivision utilizing the narrow lot development standards for the construction of single-family detached, zero lot line homes. The project is located at the west end of NE 46th Street. The site address is 11017 NE 51st Circle. The site is currently vacant. Access to the lots will be by way of a new private street loop extending from the end of NE 46th Street.

As described above, the proposed lots will take access by way of a new private street loop. **Per the standards and requirements for street naming provided in VMC 11.04, the main leg of the proposed private street shall be named NE 46th Street. The southernmost leg of the loop shall be named NE 103rd Place and the northernmost leg of the loop shall be named NE 104th Place. Revise the street naming prior to civil and final plat approval.**

Conclusion: The proposed development meets the requirements of VMC 11.04 as conditioned.

11.70 Transportation Concurrency

Finding: The applicant submitted a Transportation Impact Study (TIS), dated Aug. 17, 2022, from Lancaster Mobley (Exhibit L). The TIS included trip generation, trip distribution, intersection queueing and capacity analysis, crash history analysis, and signal warrant analysis for the intersection of NE 46th Street and NE 112th Avenue. Trip generation rates in the TIS were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, utilizing Land Use Code 210 (Single-Family Detached Housing). Based on this information, the proposed project will generate 330 new Average Daily Trips, including 25 new a.m. peak hour trips and 33 new p.m. peak hour trips.

The results of the analysis of the intersection of NE 46th Street and NE 112th Avenue indicate that the intersection is operating acceptably within the city's standards and will continue to do so through 2029 after completion of the project. Further, the analysis indicates that crash history at the intersection has a relatively low occurrence rate and MUTCD signal warrants will not be

exceeded after the project is completed, so a traffic signal will not be installed at the intersection as part of the development project.

Pursuant to VMC 11.70.090, the segment of NE 112th Avenue between NE 28th Street and NE 51st Street is designated as a Category 1 Concurrency corridor, which stipulates that the corridor is operating at or above the city's adopted level of service standards. Based on the traffic report, the proposed development will generate 18 new p.m. peak hour trips to this corridor. This is not anticipated to cause the corridor to drop below the adopted level of service standard.

The proposed use is located within the 303 Transportation Analysis Zone. The proposed project contributes p.m. peak hour trips to the following Transportation Management Zones (TMZ):

Corridor Name	Corridor Limit	PM Peak Trips
Fourth Plain Blvd	I-5 to Andresen Road	1
Fourth Plain Blvd	Andresen Road to I-205	2
Fourth Plain Blvd	I-205 to 162 nd Ave.	2
Andresen Road	Mill Plain Blvd. to SR-500	1
112 th Avenue	Mill Plain Blvd. to 28 th Street	9
112 th Avenue	28 th Street to 51 st Street	18
Burton Road / 28 th St.	18 th Street to 112 th Ave.	1
Burton Road / 28 th St.	112 th Ave. to 138 th Ave.	1
NE 18 th Street	112 th Avenue to 138 th Avenue	2
NE 18 th Street	138 th Avenue to 162 nd Avenue	2

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay concurrency modeling fees totaling \$1,500.** Pursuant to the applicant's information, the project will not distribute trips to any other Transportation Management Zone.

Transportation Impact Fees (TIF) are imposed per VMC 20.915. See the section of this staff report addressing VMC 20.915 for calculation of TIF. The submitted documentation fulfills the city's requirements for concurrency analysis.

Conclusion: The proposed development meets the requirements of VMC 11.70 as conditioned.

11.80 Transportation – Street and Development Standards

Finding: The extension of NE 46th Street is a private street which requires a minimum 24-foot paved street width per city standard plan T10-17. According to the preliminary drawings submitted by the applicant, the intent is to construct a private street with 28 feet of paved width to allow parking on one side of the street. **Prior to final plat approval, the applicant shall provide the following improvements to NE 46th Street, per City of Vancouver standards:**

- **Dedicate a 46-foot private street tract.**
- **Construct a private street with 28-foot pavement width. Curb, gutter, and 5-foot detached sidewalks must be constructed on both sides of the street, per T10-17.**
- **Install 'No Parking – Fire Lane' signs at appropriate spacing along one side of the street.**

- **Utility trenching within the public portion of NE 46th Street shall be restored per T05-04A&B and T05-05. Asphalt restoration shall meet T05-01A&B and T05-07. A single continuous width restoration is required.**
- **Street lighting must be installed to current standards, see street lighting comments below.**
- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

The private street loop (NE 103rd Place and NE 104th Place) requires a minimum 24-foot paved street width per city standard plan T10-17. According to the preliminary drawings submitted by the applicant, the intent is to construct a private street with 28 feet of paved width to allow parking on one side of the street. **Prior to final plat approval, the applicant shall provide the following improvements to NE 103rd Place and NE 104th Place, per City of Vancouver standards:**

- **Dedicate a 37.5-foot private street tract.**
- **Construct a private street loop with 28-foot pavement width. Curb and gutter must be constructed on both sides of the street and 5-foot detached sidewalk must be constructed on one side of the street, per T10-17. The sidewalk must be constructed on the side of the street from which the lots take access.**
- **Install 'No Parking – Fire Lane' signs at appropriate spacing along one side of the street.**
- **Street lighting must be installed to current standards, see street lighting comments below.**
- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

Street lighting is required on public streets per VMC 11.80.090 and on private streets per VMC 11.80.050(L). Any substandard street lighting shall be required to be upgraded to current city standards as part of this project. Street lighting shall be installed and/or updated to meet the design standards per city standard plans T21-01A through T21-01D. If the applicant proposes to retain the existing lighting or install lighting that exceeds the maximum spacing requirement a photometric analysis will be required to ensure the lighting level standards are met. If the maximum spacing per T21-01A is met, the photometric analysis is not necessary.

When required, photometrics shall be analyzed in zones. Zones for each direction of travel of a straight roadway are done in luminance method. Intersections, sidewalks, and curved roadway sections are their own zones and done in illuminance. Average maintained luminance is measured in candela per square meter. Veiling luminance shall be shown. Average maintained illuminance is measured in foot-candles. Stationing is a required item on the lighting plans. IES files for lighting software can be obtained from lighting manufacturer. Use lighting materials from the City of Vancouver approved material list.

New lights will be LED and existing HPS lights will be retrofitted to LED unless otherwise noted by Traffic. Any new or existing lights that are within 10 feet of primary power and/neutral lines, will require the developer to raise the power lines. The developer will need to work with Clark Public Utilities for requirements and costs.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

Title 14 Water

Finding: There is an existing 6-inch ductile iron (DI) water main in NE 46th Street. The applicant is proposing to extend an 8-inch zinc-coated ductile iron (ZDI) main through the site as needed to serve all required water meters, fire hydrants, and fire protection services. Additional requirements may be outlined during the detailed civil plan review process to ensure compliance with the city's water requirements as detailed in the *General Requirements & Details for the Design and Construction of Water, Sanitary Sewer and Surface Water Systems* (latest revision).

Conclusion: The submitted plans indicate that city water requirements can be met.

Title 14 Sewer

Finding: Public sewer traverses the site within public sewer easements. An interceptor sewer flows south across the west portion of the site. A smaller sewer flows north across the northeast portion of the site, and the third stretch continues southwest, parallel to Burnt Bridge Creek. The smaller sewer was constructed as part of a City Sewer Connection Incentive Program (SCIP) project. If the property connects to the sewer constructed by the SCIP project, a sewer main fee in the amount of \$117,309.17 will be owed by the subject parcel.

Developments are required to extend public sewer to and through the site, and across frontages (VMC 14.04.280). In this case, public sewer construction within the proposed private roads is required. The code also requires subdivisions to construct sewer service laterals from the public sewer main to serve each proposed lot (VMC 20.320.070 (A)(2)). Code and standards require a minimum of one 4-inch diameter sewer service lateral per single-family residence (VMC 14.08.050; VMC 14.16.010). The city's sewer standards require developing properties with existing public sewer easements to construct maintenance access roads to provide access to all existing on-site sewers (Section 3-2.02).

The application was reviewed for its "fully complete" determination in September 2022. It was discovered that the city mistakenly constructed a portion of public sewer outside of the easement recorded under Auditor File Number 3706578. The city is working with the applicant to remedy this.

Sewer Engineering met with the applicant Oct. 26, 2022 to discuss sewer design alternatives. The city offered a credit towards the sewer main fee to move the public sewer into the existing easement. Sewer Engineering and the applicant also discussed abandoning the existing sewers along the northeast and north sides of the subject parcel. This alternative would remove most of the required upgraded wood chip pathway and new access easement that was agreed upon for maintenance access. Furthermore, since the applicant would not use the SCIP sewer, the \$117,309.17 sewer main fee would no longer apply to the site. The city and the applicant have not yet reached a final agreement.

Sewer Engineering met with the applicant Dec. 13, 2022 to discuss the maintenance access road requirement. Due to the existing sewer's proximity to Burnt Bridge Creek, the city agreed to an upgrade of the proposed wood chip walking pathway along the west, north and east sides of the site, that would be suitable for the city's maintenance vehicles. The proposed pathway is outside of the extents of the existing public sewer easement and will require a new access easement. The city and applicant discussed a credit towards the sewer main fee for the construction costs associated with upgrading the access path.

The application was reviewed for sanitary sewer in December 2022. Page 15 of the narrative acknowledges that existing public sewer is available to the site. The civil drawings submitted with the application show the existing and proposed sewers. The proposal general satisfies the code's sewer service requirements.

Sanitary Sewer Conditions
(Prior to Civil Plan Approval)

Prepare the utility plan in accordance with the City of Vancouver's *General Requirements and Details for the Design and Construction of Public Sanitary Sewers*. Address comments and submit the final design for civil plan approval.

(During Construction)

If the applicant keeps the existing on-site public sewers as-is, pay the \$117,309.17 sewer main fee prior to issuance of construction permits.

If the applicant moves the sewer, pay the difference between the \$117,309.17 sewer main fee and the city-approved credit for moving the sewer into the existing easement prior to issuance of construction permits.

Secure construction permits and schedule and attend a pre-construction meeting. Construct new sewers, service laterals, and maintenance access shown on the approved plans. Satisfy construction services inspection requirements and secure construction acceptance.

Satisfy submittal and other requirements itemized in the Notification of Civil Plan Approval and secure final civil project acceptance.

(Prior to Final Plat Approval)

Show and note proposed on-site public sanitary sewer and access easements on the plat. Specify that the easements are recorded with the plat. Include standard required City of Vancouver plat easement recording language.

Conclusion: The applicant has demonstrated that the standards for public sewer can be met as conditioned.

Title 14 Erosion Control

Finding: The property is currently undeveloped and flat. The site will be disturbed during the construction of the subdivision. A preliminary erosion control plan was submitted with the preliminary civil plans. **A Construction Stormwater Pollution Prevention Plan (SWPPP) must be submitted to the city prior to civil plan approval.**

This site is greater than one-acre. The owner of a construction site that disturbs one or more acres of total land area, and which has or will have a discharge of stormwater to a surface water or to a storm sewer system, must apply for coverage under Washington Department of Ecology's Baseline General Permit for Storm Water Discharges Associated with Construction Activities. **A copy of the NPDES construction permit must be submitted to the city prior to civil plan approval.**

Conclusion: The applicant has demonstrated the requirements of the City of Vancouver's erosion control ordinance can be met as conditioned.

Title 14 Stormwater

Finding: The site is currently undeveloped. New impervious areas will be created with the development of the roads, driveways and homes. Currently, stormwater either infiltrates on-site or discharges to the north into Burnt Bridge Creek.

The proposed development is a qualifying project for Minimum Requirements 1 through 9. Calculations have been submitted with the preliminary civil engineering plans indicating the amount of new impervious surface being created.

Washington State Department of Ecology Minimum Requirement 6: Runoff Treatment will be satisfied by using Contech Storm Filters to treat runoff from the pollution generating surfaces.

The applicant proposes to detain stormwater runoff in a detention pond and discharge flows to an existing 30-inch storm pipe which discharges into Burnt Bridge Creek, satisfying Washington State Department of Ecology Minimum Requirement 7: Flow Control.

The on-site stormwater facilities will be owned by the property owners. **An easement in the form of a covenant running with the land shall be dedicated to the City of Vancouver around the stormwater facilities for access and inspection.**

Conclusion: The applicant has demonstrated that the requirements of the City of Vancouver's stormwater ordinance can be met as conditioned.

Title 16 Fire

Finding: The fire department has determined that the requirements of the Vancouver Municipal Code can be met with adherence to the conditions contained herein:

Staff Report Conditions for Approval

Prior to Civil Plan Approval

1. New and existing fire hydrant locations related to this project shall be shown.
2. Fire lane signs and details shall be shown on the sign and striping pages if applicable.

Prior to combustible construction

1. Fire hydrants for emergency use shall be established and maintained.
2. Fire apparatus access roads shall be established and maintained.
3. Site security measures shall be installed to prevent unauthorized access.

During construction

1. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.
2. All fire safety provisions of the International Fire Code shall be adhered to.
3. No smoking signage shall be posted throughout the site except in designated smoking areas.
4. Site security shall be maintained to prevent unauthorized access.
5. Consideration for emergency vehicle access shall be taken when staging materials for construction.

Prior to Issuance of Certificate of Occupancy

1. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.
2. Required fire lane signage shall be installed.
3. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
4. Permanent vehicle gates crossing required fire lanes shall remain unlocked or open until approved by the fire department.
5. Conditions identified in the construction permit shall be met.
6. All requirements of the applicable fire and building codes and their referenced standards shall be met regardless of approved construction plans.

Conclusion: Fire department requirements can be met as conditioned.

Title 17 Building

Finding: Per VMC 17.08.090, a building department review and permit will be required for this project. Buildings shall comply with the applicable codes listed in VMC 17.08.010 in effect at the time of building permit application. A complete building code review of plans is not performed during subdivision review. The filing of a building permit application with required fees and review material is required for a complete building code review. At this time, plans and information necessary to verify compliance with all applicable building code provisions is neither required nor provided.

Finding: Plans provided propose to divide 6.08 acres into 33 lots for the construction of single-family detached residences.

Washington State Codes and Amendments are at <http://www.sbcc.wa.gov/sbccindx.html>. **Please note the 2018 I-Codes & WA Amendments are in effect as of Feb 1, 2021 and the 2020 NEC is in effect as of Oct. 29, 2020. The 2021 I-Codes & Amendments are expected to be in effect July 1, 2023.**

DESIGN REQUIREMENTS

Seismic Design Category D-1, Soils class D or as determined by geotechnical engineer, Wind 97 MPH (Vult) Exposure B, Minimum Ground and Roof Snow Load 25 psf, Frost depth 12 inches.

Prior to final grading: A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading. Please send to inspectionreports@cityofvancouver.us .

Finding: Single-Family Dwellings - per IRC R302, exterior walls, openings, penetrations and projections shall be as per Table R302.1(1), or if equipped with fire sprinklers, then Table R302.1(2) shall apply. Eaves may not extend closer than two feet to a property line. Refer to planning requirements for setbacks. Construction closer than five feet from the property line shall meet fire resistive requirements of IRC Section R302. The building wall on the zero-foot yard setback shall be constructed of window-free, fire resistive construction per the Building Code

standards of Title 17, no portion of which shall project over any property line. The construction shall be subject to review by the building official.

Finding: This site is partially in a flood zone. The base flood elevation (BFE) must be verified and meet the requirements of IRC Section R322 for all lots. Buildings and structures in flood hazard areas, including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus one-foot, or the design flood elevation, whichever is higher. A registered design professional shall prepare and seal documentation of the elevations specified in Section R322.2 or R322.3. Additionally, the design and construction of buildings and structures located in flood hazard areas, as defined by Section 1612.3 of the 2018 IBC, shall be in accordance with the following standards: IBC 1603.1.7, IBC 1612, Chapter 5 of ASCE 7, ASCE 24, and Title 17 and Title 20 of the VMC.

Finding: Retaining walls over four feet in height from the bottom of the footing to the top of the wall, or that support a surcharge, or are impounding Class I, II, or III-A Liquids, require a RES building permit and to be engineered per VMC 17.08.090.

Finding: The proposed plat appears acceptable for building code related and accessibility issues; however, a complete building plan review will be required to determine final compliance.

Conclusion: As submitted, the project could be approved for building code requirements pertaining to the plat. The subdivision review process is a separate and distinct process from the building permit process.

RECOMMENDATION

Based upon the findings herein, the criteria for approval have been satisfactorily met or shall be met as conditioned, and no significant adverse impacts have been identified. Staff concludes this request meets the applicable requirements of the zoning district, comprehensive plan and other applicable codes, and recommends preliminary approval with conditions as noted below and throughout this staff report.

CONDITIONS OF APPROVAL

Prior to Civil Plan Approval

1. Upload the civil plan review set showing all the revisions requested as well as all necessary reports (geotechnical, hydrology, traffic analysis, road modification, etc.). Include a detailed site plan in the civil plan review set. For questions on these requirements please contact 360-487-7804.
2. Grading plan review fees will be due upon submittal of civil plans for review. Contact Permit Center staff at 360-487-7802 to obtain a fee quote.
3. The common parking area shall be reduced to five stalls.
4. Revise the street names so that the main leg of the proposed private street shall be named NE 46th Street. The southernmost leg of the loop shall be named NE 103rd Place and the northernmost leg of the loop shall be named NE 104th Place.
5. A note shall be added to the plans stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist."
6. The mitigation and landscape plans shall be revised to include the planting of 70 native trees within the riparian zone, such as bigleaf maple, red alder, Oregon white oak, Douglas fir and western red cedars to shade the creek and provide habitat value. Do not plant conifers south of any Oregon white oak.
7. Include this note on civil plans: "Trees and Shrubs in Sight Distance Triangles: All shrubs within sight distance triangles shall be maintained so that foliage height above pavement does not exceed 2.5 feet. Street trees within sight distance triangles shall be limbed up to a height of 10 feet consistent with ANSI A300 standards to provide for sight distance visibility."
8. Show protection of off-site trees with tree protection fencing on the grading plan.
9. Space conifer trees 20 feet on center to provide enough canopy and root space for trees to mature. Given the proximity to a riparian zone, utilize approximately 33 percent Douglas fir, 33 percent Western Red Cedars and 33 percent Alaskan Yellow Cedars. If not all conifers can meet this spacing requirement in the developed portion of the site, the remaining trees shall be planted within the riparian zone, and they will count towards the 70 native trees required to be planted in the riparian zone.
10. Do not plant conifers south of Oregon White Oak 16. Plant additional White Oaks 30 feet from this tree in the open space.
11. Pay concurrency modeling fees totaling \$1,500.
12. Prepare the utility plan in accordance with the City of Vancouver's *General Requirements and Details for the Design and Construction of Public Sanitary Sewers*. Address comments and submit the final design for civil plan approval.
13. A Construction Stormwater Pollution Prevention Plan (SWPPP) must be submitted to the city.
14. A copy of the NPDES construction permit must be submitted to the city.

15. An easement in the form of a covenant running with the land shall be dedicated to the City of Vancouver around the stormwater facilities for access and inspection.
16. New and existing fire hydrant locations related to this project shall be shown.
17. Fire lane signs and details shall be shown on the sign and striping pages if applicable.

Prior to Construction

18. Fire hydrants for emergency use shall be established and maintained.
19. Fire apparatus access roads shall be established and maintained.
20. Site security measures shall be installed to prevent unauthorized access.

During Construction

21. Comply with the requirements for solid waste management and water quality noted in the Dept. of Ecology's letter dated Nov. 18, 2022.
22. If the applicant keeps the existing on-site public sewers as-is, pay the \$117,309.17 sewer main fee prior to issuance of construction permits.
23. If the applicant moves the sewer, pay the difference between the \$117,309.17 sewer main fee and the city-approved credit for moving the sewer into the existing easement prior to issuance of construction permits.
24. Secure construction permits and schedule and attend a pre-construction meeting. Construct new sewers, service laterals, and maintenance access shown on the approved plans. Satisfy construction services inspection requirements and secure construction acceptance.
25. Satisfy submittal and other requirements itemized in the Notification of Civil Plan Approval and secure final civil project acceptance.
26. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.
27. All fire safety provisions of the International Fire Code shall be adhered to.
28. No smoking signage shall be posted throughout the site except in designated smoking areas.
29. Site security shall be maintained to prevent unauthorized access.
30. Consideration for emergency vehicle access shall be taken when staging materials for construction.
31. A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading. Please send to inspectionreports@cityofvancouver.us.

Prior to Final Plat Approval

32. Submit a final plat application. Applications can be found under Building, Planning and Environment on the City of Vancouver website, www.cityofvancouver.us.
33. A stormwater easement the width of Burnt Bridge Creek plus 15 feet on each side within the subject site shall be provided to the city.
34. Complete all mitigation planting and the wetland bank credit purchase.
35. Record a conservation covenant per VMC 20.740.040B. The covenant shall acknowledge the presence of the sewer easement and trail within the Riparian Buffer and/or RMA.
36. Provide a financial assurance in the amount of 125 percent of the estimated cost of mitigation maintenance and monitoring for five years per VMC 20.740.040C.
37. Install a physical demarcation with signage along the outer perimeter of the wetland buffer and riparian area per VMC 20.740.140C1c and VMC 20.740.110C1d.

38. Place a note on the plat stating: "Zero lot line development is subject to the standards of VMC 20.910.050."
39. Covenants running with the land, approved by the City Attorney, which guarantee that the opposite side yard setback of not less than five feet shall be kept perpetually free of permanent obstructions (for exception, see Section 20.902.020), shall be filed with the deed(s) or noted on the plat.
40. Covenants running with the land, approved by the City Attorney, shall convey a 4-foot maintenance easement with a 1-1/2-foot encroachment into the easement provision, in order to permit variations in design from the adjoining lot. No windows shall be allowed along this wall in any case.
41. Place a note on the plat stating: "Pursuant to VMC 20.915, Park, School and Traffic impact fees must be paid prior to the issuance of a building permit for any single-family home within this subdivision. These fees do not constitute liens against the lots in this subdivision but are collected as a condition of initial building permit issuance."
42. A note shall be added to the plat stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist."
43. If a septic system is found, it must be properly abandoned, with written verification submitted to the Health Department. The proposed development must connect to public sewer. A copy of the final acceptance letter from the purveyor shall be submitted to the Health Department along with the final plat.
44. If a well is found, it must be properly decommissioned by a licensed well driller per WAC 173-160-381. Written verification of abandonment must be submitted to the Health Department. The location of any decommissioned well must be shown on the final plat. The proposed development must connect to an approved public water system. A copy of the final acceptance letter from the purveyor shall be submitted to the Health Department along with the final plat.
45. Identify on the plat responsibility/ownership of tracts and how they will be maintained.
46. Place a note on the plat indicating that FEMA elevation certificates will be required prior to occupancy of each home.
47. The following note shall be placed on the final plat: "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. Street trees must be planted prior to occupancy per the approved plan."
48. Show and note proposed on-site public sanitary sewer and access easements on the plat. Specify that the easements are recorded with the plat. Include standard required City of Vancouver plat easement recording language.
49. Revise the street names so that the main leg of the proposed private street shall be named NE 46th Street. The southernmost leg of the loop shall be named NE 103rd Place and the northernmost leg of the loop shall be named NE 104th Place.
50. Provide the following improvements to NE 46th Street, per City of Vancouver standards:
 - Dedicate a 46-foot private street tract.
 - Construct a private street with 28-foot pavement width. Curb, gutter, and 5-foot detached sidewalks must be constructed on both sides of the street, per T10-17.
 - Install 'No Parking – Fire Lane' signs at appropriate spacing along one side of the street.

- Utility trenching within the public portion of NE 46th Street shall be restored per T05-04A&B and T05-05. Asphalt restoration shall meet T05-01A&B and T05-07. A single continuous width restoration is required.
 - Street lighting must be installed to current standards, see street lighting comments below.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
51. Provide the following improvements to NE 103rd Place and NE 104th Place, per City of Vancouver standards:
- Dedicate a 37.5-foot private street tract.
 - Construct a private street loop with 28-foot pavement width. Curb and gutter must be constructed on both sides of the street and 5-foot detached sidewalk must be constructed on one side of the street, per T10-17. The sidewalk must be constructed on the side of the street from which the lots take access.
 - Install 'No Parking – Fire Lane' signs at appropriate spacing along one side of the street.
 - Street lighting must be installed to current standards, see street lighting comments below.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
52. Place a note on the plat stating: "All lots shall conform to the City of Vancouver's driveway spacing standards, per VMC 11.90.016."
53. Place a note on the plat stating: "The City of Vancouver has no responsibility to improve or maintain the private streets contained within, or private streets providing access to, the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, streetlights, curbs, or landscaping."

Prior to Building Permit Approval

54. The building wall on the zero-foot yard setback shall be constructed of window-free, fire resistive construction per the Building Code standards of Title 17, no portion of which shall project over any property line. The construction shall be subject to review by the building official.

Prior to Occupancy

55. FEMA elevation certificates will be required for each home.
56. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.
57. Required fire lane signage shall be installed.
58. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
59. Permanent vehicle gates crossing required fire lanes shall remain unlocked or open until approved by the fire department.
60. Conditions identified in the construction permit shall be met.
61. All requirements of the applicable fire and building codes and their referenced standards shall be met regardless of approved construction plans.

EXHIBITS

1. Staff report
 - A. Application
 - B. Applicant's narrative
 - C. Plans
 - D. SEPA checklist
 - E. Notice of Application, Public Hearing and Optional SEPA DNS dated Oct. 19, 2022
 - F. Final SEPA DNS
 - G. Public Health Development Review Evaluation dated June 2, 2022
 - H. Dept. of Ecology letter dated Nov. 18, 2022
 - I. Dept. of Ecology email dated Nov. 29, 2022
 - J. Critical areas report by Ecological Land Services (ELS) dated Aug. 11, 2022 **
 - K. Mitigation plan by ELS dated Aug. 18, 2022 **
 - L. Transportation impact study by Lancaster Mobley dated Aug. 17, 2022**
 - M. Geotechnical report by Earth Engineering, Inc. dated June 2022 **
 - N. Preliminary TIR (stormwater) report by PLS Engineering dated Aug. 2022 **

**Because of the size of the exhibit, it is not included with this report. The document is available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibit.

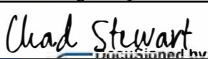
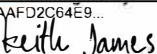


Planning Permit Application

LAND USE PRELIMINARY APPLICATION (LUP)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7800

Email completed application to plans@cityofvancouver.us

REVIEW TYPE (Check one review and one process type)					
Review Type: ☐ Type I ☐ Type II ☐ Type III ☒ Type IV ☐ Tree Removal Only (nuisance or hazard)					
Process Type: ☒ Standard ☐ Streamline (Type I & II applications only. Pre-submittal Meeting required. By selecting streamline process, applicant waives all land use review timelines in VMC Title 20)					
USE					
☒ Single-Family		☐ Commercial		☐ Multi-family	
		☐ Mixed Use (commercial with multi-family)		☐ Industrial	
☐ Duplex		☐ Wireless Communications Facility (new) see VMC 20.890			
PROJECT INFORMATION					
Site Acres: 5.7		Disturbed Acres: 1.31		Zoning: R-6	
		Sewer: ☐ Septic ☒ Public		Water: ☐ Well ☒ Public	
Proposed # of Lots: 33		Proposed Dwelling Units: 33			
Non-Residential Bldg. Square Footage:		Ground Floor:		Total of All Upper Floors:	
Hard Surface Area Square Feet - New:		Replacement:		Total:	
PROJECT NAME AND LOCATION					
Proposed project name: Kevanna Park Meadows					
Project site address: 11017 NE 51st Circle, Vancouver, WA				Parcel #(s): 159850000	
PROJECT DESCRIPTION					
(Briefly describe the proposed project. Provide more detail in project narrative)					
33 lot planned unit development					
PRIMARY APPLICANT			CONTACT		
Business Name: Ginn Group LLC			Business Name: PLS Engineering		
Contact Name: Chad Stewart			Contact Name: Travis Johnson		
Address: 502 NE 72nd St.			Address: 604 W Evergreen Blvd		
City/State/Zip: Vancouver, WA 98665			City/State/Zip: Vancouver, WA 98660		
Phone: (360) 768-5025			Phone: (360) 944-6519		
Email: chad@ginngrp.com			Email: pm@plsengineering.com		
ELECTRONIC PLANS SUBMITTER (required)			OWNER		
(responsible for ePlans uploading and correspondence)			(attached additional sheets for multiple owners)		
Name: PLS Engineering			Name: Affinity Vancouver Manager LLC		
Address: 04 W Evergreen Blvd			Address: 120 W Cataldo Ave Suite 100		
City/State/Zip: Vancouver, WA 98660			City/State/Zip: Spokane, WA 99201		
Email (required): pm@plsengineering.com			Email: keithj@inlandconstruction.com		
Phone: (360) 944-6519			Phone: (509) 321-3218		
ONLINE PAYMENT					
Existing ePermits User Name: projects@ginndevelopment.com				Request an ePermits Account	
REQUIRED SIGNATURES					
As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.					
Applicant Signature: 			Date: 8/24/2022		
Property Owner Signature: 			Date: 8/24/2022		

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

☐ Airport Height Overlay District
☒ Archaeological Pre-determination
☐ Binding Site Plan ☐ Conceptual (without Site Plan Review) ☐ Detailed (with Site Plan Review)
☐ Boundary Line Adjustment # of lots to be adjusted:
☐ Comprehensive Plan Amendment (Including Zone Map Amendment with Comp Plan)
☐ Conditional Use Permit ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters) ☐ Major Modification (Type III) ☐ Minor Modification (Type I) Engineering Review Required ☐ Yes ☐ No
☐ Covenant Release
☒ Critical Areas (not used when in Shoreline) Check one → ☐ Duplex/Single Family ☐ All Other Uses Check one → ☐ Permit ☐ Statement of Exemption (No Fee) Check the applicable critical area(s) ☒ Fish & Wildlife ☒ Frequently Flooded ☐ Geological Hazards ☒ Wetlands ☐ Minor Exception (not common) ☐ Reasonable Use (not common)
☐ Design Review ☐ Exterior Modification Only ☐ All Others
☐ Development Agreement ☐ Initial ☐ Modification ☐ Extension
☐ Historic Preservation ☐ Modification ☐ Registry ☐ Historic Preservation – Special Valuation
☐ Legal Lot Determination # of lots to be reviewed:
☐ Master Plan (Mixed Use) ☐ Public Facilities MP ☐ Conceptual (without Site Plan Review) ☐ Detailed (with Site Plan Review) ☐ Hybrid (Some areas with Site Plan Review)
☒ Planned Development ☐ Commercial ☒ Residential ☐ Mixed Use* *Ground Floor SF: Upper Floor SF:
☐ Plat Alteration
☐ Post Decision Review/Modification (Includes Planned Development/Master Plan Modifications) ☐ Type I ☐ Type II ☐ Type III Engineering Review Required ☐ Yes ☐ No

☐ Road Modification ☐ Minor ☐ Technical ☐ Major Submitted: ☐ Before ☐ After Decision (submitted after decision is not common)
☐ Shoreline Permits ☐ Substantial Development Permit ☐ Shoreline Permit - Statement of Exemption (no fee) ☐ Shoreline Conditional Use ☐ Shoreline Variance
☐ Site Plan Review ☐ Type I ☐ Type II <u>Check Use Type below</u> ☐ Residential ☐ Non-Residential ☐ Qualified Planned Action ☐ Unoccupied Commercial/Utility Structure ☐ Commercial Pad ☐ Land Extensive Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☒ State Environmental Policy Act (SEPA) ☐ Check if for Single-Family Residential house (only) ☐ Residential Site Plan Review (SPR) ☐ Grading Only ☒ Subdivision or Planned Development ☐ Non-Project Actions (not common) ☐ All Other (Includes Comm/Indust SPR) (When more than one applies check All Other)
☒ Subdivision/Short Subdivision ☐ Short Subdivision (2-9 lots) ☒ Subdivision (10+ Lots)
☐ Temporary Use ☐ Commercial/Industrial ☐ Unforeseen Emergency ☐ Seasonal Event ☐ Model Home ☐ Sales Office
☒ Tree Plan Enter Tree Plan Level (1 to 7): 5 (Tree Removal for nuisance or hazard tree(s) is Level 3)
☐ Variance ☐ Check if for Single Family Residential house ☐ Type I - # requested: ☐ Type II - # requested: Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☐ Zoning Map Amendment (Not involving Comprehensive Plan Amendment)

PLS ENGINEERING

**PROJECT NARRATIVE
FOR
KEVANNA PARK MEADOWS**

**A TYPE IV PLANNED
DEVELOPMENT AND
SUBDIVISION APPLICATION**

Submitted to
THE CITY OF VANCOUVER

**FOR
GINN GROUP, LLC
502 NE 72nd Street
Vancouver, WA 98685
(360) 768-5048**

August 2022

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General Information

Owner: Affinity Vancouver Manager, LLC
120 West Cataldo Ave., Ste. 100
Spokane, WA 99201

Applicant: Ginn Group LLC
Contact: Chad Stewart
502 NE 72nd St.
Vancouver, WA 98665
(360) 768-5048
chad@ginngrp.com

Project Contacts: PLS Engineering
Travis Johnson, PE
604 W Evergreen Boulevard
Vancouver, WA 98660
(360) 944-6519
pm@plsengineering.com

Location:	SE ¼ of Section 16, T2N, R2E, WM
Address:	11017 NE 51 st Circle, Vancouver, WA
Project Size:	6 acres (261,531 sf)
Zoning:	R-6
Comprehensive Plan:	UL
Current Use:	Vacant
Tax Lot Information:	159850000
School District:	Evergreen
Elementary:	Orchards
Middle School:	Covington
High School:	Heritage
Water District:	Vancouver
Sewer District:	Vancouver
Fire District:	Vancouver Fire
Park District:	C
Case File:	PRJ-168078/PIR-82372
Transportation Impact Fee:	Pacific

Project Description

The Kevanna Park Meadows project proposes to subdivide 6 acres of R-6 zoned land into 33 single-family residential lots utilizing planned development standards. The applicant is proposing a minimum lot width of 26', a minimum lot depth of 80', and a minimum lot area of 2080 sf. 50% of the site will be retained as open space for both passive and active recreational uses.

The site is currently vacant. The adjacent parcels are developed with residential uses to the south and east with a senior living facility located to the north on commercial zoned land. I-205 borders the site to the west.

Transportation and Utilities:

NE 46th Street provides access to the site from the east. This project proposes to continue the roadway as a private road to serve the site. The internal private road will consist of a 28' wide roadway with detached sidewalk where lots take access from the street.

Stormwater runoff from the site will be collected, treated, and routed to a storm detention facility on site.

The site will be served by public water and sewer services with connection points within NE 46th Street.

Landscape and Critical Areas:

The site has the following critical areas: wetlands, riparian habitat, and Oregon white oak habitat, floodway and floodplain associated with Burnt Bridge Creek. Burnt Bridge Creek is a Type F stream that flows westerly along the north parcel boundary and continues offsite. The wetland buffer and outer riparian buffers are proposed to be impacted. One oak tree is proposed to be removed with the roadway construction. A Critical Areas Report, Mitigation Plan, Archaeological Predetermination and Level V tree plan are included with this application.

Proposal & Code Compliance Discussion

Land Use and Development Code – VMC Title 20

Decision Making Procedures – 20.210

The subdivision is proposed as a planned development so the application will follow a type IV process. The application will be required to follow the timelines for review and approval as indicated in this code section.

A preapplication conference was required for this project. The applicant submitted a substantially similar plan on 4/8/2022 and received a report from the city on 5/12/2022. Because the application was subject to a preapplication conference, the application will be contingently vested to 4/8/2022 if a fully complete application is filed with the city before 10/5/2022.

Planned Developments – 20.260

Purpose (20.260.010):

The purpose of the planned development provisions as stated in section 20.260.010 are to provide:

- Flexibility that will result in well designed, efficient, and functional urban environments.
- Efficient use of urban land.
- Increase economic feasibility.
- Critical Area resource protection.

The Kevanna Park Meadows project complies with the purpose of these provision as shown in the discussions below.

Applicability (20.260.020):

Planned developments are allowed in all zoning districts except for park, greenway and natural area districts. Single-family detached residential units are allowed by right within planned developments in the R-6 zone.

Approval Process (20.260.030):

A concurrent planned development review is proposed for this project. Initial approval as discussed in this section is proposed to be concurrently reviewed with a preliminary plat and environmental reviews. A Hearings Examiner will be the initial review authority for the

planned development and the City Council will be the final authority. A Type IV review is required for this process.

Approval Criteria (20.260.050):

The following is the approval criteria for the proposed planned development:

A. Concept development plan approval criteria:

1. *Content.* The concept plan contains all of the components required in Section 20.260.070. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being requested. The applicant is proposing to adjust the lot width, depth, and area standards. The applicant is proposing a minimum lot width of 26', a minimum lot depth of 80', and a minimum lot area of 2080 sf.

2. *Architectural and site design.* The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally friendly architectural and site design.

- Detached homes are significantly more desirable than attached homes because they do not have shared walls which have significant noise transfer. This subdivision utilizes zero lot line standards to reduce the generally unusable side yard while still providing detached homes. This results in a more efficient design that does not compromise the feel of a detached home.
- Most homes are proposed to back up against the green space adjacent to Burnt Bridge Creek. This aesthetic of the site layout is desirable and is better than homes that back up to other homes. The other homes do not back up to the site perimeter to create a buffer from the adjacent single-family homes. This improves the aesthetic for the neighbors because the proposed 2-story homes are far from the property line and the neighbor's view will generally be of the front of the proposed homes, not the rear, which are generally more aesthetically pleasing. See the conceptual architectural plan included with this application.
- The proposed homes will be energy efficient. The smaller size of around 1500 sf results in an efficient 3-bedroom home. The applicant proposes slab on grade homes with efficient building envelope with better than industry standard windows. The buildings will likely include high efficiency HVAC systems using heat pumps with a minimum HSPF rating of 9.5. The hot water heaters will use a higher efficiency heat pump system.
- The smaller homes and the compact subdivision design results in an environmentally friendly development. The smaller homes are planned efficiently to maximize functionality without wasted space. A larger 3-bedroom home would be less environmentally friendly due to the additional heating/cooling and energy costs. The subdivision is efficiently planned and compact. Higher density development within urban areas with existing urban services are significantly more environmentally friendly than large-lot subdivisions or development outside of the urban areas. The compact design of

the site also limits the impervious surfaces and retains significant open space around the perimeter of the site.

3. *Transportation system capacity.* There is sufficient capacity in the transportation system to safely support the development as proposed. A Traffic Study has been prepared for this site and is included with this application.

4. *Availability of public services.* There is sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development as proposed. Please see the Preliminary Plans for further information.

5. *Protection of designated resources.* There are no historic landmarks, however much of the onsite critical areas have been considered in the design and will be protected. The inner buffer of Burnt bridge creek will be enhanced, an onsite wetland will be retained, and most onsite oak trees are proposed to be retained.

6. *Compatibility with adjacent uses.* The residential subdivision is compatible with the adjacent residential neighborhood. The reduced lot sizes will result in the new homes being a similar value to the 1960's homes on larger lots. 2 story homes are proposed where much of the adjacent neighborhood includes single level homes. No homes are proposed to be within 40' of the site perimeter, and most homes are more than 80' from the site perimeter. This will minimize perceived impacts and result in a more compatible design.

7. *Mitigation of off-site impacts.* Potential off-site impacts include noise, shading, glare, parking, and traffic.

- Noise – Construction will occur only during the approved hours according to VMC 7.05.010. At full buildout the general residential noise from the new development is not expected to cause any off-site impacts.
- Shading – The proposed homes are proposed to be well under the 35' height limit and will be at least 40' from the property line. This will significantly minimize potential shading of adjacent properties.
- Glare – Street lights are proposed on the new private street. These lights will include shielding to prevent excessive lighting of adjacent properties.
- Parking – Ample parking is provided on each lot in addition to a common parking area and on-street parking. The available onsite parking will minimize the potential for residents of the new development to park along existing streets in front of existing homes.
- Traffic – While there will be a slight increase in traffic, the existing roadways will continue to operate at acceptable levels and per the traffic report, no off-site mitigation is required.

B. Adjustment approval criteria:

1. The adjustment(s) is warranted given site conditions and/or characteristics of the design.

The applicant is proposing a to have a minimum lot width of 26', a minimum lot depth of 80', and a minimum lot area of 2080 sf. The site takes access from a lower density neighborhood

that has single level homes on 8000-12,000 sf lots that were constructed in the late 60s. The west end of the site is adjacent to I-205 and to the north is commercially zoned property with a high-density senior living facility.

A standard subdivision meeting the minimum lot size of 7500 sf would not match the character of the neighborhood. Large lots, with new larger homes would not fit in with the older 1,200-1,800 sf single level homes. The new homes would be double the size and more than double the value of adjacent homes in the existing neighborhood. The proposed planned development proposes 1,500 sf two-story homes that are setback significantly from the adjacent single-family homes. The homes are proposed to be at least 40' from the site perimeter. The size and value of the proposed homes will be compatible with the homes in the adjacent neighborhood. The lot sizes of the proposed development are smaller than the neighborhood, but a significant open space area is provided around the development. With the open space, the density of the proposed development is similar to the density of the adjacent neighborhood. Instead of providing larger private yard for individual homes, the site includes smaller yards and ample common open space that will benefit the future residents of the Kevanna Park Subdivision. The applicant also plans to keep the proposed trails open to the public. Because of these reasons we believe that the adjustments are warranted.

An alternative design for the project would be to propose a cottage development which would result in even smaller homes and a much higher density. Up to 70 units would be allowed under a cottage site plan which could all become rental units as opposed to the individual lots proposed. This hypothetical scenario would result in more impervious surfacing, significantly more traffic, and be more visually impactful to the adjacent neighbors. The proposed subdivision is more compatible with the adjacent neighborhood than a potential cottage development.

2. The benefits accruing from the implementation of the adjustment outweigh any potential adverse impacts.

The proposed subdivision will result in relatively affordable housing being added to the market which will allow first time homebuyers to purchase homes with the City of Vancouver. Given the ongoing housing shortage/crisis, this type of project provides a significant benefit to the community. In addition, the open space proposed with this site will benefit the community. The open space includes a 1,250 lf trail that wraps around the site and parallels Burnt Bridge Creek. This trail also connects into the existing public park "Kevanna Park" and is planned to be open for the neighborhood to enjoy.

The adjustment will also benefit the neighbors directly adjacent to the development. 10 homes have a shared lot line along the south and east ends of the site. These neighbors will have a direct view of the site that will be modified. The proposed development has been designed to minimize the visual impacts to the neighbors. The zone allows homes to be developed on the subject site with a minimum 5' side/rear setback and a 35' building height. The applicant is proposing 2-story buildings that will be well below the height limit and has designed the subdivision to keep the proposed homes at least 40' from the adjacent single-family properties. Only 7 of the proposed homes are within 80' of the neighboring single-family lots. The proposed adjustments will increase the separation between the new and existing homes.

3. Any impacts resulting from the adjustment are mitigated to the extent practical.

The proposed adjustments allow for the site to concentrate the proposed units in the center of the development while retaining critical areas, providing usable open space, and creating a buffer from adjacent uses. The theoretical maximum number of lots allowed on this site under a standard subdivision would be 30 lots where 26 lots is a more likely number based on the area of the site taken up by the buffer for Burnt Bridge Creek. The proposed reductions to lot width, depth, and area result in an estimated increase in density of 7 units or 25% for the site from a comparable standard subdivision. This is a relatively minor increase in units which would generate additional traffic and require additional parking within the site. Mitigation of these impacts is discussed below:

- Parking – Ample parking opportunities are being provided within the site that will help prevent spillover into the adjacent neighborhoods. The applicant is providing a 28' wide roadway where parking will be allowed on one side of the road. The private road only has driveways on one side so the other side will be available for parking. With at least 800' of roadway the new roadway will be able to accommodate up to 36 cars in addition to the 7 parking stalls and 2-4 parking spaces proposed on each lot.
- Traffic – The addition of 33 homes will add traffic to the to the existing residential roadways and could be seen as an impact to the neighboring community. The applicant has completed a traffic report and concluded that the existing roadway network has sufficient capacity to accommodate the additional traffic.

Development Standards (20.260.060):

The applicant is proposing a to have a minimum lot width of 26', a minimum lot depth of 80', and a minimum lot area of 2080 sf. For planned developments the minimum lot depth and width standards of the base zone do not apply and the hearings examiner can reduce the minimum lot size requirements.

VMC 20.260.060.C states, "In exchange for the approval of higher residential densities, smaller lots and relaxed development standards, the developer of a planned development is required to provide common open space for the active and passive recreational activities of residents, employees and visitors."

The applicant is required to provide at least 10% of the gross area of the site as open space. This area must be fully accessible to the future residents of the subdivision. Environmentally constrained land may be used to meet up to 50% of the total requirement provided that the areas area also accessible to pedestrians or visible from adjacent common open space.

With a 6-acre site, 0.6 acres of open space is required, and 0.3 acres is allowed to be environmentally constrained. Tract E is 2.29 acres is size and contains 1000 lf of trail located within the riparian buffer of Burnt Bridge Creek. The trail connects back into the private street at the adjacent public park on the north end of the site. On the south end of the site the

trail extends to Tract G which contains unencumbered common open space. The trail will be 4' wide and surfaced with woodchips and will generally follow the alignment of an existing sewer easement to minimize impacts to the critical areas. The trail makes the environmentally constrained land in Tract E accessible to pedestrians and connected to the unencumbered common open space. Tract G is 0.3 acres in size and meets the requirements for unencumbered open space. This area features a grass lawn, picnic area, and appealing landscaping along the perimeter.

Residential density may be adjusted to allow for on-site density transfers and a density bonus of 15% above the maximum density is allowed.

The proposed density calculation and a detailed table showing required and proposed lot standards is included further below in the section that discusses Lower Density Residential Districts – 20.410.

Concept and Detailed Development Plan Submission Requirements (20.260.070 and 080):

All elements of these sections have been submitted with this application. Per VMC 20.260.070.B, a planning history is required to be addressed. A search of past permits and plats on Clark County GIS shows that there are no open or active application, and no outstanding conditions of approval that affect the property.

Subdivisions – 20.320

The purpose of this narrative is to demonstrate compliance with City and State standards and to show that there are adequate public facilities to serve the site. The following addresses VMC 20.320.040:

- A. There are adequate public facilities at or near the site to support the development.
 - a. Mitigation is not required for the minor traffic impacts that the development will produce in the area. See the Transportation Impact Study prepared by Lancaster Mobley included with this application.
 - b. Public water access is available at the site and there is adequate capacity to support the development with minimal impacts.
 - c. Onsite stormwater will be managed according to the applicable standards. Any offsite impacts will be negligible.
 - d. A grading plan has been included with the application. A SWPPP is included in the Stormwater report. Applicable regulations will be followed to minimize the risk of erosion related impacts.
 - e. Public sanitary sewer is available at the site and will be extended to serve all the proposed lots.
- B. The proposed improvements are consistent with the City's current ordinances, standards, and plans.

- C. The subdivision will provide ample open space that connect into the adjacent public park, “Kevanna Park”. Impact fees will be paid for parks and schools to offset the potential impacts.
- D. The subdivision design has taken into account the physical characteristics of the site. There are wetlands and riparian and Oregon white oak habitat on site as well as floodway and floodplain. Most of the critical areas will be retained onsite.
- E. There are no known existing subdivision conditions that apply to the proposed project.
- F. The proposal complies with the applicable requirement of VMC Title 20 as indicated in other sections discussed in more detail below.
- G. The subdivision complies with the requirements of RCW 58.17.110 as indicated at the end of the narrative.
- H. This subdivision complies with the additional criteria for narrow lots as displayed in VMC 20.927. This section of code is discussed below in more detail.

The proposed subdivision meets the technical standards listed under VMC 20.320.070. Many of these items are discussed in additional detail below under the applicable section of the narrative.

The proposed subdivision meets the technical standards listed under VMC 20.320.070. Many of these items are discussed in additional detail below under the applicable section of the narrative.

A.1. The subdivision layout and meets the applicable code and shows the required improvements.

- a. All proposed streets comply with VMC Title 11 and the approved transportation standard details.
- b. Block lengths proposed provide for convenient access and circulation. There are no opportunities to improve block length at the site, but the proposed access will be convenient for the future residents.
- c. The site is in surrounded by existing development and bounded by Burnt Bridge Creek and I-205. There are no opportunities to create “blocks” with the proposed development.
- d. Easements are shown on plan for access and utilities. Utility easements will be reviewed and approved by the appropriate utility provider.
- e. No flag lots are proposed.
- f. The side lot lines run at right angles to the proposed streets.
- g. All lots meet the minimum frontage requirement of 20’.
- h. Park impact fees will be paid at the time of building permit issuance for each lot. Nearby Kevanna Park in addition to the connected

onsite open spaces will provide recreational opportunities for residents in this area.

- i. The narrow lots comply with VMC 20.927. Additional discussion of this section has been provided below.
 - j. Existing trees have been addressed with the tree plan provided with this application and are also discussed below.
- B. Public utility improvements are proposed with this subdivision. The public improvements will be designed under the direct supervision of a professional civil engineer and meet the requirements stated in the VMC.
- C. Monument setting will meet the requirements of this section at the time of construction.
- D. Surveys will comply with the standards of the state and of the VMC.
- E. The project drawings comply with the drafting standards stated in this section. Future drawings will also comply with these standards.

Lower Density Residential Districts – 20.410

The applicant proposes to construct a 33-lot subdivision for single-family detached homes in the R-6 zone and will utilize the Planned Development standards. The Planned Development standards allow for reduced lot sizes, widths and depths. This is addressed under the section above that discusses VMC 20.260.

Standard	Required (R-6 zone)	Proposed
Minimum Lot Size	7,500 sf average, 6,000 min.*	2,080 sf
Minimum Lot Width	50'	26'
Minimum Lot Depth	90'	80'
Maximum Lot Coverage	50%	50%
Front Yard	0', 18' to garage	10', 18' to garage
Rear Yard	5'	5'
Side Yard	0'/5'	0'/5'
Street Side Yard	8'	10'
Maximum Bldg Height	35'	35'
Minimum Landscape	10%	10%

Density Calculations:

Site Area: 6 acres

Street Area: 1.01 acres

Minimum Allowable Density: 4.5 units/net acre (22 units)

Maximum Allowable Density: 5.8 units/net acre (29 units)

Maximum Density with 15% Planned development bonus: 6.7 units/net acre (33 units)

Archaeological Resource Protection – 20.710

An Archaeological Predetermination for this site was done by Archaeological Services of Clark County. A site visit performed on June 27, 2022 which found no artifacts. A report summarizing their field work is included with this application. In the unlikely event that cultural or historical resources are discovered during construction activity, construction will cease, and all applicable authorities will be contacted.

Critical Areas Protection – 20.740

The site contains a portion of Burt Bridge Creek, the floodway and floodplain of Burnt Bridge Creek, the Riparian Management Area and Riparian Buffer of Burnt Bridge Creek, Oregon white oak habitat, and a wetland. A Critical Areas Report and Mitigation Plan has been prepared for this project by Ecological Land Services which provided the following key data:

- Wetland A is a Category III wetland with an 80' buffer.
- Burnt Bridge Creek is a perennial Type F stream with a 100' riparian management area and a 75' riparian buffer.
- A total of 5 Oregon white oaks measuring 12 to 40 inches DBH were located onsite.
- Wetland buffer reduction is proposed to reduce the 80' buffer to 60'.
- Indirect impacts to Wetland A will be mitigated by purchasing credits at Terrace Mitigation Bank.
- Impacts to oaks and the riparian buffer of Burnt Bridge Creek will be mitigated through onsite riparian management area and riparian buffer enhancement.

Please see the report included with this application for further details.

Tree, Vegetation, and Soil Conservation – 20.770

A Level V tree plan is required for this application. See that landscape and tree plans included with the application that shows the retained trees, proposed trees, and includes a calculation of tree density. A large portion of the site will remain undeveloped and retain significant native vegetation. Silt fence will be installed onsite prior to construction to ensure that the retained areas are not impacted during construction.

SEPA Regulations – 20.790

The State Environmental Policy Act (SEPA) procedures require documentation of critical areas as well as discussion on earth, air, water, plants and animals, energy and natural resources, environmental health, noise, land and shoreline uses, aesthetics, recreation, historic and cultural preservation, transportation, and public services and utilities. A SEPA application has been submitted with this application.

Impact Fees – 20.915

Newly constructed homes will be required to pay impact fees at the time of building permit issuance. Impact fees are collected to ensure that adequate public facilities are available to serve new growth and development; promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth; and ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact. Impact fees for traffic, Parks, and Schools will be paid at the time of building construction.

Landscaping – 20.925

A landscape and tree plan has been provided with the development plans showing compliance with this section.

Landscaping equal to 10% of the net lot area of the site is required. These criteria will be reviewed for compliance at building permit review.

Street trees are proposed along NE 46th Street and NE 45th Loop.

The existing landscape and mitigation planting within the riparian are of Burnt Bridge Creek meets the buffering standards required to the north and west of the site. A landscape buffer is not required to the east and south next to residential areas, but trees and shrubs are provided in these areas.

Narrow Lot Developments– 20.927

Developments that propose lot widths less than 40' are subject to the narrow lot development standards. Lots are proposed to be approximately 26' wide, therefore this section applies to the development.

The approval criteria must be addressed, which includes the following:

A. Conflicts on narrow lots shall be eliminated.

The development has been designed to eliminate conflicts between on-site and off-site improvements. Driveways, public and private utilities (water, fire hydrants, sewer, roof infiltration, gas, cable, phone, electricity, etc.), on-street parking spaces, street trees, existing trees, light poles, common mailboxes, street signs, etc., have been considered in the design of the development and any conflicts have been eliminated.

B. Adequate guest parking shall be provided.

The development has been designed to provide parking spaces on each lot in the driveway and garages. A guest parking area on the SE corner of the site provides 7 parking spaces. There are also large portions of the private road that will accommodate parking on one side. With over 800 lf of roadway up to 36 cars will be able to park on the street.

C. Solid waste and recycling collection and access shall be provided.

The development has been designed to provide for safe access and maneuvering by solid waste and recycling collection vehicles along public roadways. Solid waste collection areas will be located in front of each lot on the adjacent street. The carts can be set out either on the street or over the curb/planter. Lots that are served by the narrow private drives will be required to set out the carts on the wider private road. General locations of collection areas are shown on the narrow lot plan.

Parking and Loading – 20.945

Each lot will have a minimum 12' wide driveway that can accommodate at least 1 parked vehicle on the lot. The homes will also have at least a single car garage. 18' wide driveways and 2-car garages are also an option for this development. This configuration will exceed the required parking standards for single family homes.

Vision Clearance – 20.985

Vision clearance triangles and sight distance triangles are shown on the preliminary plat. Vision clearance meets the requirements in standard Plan T04-04.

Streets and Sidewalks – VMC Title 11

Concurrency - 11.70

A Transportation Impact Study has been prepared by Lancaster Mobley for this development and is included with this application. The analysis found the following:

- The trip generation calculations show that the proposed project is projected to generate 25 morning peak hour trips, 33 evening peak hour trips, and 330 average weekday trips.
- The proposed Kevanna Park Meadows project will nominally impact City of Vancouver transportation facilities where proportionate share contributions are being collected. Therefore, no proportionate share contributions are required as part of the development proposal.
- No significant trends or crash patterns were identified at the intersection of NE 46th Street at NE 112th Avenue that are indicative of safety concerns. Accordingly, no safety mitigation is recommended per the crash data analysis.
- Based on an evaluation of the MUTCD traffic signal warrants, the installation of a traffic signal at the intersection of NE 46th Street at NE 112th Avenue is not projected to be warranted, with or without the proposed development. Therefore, no new traffic signal is necessary or recommended at this location.
- Intersection of NE 46th Street at NE 112th Avenue is currently operating acceptably per City of Vancouver standards and is projected to continue

operating acceptably through year 2029, approximately five years beyond the anticipated buildout year of the site. Accordingly, no operational mitigation is necessary or recommended at the study intersection.

- All applicable turning movements at the intersection of NE 46th Street at NE 112th Avenue have adequate storage space to accommodate projected 95th percentile queues at the intersection. Accordingly, no intersection queuing related mitigation is necessary or recommended as part of the proposed development.

Street and Development Standards – 11.80

Roadway Standards for NE 46th Street:

NE 46th Street is an existing Local Access Street that is stubbed to the east property line of the site. Existing improvements off-site include a 60' right-of-way with 40' paved width and no sidewalks. No improvements are proposed for this roadway except for minor adjustment to match the private roadway section into the existing roadway.

Private roadways:

Private roads serving more than 8 lots are allowed with planned developments. This development will extend NE 46th Street to serve the site as a private road. The onsite private roads, NE 46th Street and NE 45th Loop, will include 46' wide tract with 28' paved roadway width and 5' detached sidewalks on at least on side of the street. This roadway will follow standard detail T10-17.

Tract C and D contain short narrow private drives that serve up to 4 lots each. These driveways will follow standard detail T10-18. The current proposal includes a 16' roadway with a 5' attached sidewalk within a 22' wide tract.

Road Modifications:

No road modifications requests are required for this proposal.

Trees and Vegetation – VMC Title 12

Street trees are required on all public roads constructed with this project. After street trees are installed and the right-of-way is dedicated to the city, any work that is proposed on or near street trees will need to meet the requirements of VMC Title 12. Future property owners will have responsibilities regarding street tree maintenance as described in this section.

Water and Sewers – VMC Title 14.04, 14.10 and 14.16

All lots will be served by public sewer and water.

The site will be served by the City of Vancouver for public sewer service. Public sewer is available at the site within NE 46th Street and along the east buffer of Burnt Bridge Creek. The proposed connection point is near NE 46th Street.

Water for the site will be provided by the City of Vancouver. Public water is available at the site within NE 46th Street.

Erosion Control – 14.24

An Erosion Control Plan in conformance with VMC 14.24 has been designed and included in this submittal. The plan clearly shows existing topography, specific erosion prevention BMPs, and includes measures to ensure that sediment and sediment laden runoff does not leave the site. In the final site configuration, the contributing drainage area runoff will be conveyed to infiltration trenches so that runoff does not leave the site.

Stormwater – 14.25

Stormwater will be collected from impervious surfaces and routed to a detention pond on the south end of the site. Stormwater from pollution generation surfaces will be treated using filter cartridges. Infiltration was no deemed feasible for the site. Treated stormwater will be discharged to an existing stormwater pipe at the SW corner of the site which eventually discharges into Burnt Bridge Creek.

A preliminary stormwater plan and technical information report (TIR) has been submitted with this application. The report shows how the project complies with the standards of the VMC.

Water Resource Protection – 14.26

The entire city is located within a Critical Aquifer Recharge area. The proposal does not include any prohibited discharges to groundwater or surface waters. Infiltration of stormwater is not proposed with this project. Stormwater generated by this site will eventually reach the surface waters of Burnt Bridge Creek. Stormwater from streets and driveways will be treated using filter cartridges prior to entering the stormwater facility.

Fire – VMC Title 16

NE 45th Loop is a looped roadway that provides the opportunity for emergency vehicles to turnaround within the site. New fire hydrants are proposed within the development to meet the applicable spacing requirements.

Building & Construction – VMC Title 17

Future residential structures will be built under a separate permit. The homes will be required to follow this section of code at that time.

Grading, Excavation, Fill, and, Stockpile:

The site contractors will be required to follow the recommendations found in the geotechnical report regarding temporary and permanent cut slopes in order to preserve a safe worksite and safeguard property.

A stormwater protection plan will be provided prior to construction. This plan will help prevent potential water quality degradation, prevent excessive sedimentation or erosion by surface waters, and prevent the creation of public nuisances such as the fouling of surface or groundwater.

Revised Code of Washington (RCW)

The subdivision complies with the applicable portions of RCW 58.17. The preliminary plat is in the public interest and will provide additional housing that is needed in the City of Vancouver.

This application and narrative show that there are adequate facilities to serve the proposed subdivision. There are adequate public roads, open spaces, drainage facilities, potable water, sanitary waste collection and treatment, schools and educational services, pedestrian facilities, and fire prevention services.

The proposed development is located over 1 mile away from Orchards Elementary, Covington Middle and Heritage High Schools. Students living in the future development will be bused to schools.

This application and narrative also show compliance with the applicable standards of the Vancouver Municipal Code.

EXHIBIT C

Kevanna Park Meadows

Located in the SE ¼ of Section 16, T2N, R2E W.M.
Vancouver, Washington

Sheet Index

1. Existing Conditions Plan
2. Preliminary Plat
3. Preliminary Narrow Lot Plan
4. Preliminary Grading and Erosion Control Plan
5. Preliminary Stormwater Plan
6. Preliminary Water & Sanitary Sewer Plan
7. Preliminary Street & Lighting Plan
8. Preliminary Landscape Plan
9. Preliminary Tree Plan

Scale 1" = 30'



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

APPLICANT:
Ginn Group LLC
502 NE 72nd Ave
Vancouver, WA 98665
(360) 748-6044
lindsey@ginngrp.com

CONTACT:
PLS Engineering
Contact: Travis Johnson, PE
604 W Evergreen Blvd
Vancouver, WA 98660
PH: (360) 944-6519
pm@plsengineering.com

SITE ADDRESS
Parcel # 159850-000
11017 NE 51st Circle
Vancouver, WA 98682

LAND USE:

The 6 acre site is currently vacant with no onsite structures. The zoning of the site is low density residential with a R-6 zone. An R-6 zone is located to the east and south of the site. I-205 is located to the west and commercial zoned land is located to the north across Burnt Bridge Creek.

TRANSPORTATION:

NE 46th Street is an Urban Local Access Road that provides public access to the site. The existing roadway has a 60' ROW and a 40' paved width and does not have a sidewalk. There are no existing pedestrian or bicycle facilities in the immediate vicinity of the site. The nearest public transit bus stop is located on NE 112th Ave.

UTILITIES:

The City of Vancouver is the public water and sanitary sewer purveyor. Both water and sanitary sewer lines are located at the site within NE 46th Street. There are no known wells or septic systems located onsite. Stormwater runoff on the site currently surface flows across the field before entering Burnt Bridge Creek.

CRITICAL AREAS:

The site contains a stream, wetland, and Oregon White oak trees. Burnt Bridge Creek runs along the northern and western property lines of the site. This stream has a 100' Riparian Management Area with an additional 75' riparian buffer and associated floodplain. A small, isolated wetland area is located within a vegetated area on the east end of the site. An Oregon white oak tree is also located onsite near the wetland and two more are located along the property line. Per the FEMA flood insurance rate map number 53011C0389D the flood plain elevation is 193' at the NE end of the site and 192' at the SW corner of the site with a NAVD88 datum. The conversion between NAVD88 and the City of Vancouver Datum is 3.64' so the flood plain elevation onsite is between 189.36' and 189.36'.

HORIZONTAL DATUM:

NAD 83 (2011), Washington State plane coordinate system, South zone, U.S. survey feet. Based on real time kinematic corrections from the Washington State reference network.

VERTICAL DATUM:

City of Vancouver Datum based on based on real time kinematic corrections from the Washington State Reference Network.

Existing Conditions Plan Per:

Revisions



Project No. 3440

SCALE: 1" = 30'

DESIGNED BY: SWG

DRAWN BY: JVN

REVIEWED BY: TJG

1

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PLS ENGINEERING

604 W Evergreen Blvd, Vancouver, WA 98660 | PH: (360) 944-6519 | PM: (360) 944-6519

Kevanna Park Meadows
A Subdivision Located In The City Of Vancouver, Washington

Kevanna Park Meadows

Located in the SE ¼ of Section 16, T2N, R2E W.M.
Vancouver, Washington



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

APPLICANT:

PLS Engineering
Ginn Group LLC
502 NE 72nd Ave
Vancouver, WA 98665
(360) 768-5048
chad@ginngrp.com

CONTACT:

PLS Engineering
Ginn Group LLC
502 NE 72nd Ave
Vancouver, WA 98665
(360) 768-5048
chad@ginngrp.com

SITE ADDRESS:

502 NE 72nd Ave
Vancouver, WA 98665

LAND USE:

The Kevanna Park Meadows Planned Development proposes to divide 6 acres into 33 single-family residential lots in the R-d zone. Detached homes are proposed and the zero-lot line and narrow lot

discussions of density and development standards applicable to Planned Developments.

TRANSPORTATION:

NE 45th Street is an Urban Local Access Road that provides public access to the site. The existing roadway has 60' ROW and a 40' paved width and does not have a sidewalk.

The applicant is proposing a private road to serve the site that extends from the end of NE 45th Street. The private road will be paved with 24" and a detached sidewalk on at least on side of the roadway.

UTILITIES:

The City of Vancouver is the public water and sanitary sewer purveyor. The proposed connection points are at the end of NE 45th Street.

Sanitary runoff from the site will be treated and routed to a detention pond on the south end of the site. Controlled runoff will be routed to an existing stormwater pipe on the west end of the site that eventually discharges into Burnt Bridge Creek.

CRITICAL AREAS

The site contains a stream, floodplain, wetland, and an Oregon White oak trees. Burnt Bridge Creek runs along the northern and western property lines of the site. The floodplain is located along the western property line with a width of 75'. The 25' buffer is proposed to be impacted and will be mitigated for by enhancing the 100' buffer. No impacts are proposed within the floodplain. A small, isolated wetland area is mapped within a vegetated area on the east end of the site. The wetland will be avoided for with a wetlandbank use plan. An Oregon white oak tree is also located on site near the wetland that is proposed to be removed and mitigated for. Other oak trees are either located near the property line or within the critical areas are proposed to be retained.

Scale 1" = 30'

Legend

Proposed Asphalt Concrete

Proposed Cement Concrete

Proposed Woodchip Path

Proposed Parking Count

Proposed

Proposed

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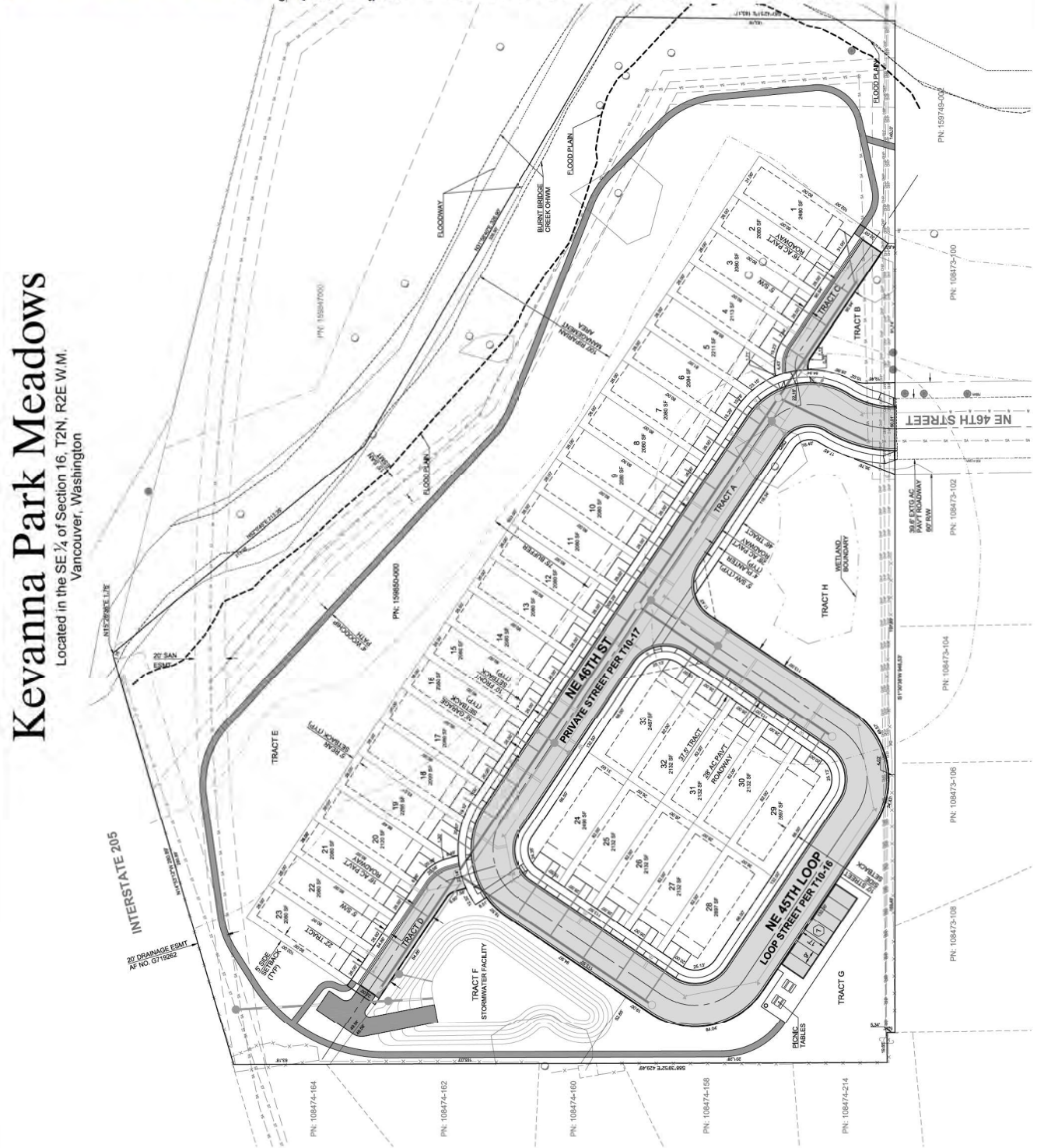
Proposed

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Proposed

Proposed

Proposed



Kevanna Park Meadows

Located in the SE ¼ of Section 16, T2N R2E W.M.
Vancouver, Washington



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

APPLICANT:
Gim Group LLC
11017 NE 5th Circle
Vancouver, WA 98665
(360)768-5048
chad@gimgroup.com

CONTACT:
P.L.S. Engineering
Contact: Tonia Johnson, PE
604 W. Evergreen Blvd.
Vancouver, WA 98660
PH: (360) 944-4519
jim@plseengineering.com

SITE ADDRESS:
Parcel # 158856-000
11017 NE 5th Circle
Vancouver, WA 98662

NARROW LOT STANDARDS

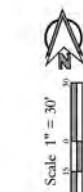
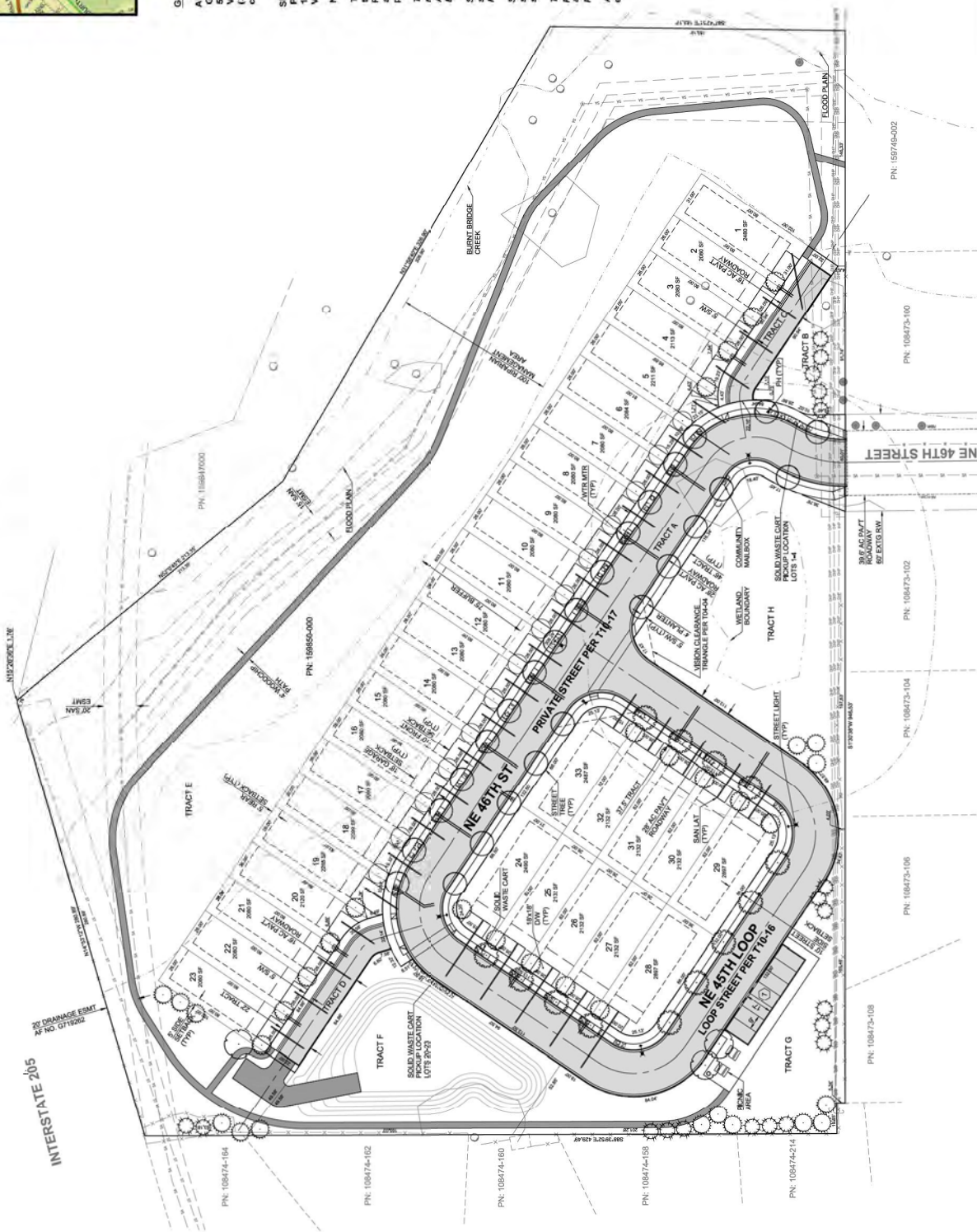
The Kevanna Park Meadows Planned Development proposes a subdivision of 26 narrow lots, 15 of which are proposed in R&G zone. Detached homes are proposed and the zero-lot line and narrow lot development standards will apply to the proposal.

This subdivision was prepared in accordance with the requirements of WAC sections 20.877.030, and 20.827.040. All utilities, driveways, street trees, and other features have been placed such that they avoid conflict with one another. See the landscape plan sheet L1 for details on the location, species, and size of street trees, including the mature heights and crown widths.

Solid waste and recycling access for the development will be provided for all lots. Solid waste and recycling areas are shown on plan and can accommodate 3 cars each.

The improved private roadways will allow for on-street parking to serve the development. At least 26 cars will be provided for the development in addition to the 7 common parking spaces shown in Tract G.

All setback requirements are reflected in the building envelopes shown on the site plan.



Legend	
[Symbol]	Proposed Asphalt Concrete
[Symbol]	Proposed Cement Concrete
[Symbol]	Proposed Wooding Path
[Symbol]	Proposed Parking Court
[Symbol]	Proposed Solid Waste Carts

A Subdivision Located In The City Of Vancouver, Washington
Kevanna Park Meadows

Preliminary Narrow Lot Plan For:

Revisions



Project No. 3486
Scale: 1" = 30'
DESIGNED BY: TJS
DRAWN BY: TJS
REVIEWED BY: TJS

3 9

Kevanna Park Meadows

A Subdivision Located In The City Of Vancouver, Washington

Preliminary Grading & Erosion Control Plan For

Revisions

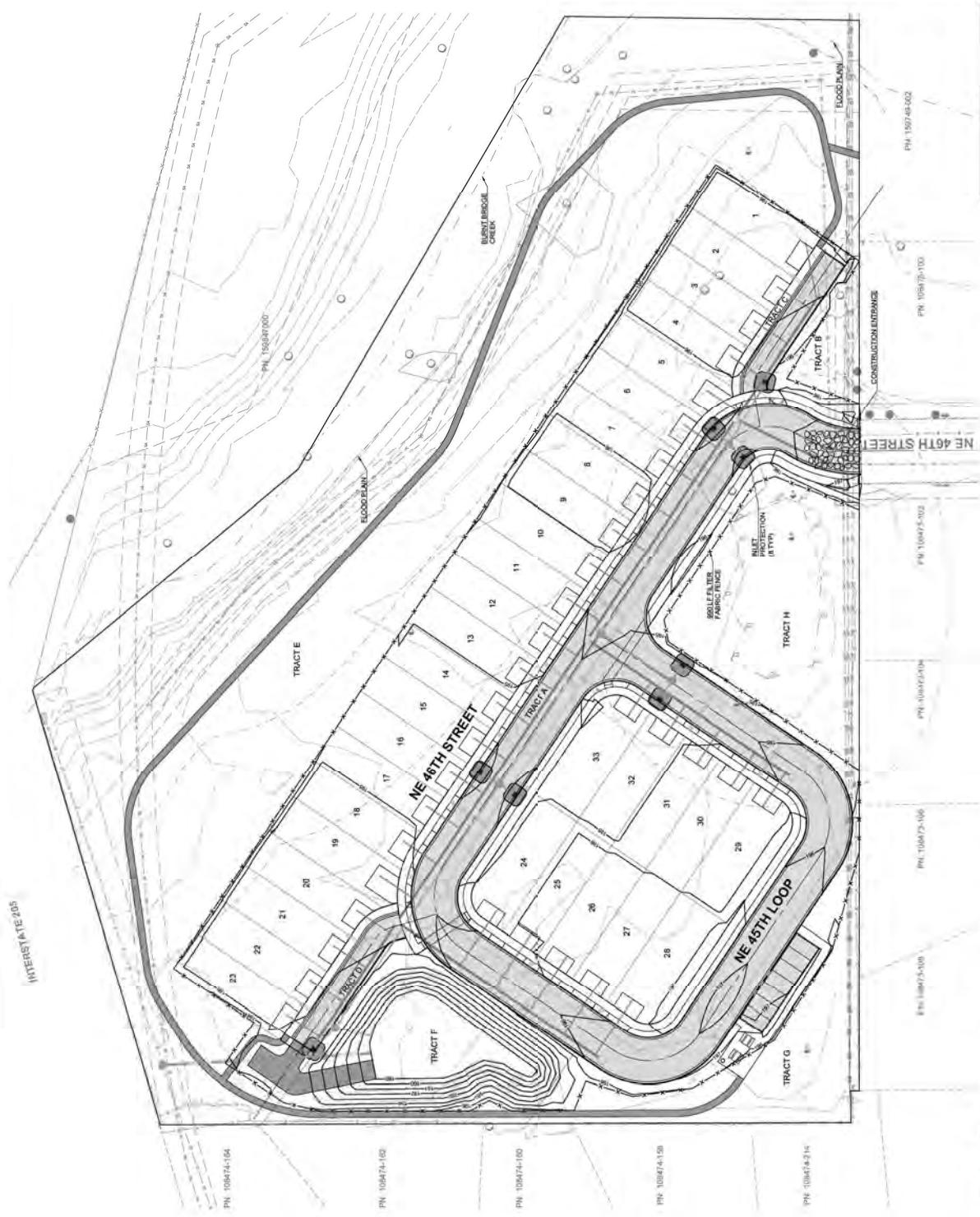


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 DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 REVIEWED BY: [Signature]

4 9

Legend	
[Pattern]	Proposed Asphalt Concrete
[Pattern]	Proposed Cement Concrete
[Pattern]	Proposed Woodchip Path
[Pattern]	Proposed Inlet Protection

Scale 1" = 30'



HORIZONTAL DATUM:
 NAD 83 (2011), Washington State plane coordinate system, South zone, U.S. survey feet.
 Based on real time kinematic corrections from the Washington State reference network.

VERTICAL DATUM:
 City of Vancouver Datum based on based on real time kinematic corrections from the Washington State Reference Network.

Kevanna Park Meadows

A Subdivision Located in The City Of Vancouver, Washington

Preliminary Stormwater Plan For:

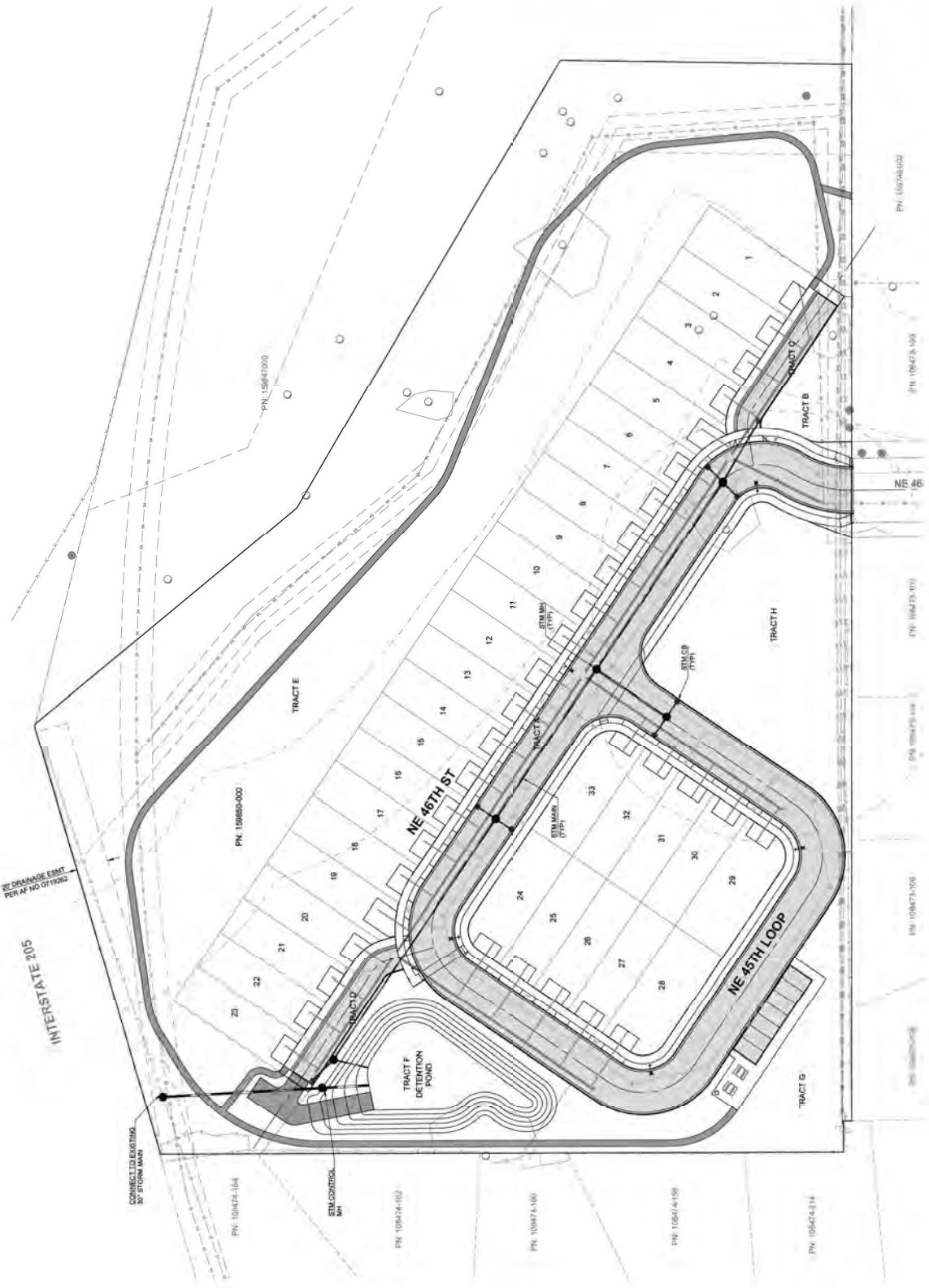
Revisions



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DESIGNED BY: [Signature]	DWG: [Signature]
DRAWN BY: [Signature]	BY: [Signature]
REVIEWED BY: [Signature]	REV: [Signature]

5 9

Legend	
[Pattern]	Proposed Asphalt Concrete
[Pattern]	Proposed Cement Concrete
[Pattern]	Proposed Woodchip Path



Kevanna Park Meadows

A Subdivision Located In The City Of Vancouver, Washington

Preliminary Water & Sanitary Sewer Plan For:

Revisions

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	12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Kevanna Park Meadows

A Subdivision Located In The City Of Vancouver, Washington

PLS ENGINEERING

104 W. Evergreen Road, Vancouver, WA 98660 | PH: (509) 534-4424 | FAX: (509) 534-4424

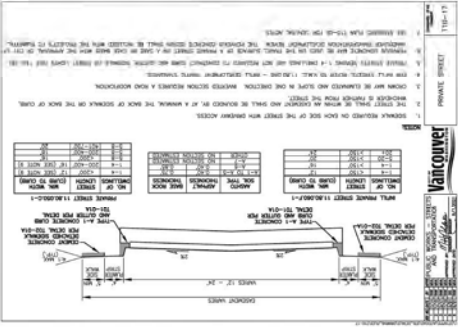
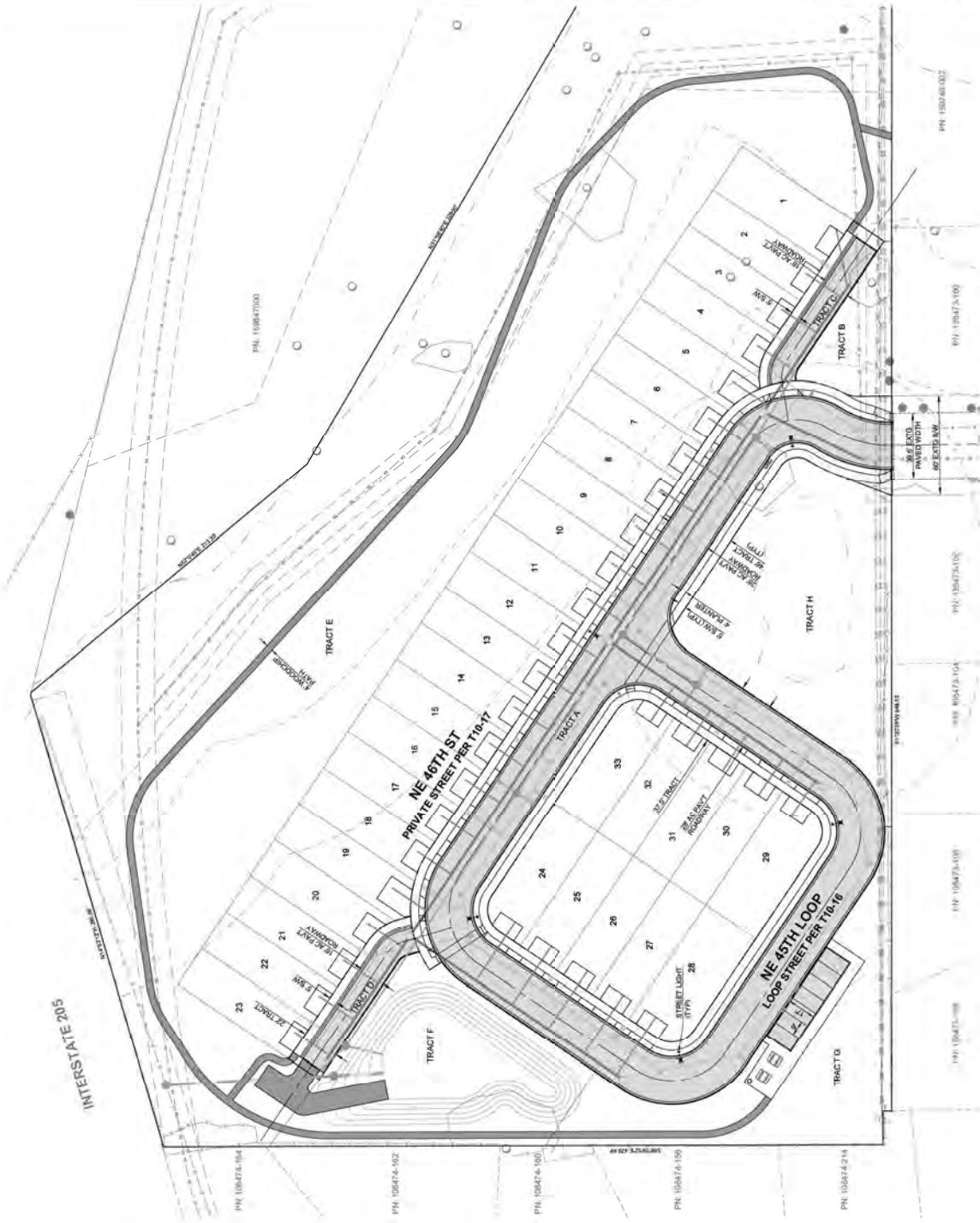
Revisions	By	Date
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Project No. 3446	Scale: 1" = 30'
DESIGNED BY: [Signature]	DATE: 11/11/10
DRAWN BY: [Signature]	DATE: 11/11/10
CHECKED BY: [Signature]	DATE: 11/11/10
APPROVED BY: [Signature]	DATE: 11/11/10

7

9

Legend
Proposed Asphalt Concrete
Proposed Cement Concrete
Proposed Woodchip Path



SITE NAME/ADDRESS	
1	FREE DEVIATION FOR EXTENSION BEHIND 100' SET BACK (CONSTRUCTION)
2	FREE DEVIATION FOR REMOVAL
SITE CONTACT WITH CONSTRUCTION	
3	CONFLICT WITH EXISTING CONSTRUCTION
4	CONFLICT WITH EXISTING LANDSCAPE
5	CONFLICT WITH EXISTING UTILITIES
6	CONFLICT WITH BUILDING FOOTPRINT
7	CONFLICT WITH UTILITY TRENCH
8	CONFLICT WITH EXISTING AND PROPOSED DRAINAGE



SOIL PROTECTION NOTES

- 1) Refer to the grading plan prepared by the civil engineer for additional information.
- 2) No grading operations shall take place until the critical root zones of the off-site trees.
- 3) Slope(s) existing lap(s) during grading operations and replace prior to planting.
- 4) Slope(s) to be placed in a naturalized area not adjacent to public roads or critical areas.
- 5) The dirt/loam and native topsoil will be retained in an undisturbed state to the maximum extent possible.
- 6) All areas subject to clearing and grading that have not been covered by riparian surface, riparianized area or a drainage facility or engineered as structure 1b or slope shall be retained in its present configuration.
- 7) The disturbed topsoil will be placed in the original undisturbed soil to a depth with top incorporation of the disturbed topsoil to avoid stratified layers.
- 8) Prior to placement of the disturbed topsoil, the contractor will confirm the topsoil has a minimum organic matter content of the percent dry weight (1) planting zone and 5% for the remainder of the site.
- 9) B.O. or mulches for the soil of the original undisturbed soil. Test results will be submitted to the project manager.
- 10) The quality of composted and other materials used to meet the organic content of the riparian material content of 25% to 40% and a carbon to nitrogen ratio between 25:1.
- 11) Using composted material meets the definition of "Composted material" in 70 C.F.R. 175-300-320.
- 12) The contractor shall not reduce the addition of "Composted material" to the riparian defined downed or other riparian standards needed to meet the carbon to nitrogen ratio definitions, and meeting the contractor standards of riparian 1 Compost.

TREE PROTECTION TIME LINE & NARRATIVE
EXISTING TREES AND OFF-SITE TREE LOCATIONS AND SIZES HAVE BEEN IDENTIFIED AND MEASURED BY THE DESIGNER. EXISTING TREES AND OFF-SITE TREES TO BE REMOVED WILL BE REMOVED DURING THE CONSTRUCTION PERIOD. TREES TO BE REMOVED DURING THE CONSTRUCTION PERIOD WILL BE REMOVED DURING THE CONSTRUCTION PERIOD. EXISTING TREES SHALL BE PROTECTED AS SHOWN ON THE PROTECTION PLAN. TREES TO BE PROTECTED SHALL BE IDENTIFIED PRIOR TO CONSTRUCTION. TREES TO BE PROTECTED SHALL BE IDENTIFIED PRIOR TO CONSTRUCTION. TREES TO BE PROTECTED SHALL BE IDENTIFIED PRIOR TO CONSTRUCTION. EXISTING TREES SHALL BE PROTECTED AS SHOWN ON THE PROTECTION PLAN. TREES TO BE PROTECTED SHALL BE IDENTIFIED PRIOR TO CONSTRUCTION. TREES TO BE PROTECTED SHALL BE IDENTIFIED PRIOR TO CONSTRUCTION.

TREE PROTECTION NOTES

- 1) No person will conduct any activity within the drip line of the trees designated for removal without first obtaining written approval from the project architect.
- 2) The contractor shall develop the grading plan provided by the project architect. Grading activities shall be conducted in a manner to minimize the impact of trees required for preservation.
- 3) A tree excavator shall keep a sharp spot of loppers and a sharp 12' pruning saw at all times during the grading process. Any root larger than 6" in diameter must be kept to the same level as the ground surface. All roots larger than 6" in diameter must be cut from the ground by hand-sawed excavation.
- 4) Special care shall be exercised in working atop 20' feet of the trees being retained. This includes hand sawing the roots at the edge of the excavation and placing them back into the soil. No equipment or heavy machinery shall be used near the roots.
- 5) Except for the proposed improvements above the drip line, trees of the trees listed in the retained grade must not be removed or reduced from existing grade.
- 6) If the grade adjacent to a preserved tree is raised such that it could touch or enclose the trees they need to be permanently stabilized.
- 7) The trees are to remain well protected from erosion and sedimentation. Erosion control measures will be undertaken so as to ensure the greatest practical area of protection for the trees. Please refer to the attached site plan for more information.
- 8) The project shall not retain or remove any surface water from those specifically shown on the plan after the drip of the trees to be retained.
- 9) CM(II) trench walls shall be located outside of the drip line of the trees to be retained.

Issued By Tree Maintenance shall be responsible for the land owner. Trees will be maintained in accordance with American National Standards Institute on all operations. The project shall comply with all applicable Federal, State and Local standards pertaining to Tree Care Operations.

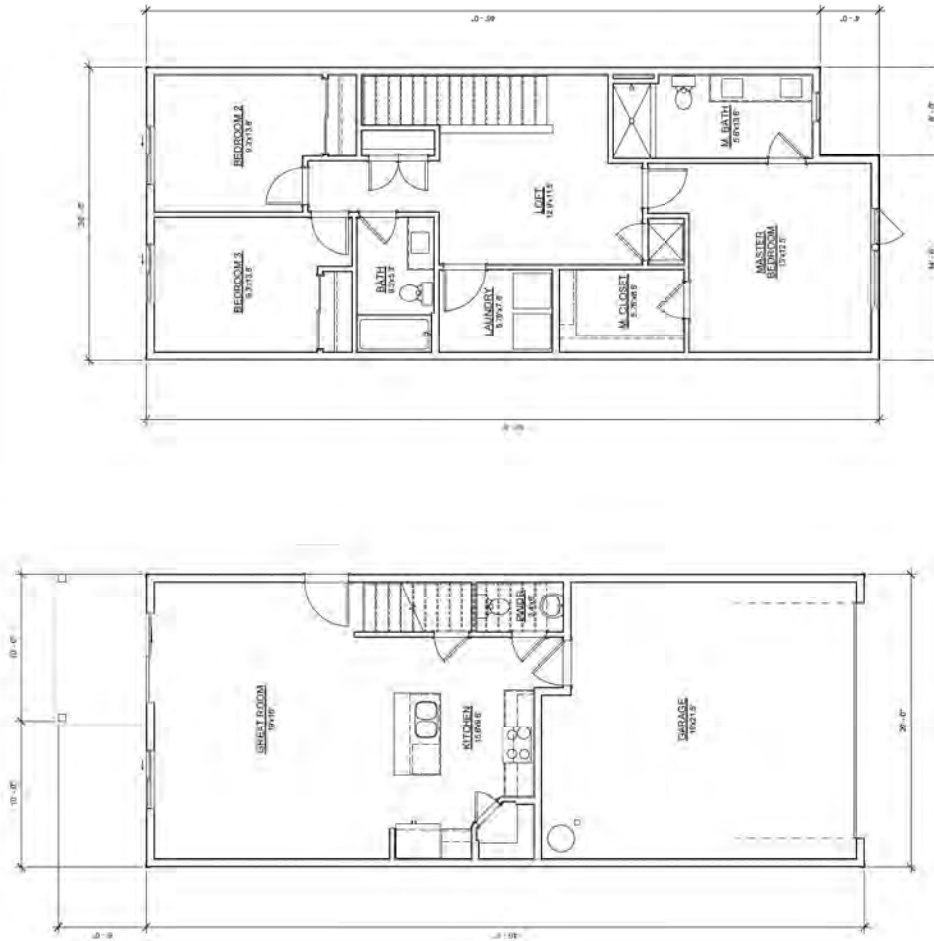
*** ANSI Z323 Arboriculture Operations Safety Requirements
* ANSI Z323 Part II Pruning**



ELEVATION 1



ELEVATION 2



2 SECOND FLOOR
NET = 110'

1 FIRST FLOOR
NET = 100'

ELEVATION NOTES:
EXTERIOR MATERIALS INCLUDE:
BOARD AND BATTEN SIDING
HARDI SMOOTH SIDING
HARDI LAP SIDING
COMPOSITION SHINGLES
CORRUGATED METAL

EXISTING CONDITIONS SURVEY

IN THE NW 1/4 OF THE SE 1/4
SECTION 16, T. 2 N., R. 2 E., WM.
CITY OF VANCOUVER
CLARK COUNTY WASHINGTON

JOB NO. 3440
DATE COLLECT: 08-06-2022
DRAWN BY: J. H. HARRIS
CHECKED BY: J. H. HARRIS
SHEET 1 OF 1

LEGEND:

- INDICATES WATER VALVE
- INDICATES FIRE HYDRANT
- INDICATES WATER METER
- INDICATES STORM SEWER MANHOLE
- INDICATES CATCH BASIN
- INDICATES SANITARY SEWER MANHOLE
- INDICATES POWER POLE WITH
DIRECTION OF OVERHEAD LINES
- INDICATES LIGHT POLE
- INDICATES MAIL BOX
- INDICATES EXPOSED TREE WITH
TRUNK DIAMETER AND TYPE
- INDICATES EXPOSED TREE WITH
TRUNK TO BRANCH AND TYPE
- INDICATES BOUNDARY
- INDICATES EDGE OF ASPHALT
- INDICATES EDGE OF GRAVEL
- INDICATES 5 FOOT INTERVAL CONTOUR
- INDICATES 10 FOOT INTERVAL CONTOUR
- INDICATES SANITARY LOCATE
- INDICATES STORM LOCATE
- INDICATES OVER HEAD POWER

HORIZONTAL DATUM:

NAD 83 (2011)
NORTH AMERICAN DATUM 1983
FEET BASED ON THE INTERNATIONAL
STATE REFERENCE NETWORK

VERTICAL DATUM:

CITY OF VANCOUVER DATUM

NOTES:

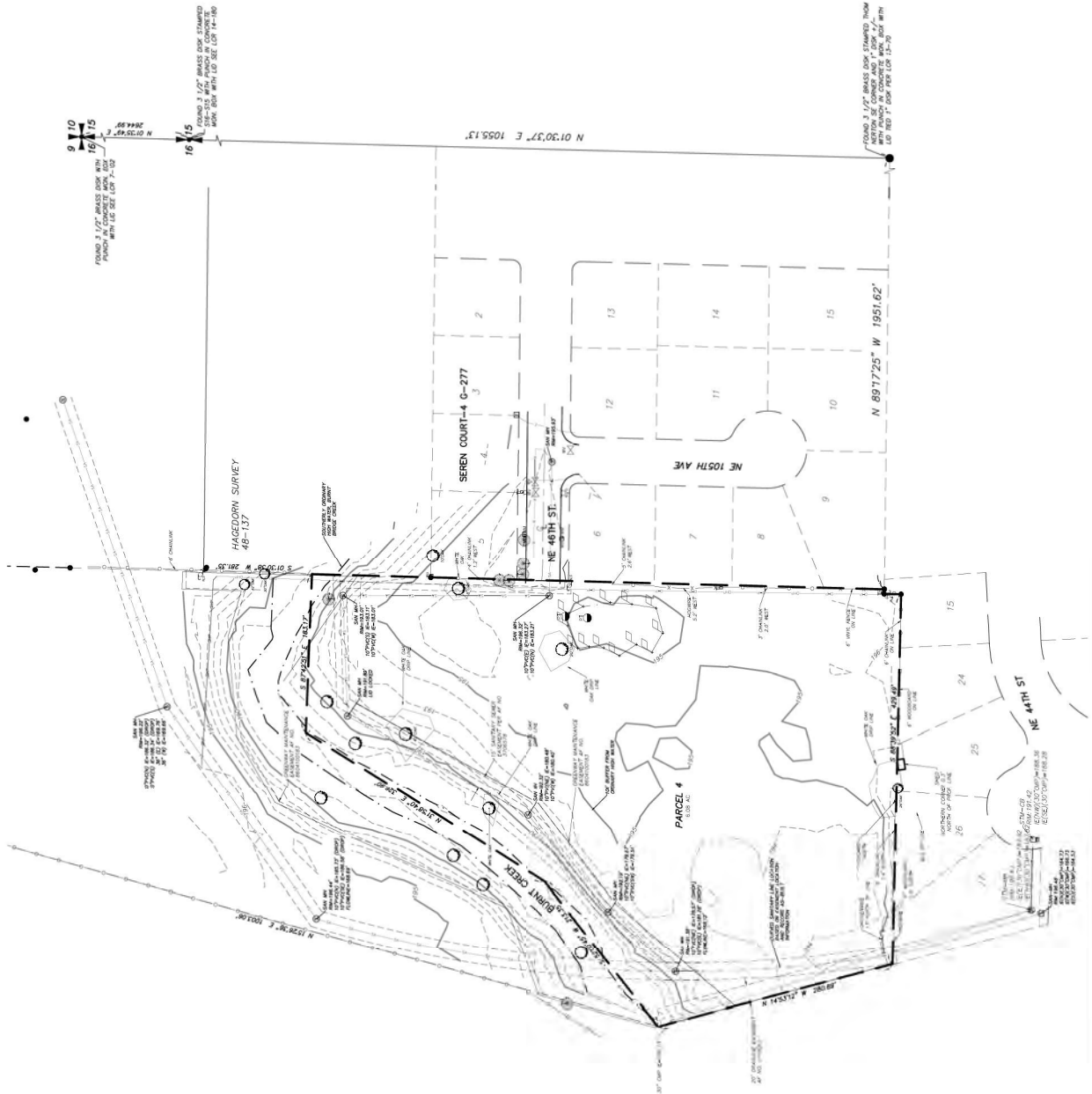
1. ALL DIMENSIONS WERE DRAWN PER PLAT, SURVEY RECORDS AND COMMENTS.
2. NO WARRANTIES ARE MADE AS TO MATTER OF JAMBERTON TITLE, SUCH AS
ADVERSE POSSESSION, ESTOPPEL, ADJUDICATION, ETC.



60' 120' 180' 240' 300' 360' 420' 480' 540' 600' 660' 720' 780' 840' 900' 960' 1020' 1080' 1140' 1200'

SCALE 1" = 60' (1:720)

PLS ENGINEERING
Engineering - Surveying - Planning
604 W. 1st Avenue, Suite 200
PH: (360) 944-5511 FAX: (360) 944-5519

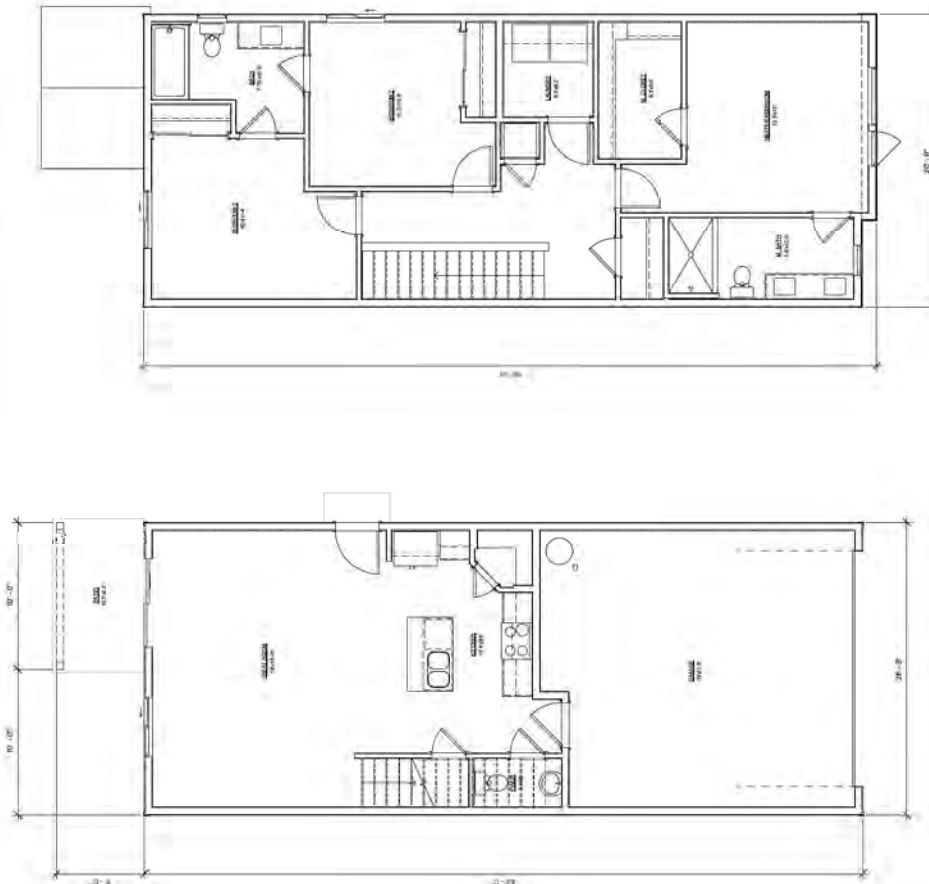




ELEVATION 1



ELEVATION 2



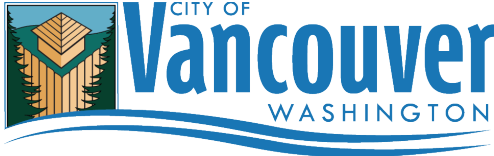
1 FIRST FLOOR
14th Floor

2 SECOND FLOOR

ELEVATION NOTES:

EXTERIOR MATERIALS INCLUDE:
BOARD AND BATTEN SIDING
HARDI SMOOTH SIDING
HARDI LAP SIDING
COMPOSITION SHINGLES
CORRUGATED METAL

EXHIBIT D



SUBMIT TO:

City of Vancouver
Community & Economic Development
415 W. 6th ST
Vancouver, WA 98660
www.cityofvancouver.us

SEPA ENVIRONMENTAL CHECKLIST

WAC 197-11-960

Property Owner: <u>Affinity Vancouver Manager, LLC</u> (Print or Type Name)	Telephone: _____
Mailing Address: <u>120 West Cataldo Ave., Ste. 100, Spokane, WA 99201</u> (No., City, State, ZIP)	
Applicant: <u>Ginn Group, LLC – contact Chad Stewart</u> (Print or Type Name)	Telephone: <u>360-768-5025</u>
Mailing Address: <u>502 NE 72nd St. Vancouver, WA 98665</u> (No., City, State, ZIP)	
Relationship to Owner: <u>buyer</u>	
Tax Assessor Serial Number(s): <u>159850000</u>	
Legal description: Lot(s) <u>#99 THOMAS</u> Block(s) _____ Plat name <u>NERTON DLC 5.7A</u> (If a Metes and Bounds description, check here ☐, and attach narrative to this application.)	
Site Address (if any): <u>11017 NE 51st Circle, Vancouver, WA</u>	

② Include 8½" x 11" copies of ☐ Quarter Section Map, ☐ Topographic Map, ☐ Scaled Site Plan. Delineate site on maps.
Notice to Applicants: You must use the current revision of this form or your application will not be accepted. If you use our disk version of this form (MS Word 6.0) you may not alter the format. Make sure you have the current version before submittal.

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental

Elements –that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

Kevanna Park Meadows

2. Name of applicant: [\[help\]](#)

Ginn Group, LLC

3. Address and phone number of applicant and contact person: [\[help\]](#)

Chad Stewart – (360) 768-5025
502 NE 72nd Street
Vancouver, WA 98665

4. Date checklist prepared: [\[help\]](#)

August 18, 2022

5. Agency requesting checklist: [\[help\]](#)

City of Vancouver

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Development is expected to start at the time of the final construction drawing approval. No phasing proposed.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

Not at this time.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

SEPA Checklist, Geotechnical Report, Archaeological
Predetermination, Critical Areas Report and Mitigation Plan

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

There are no other applications that are pending for governmental approvals directly affecting the property.

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

- Preliminary Type IV Planned Development & Subdivision Review
- Public notification and staff report publications
- Land Use Hearing Examiner Decision
- City Council Approval
- Final engineering plan review and approval
- Final Plat Approval
- SEPA
- NPDES

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

The project site is zoned R-6 (Residential) with a comprehensive plan designation of UL (Urban Low). The site covers 6 acres. The applicant proposes to develop the site with a 33-lot single-family subdivision.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

The site address is 11017 NE 51st Circle, Vancouver, WA and is located in the Southeast ¼ of Section 16, Township 2 North, Range 2 East of the Willamette Meridian. The site is identified as tax serial number 159850000.

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth

- a. General description of the site [\[help\]](#)
(circle one): **Flat**, **rolling**, hilly, steep slopes, mountainous,
other _____
- b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

Approximately 5-10%.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

Per the geotechnical report the site contains native silt, silty gravel and sandy Clay.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

No, there are no surface indications or history of unstable soils.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

There will be grading for the construction of private roads, driveways, the installation of utilities, and the preparation of the site for single family residential housing. Surplus material may be required to be hauled from the site to an approved dump site or offsite fill may be required. Quantities and source are unknown at this time.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

Standard erosion control measures will be followed during grading construction on the site. A final erosion control plan will be reviewed and approved by City of Vancouver prior to construction on the site. A copy of that final erosion control plan will be filed with the final construction plans with City of Vancouver Public Works.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

The site will be approximately 30% impervious surfaces post-development.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

Proposed measures to reduce and control erosion include providing an erosion control plan for review and approval prior to starting construction on the site and following the conditions of the approved drainage and erosion control plan during all phases of construction.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Construction equipment emissions and dust on the short term. Long-term emissions will be produced by automobile traffic and normal residential activities, possibly including wood burning stoves and fireplaces.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

There are no known off-site sources of emissions or odor that would affect the proposal.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

Dust from construction can be mitigated by sprinkling the site with water during construction as needed.

3. Water

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

Burnt Bridge Creek flows westerly along the north parcel boundary and continues offsite. A wetland is also located onsite.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

Yes, work will be performed within 200' of Burnt Bridge Creek and the wetland.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

Direct impact to the stream or wetland are not proposed with project.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

There will be no surface water withdrawals or diversions.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

Yes, the site does lie within the Burnt Bridge Creek floodway and floodway fringe.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

No, there are no proposals to discharge of waste material to surface waters.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

No ground water will be withdrawn from the site. Stormwater runoff from the site will be collected, treated, and routed to a stormwater detention facility on site. Stormwater infiltration is not proposed for this site due to the soil type.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

No waste material is proposed to be discharged into the ground.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

The main source of runoff is from stormwater. There will runoff from impervious roof area, driveways, roadways, and landscaped areas. Stormwater runoff from the site will be collected, treated, and routed to a storm facility on site.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

Yes, if waste materials were somehow released or dumped into surface runoff flows, substances associated with the source material could enter ground or other surface waters.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

- 4) Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

All stormwater runoff is proposed to be routed to a stormwater detention facility on the south end of the site that will control the flow of stormwater runoff of the site.

4. Plants [\[help\]](#)

- a. Check the types of vegetation found on the site: [\[help\]](#)
☒ deciduous tree: alder, maple, aspen, other : **aspen, ash, Oregon white oak**
☐ evergreen tree: fir, cedar, pine, other
☒ shrubs
☒ grass
☒ pasture
☐ crop or grain
☐ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bullrush, **skunk cabbage**, other
☐ water plants: water lily, eelgrass, milfoil, other
☐ other types of vegetation: **Himalyan blackberry, poison hemlock, thistle.**
- b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

Approximately 60% of the site vegetation will be stripped for site preparation.

- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

None known.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

The single-family homes will be landscaped with grass lawns or other appealing landscaping.

- e. List all noxious weeds and invasive species known to be on or near the site.

Poison hemlock, Himalyan blackberry

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: [\[help\]](#)
birds: hawk, heron, eagle, **songbirds**, other:

Local birds are observed on the site and in the area.

mammals: deer, bear, elk, beaver, **other**:

Small mammals, such as mice, voles, and rabbits are located on and near the site. This site is also in an area where larger mammals, such as raccoons, opossum, and mammals indigenous to the Clark County area are sometimes located.

fish: bass, salmon, trout, herring, shellfish, other:

Burnt Bridge Creek is designated as a fish bearing creek.

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

There are no known threatened or endangered species on or near the site.

- c. Is the site part of a migration route? If so, explain. [\[help\]](#)

This site is part of the Pacific Flyway for migratory waterfowl.

- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

The riparian buffer of Burnt Bridge Creek is proposed to be enhances as part of the mitigation plan for other onsite impacts. Oregon white oak trees and an isolated wetland are proposed to be retained onsite.

- e. List any invasive animal species known to be on or near the site.

None known.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

The new homes on the site will be served primarily by electricity and natural gas. Wood stoves might be used for heating. Other forms of energy will depend on homeowners.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)

No, the developed site will not affect the potential use of solar energy by adjacent properties.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

The new homes will comply with the state building codes which includes conservation measures.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. [\[help\]](#)

There are no known environmental health hazards that could occur as a result of this proposal.

- 1) Describe any known or possible contamination at the site from present or past uses.

There are no known possible contaminants at the site from present or past uses. None known on site. Utilizing the Department of Ecology's (DOE), "What's in My Neighborhood" online mapping tool, there are no clean-up sites within 0.5 miles of the site.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

There are no known toxic or hazardous chemicals that will be stored, used, or produced during project development or construction.

- 4) Describe special emergency services that might be required.

There are no special emergency services that might be required, outside of those normally expected for a typical residential development, in association with the proposal.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

There are no proposed measures to reduce or control environmental health hazards.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

Light traffic noise from surrounding areas/roads along with typical residential noises. None of these will affect the proposal.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

Short term noises would include construction noises which would occur during approved hours as mandated by The City of Vancouver and Washington State. Long term noises could include slight increase in traffic noise and normal household noises.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

Construction activities will only be performed during City of Vancouver approved construction hours.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

The site is currently vacant. Surrounding parcels to the east and south are developed with single family homes. To the north is a retirement home and to the west and NW are I-205 and SR-500 freeways. This development will not affect those current land uses.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

The applicant is not aware of the site ever having been used as working farmlands or working forest lands.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Not to the applicant's knowledge.

- c. Describe any structures on the site. [\[help\]](#)

There are no structures on site.

- d. Will any structures be demolished? If so, what? [\[help\]](#)

No structures will be demolished.

- e. What is the current zoning classification of the site? [\[help\]](#)

The site is zoned R-6, Low Density Residential.

- f. What is the current comprehensive plan designation of the site? [\[help\]](#)

UL-Urban Low Density Residential

- g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

There is no shoreline designation for the site.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

The site contains the following critical areas: wetlands, riparian and Oregon white oak habitat, floodway and floodplain associated with Burnt Bridge Creek. Burnt Bridge Creek is a Type F stream that flows westerly along the north parcel boundary and continues offsite.

- i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

It is currently planned that this development will contain 33 residential lots. At 2.8 people per household there would be approximately 95 people residing within this development at completion.

- j. Approximately how many people would the completed project displace? [\[help\]](#)

No people will be displaced by this project.

- k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

The buildout of this project will provide new housing options.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

By complying with the zoning designation, the comprehensive plan, and the City of Vancouver Municipal Code, the proposal will be compatible with the existing and projected land uses.

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

Not applicable, there are no nearby agricultural or forest lands.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

33 residential lots/homes are proposed. Type is unknown at this time.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

No units will be eliminated.

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

33 new housing units will be constructed on the site. Impact fees will be paid at the time of building permit for each new home.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

All new home construction will meet City code for residential housing development and not exceed height limits of 35'. Exterior building materials are unknown at this time.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

Views will be altered as the existing site will change from a vacant lot with large grassy and treed areas to a 33-lot subdivision.

- c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

The single-family homes will be landscaped with grass lawns and other appealing landscaping. A significant portion of the site will be retained as open space.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

When homes are constructed on the proposed lots, there will most likely be light produced from houses, yards, and porch lights during evenings and early mornings.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

No, light or glare from the finished project will not be a safety hazard or interfere with views.

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

Light and glare from surrounding homes and buildings will not affect the proposed development.

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

Any lights used on the site will be oriented inward and will be shielded to reduce the light that may affect adjacent properties. Proposed lighting will comply with City of Vancouver code.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

Kevanna Park is located adjacent to the site to the NE.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

The applicant proposes to pay all park impact fees associated with building permits.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)

No. There are no known places or objects on or near the site which are listed or proposed for national, state, or local preservation registers.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

Archaeological Services of Clark County conducted an archaeological predetermination for this site and found no artifacts. The report concluded that no further work was required. Please see the report prepared by Archaeological Services of Clark County and dated August 18, 2022 included with this application.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

Archaeological Services of Clark County did background review, reviewed existing literature on file with DAHP, conducted a field search and filed a copy of their report with DAHP.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

None proposed. If during development of the site any potentially significant artifacts are discovered, all work will cease, and proper notification will be given to City of Vancouver and DAHP.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

NE 46th Street is an existing Local Access Street that is stubbed to the eastern property line. Existing improvements off-site include a 60' right-of-way with 40' paved width and no sidewalks. This development will extend NE 46th Street to serve the site as a private road. The onsite private roads NE 46th Street and NE 45th Loop will include 46' tract with 28' paved width and 5' sidewalks on both sides of streets, except along NE 45th Loop where sidewalks will be provided on one side only.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

The nearest bus stop is approximately 0.4 miles to the east along NE 112th Avenue.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

2-4 parking spaces per single-family home are proposed. 7 spaces of shared parking are proposed and there will be opportunity for on street parking on one side of the private roadways.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

No frontage improvements are proposed. NE 46th Street will be extended as a private road to serve the development.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

It is anticipated that 330 new average weekday trips would be generated by the project with 25 morning peak hour trips and 33 evening peak hour trips. Trip generation calculations utilized the Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 11th Edition, 2021.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

The proposed development will not interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area.

- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

The applicant will pay transportation impact fees.

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

Yes. The completion of this development and the construction of new residential units will increase the need for public services in the area.

- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

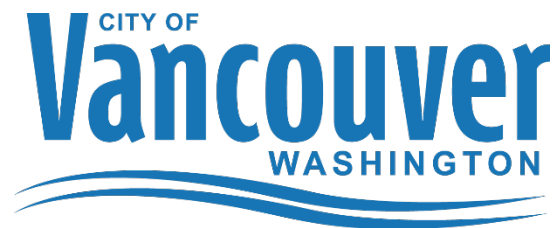
This project will pay impact fees for schools, parks, and traffic at the time of building permit.

16. Utilities

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

- Electricity: Clark Public Utilities
- Natural Gas: NW Natural
- Water: City of Vancouver
- Sanitary Sewer: City of Vancouver
- Garbage: Waste Connections

DocuSigned by:
Signature: Chad Stewart
2FA0CAAFFD2C64E9
Name of signee: Chad Stewart
Position and Agency/Organization: Project Manager Ginn Group, LLC
Date Submitted: 8/27/2022



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

www.cityofvancouver.us

Oct. 19, 2022

**Notice of Application, Remote Public Hearing, and
Optional SEPA Determination of Nonsignificance
Kevanna Park Meadows Planned Development
PRJ-168078/LUP-82789**

Request: The applicant requests approval of a 33-lot subdivision and planned development for single-family homes.

The application was accepted Sept. 6, 2022 and deemed fully complete Oct. 5, 2022.

Location: 11017 NE 51st Circle, at the west end of NE 46th Street. Burnt Bridge Creek runs along the northern and western boundaries of the site. Assessor's serial number: 159850000. The site is zoned R-6.

Contact: Travis Johnson, PE, PLS Engineering, 604 West Evergreen Blvd., Vancouver, WA 98660. 360-944-6519.

Applicant: Chad Stewart, Ginn Group, LLC, 502 NE 72nd Street, Vancouver, WA 98665 360-768-5025.

Property Owner: Affinity Vancouver Manager, LLC, 120 West Cataldo Ave., Ste. 100, Spokane, WA 99201. 509-321-3218.

Remote Public Hearing Scheduled Land Use Hearing conducted by the Hearing Examiner
Tuesday, January 17, 2023, 6 p.m.

The City of Vancouver will hold a virtual hearing. Interested parties can participate in the virtual hearing by emailing the project manager at andrew.reule@cityofvancouver.us. **Due to remote work conditions, e-mail is strongly preferred.**

Under the authority of VMC 20.790.230, the City of Vancouver will use the optional combined determination of nonsignificance (DNS) and notice of application process. Based on the initial review of the proposed project, the city expects to issue a DNS on the proposal, finding the project will not create probable significant adverse environmental impacts.

The comment period for the notice of application may be the only opportunity to comment on the environmental impacts of the proposal. The proposal may include mitigation measures under applicable codes, and the review process may incorporate or require mitigation measures regardless of whether an environmental impact statement is prepared.

Comments on the project received electronically before 4 p.m., Nov. 18, 2022, will be incorporated into the staff report; comments received electronically after that date will be presented at the hearing.

A decision by the hearing examiner may be appealed to City Council by the applicant or any aggrieved person. Such an appeal must be in writing and be filed with Community Development Department within 14 calendar days after the hearing examiner's decision. In the absence of such appeal, the examiner's decision shall be final and conclusive.

Procedural appeals to the SEPA determination shall be filed in writing within 14 calendar days following the last day of the comment period. The hearing examiner's decision of the SEPA procedural appeal shall be final and not subject to further administrative appeal.

Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of staff's decision approving, conditioning, or denying the project.

A copy of the final determination may be obtained upon e-mail request. Please include any one of the project numbers listed.

Case Manager: Andrew Reule, Senior Planner
E-mail: andrew.reule@cityofvancouver.us



Name

October 19, 2022

Date

Coverage of this hearing is being cablecast live on Clark/Vancouver Television Channel 23, Comcast Cable Television System.

Kevanna Park Meadows

Located in the SE ¼ of Section 16, T2N, R2E W.M.
Vancouver, Washington



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

APPLICANT:
Ginn Group LLC
502 NE 72nd Ave
Vancouver, WA 98665
(360)768-5048
chad@ginngrp.com

CONTACT:
PLS Engineering
Contact: Travis Johnson, PE
604 W Evergreen Blvd
Vancouver, WA 98660
PH: (360) 944-6519
pm@plsengineering.com

SITE ADDRESS:
Parcel # 159850-000
11017 NE 51st Circle
Vancouver, WA 98682

LAND USE:

The Kevanna Park Meadows Planned Development proposes to divide 6 acres into 33 single-family residential lots in the R-6 zone. Detached homes are proposed and the zero-lot line and narrow lot development standards apply to the proposal. See the narrative for a discussion of density and development standards applicable to Planned Developments.

TRANSPORTATION:

NE 46th Street is an Urban Local Access Road that provides public access to the site. The existing roadway has 60' ROW and a 40' paved width and does not have a sidewalk.

The applicant is proposing a private road to serve the site that extends from the end of NE 46th Street. The private road will have a paved width of 28' and a detached sidewalk on at least on side of the roadway.

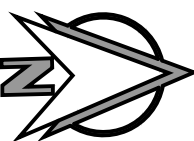
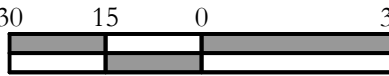
UTILITIES:

The City of Vancouver is the public water and sanitary sewer purveyor. The proposed connection points are at the end of NE 46th Street. Stormwater runoff from the site will be treated and routed to a detention pond on the south end of the site. Controlled runoff will be routed to an existing stormwater pipe on the west end of the site that eventually discharges into Burnt Bridge Creek.

CRITICAL AREAS:

The site contains a stream, floodplain, wetland, and an Oregon White oak trees. Burnt Bridge Creek runs along the northern and western property lines of the site. This stream has a 100' Riparian Management Area with an additional 75' riparian buffer. The 75' buffer is proposed to be impacted and will be mitigated for by enhancing the 100' buffer. No impacts are proposed within the floodplain. A small, isolated wetland area is mapped within a vegetated area on the east end of the site. The buffer is proposed to be impacted with the roadway construction and will be mitigated for with a wetland bank use plan. An Oregon white oak tree is also located onsite near the wetland that is proposed to be removed and mitigated for. Other oak trees are either located near the property line or within the critical areas are proposed to be retained.

Scale 1" = 30'



Legend

Proposed Asphalt Concrete
Proposed Cement Concrete
Proposed Woodchip Path
Proposed Parking Count



Preliminary Plat For:

Kevanna Park Meadows

A Subdivision Located In The City Of Vancouver, Washington

Revisions

1	2	3	4	5	6



Project No. 3440

SCALE: H: 1" = 30'
V: N/A

DESIGNED BY: SWG

DRAFTED BY: JSV

REVIEWED BY: TGJ

2

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PLS ENGINEERING

PH (360) 944-6519

Fax (360) 944-6539

604 W. Evergreen Blvd., Vancouver, WA 98660

Engineering - Surveying - Planning

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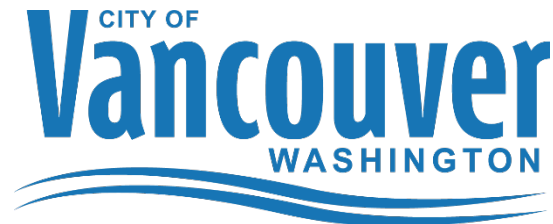
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P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

Nov. 22, 2022

**Notice of Final Determination of Nonsignificance (DNS)
Kevanna Park Meadows Planned Development
PRJ-168078/LUP-82789**

The city issued a determination of nonsignificance for this project Oct. 19, 2022. This determination is retained. The city received comments from the Department of Ecology.

It has been determined the following described project will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, a determination of nonsignificance has been issued.

Request: Approval of a 33-lot subdivision and planned development for single-family homes.

Location: 11017 NE 51st Cir., at the west end of NE 46th St. Burnt Bridge Creek runs along the northern and western boundaries of the site. Assessor's serial number: 159850000. The site is zoned R-6.

Contact: Travis Johnson, PE, PLS Engineering, 604 West Evergreen Blvd., Vancouver, WA 98660. 360-944-6519.

Applicant: Chad Stewart, Ginn Group, LLC, 502 NE 72nd Street, Vancouver, WA 98665 360-768-5025.

Property Owner: Affinity Vancouver Manager, LLC, 120 West Cataldo Ave., Ste. 100, Spokane, WA 99201. 509-321-3218.

Requests to appeal this decision must be made in writing within 14 calendar days after the date the decision is mailed. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).

All appeals, along with the required fee, must be received by 4 p.m., Dec. 6, 2022.

The appeal request shall be emailed to plans@cityofvancouver.us as well as to the case manager's e-mail address below and the appeal fee electronically paid to the City.

Responsible Official: Andrew Reule, Senior Planner
E-mail: Andrew.reule@cityofvancouver.us

A handwritten signature in blue ink, appearing to read "Andrew Reule", is written over a horizontal line.

Andrew Reule

Nov. 22, 2022

Date



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Southwest Region Office
PO Box 47775, Olympia, WA 98504-7775 • 360-407-6300

November 18, 2022

Andrew Reule, Senior Planner
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668

Dear Andrew Reule:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the Kevanna Park Meadows Planned Development project (PRJ-168078/LUP-82789) located at 11017 NE 51st Court as proposed by Ginn Group, LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

SHORELANDS & ENVIRONMENTAL ASSISTANCE: Meghan Tait, (360) 210-2783

The required mitigation sequencing is avoidance, minimization, and then compensatory mitigation for any unavoidable wetland buffer impacts associated with a project. It appears that the applicant could avoid impacts to at least some of the on-site wetlands by reducing or reconfiguring lots and roads.

The proposal should limit impacts to the wetland buffer as much as possible, and any buffer reductions or wetland modifications must be consistent with the City of Vancouver Critical Areas Ordinance.

Ecology requests an opportunity to review the wetland report for this project, including the wetland delineation and wetland rating. A site visit may be necessary to confirm the wetland rating and delineation to determine the extent of wetlands on-site, and whether the wetland is appropriately rated. Please submit the wetland report to Ecology Wetlands Specialist Meghan Tait, via email at meghan.tait@ecy.wa.gov. For questions or technical assistance, contact Meghan via the provided email or phone number, 360-210-2783.

SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from your local jurisdictional health department prior to filling. All removed debris resulting from this project must be disposed of at an approved site. Contact the local jurisdictional health department or Department of Ecology for proper management of these materials.

TOXICS CLEANUP: Sam Meng (360) 999-9587

No confirmed or suspected cleanup sites within a quarter of mile from the project area. No comment. For questions contact Sam Meng with the Toxics Cleanup Program at the Southwest Regional Office at (360) 999-9587.

**WATER QUALITY/WATERSHED RESOURCES UNIT:
Brian Johnson (360) 624-5741**

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Construction Stormwater General Permit:

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and
2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
 - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
 - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted. For additional information on contaminated construction sites, please contact Evan Wood at evan.wood@ecy.wa.gov, or by phone at (360) 706-4599.

Additionally, sites that discharge to segments of waterbodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorous, or to waterbodies covered by a TMDL may need to meet additional sampling and record keeping requirements. See condition S8 of the Construction Stormwater

General Permit for a description of these requirements. To see if your site discharges to a TMDL or 303(d)-listed waterbody, use Ecology's Water Quality Atlas at:
<https://fortress.wa.gov/ecy/waterqualityatlas/StartPage.aspx>.

The applicant may apply online or obtain an application from Ecology's website at:
[http://www.ecy.wa.gov/programs/wq/stormwater/construction/- Application](http://www.ecy.wa.gov/programs/wq/stormwater/construction/-Application). Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(JKT:202205241)

cc: Meghan Tait, SEA
Derek Rockett, SWM
Sam Meng, TCP
Brian Johnson, WQ



June 2nd, 2022

Affinity Vancouver Manager, LLC
c/o Keith James, Inland Construction
120 W Cataldo Ave Suite 100
Spokane, WA 99201

RE: Conditional Development Review Evaluation for "Kevanna Park Meadows Planned Development" located at 11017 NE 51st Street Vancouver, WA (SR54201; Tax Parcel(s) 159850000; PRJ-168078/PIR-82372)

****Final Plat approval by Clark County Public Health**

The Development Review Evaluation for which you applied has been completed by Clark County Public Health (CCPH). This evaluation is limited to the area of the proposed development located at addresses 11017 NE 51st Street, Vancouver, Washington southwest of Kevanna Park and south of Burnt Bridge Creek.

On-Site Sewage Treatment Systems (CCC 24.17, WAC 246-272A, CCC 40.370, RCW 58.17):

A municipal sewage system is proposed and required for this development. No records pertaining to onsite septic systems were identified during the development review or field inspection of the subject property. It appears that no development has occurred on the property other than storm sewer extending from 46th Street to Burnt Bridge Creek was present on the property. OSS may exist on the property without records.

If any OSS is discovered during development must be properly abandoned with written notice provided to Clark County Public Health. Please submit to CCPH a notification of abandonment with a written description of the actions taken to legally abandon the system identified on the property with an Online RME Pumper Report attached. Proper abandonment of the system requires tank pumping by a licensed pumper, breaking in the tank lids, and filling the cavities with compacted soil. Also, note that any cesspools, drywells, or pump chambers discovered during development must also be abandoned in this manner.

The proposed development must connect to an approved public sewer system. A copy of the final acceptance letter from the sanitary sewer purveyor or the equivalent must be submitted along with the Mylar (final plat).

Water Systems (WAC 173-160, WAC 246-290, CCC 40.370, RCW 58.17):

A municipal water supply is proposed and required for this development. No records of water wells were identified during the development review for the subject property. A field inspection revealed no wells on the property either. A small structure was identified on the southern portion of the proposed development area but appeared to be a playhouse (see photo). It is unclear if the structure is on the subject property or the neighboring property to the south. No wells were identified within this structure.

Wells may be present on the subject property not identified as part of this review. Wells identified on the subject property must be decommissioned by a licensed driller in accordance with WAC 173-160-381. A notice of intent and decommissioning records must be provided to CCPH prior to final approval. Decommissioned wells must be shown on the final plat.

The proposed development must connect to an approved public water system. A copy of the final acceptance letter from the purveyor or the equivalent must be submitted along with the Mylar (final plat).

If you have any questions concerning this letter, please contact me at (564) 397-7376.

Sincerely,

Andrew
Lembrick

Digitally signed by Andrew
Lembrick
Date: 2022.06.02 12:07:34 -07'00'

Environmental Health Specialist II

CC: Travis Johnson, PLS Surveying
Andrew Ruele, City of Vancouver



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Southwest Region Office
PO Box 47775, Olympia, WA 98504-7775 • 360-407-6300

November 18, 2022

Andrew Reule, Senior Planner
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668

Dear Andrew Reule:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the Kevanna Park Meadows Planned Development project (PRJ-168078/LUP-82789) located at 11017 NE 51st Court as proposed by Ginn Group, LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

SHORELANDS & ENVIRONMENTAL ASSISTANCE: Meghan Tait, (360) 210-2783

The required mitigation sequencing is avoidance, minimization, and then compensatory mitigation for any unavoidable wetland buffer impacts associated with a project. It appears that the applicant could avoid impacts to at least some of the on-site wetlands by reducing or reconfiguring lots and roads.

The proposal should limit impacts to the wetland buffer as much as possible, and any buffer reductions or wetland modifications must be consistent with the City of Vancouver Critical Areas Ordinance.

Ecology requests an opportunity to review the wetland report for this project, including the wetland delineation and wetland rating. A site visit may be necessary to confirm the wetland rating and delineation to determine the extent of wetlands on-site, and whether the wetland is appropriately rated. Please submit the wetland report to Ecology Wetlands Specialist Meghan Tait, via email at meghan.tait@ecy.wa.gov. For questions or technical assistance, contact Meghan via the provided email or phone number, 360-210-2783.

SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from your local jurisdictional health department prior to filling. All removed debris resulting from this project must be disposed of at an approved site. Contact the local jurisdictional health department or Department of Ecology for proper management of these materials.

TOXICS CLEANUP: Sam Meng (360) 999-9587

No confirmed or suspected cleanup sites within a quarter of mile from the project area. No comment. For questions contact Sam Meng with the Toxics Cleanup Program at the Southwest Regional Office at (360) 999-9587.

**WATER QUALITY/WATERSHED RESOURCES UNIT:
Brian Johnson (360) 624-5741**

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Construction Stormwater General Permit:

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and
2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
 - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
 - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted. For additional information on contaminated construction sites, please contact Evan Wood at evan.wood@ecy.wa.gov, or by phone at (360) 706-4599.

Additionally, sites that discharge to segments of waterbodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorous, or to waterbodies covered by a TMDL may need to meet additional sampling and record keeping requirements. See condition S8 of the Construction Stormwater

General Permit for a description of these requirements. To see if your site discharges to a TMDL or 303(d)-listed waterbody, use Ecology's Water Quality Atlas at:
<https://fortress.wa.gov/ecy/waterqualityatlas/StartPage.aspx>.

The applicant may apply online or obtain an application from Ecology's website at:
[http://www.ecy.wa.gov/programs/wq/stormwater/construction/- Application](http://www.ecy.wa.gov/programs/wq/stormwater/construction/-Application). Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(JKT:202205241)

cc: Meghan Tait, SEA
Derek Rockett, SWM
Sam Meng, TCP
Brian Johnson, WQ

EXHIBIT I

Reule, Andrew

From: Tait, Meghan (ECY) <mtai461@ECY.WA.GOV>
Sent: Tuesday, November 29, 2022 9:37 AM
To: Reule, Andrew
Cc: Brent Davis
Subject: RE: ECY SEPA 202205241 - Kevanna Park Meadows Planned Development - Comments

Hi Andrew,

Thank you for providing Ecology the opportunity to review the critical areas report and mitigation plan for this project. I do not have any comments at this time.

Meghan Tait

Wetland/Shoreland Specialist
Shorelands & Environmental Assistance Program
WA Department of Ecology | Vancouver Field Office
(360) 210-2783 | meghan.tait@ecy.wa.gov



This communication is public record and may be subject to disclosure as per the Washington State Public Records Act, RCW 42.56.

From: Reule, Andrew <Andrew.Reule@cityofvancouver.us>
Sent: Monday, November 21, 2022 8:17 AM
To: Tait, Meghan (ECY) <mtai461@ECY.WA.GOV>
Cc: Brent Davis <Brent.Davis@clark.wa.gov>
Subject: RE: ECY SEPA 202205241 - Kevanna Park Meadows Planned Development - Comments

Hi Meghan, per your request, here is the wetland/habitat report. I'll also send the mitigation plan in a separate email. Please coordinate with Brent Davis on this since he is reviewing the wetland and habitat issues for the city. I need comments from Brent by Dec. 2 for this one.
Thanks.

From: ECY RE SWRO SEPA COORDINATOR <swrosepacoordinator@ECY.WA.GOV>
Sent: Friday, November 18, 2022 9:00 AM
To: Reule, Andrew <Andrew.Reule@cityofvancouver.us>
Cc: Tait, Meghan (ECY) <mtai461@ECY.WA.GOV>; Rockett, Derek (ECY) <droc461@ecy.wa.gov>; Meng, Sam (ECY) <same461@ECY.WA.GOV>; Johnson, Brian (ECY) <BRJO461@ECY.WA.GOV>
Subject: ECY SEPA 202205241 - Kevanna Park Meadows Planned Development - Comments
Importance: High

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.

Andrew Reule, Senior Planner:

Thank you for the opportunity to comment on the Kevanna Park Meadows Planned Development Project (Lead Agency File No(s). PRJ-168078/LUP-82789). Ecology's comments are attached.

[[Statewide SEPA Register](#) No. 202205241]

Have a great day,

Garret Peck

SEPA Coordinator | Southwest Regional Office

Desk: 360-407-6300 | Cell: 360-480-3300



EXHIBIT J

Critical Areas Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT K

Mitigation Plan

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT L

Transportation Impact Study

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT M

Geotechnical Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT N

Preliminary TIR Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

CRITICAL AREAS REPORT AND STREAM BUFFER MITIGATION PLAN

August 11, 2022



Kevanna Park Meadows
Vancouver/Clark County, WA

Prepared for
Ginn Development
502 NE 72nd Street
(360)-608-6026

Prepared by
Ecological Land Services
1157 3rd Avenue, Suite 220A • Longview, WA 98632
(360) 578-1371 • Project Number 2671.30

SIGNATURE PAGE

The information in this report was compiled and prepared under the supervision and direction of the undersigned.



Sara Hastings
Biologist I

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Wetland Determination Data Forms

APPENDIX B

Wetland Rating Forms

INTRODUCTION

Ecological Land Services, Inc. (ELS) was contracted by Ginn Development to conduct a critical areas assessment and mitigation plan in Vancouver, Washington, for Clark County Tax Parcel No. 159850000, located at 11017 NE 51st Circle in Vancouver, Washington, (Figure 1). The project site is approximately six acres and is located within Section 16, Township 2 North, Range 2 East of the Willamette Meridian. ELS conducted a wetland delineation and critical areas determination to determine the presence and extent of wetlands, fish and wildlife habitat critical areas, and priority habitat areas onsite. Credit purchase at Terrace Mitigation Bank is proposed to mitigate for indirect wetland impacts.

This critical areas report and stream buffer mitigation plan summarizes ELS findings according to the following *Vancouver Municipal Code (VMC 2021)* sections:

- *VMC 20.740.110, Fish and Wildlife Habitat Conservation Areas*, for proposed stream buffer impacts and removal of one Oregon white oak,
- *VMC 20.740.140, Wetlands*, for proposed wetland buffer reduction, and
- For indirect wetland impacts and compliance with *VMC 20.740.140*, please refer to *Kevanna Park Meadows Bank Use Plan* (ELS 2022).

SITE DESCRIPTION

The six acre site is zoned as “Low Density Residential-6du/ac (R-6)”. The project site is currently vacant containing no structures and is accessed where NE 46th Street dead ends at the property. The topography of the site is generally flat, but slopes down from east to west dropping approximately nine feet in elevation. Burn Bridge Creek, a Type F (fish bearing) stream, flows westerly along the northern parcel boundary and continues offsite. Flow was evident during the site visit on June 29, 2022. The stream channel is approximately five feet wide and two feet below the top of the bank (Figure 2). One wetland, Wetland A, was delineated in the central eastern portion of the site within a topographic depression. Wetland A is composed of forested and scrub-shrub vegetation communities and no discernible outlet, receiving the majority of its hydrology from runoff originating from uplands. The project site consists mainly of pasture grass that is mowed annually, with scrub-shrub and herbaceous vegetation along the stream at the northern property boundary and forested with scrub-shrub vegetation within the wetland. Additionally, an existing trail circumnavigates the project site. The properties to the north and northeast contain an apartment complex with 100 or more units and Kevanna Park. Properties to the east and south of the site consist of single-family residences on similar sized lots, while the site is bordered to the west by Highway Interstate 205 (I-205) and I-205 Exit to NE 122nd Ave (Figure 2).

PROJECT HISTORY

A pre-application report was issued on May 12, 2022 (Case File: Kevanna Park Meadows; PRJ-168078/PIR-82372) with Andrew Reule, Senior Planner for the City of Vancouver (CoV), overseeing the project. Because the CoV typically asks Clark County (County) to help with environmental review, ELS met with Brent Davis, Wetland and Habitat Review Manager with the County, along with Mr. Stewart, Mr. Reule, and Jayson Taylor of PLS Engineering via Zoom on July 21, 2022. During the zoom meeting, proposed mitigation for impacts to critical area buffers

were discussed given the constraints of an existing sanitary sewer line easement within the Riparian Management Area (RMA) of Burnt Bridge Creek and a required road extension/alignment of NE 46th Street.

PROJECT DESCRIPTION

The applicant is proposing the development of a 35-lot planned development for single-family detached homes. This will require clearing, grading, leveling of the site, installing utilities, constructing a stormwater facility, frontage street improvements, and constructing a 4-foot wide pervious walking path (wood chips). The walking path will be designed to follow the existing trail which will meander along/near the existing sanitary sewer line easement within the RMA and Riparian Buffer (RB) enhancement area as allowed per *VMC 20.740.110(C)(2)(b)(2)*. Plans for the trail will be provided upon further engineering. The required road extension/alignment of NE 46th Street will avoid direct impacts to Wetland A but will require the removal of one Oregon white oak (*Quercus garryana*). The planned development of single-family homes will encroach into a total of 0.760 acres (33,098 sq. ft.) of the riparian buffer (RB) of Burnt Bridge Creek. Additionally, one Oregon white oak must be removed to install NE 46th Street. This will result in 0.028 acres (1,216 square feet) of canopy loss.

Compensation for encroachment into the RB and for removal of one Oregon white oak includes enhancement of the entirety of the remaining RB (0.298 acres, 12,965 sq. ft.) and 1.228 acres, (53,501 sq. ft.) of the riparian management area (RMA) of Burnt Bridge Creek (excluding the trail itself and the 15-foot sanitary sewer easement) for an overall enhancement ratio of 1.94:1. Enhancement activities will consist of planting Oregon white oaks and native shrubs, and invasive species control to provide an overall higher ecological function than currently exists (Figure 4). In the event that oak credits become available at Terrace Mitigation Bank, the applicant's preference would be to purchase credits. If this situation arises, the applicant will contact the City to discuss how to proceed. Table 1 summarizes proposed impacts, enhancement, and mitigation.

Impacts will be avoided and minimized by utilizing best management practices (BMPs) including installing silt fencing along the outer buffer boundary, applying native grass seed to disturbed areas not being paved when grading is complete, and making a water truck available to prevent dust blowing during construction. The development area will be cleared of vegetation and levelled prior to construction. Additional BMPs are discussed in the *Avoidance and Minimization Section* later in this report. Construction is anticipated to start upon receipt of permits.

Due to the proposed development adjacent to the wetland and buffer consisting of public sidewalks, permanent fencing will be installed to discourage disturbance of the wetland buffer from human and pet use. Additionally, signage that reads "The area beyond this sign is a wetland or wetland buffer. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information" will be placed every 50 feet along the permanent fencing. For more information regarding indirect wetland impacts, please refer to *Kevanna Park Meadows Bank Use Plan* (ELS 2022).

Table 1. Proposed Impacts, Enhancement, and Mitigation.

Critical Areas	Proposed Impact	Proposed Enhancement	Proposed Mitigation
RMA		1.196 acres (52,073 sq. ft.)	▪ Remove invasive species ▪ Plant native shrubs ▪ Monitor planted shrubs for 5 years
RB	Buffer/Lot Construction 0.760 acres (33,098 sq. ft.)	0.330 acres (14,393 sq. ft.)	
Oregon White Oak Canopy	Removal/Road Construction 0.028 acres (1,216 sq. ft.)	Plant 6 Oaks	▪ Remove invasive species ▪ Plant 6, 2” caliper oaks, depending on availability, in the RMA or RB ▪ Monitor planted oaks for 5 years
Total	0.788 acres (34,314 sq. ft.)	1.526 acres (66,466 sq. ft.)	

*Oregon white oak canopy enhancement total is not included in the total enhancement area as enhancement will occur in the RMA and RB.

METHODOLOGY

The site was evaluated for the presence of wetlands using the Routine Determination Method according to the U.S. Army Corps of Engineers’ 1987 *Wetland Delineation Manual* and the *Regional Supplement to the Corps of Engineers’ Wetland Delineation Manual* (Environmental Laboratory 1987); *Western Mountains, Valleys, and Coast Region (Version 2.0)* (Corps 2010). The Routine Determination Method examines three parameters—vegetation, soils, and hydrology—to determine if wetlands exist in a given area. Hydrology is critical in determining what is wetland but is often difficult to assess because hydrologic conditions can change periodically (hourly, daily, or seasonally). Consequently, it is necessary to determine if hydrophytic vegetation and hydric soils are present, which would indicate that water is present for long enough duration to support a wetland plant community. By definition, wetlands are those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands are regulated as “Waters of the United States” by the U.S. Army Corps of Engineers (Corps), “Waters of the State” by Washington Department of Ecology (Ecology), and locally by the City of Vancouver (VMC).

ELS conducted a site visit on June 29, 2022, to collect vegetation, soils, and hydrology data, and to make determinations about the presence or absence of critical areas onsite. ELS delineated one wetland and collected data on five Oregon white oaks. The wetland boundary was demarcated using consecutively numbered fluorescent pink flags. Wetland boundaries were determined through breaks in topography, changes in vegetation, and evidence of surface hydrology. Vegetation, hydrology, and soil data were collected from four test plots to determine the location and extent of wetlands onsite. Test plots were mapped with a hand-held GPS unit capable of sub-meter accuracy. Test plot data sheets can be found in Appendix A. The ordinary high water mark (OHWM) of Burnt Bridge Creek, wetland boundaries, and oaks were surveyed by PLS Engineering on June 8th and 20th, 2022 (Figure 2).

VEGETATION

Wetlands

Dominant wetland vegetation consists of **trees**: quaking aspen (*Populus tremuloides*, FACU) and Oregon ash (*Fraxinus latifolia*, FACW); **shrubs**: Nootka rose (*Rosa nutkana*, FAC); and **herbs**: slough sedge (*Carex obnupta*, OBL), curly dock (*Rumex crispus*, FAC), and reed canarygrass (*Phalaris arundinacea*, FACW).

Uplands

Dominant upland vegetation consists of **trees**: quaking aspen and Oregon ash; **shrubs**: common snowberry (*Symphoricarpos albus*, FACU) and Nootka rose; **herbs**: American vetch (*Vicia americana*, FAC), reed canarygrass, prickly lettuce (*Lactuca serriola*, FACU), Canada thistle (*Cirsium arvense*, FAC), cleavers (*Galium aparine*, FACU), bluegrass (*Poa sp.* assumed FAC), field brome (*Bromus arvensis*, UPL), common velvetgrass (*Holcus lanatus*, FAC), poison hemlock (*Conium maculatum*, FAC), fringed willowherb (*Epilobium ciliatum*, FACW), jewelweed (*Impatiens capensis*, FACW), American skunkcabbage (*Lysichiton americanus*, OBL), oxeye daisy (*Leucanthemum vulgare*, FACU), common selfheal (*Prunella vulgaris*, FACU), yellow glandweed (*Parentucellia viscosa*, FAC), common sheep sorrel (*Rumex acetosella*, FACU), bentgrass (*Agrostis sp.*, assumed FAC), sweet vernalgrass (*Anthoxanthum odoratum*, FACU), and **vines**: Himalayan blackberry (*Rubus armeniacus*, FAC).

The indicator status, following the scientific names, indicates the likelihood of the species to be found in wetlands. Listed from most likely to least likely to be found in wetlands, the indicator status categories are:

- **OBL** (obligate wetland) - occur almost always under natural conditions in wetlands.
- **FACW** (facultative wetland) - usually occur in wetlands, but occasionally found in non-wetlands.
- **FAC** (facultative) - equally likely to occur in wetlands or non-wetlands.
- **FACU** (facultative upland) - usually occur in non-wetlands, but occasionally found in wetlands.
- **UPL** (obligate upland) - occur almost always under natural conditions in non-wetlands.
- **NI** (no indicator) - insufficient data to assign to an indicator category.

SOILS

As referenced on the U.S.D.A. Natural Resources Conservation Service (NRCS) website, the onsite soils are mapped as (LgB) Lauren gravelly loam, 0 to 8 percent slopes (Figure 4). Lauren gravelly loam is characterized as a somewhat excessively drained soils formed from alluvium with volcanic ash on terraces. The soil type is not rated as hydric by NRCS (NRCS 2022). Mapped hydric soils do not necessarily mean that an area is or is not a wetland—hydrology, hydrophytic wetland vegetation, and hydric soils must all be present to classify an area as a wetland.

Evaluated wetland soils met hydric soil indicator Depleted Matrix (F3). Though Test Plot 4 also met hydric soil indicator Depleted Matrix (F3), it lacked hydrophytic vegetation and hydrology; therefore, did not meet the criteria to be considered a wetland. Test plot determination data forms can be found in Appendix A.

HYDROLOGY

Wetland A

Wetland A is located in a depression in the central eastern portion of the project site. Hydrology sources include a shallow groundwater table, runoff from surrounding uplands, and precipitation. Wetland A appears to be hydrologically isolated as it has no inlet or outlet and is located in a depression where wetland ponding infiltrates or evaporates. It provides flood storage and delay, and groundwater recharge functions. No surface water or saturation was present in the wetland during the site visit; however, primary hydrology indicators Algal Mat or crust (B4), Water-Stained Leaves (B9), and Oxidized Rhizospheres along Living Roots (C3), and secondary indicator Geomorphic Position (D2) were present within the wetland test plot. Test plot data sheets can be found in Appendix A.

Burnt Bridge Creek

Burnt Bridge Creek is a perennial, Type F stream that flows westerly through the site and continues offsite to the west approximately 9 miles where it outlets to Vancouver Lake. Vancouver Lake outlets to Lake River and flows northerly for approximately 13 miles to the Columbia River. The creek channel is approximately five feet wide, and flow was approximately two feet below the top of bank during the June 2022 site visit.

Precipitation Data

Precipitation data was gathered from the NOAA Regional Climate Centers *Clark County, Washington, WETS Station: Vancouver Pearson AP* (2022), the closest WETS station to the project site. Precipitation two weeks prior to the site visit on June 29th totaled 0.24 inches, with no rainfall occurring the day of the field visit. April, May, and June far exceeded normal precipitation levels. Table 2 summarizes the WETS precipitation data.

Table 2. Precipitation Data.

Date of Site Visit	Precipitation (inches)							
	Day of Site Visit ¹	2 Weeks Prior ¹	3 Months Prior			Deviation from Average	30% Below ¹	30% Above ¹
			Month	Average ¹	Actual ¹			
6/29	0.00	0.24	4/2022	2.57	5.41	+110%	1.70	3.09
			5/2022	2.40	4.06	+69%	1.44	2.91
			6/2022	1.65	3.22	+95%	1.04	1.99

¹Climatological data based on 1992-2022 data.

NATIONAL AND LOCAL WETLANDS INVENTORY

The National Wetlands Inventory (NWI) mapping indicates the presence of a riverine, lower perennial, unconsolidated bottom, permanently flooded, excavated (R2UBHx) riverine system onsite that is consistent with the location of Burnt Bridge Creek (Figure 5). Clark County Wetlands Inventory (CCWI) map indicates the presence of a wetland along the mapped floodway or floodway

fringe of Burt Bridge Creek and another in the central eastern portion near the eastern property boundary. Though ELS generally agrees with the mapping of the creek by NWI and CCWI, ELS' findings differed from NWI and CCWI maps, as one wetland was delineated in the central eastern portion of the site (Figure 2; NWI 2022).

CRITICAL AREAS SUMMARY

Wetland A

Wetland A is a Category III forested and scrub-shrub, depressional wetland totaling approximately 0.118 acres. The wetland/upland boundary is characterized by an obvious change in vegetation and in elevation. The wetland vegetation onsite is dominated by quaking aspen, Oregon ash, Nootka rose, slough sedge, curly dock, and reed canarygrass. Wetland hydrology likely comes from a shallow groundwater table, runoff, and precipitation. Hydroperiods include seasonally flooded and occasionally flooded. According to the *Washington State Wetland Rating System for Western Washington: 2014 Update* (Rating System); Wetland A is a Category III wetland with 18 points; scoring 7 points for water quality functions, 6 points for hydrologic functions, and 5 points for habitat functions. The wetland rating form can be found in Appendix B.

Wetland Buffers

Standard wetland buffers are based on wetland category and habitat function score from the Rating System in conjunction with the proposed land use intensity (*VMC 20.740.140(C)(1)(b)*). Wetland A is a Category III wetland with a low habitat score of 5. According to *VMC Table 20.740.140-5*, Category III wetlands with a low habitat score and a proposed high intensity land use are determined to have an 80-foot buffer.

Riparian Management Areas and Buffers

Burnt Bridge Creek is a perennial, Type F stream flowing along the northern border of the site. According to *VMC 20.740.110*, Type F waterbodies are defined as lakes, streams, and rivers that contain fish habitat. These waterbodies have a designated 100-foot RMA extending outward from the OHWM, and a 75-foot riparian buffer extending outward from the RMA, for low, moderate, or high intensity land-uses. Burnt Bridge Creek's RMA and RB onsite are primarily dominated by herbaceous vegetation with scattered trees and shrubs near the OHWM of the stream. The RMA and RB provide moderate to low functions of sediment trapping and vegetative protection from surrounding land uses.

Priority Habitat and Species

Oregon White Oak

In urban or urbanizing areas west of the Cascades, WDFW defines priority oak habitat as single oaks, or stands of pure oak, or oak/conifer associations, 1 acre or greater in size. WDFW may also consider individual Oregon white oak trees a priority habitat when found to be particularly valuable to wildlife (i.e., contains many cavities, has a large DBH, is used by priority species, or has a large canopy) (Larsen and Morgan 1998). WDFW recommendation is that in urban and urbanizing areas, single trees should be maintained if they are deemed important to species highly associated with Oregon white oak. As the project site is located within an urban area, individual oak trees are subject to regulation per *VMC 20.740.110*. Oaks and their associated floras comprise distinct woodland ecosystems with various plant communities providing valuable habitat that contributes to wildlife

diversity; Oak woodlands provide a mix of feeding, resting, and breeding habitat for many wildlife species (Larsen and Morgan 1998).

A total of five Oregon white oak trees measuring approximately 12 to 40 inches DBH were mapped throughout the project area during the ELS site visit (Figure 2). Oak locations and driplines were surveyed by PLS Engineering. The combined estimated dripline area of all five oaks is approximately 0.135 acres (5,899 sq. ft.). Table 3 summarizes onsite critical areas.

Table 3. Summary of Critical Areas Onsite.

Critical Area	Category¹/Cowardin²/ HGM³/ Type⁶	Size/Canopy Area	Buffer Width^{4,5}
Wetland A	III/Forested, Scrub-shrub/Depressional	0.118 acres (5,143 sq. ft.)	80 feet
Burnt Bridge Creek	Type F	N/A	175 feet (RMA and RB)
Oregon White Oaks (5)		0.135 acres (5,899 sq. ft.)	

¹Hruby 2014, ²Cowardin et al. 1979, ³NRCS 2008, ⁴VMC Table 20.740.140-5, ⁵VMC 20.740.140(C)(1)(b), ⁶VMC Table 20.740.110-1

FISH AND WILDLIFE HABITAT CONSERVATION AREAS REQUIREMENTS

According to VMC 20.740.110(B)(1), *A Critical Areas Report for a Riparian Management Area or Riparian Buffer shall include evaluation of the habitat functions using the Clark County Habitat Conservation Ordinance Riparian Habitat Field Rating Form or another habitat evaluation tool approved by the Washington Department of Fish and Wildlife.* The RMA and RB were assessed using best available science. The Riparian Habitat Field Rating Form was not necessary, as the area proposed for impact in the RB is nearly completely devoid of vegetation and has very low functional value to Burnt Bridge Creek.

The following are excerpts from the code listing the criteria required in italics, with a description of how the criteria will be met in regular font.

VMC 20.740.110(B)(1)(a):

In addition to the standards of (VMC 20.740.050(F)), where a mitigation plan is required as part of the Critical Areas Report for a fish and wildlife habitat conservation area that involves a water body, Riparian Management Area or Riparian Buffer, the monitoring program protocol shall include where relevant to the impacted functions:

- 1. Observations and measurements of riparian integrity and quality (buffer width, riparian corridor continuity or fragmentation, species diversity, stand age, plant survival rates)*

Observations and measurements of riparian integrity and quality are met through the proposed mitigation and monitoring plan detailed in the *Mitigation Plan* section of this report. Mitigation will fully compensate for RB impacts and Oregon white oak canopy loss associated with the development of the proposed subdivision. Approximately 1.526

acres (66,466 sq. ft.) of the RMA and RB onsite will be enhanced (Figure 4). The area is currently comprised of scattered trees, scrub-shrub, herbaceous species, and invasive blackberries. The enhancement area will be cleared of invasive species and planted with 6 Oregon white oak trees and 920 native shrubs, providing greater habitat diversity, refuge, and forage opportunities than currently exist, resulting in an overall lift in ecological function. The monitoring program protocol will include monitoring and maintenance of the enhancement area for a 5-year period with annual monitoring and reporting occurring in Years, 1, 2, 3, and 5 wherein:

- Invasive species will be removed or controlled
- Oregon white oaks and native shrubs will be installed
- Minimum plant survival rates in years 1 and 2 and percent aerial cover in years 3 and 5 will be monitored and documented.
- Dead plants will be replaced if the performance standard is not met
- Observations will be documented in an annual monitoring report
- Long term protection will be provided for the enhancement area via a conservation covenant with Clark County
- Permanent fencing and signage will be installed along the final RB buffer

2. *Large woody debris surveys*

No large woody debris surveys are proposed, as all proposed impacts are to the RB and not within the RMA or in Burnt Bridge Creek itself, therefore, this requirement is not applicable.

3. *Streamflow monitoring*

Streamflow monitoring should not be required as there will be no direct impacts to Burnt Bridge Creek associated with the proposed development.

4. *Water quality monitoring to detect pollution impacts*

Water quality monitoring to detect pollution impacts should not be required as there will be no direct impacts to Burnt Bridge Creek associated with the proposed development. The project was designed to limit impacts to the riparian buffer only, while still allowing for feasible use of the site. Additionally, installation of native vegetation will improve the stream buffer's ability to trap sediments and pollutants and protect the stream from the surrounding development.

5. *Biological monitoring (including fish surveys and benthic macroinvertebrate sampling)*

Biological monitoring should not be required as there will be no direct impacts to Burnt Bridge Creek associated with the proposed development.

VMC 20.740.110(C)(1):

a. *Development or clearing activities shall protect the functions of the Habitat Conservation Areas on the site. The activity shall result in no net loss of functions. Protection can be provided by avoiding (the preferred protection) or minimizing and mitigating as described in the general critical areas approval criteria (VMC 20.740.060). Functions include:*

1. *Providing habitat for breeding, rearing, foraging, protection and escape, migration, and over-wintering; and*

2. *Providing complexity of physical structure, supporting biological diversity, regulating stormwater runoff and infiltration, removing pollutants from water, and maintaining appropriate temperatures.*

Avoidance and minimization for unavoidable priority habitat impacts was taken into consideration during the project's design. Impacts to oaks and the RB were minimized to the greatest extent practicable:

- The proposed lot layout for the buildings has gone through several revisions to avoid oaks.
- Native vegetation removal will be avoided to the greatest extent possible.
- Construction BMPs will be utilized including:
 - installing orange construction fencing along the project area
 - installing silt fencing along the edge of the ground disturbance area,
 - applying native grass seed to temporarily disturbed areas, stabilizing work area entrances via installation of gravel, and
 - making a water truck available to prevent wind erosion and dust blowing during construction.
- Permanent fencing will be installed after construction along the RB buffer, and
- Signs will be posted on public and private properties at an interval of one per lot for single-family residential uses and installed at 50-foot intervals affixed to the fencing that will read, "The area beyond this sign is a fish and wildlife habitat conservation area. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information" according to VMC 20.740.110(C)(1)(d)(2).

Additionally, installation of native vegetation will improve the stream buffer's ability to trap sediments and pollutants, reduce stormwater surface flows, and protect the stream from the surrounding development. The enhancement will also create more habitat interspersed adjacent to Burnt Bridge Creek, making it more valuable to a greater variety of animal species and providing higher levels of screening from the proposed and existing development.

b. *An applicant shall replace any lost functions preferably by restoring or if not, then by enhancing other habitat functions, so long as the applicant demonstrates that enhancement of the other functions provides no net loss in overall functions and maintains habitat connectivity. An example of unavoidable loss of function would be interruption of a travel corridor in a Riparian Management Area or Buffer. To the maximum extent feasible, enhancement shall be undertaken on-site.*

Habitat functions will be enhanced onsite via installation of native vegetation to the RMA and RB to improve the stream buffer's ability to trap sediments and pollutants, reduce stormwater surface flows, and protect the stream from the surrounding development. Though the existing sanitary sewer easement bisects the RMA from east to west, it does not functionally isolate or interrupt the connectivity of the RMA, therefore, enhancement on either side of the easement will allow for habitat interspersed adjacent to Burnt Bridge Creek, making it more valuable to a greater variety of animal species and providing higher levels of screening from the proposed and existing development.

c. *If development or clearing activity is within a Priority Habitat and Species area the applicant shall follow Washington Department of Fish and Wildlife Management Guidelines, Management Recommendations or other standards approved by the Washington Department of Fish and Wildlife. Where there are no guidelines, recommendations or other standards, development or clearing may occur provided that:*

- 1. The development or clearing results in no net loss of habitat function on the site; and*
- 2. Functionally significant habitat, defined as habitat that cannot be replaced or restored within 20 years, shall be preserved.*

The area is currently comprised of scattered trees, scrub-shrub, herbaceous species, and invasive blackberries. The enhancement area will be cleared of invasive species and planted with 6 Oregon white oak trees and 920 native shrubs, providing greater habitat diversity, refuge, and forage opportunities than currently exist. The proposed species were selected due to being observed elsewhere onsite and appearing healthy, therefore environmental conditions onsite are likely ideal. The enhancement will create more habitat interspersed adjacent to Burnt Bridge Creek, making it more valuable to a greater variety of animal species and providing higher levels of screening from the proposed and existing development. Additionally, functionally significant habitat, such as oaks, will not be removed from the RMA or RB.

d. *Signs for Fish and Wildlife Conservation Areas*

- 1. Temporary markers. The location of the outer perimeter of the fish and wildlife habitat conservation area shall be marked in the field, and such marking shall be approved by the planning official prior to the commencement of permitted activities. Such field markings shall be maintained throughout the duration of the permit.*

The outer perimeter of the fish and wildlife habitat conservation area adjacent to the proposed construction will be staked or flagged throughout the duration of the permit.

- 2. Permanent signs. Permanent signs shall be posted on public and private properties at an interval of one per lot for single family residential uses or at a maximum interval of 200 feet or as otherwise determined by the planning official, and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the planning official: "The area beyond this sign is a fish and wildlife habitat conservation area. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information."*

Permanent fencing will be installed after construction along the RB buffer, and signs will be posted on public and private properties at an interval of one per lot for single-family residential uses or installed at 50-foot intervals, whichever more frequent, affixed to the fencing that will read, "The area beyond this sign is a fish and wildlife habitat conservation area. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information"

VMC 20.740.110(C)(2)(a):

Riparian Buffer. Development or clearing activity may occur in the Riparian Buffer, providing that:

- 1. The planned mitigation results in no net loss of riparian habitat functions on the site, and*

2. *Functionally significant habitat, defined as habitat that cannot be replaced or restored within 20 years, shall be preserved unless the activity meets the conditions of VMC 20.740.110(C)(2)(b). An example of habitat that cannot be replaced within 20 years would be a stand of mature trees or a peat bog.*

The planned mitigation results in no net loss of riparian habitat functions on the site. The RB and RMA are both currently low functioning and comprised of scattered trees, scrub-shrub, herbaceous species, and invasive blackberries. The enhancement area will be cleared of invasive species and planted with 6 Oregon white oak trees and 920 native shrubs, providing greater habitat diversity, refuge, and forage opportunities than currently exist. The proposed species were selected due to being observed elsewhere onsite and appearing healthy, therefore environmental conditions onsite are likely ideal. Additionally, all functionally significant habitat will be preserved. No Oregon white oaks will be removed from the RMA or RB.

WETLAND BUFFER REDUCTION

Wetland Buffer Reduction

According to VMC 20.740.140 (C)(1)(b)(iii)(B), wetland buffers recommended for high impact land uses may be reduced to those for moderate impacts if certain criteria are met. As allowed by VMC, the applicant is proposing to reduce the standard buffer width of Wetland A, onsite, from the high intensity land use width of 80 feet to the moderate land use intensity width of 60 feet, as listed in VMC Table 20.740.140-7 (Figure 3). The following is an excerpt from the code listing the criteria required to authorize buffer reduction in italics with a description of how the criteria will be met in regular font.

VMC 20.740.140 (C)(1)(b)(iii):

Buffer Width Reduction Based on Reducing the Intensity of Impacts from Land Uses. Buffer widths required for high intensity land uses may be reduced to those required for moderate land use intensity under the following conditions:

B. For wetlands with low habitat function measures to minimize the impacts of different land uses on wetlands (subsection (C)(1)(b)(iii)(A)(2) of this section) are applied.

Wetland A scored 5 points for habitat function; therefore, this buffer reduction is applicable. This project will meet the standards to minimize land use impacts detailed in subsection (C)(1)(b)(iii)(A)(2) and contained in VMC Table 20.740.140-7 by:

- *Directing lights away from the wetland*
Streetlights will be directed down and away from the wetland.
- *Locate activity that generates noise away from the wetland*
Noise will not be generated above current ambient background levels as the wetland is located adjacent to high residential densities and I-205 traffic.
- *Route all new untreated runoff away from wetland. Establish covenants limiting use of toxic chemicals within 150' of wetland. Apply integrated pest management.*
Road runoff will be collected and directed to the onsite stormwater facility for detention and treatment. No runoff will be directed to the wetland. No

residential lots are proposed next to the wetland, therefore covenants and integrated pest management shouldn't be required. The final outer buffer will be protected via fencing and signage to prevent human and pet disturbance of the wetland.

- *Infiltrate or treat, detain, and disperse new runoff into buffer*

Road runoff will be collected and directed to the onsite stormwater facility for detention and treatment. No runoff will be directed to the wetland. No residential lots are proposed next to the wetland therefore, no new runoff is able to disperse into the buffer. Runoff from the surrounding uplands is not Wetland A's main source of hydrology and the groundwater table will continue to support wetland hydrology. All indirect wetland impacts due to insufficient buffer width will be compensated for via appropriate mitigation. Refer to the *Bank Use Plan* for indirect wetland impact mitigation details (ELS 2022).

- *Plant dense vegetation around buffer, such as rose or hawthorn*

Due to the proposed development adjacent to the wetland and buffer consisting of public sidewalks permanent fencing instead of dense vegetation is proposed to protect the wetland and buffer from human and pet disturbance. Additionally, signage that reads "The area beyond this sign is a wetland or wetland buffer. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information" will be placed every 50 feet along the permanent fencing.

- *Utilize best management practices to control dust*

A water truck will be made available to prevent wind erosion and dust blowing during construction.

AVOIDANCE AND MINIMIZATION

This plan describes a series of measures that will be implemented to avoid, minimize, and compensate for impacts to wetland A, RB impacts, as well as the removal of one mature Oregon white oak. Allowed uses and activities within RB per VMC discussed in the *Mitigation Plan* section of this report include:

- Indirect impacts to Wetland A will be satisfied by purchasing bank credits at Terrace Mitigation Bank, please refer to *Kevanna Park Meadows Bank Use Plan* (ELS 2022).
- Impacts to oaks and the RB are avoided and minimized to the greatest extent practicable.
- RB and Oak impacts will be compensated for through onsite RMA and RB enhancement described in the *Mitigation Plan* section.

Avoidance Measures

Avoiding impacts to critical areas and priority habitat were the primary consideration during the project's design. Impacts to the RB, one oak, and Wetland A's buffer could not be avoided in order to accommodate the proposed development of 35 residential lots and the required road construction and alignment per the City of Vancouver. The proposed lot layout for the buildings has gone through several revisions to avoid oak, RMA, and direct wetland impacts. All impacts that could not be

avoided during the design process can be fully compensated to result in no net loss of ecological function

Minimization Measures

In addition to the avoidance measures made possible by the preliminary lot redesign, the following minimization measures will further reduce impacts to the wetland, oaks, and RB, and minimize habitat disruption beyond the extent required to undertake the proposal. The minimization measures are as follows:

- Install temporary construction fencing as needed around the mitigation and construction areas.
- Install permanent fencing between the proposed lots along the RB and between the sidewalk and the wetland buffer.
- Grading to occur during the dry season to minimize surface runoff.
- Best management practices, including, applying native grass seed to temporarily disturbed areas, stabilizing work area entrances via installation of gravel, and making a water truck available to prevent wind erosion and dust blowing during construction.
- Buffer reduction techniques have been implemented to minimize indirect impacts to Wetland A.
- Road runoff associated with the proposed road construction will be routed to the proposed stormwater facility onsite.
- Permanent fencing will be installed after construction along Wetland A's buffer, and signs will be installed at 50-foot intervals affixed to the fencing that will read, "The area beyond this sign is a wetland or wetland buffer. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information" according to *VMC 20.740.140(C)(1)(c)(iv)*.
- Permanent fencing will be installed after construction along the RB buffer, and signs will be posted on public and private properties at an interval of one per lot for single-family residential uses and installed at 50-foot intervals affixed to the fencing that will read, "The area beyond this sign is a fish and wildlife habitat conservation area. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information" according to *VMC 20.740.110(C)(1)(d)(2)*.

Compensation Measures

Wetland Buffer Reduction and Indirect Wetland Impacts – The land use intensity will be reduced from high to moderate through site design measures, translating to a buffer reduction from 80 feet down to 60 feet per *VMC 20.740.140 (C)(1)(b)(iii)(B)*. Indirect impacts to Wetland A will be mitigated through bank credit purchase at Terrace Mitigation Bank, see *Kevanna Park Meadows Bank Use Plan* (ELS 2022).

RMA and RB Enhancement - In accordance with *VMC 20.740.110(C)(2)*, 1.526 acres (66,466 square feet) of the RMA and RB within the vicinity of the impact will be enhanced with native shrub species, Oregon white oaks, and invasive species removal, for an overall enhancement ratio of 1.94:1. (Figure 4).

UNAVOIDABLE IMPACTS

The installation of NE 46th Avenue will result in 0.106 acres (4,625 sq. ft.) of indirect wetland impacts to Wetland A due to insufficient buffer width (Figure 3). All indirect wetland impacts will be compensated for via credit purchase at the Terrace Mitigation Bank (See *Kevanna Park Meadows Bank Use Plan*, ELS 2022).

As designed, the proposed residential development and installation of NE 46th Avenue will result in unavoidable impacts to one Oregon white oak and the riparian buffer of Burnt Bridge Creek. This will result in a total of 0.028 acres (1,216 sq. ft.) of oak canopy removal and 0.760 acres (33,098 sq. ft.) of RB impacts. Table 4 summarizes proposed critical area impacts.

Table 4. Summary of Critical Area Impacts.

Impact Area	Category ¹ / Cowardin Class ² / HGM Class ³ /Type ⁴	Impact Type	Impact Amount
Wetland A Buffer	III/Forested, Scrub-shrub/Depressional	Indirect/ Road Construction	0.106 acres (4,625 sq. ft.)
Burnt Bridge Creek RB (Type F)	Type F	Buffer/ Lot Construction	0.760 acres (33,098 sq. ft.)
Oregon White Oak Canopy	N/A	Removal/ Road Construction	0.028 acres (1,216 sq. ft.)

¹Hruby 2004, ²Cowardin et al. 1979, ³NRCS 2008, ⁴VMC Table 20.740.110-1

MITIGATION PLAN

Burnt Bridge Creek Riparian Management Area and Riparian Buffer

Approximately 0.760 acres (33,098 sq. ft.) of the Burnt Bridge Creek RB will be impacted by the proposed subdivision (Figure 3). In accordance with VMC 20.740.110(C)(2), 1.526 acres (66,466 square feet) of the RMA and RB within the vicinity of the impact will be enhanced with native shrub species, Oregon white oaks, and invasive species removal, for an overall enhancement ratio of 1.94:1. Most of the impacted RMA and RB currently consist of mowed grasses and the proposed enhancement will result in a net gain of ecological functions. Installation of native vegetation will improve the stream buffer's ability to trap sediments and pollutants, reduce stormwater surface flows, and protect the stream from the surrounding development. The enhancement will also create more habitat interspersed adjacent to Burnt Bridge Creek, making it more valuable to a greater variety of animal species and providing higher levels of screening from the proposed and existing development.

Table 5. Summary of Proposed RMA and RB Mitigation.

Critical Areas	Proposed Impact	Impact Amount	Ratio	Enhancement Amount	Mitigation Activities
RMA			1.94:1	1.196 acres (52,073sq. ft.)	- Remove invasive species - Plant native shrubs - Monitor planted shrubs for 5 years
RB	Buffer/ Lot Construction	0.760 acres (33,098 sq. ft.)		0.330 acres (14,393 sq. ft.)	
Total				1.526 acres (66,466 sq. ft.)	

Table 6. Summary of Oak Impacts and Proposed Mitigation

Impact Amount	Ratio	Oak Size	LSER ¹	Amount	Enhancement Amount	Mitigation Activities
Oregon White Oak Canopy Loss 0.028 acres (1,216 sq. ft.)	6:1	Bare Root/Gallon	N/A	33	*0.167 acres (7,296 sq. ft.)	- Remove invasive species - Plant 6, 2" caliper oaks, depending on availability, in the RMA or RB - Monitor planted oaks for 5 years
		1" Caliper	1:3	11		
		1.5" Caliper	1:4	9		
		2" Caliper	1:6	6		

¹The large stem equivalency ratios are from Brent Davis at Clark County. The ratios indicate how many large stem stock need to be installed in comparison to small stock. For example, the 1:3 ratio for 1" caliper oaks translates to one 1" caliper oak for every 3 bare root plantings. *Oregon white oak canopy enhancement total is not included in the total enhancement area as enhancement will occur in the RMA and RB.

Goals, Objectives, and Performance Standards

The goal of this mitigation plan is to fully compensate for RB impacts and Oregon white oak canopy loss associated with the development of the proposed subdivision. The applicant proposes to enhance approximately 1.526 acres (66,466 sq. ft.) of the RMA and RB onsite (Figure 4). This area is currently comprised of scattered trees, scrub-shrub, herbaceous species, and invasive blackberries. The enhancement area will be cleared of invasive species and planted with 6 Oregon white oak trees and 920 native shrubs, providing greater habitat diversity, refuge, and forage opportunities than currently exist. To accomplish this goal, the following objectives and performance standards are appropriate to ensure the success of the enhancement area.

Vegetation

*Objective 1. Enhance a minimum of 1.526 acres of RMA and RB by thoroughly investigating for and removing or controlling the growth of invasive species through cutting or spraying, including, but not limited to, reed canarygrass (*Phalaris arundinacea*), Canada thistle (*Cirsium arvense*), scotch broom (*Cytisus scoparius*), evergreen blackberry (*Rubus laciniatus*) and Himalayan blackberry (*Rubus armeniacus*).*

Performance Standard 1a: Remove or control existing invasive species from at least 1.526 acres in the RMA and RB enhancement area. Document the removal of invasive plants within the enhancement areas in the as-built report.

Performance Standard 1b: In all years, invasive plant species will not exceed 10 percent aerial cover within the RMA and RB enhancement area. Percent cover of invasive species will be documented in annual monitoring reports.

Objective 2. Enhance a minimum of 1.526 acres of the existing RMA and RB plant community by planting Oregon white oak trees and native shrubs within the RMA and RB enhancement area.

Performance Standard 2a: Oregon white oaks and native shrubs will be installed at spacing intervals of 15-foot and 6-foot centers, respectively.

Performance Standard 2b: In Year 1, planted species will achieve 100 percent survival. If dead plants are replaced, this performance standard will be met. Document in annual monitoring report.

Performance Standard 2c: In Year 2, planted species will achieve 95 percent survival. If dead plants are replaced, this performance standard will be met. Document in annual monitoring report.

Performance Standard 2d: In Year 3, planted oaks will have a minimum 15 percent aerial cover, and a minimum 25 percent aerial cover by native shrubs. Dead plants will be replaced if this performance standard is not met. Document in annual monitoring report.

Performance Standard 2e: In Year 5, planted oaks will have a minimum 25 percent aerial cover, and a minimum 35 percent aerial cover by native shrubs. Dead plants will be replaced if this performance standard is not met. Document in annual monitoring report.

Protection

Objective 3. Provide long-term protection for the enhancement area.

Performance Standard 3a: Record a conservation covenant with Clark County protecting the enhancement area in perpetuity. This performance standard will be met when the conservation covenant is recorded at the County and a copy will be provided in the as-built report.

Performance Standard 3b: Permanent fencing will be installed along the final RB buffer and along the wetland buffer. This performance standard will be met when fencing is reported to be in place in the final monitoring report.

Performance Standard 3c: RB buffer signs reading, “The area beyond this sign is a fish and wildlife habitat conservation area. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information.” will be posted every 50 feet along the fencing and will remain in legible condition. They will be replaced if they become missing or illegible. This performance standard will be met when signs are reported to be in place in the final monitoring report.

Planting Plan

Site Specifications

1. Stake or flag the RMA and RB boundaries.
2. Stake or flag the enhancement area boundaries.
3. Install silt fencing at the edge of disturbance.
4. Remove invasive species.
5. Install native plantings according to plant specifications.
6. Install native plantings with tree protection tubes.
7. Install fencing and signage.
8. Remove silt fencing once bare area has been stabilized.

Planting Implementation

1. Plant the specified trees and shrubs in the fall (October-November) or early spring (February-March) at the intervals listed in Table 4. Space the plants somewhat irregularly and in groups to create heterogeneity in the density and appearance of the enhancement areas. Plant the 1-gallon potted stock with a tree shovel or comparable tool.
2. Remove the plant from the pot and work the roots free from majority of potted soil.
3. Place the potted plant species in the planting holes so that their roots can extend down entirely and do not bend upward or circle inside the hole (no “J” or “U” roots).
4. Position the root crowns so that they are at or slightly above the level of the surrounding soil.
5. Compact the soil around the planted species to eliminate air spaces.
6. Irrigate all newly installed plants as site and weather conditions warrant.

Gallon Stock

1. 1-gallon potted species will be purchased from a native plant nursery.
2. 1-gallon potted plants will be a minimum size of 18- to 36-inches tall.
3. 1-gallon potted stock will be kept cool and moist prior to being planted.
4. 1-gallon potted stock will have well-developed roots and sturdy stems, with an appropriate root-to-shoot ratio.
5. Unplanted potted stock will be properly stored at the end of each day.
6. The environmental consultant will be responsible for inspecting potted plant stock prior to and during planting, culling unacceptable plant materials.

Bare-Root Stock

1. Bare-root species will be purchased from a native plant nursery.
2. Plants will be protected until installation by being refrigerated, covered with damp burlap, and placed in moist sand, peat, or other method of keeping the roots cool and moist.
3. Plants will have well-developed roots and sturdy stems, with an appropriate root-to-shoot ratio.
4. No damaged or desiccated roots or diseased plants will be accepted. In particular, bare-root trees must not have damaged or “J-rooted” taproots.
5. All bare-root stock must be kept cool and moist prior to installation.
6. Unused bare-root stock must be properly stored at the end of each planting day to prevent the roots from desiccating.
7. The planter will be responsible for inspecting the bare root stock prior to and during planting; unacceptable plant materials will not be planted.

Planting Specifications

The enhancement area will be cleared of invasive species by hand, mechanically, or through herbicide application, and then planted with 6 Oregon white oak trees and 920 native shrubs, providing greater habitat diversity, refuge, and forage opportunities than currently exist. Mitigation plantings will be installed in the late fall to early spring when the site conditions are wettest, and the plants are dormant. Additionally, plants will be installed in mono-specific groups to better mimic the natural environment and enhance plant survival. The proposed species were selected due to being observed elsewhere onsite and appearing healthy, therefore environmental conditions onsite are likely ideal. Mitigation plantings will be installed with tree protection tubes surrounded by mulch to discourage herbivory and further increase the survivability of planted tree and shrub species. The table below summarizes the plant species, spacing, and quantities for the wetland enhancement area. Figure 4 details the enhancement area and plant spacing.

Table 7. Plant Specifications for RMA & RB Enhancement Area.

Common Name	Scientific Name and FAC Status	Stock	Spacing (feet)	Quantity
Trees				
Oregon white oak	Quercus garryana (FACU)	2” caliper	15 feet	6
Total Trees				6
Shrubs				
Common snowberry	Symphoricarpos albus (FACU)	Bare-root	6 feet	230
Nootka rose	Rosa nutkana (FAC)			230
Black hawthorn	Crataegus douglasii (FAC)			230
Thimbleberry	Rubus parviflorus (FACU)			230
Total Shrubs				920
Total				926

Monitoring, Maintenance, and Contingency Measures

Monitoring and maintenance of the enhancement area will occur for a 5-year period with annual monitoring and reporting occurring in Years, 1, 2, 3, and 5. Monitoring will be conducted by the applicant unless otherwise assigned. A minimum of 4 permanent monitoring plots, demarcated by metal t-posts, will be established in the RB and RMA enhancement areas. Plants will be counted and assessed for health during each monitoring visit. Additionally, at least three photo stations will be established, one at each monitoring plot to photo-document vegetation establishment. Photo station location and the direction in which the picture is taken will also be recorded on the as-built.

The goal of monitoring will be to determine if the previously stated performance standards are met. Monitoring reports will be submitted to the County by December 31st of each monitoring year. At minimum, the following items will be included in the report:

- Location map and as-built drawing, including any changes.
- Historic description of project, including dates of plant installation, current year of monitoring, and remedial actions taken (if any).
- Description of monitoring methods.

- Documentation of vegetative performance standards and overall development of plant communities.
- Assessment of invasive plant species and recommendations for management.
- Photographs from established photopoints.
- Observations of wildlife, including, amphibians, invertebrates, reptiles, birds, and mammals. If photographs are taken, they will be included.
- Summary of maintenance and contingency measures completed for the past year and proposed for the next year.

Vegetation

Monitoring will occur annually during the growing season, preferably during the same two-week period to better compare data. The following information will be gathered within the established monitoring plots:

- Percent survival of woody species in Years 1, 2, 3, and 5.
- Percent cover of non-native, invasive species in all monitoring years
- General health of plants in the monitoring plot, noting specific problems and potential causes.
- Photographic documentation of vegetative changes over time from established photopoints

Overall vegetative conditions outside monitoring plots will also be observed and discussed in the monitoring reports.

Maintenance

Maintenance will occur during the growing season and will include the following:

- Irrigating planting areas every other week or as needed in the dry season for the first three years. Taper watering in Years 2 and 3, watering approximately every 3 to 4 weeks in the dry season, or as needed.
- Remove competing herbaceous species at least three times yearly within a 3-foot radius of planted trees and shrubs and re-apply mulch as needed.
- Weed-eat, spray, or mow invasive species as needed during the growing season.
- Replace dead or failed plants as described for the original installation to meet the minimum performance standards.

Contingency Plan

If the performance criteria are not met, steps will be taken to correct the situation in a timely manner. The following steps will be implemented when an area is identified as failing or potentially failing:

- Identify the cause(s) of the failure or potential failure.
- Identify the extent of the failure or potential failure.
- Implement corrective actions such as irrigating, fertilizing, and replanting.
- Document the activities and include this data in the monitoring reports.
- If a routine corrective action will not correct the problem, immediately consult with the appropriate agencies.
- Evaluate recommendations from resource agency staff and implement recommendations in a timely manner.

Funding for corrective actions will be the responsibility of the applicant.

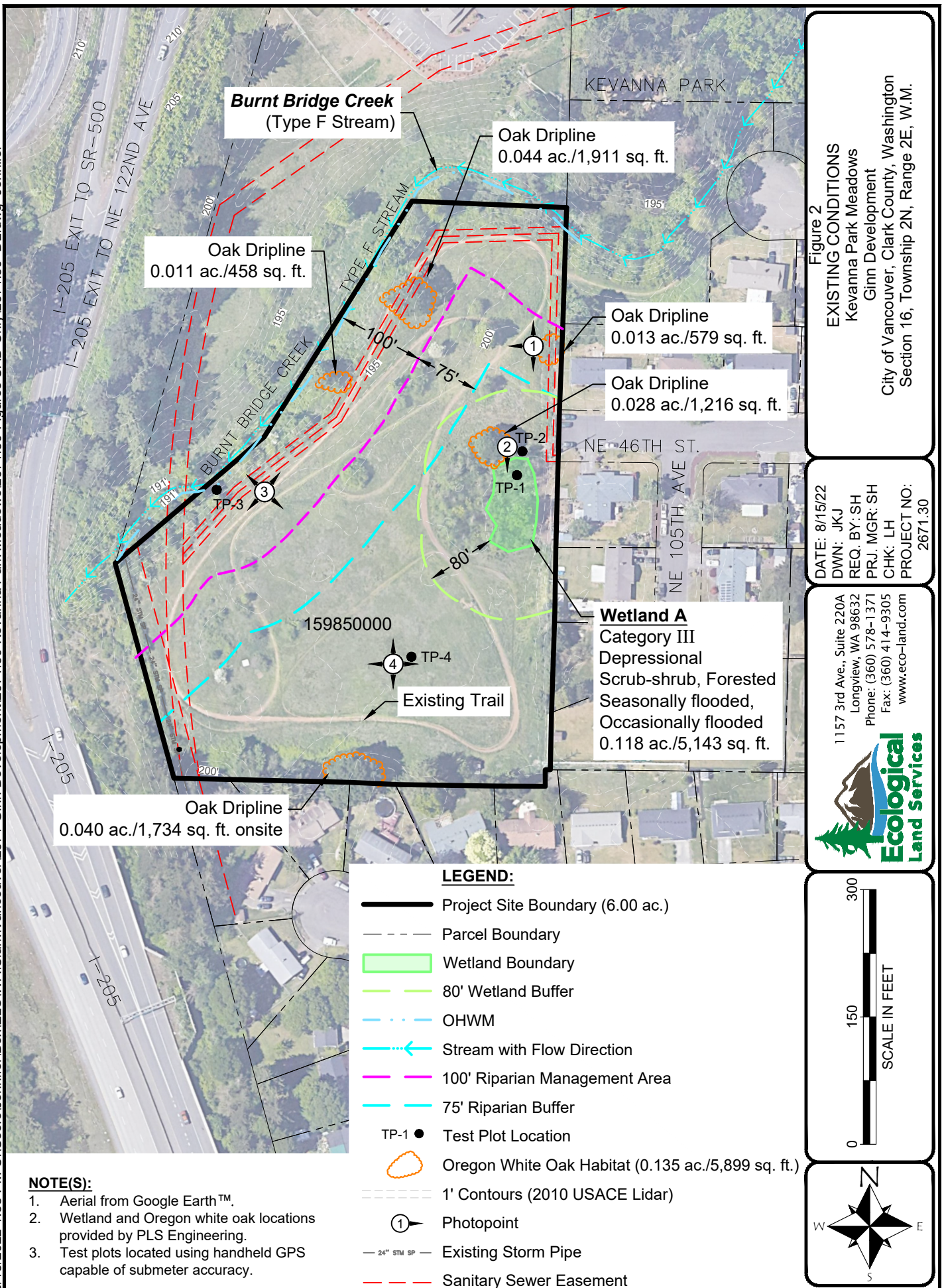
LIMITATIONS

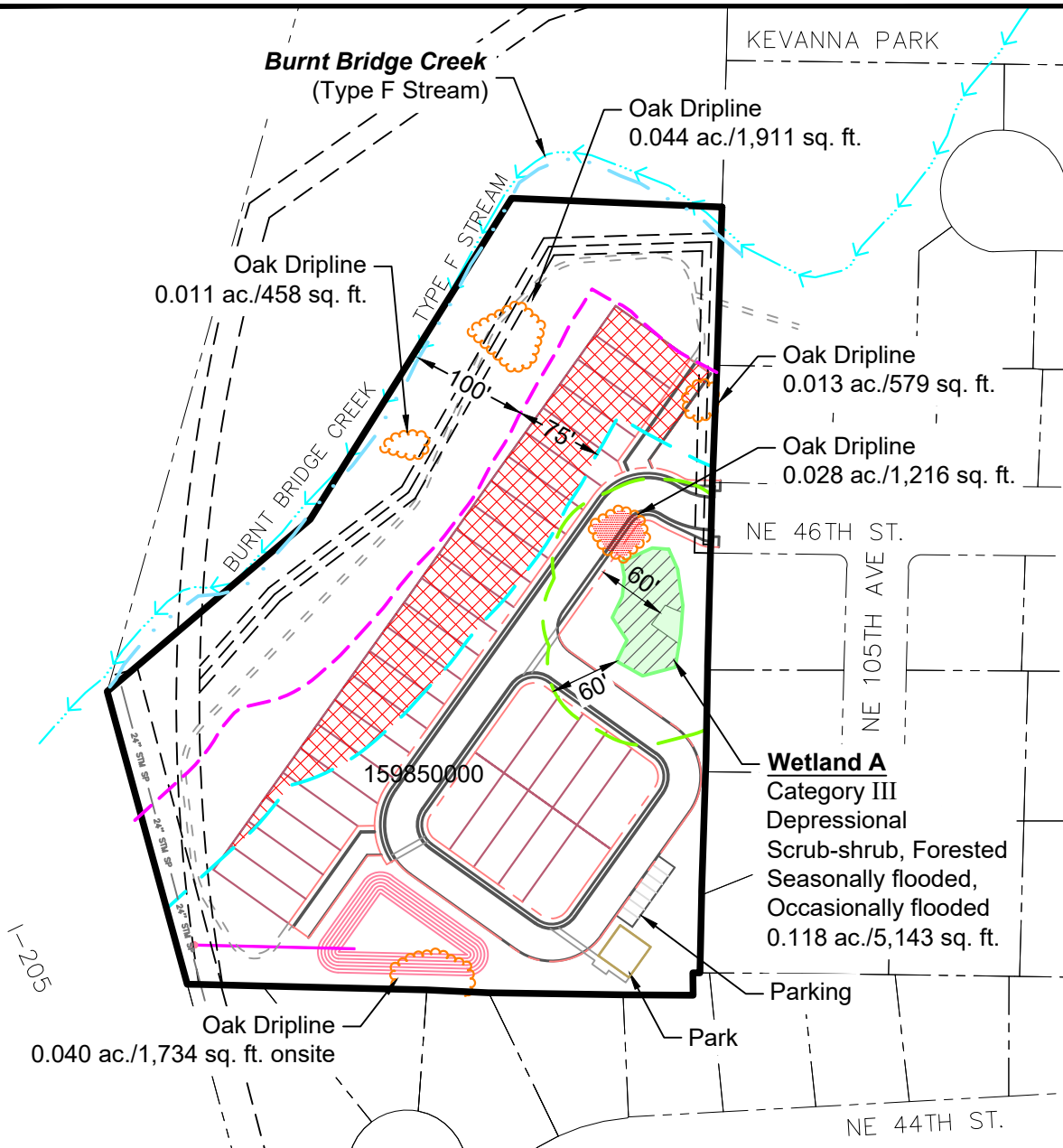
ELS bases the above listed determinations and conclusions on standard scientific methodology and best professional judgment. In our opinion, local, state, and federal regulatory agencies should agree with the conclusions of this report. However, this should be considered a preliminary report and should be used at your own risk until it has been reviewed and approved in writing by the appropriate regulatory agencies.

REFERENCES

- City of Vancouver. 2021. *Vancouver Municipal Code (VMC)*, Chapter 20.740.110 *Fish and Wildlife Habitat Conservation Areas*. Vancouver, Washington.
- City of Vancouver. 2021. *Vancouver Municipal Code (VMC)*, Chapter 20.740.140 *Wetlands*. Vancouver, Washington.
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- Environmental Laboratory. 1987. *Corps of Engineers Wetlands Delineation Manual*, Technical Report Y-87-1. U.S. Army Corps of Engineer Waterways Experiment Station, Vicksburg, Mississippi.
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- Natural Resource Conservation Service (NRCS). 2008. *Hydrogeomorphic Wetland Classification System: An Overview and Modification to Better Meet the Needs of the Natural Resources Conservation Service*. United States Department of Agriculture Technical Note, #190-8-76.
- Natural Resources Conservation Service (NRCS). 2022. Web Soil Survey. Available at: <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>. Accessed July 2022.
- U.S. Army Corps of Engineers (USACE). 2010. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0)*, ed. J.S. Wakeley, R.W. Lichvar, and C.V. Noble. ERDC/EL TR-08-13. Vicksburg, MS: U.S. Army Engineer Research and Development Center.
- U.S. Fish & Wildlife Service (USFWS). 2022. National Wetlands Inventory. Online document <https://www.fws.gov/wetlands/data/mapper.html>. Accessed July 2022.

FIGURES AND PHOTOPLATES





LEGEND:

- Project Site Boundary (6.00 ac.)
- Parcel Boundary
- Wetland Boundary
- 60' Reduced Wetland Buffer
- OHWM
- Stream with Flow Direction
- 100' Riparian Management Area
- 75' Riparian Buffer
- Oregon White Oak Habitat
(0.135 ac./5,899 sq. ft.)
- 24" STM SP Existing Storm Pipe
- Sanitary Sewer Easement

LEGEND (cont.):

- Proposed Lots
- Proposed Trail
- Proposed Road ROW
- Proposed Sidewalk
- Proposed Playground
- Proposed Storm Pond
- Proposed Storm Pond Outfall Pipe
- Riparian Buffer Impact (0.760 ac./33,098 sq. ft.)
- Oak Dripline Impact (0.028 ac./1,216 sq. ft.)
- Indirect Wetland Impact (0.106 ac./4,625 sq. ft.)
(See Bank Use Plan for mitigation details)

NOTE(S):

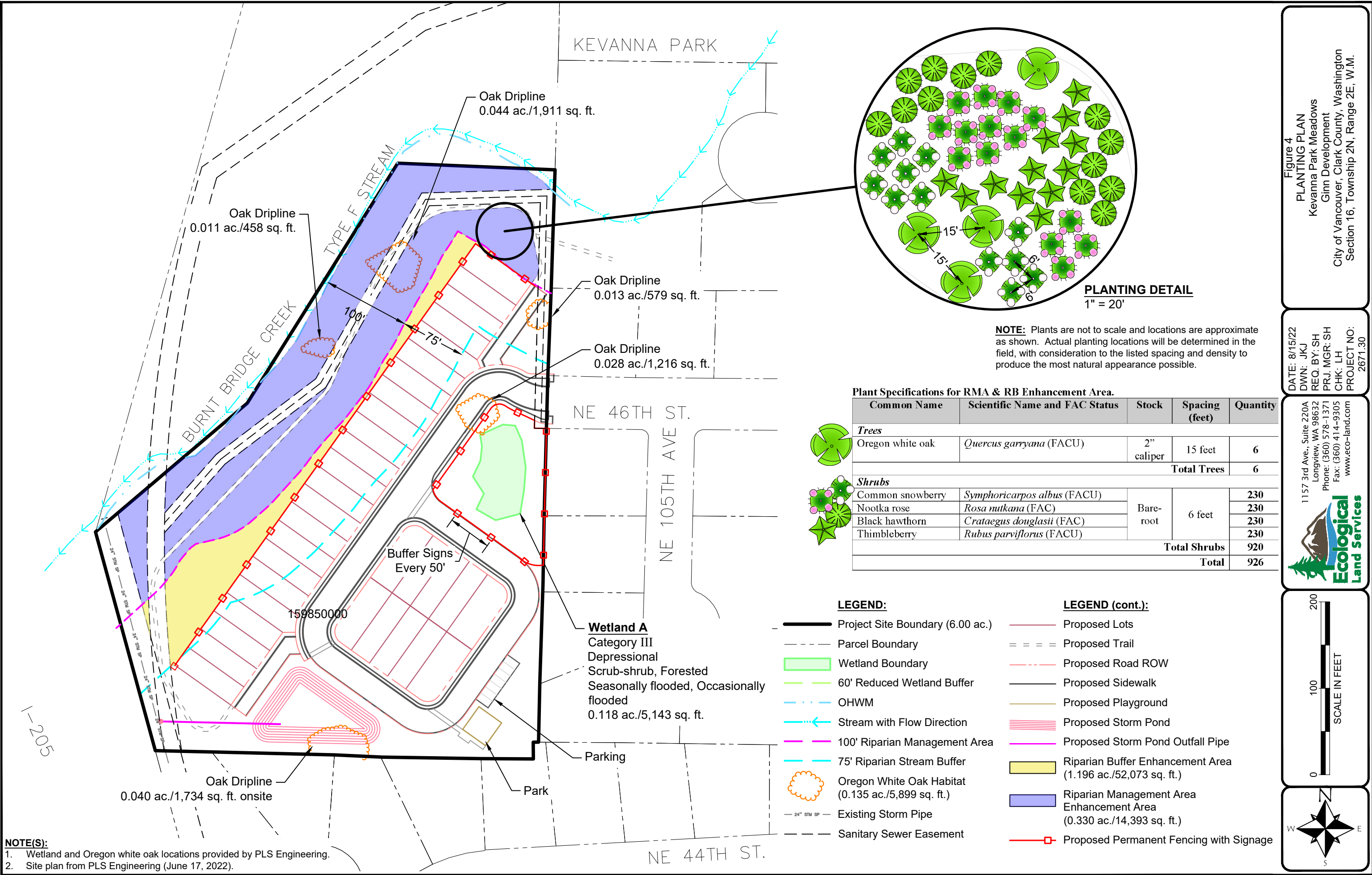
1. Wetland and Oregon white oak locations provided by PLS Engineering.
2. Test plots located using handheld GPS capable of submeter accuracy.
3. Site plan from PLS Engineering (June 17, 2022).

Figure 3
PROPOSED CONDITIONS
Kevanna Park Meadows
Ginn Development
City of Vancouver, Clark County, Washington
Section 16, Township 2N, Range 2E, W.M.

DATE: 8/15/22
DWN: JKJ
REQ. BY: SH
PRJ. MGR: SH
CHK: LH
PROJECT NO: 2671.30

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300
150
0
SCALE IN FEET



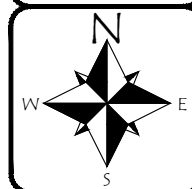


LEGEND:

- Project Site Boundary
- NRCS Soil Boundary
- LgB** Lauren gravelly loam, 0 to 8 percent slopes. Not hydric.

NOTE(S):

1. Map provided on-line by NRCS at web address:
<http://websoilsurvey.nrcs.usda.gov/app/>



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Figure 5
NRCS SOIL SURVEY
Kevanna Park Meadows
Ginn Development
City of Vancouver, Clark County, Washington
Section 16, Township 2N, Range 2E, W.M.



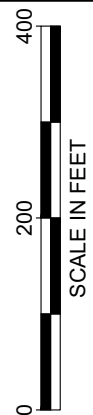
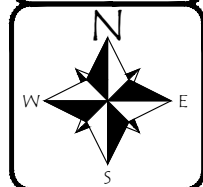
LEGEND:

- Project Site Boundary
- Wetlands**
- Riverine

R2UBHx Riverine, lower perennial, unconsolidated bottom, excavated.

NOTE(S):

1. Map provided on-line by US Fish & Wildlife Service at web address:
<https://www.fws.gov/program/national-wetlands-inventory/wetlands-mapper>



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Figure 6
USFWS NATIONAL WETLANDS INVENTORY
Kevanna Park Meadows
Ginn Development
City of Vancouver, Clark County, Washington
Section 16, Township 2N, Range 2E, W.M.

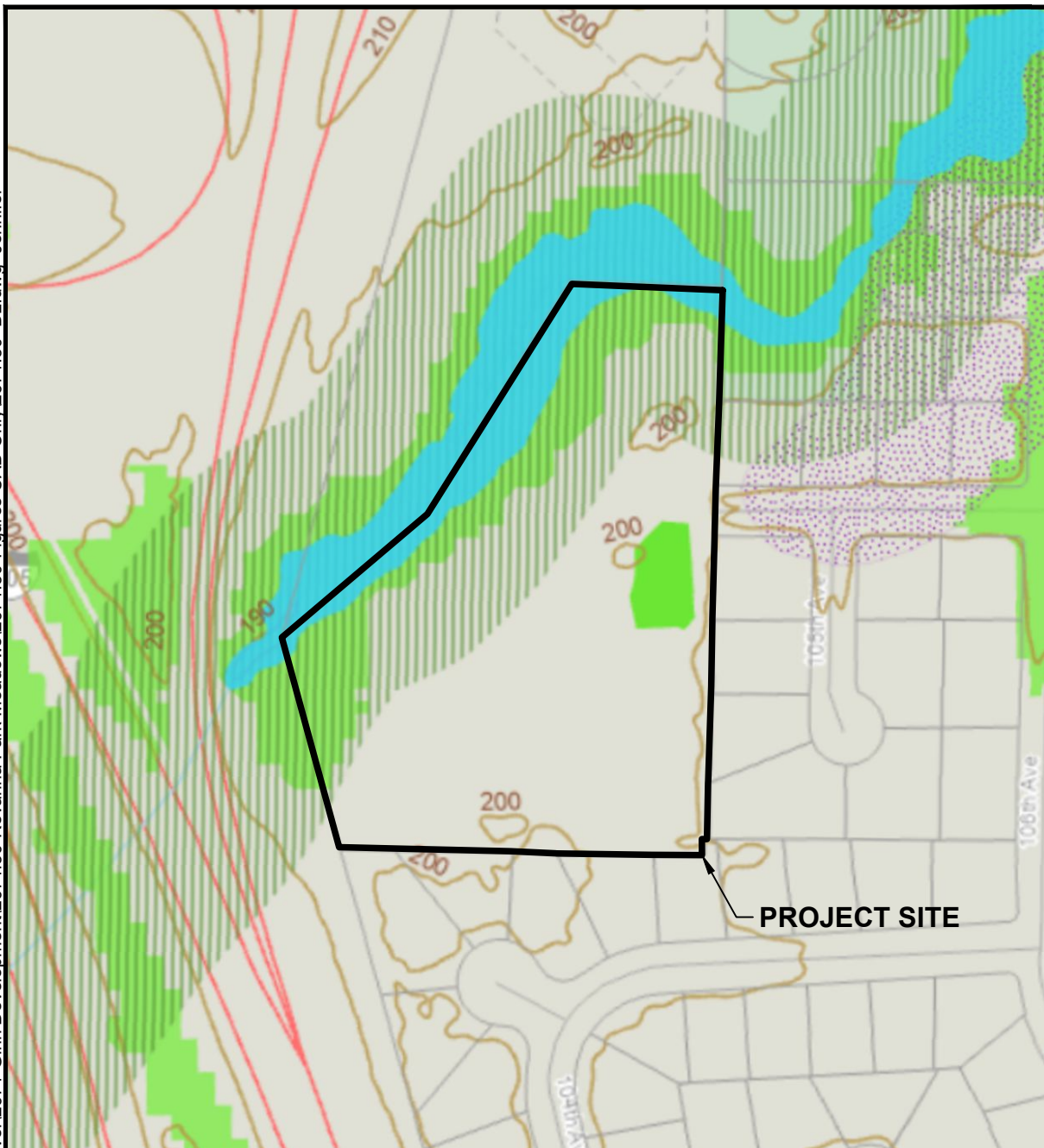


Figure 7
CLARK COUNTY CRITICAL AREAS
 Kevanna Park Meadows
 Ginn Development
 City of Vancouver, Clark County, Washington
 Section 16, Township 2N, Range 2E, W.M.

DATE: 8/15/22
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Ecological Land Services

LEGEND:

— Project Site Boundary

Environmental

Priority Habitats and Species Group

Riparian Habitat

▨ Riparian Habitat Area

Slopes and Geologic Hazards Group

Contour Lines

— Contour Lines - 10 ft

Soils and Wetlands Inventory

▨ Hydric Soils

▨ Potential Wetlands Presence

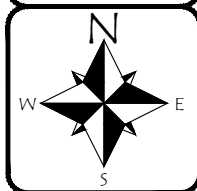
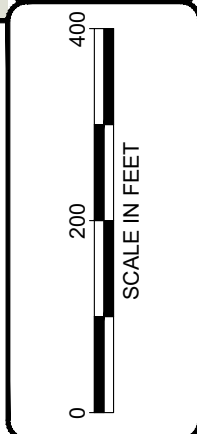
▨ Permitted Wetland

Environmental Constraints

▨ Floodway or Floodway Fringe

NOTE(S):

1. Map provided on-line by Clark County at web address: <https://gis.clark.wa.gov/maponline/index.cfm?site=Environmental>



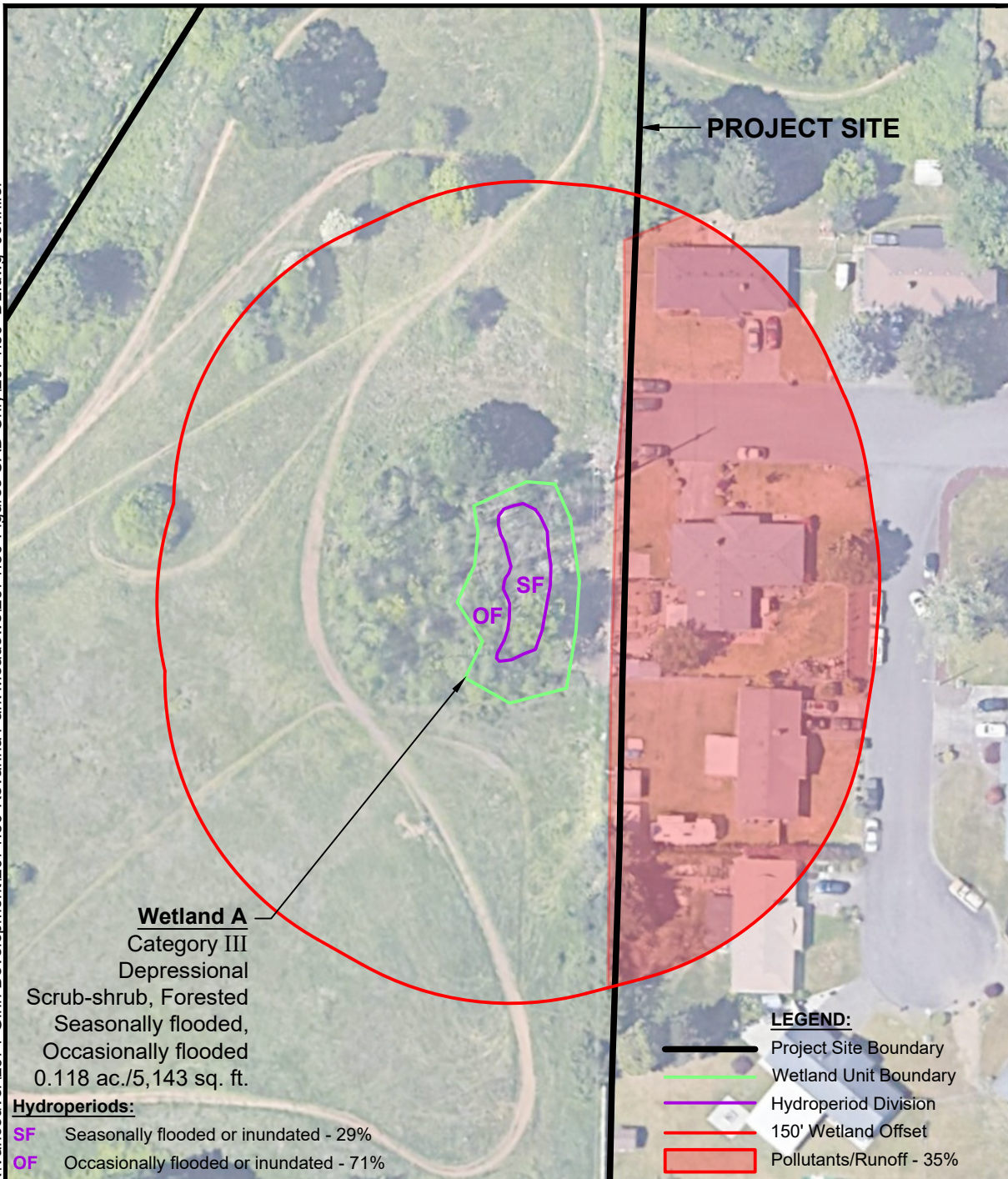
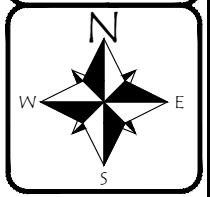
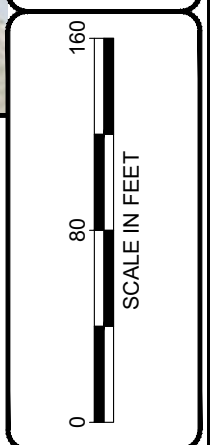


Figure 8
WETLAND RATING FORM-150' OFFSET
Kevanna Park Meadows
Ginn Development
City of Vancouver, Clark County, Washington
Section 16, Township 2N, Range 2E, W.M.

DATE: 8/15/22
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Ecological Land Services



Rating Question	Description	Wetland A
D 1.1, D 4.1	Location of Outlet	Wetland is a depression with no outlet
D 1.3	Distribution of persistent plants	Wetland has persistent plants >1/2 the area
D. 1.4	Area of seasonally flooded	Area seasonally ponded >1/4 of area
D 2.2	Boundary of area w/in 150' of the wetland in land uses that generate pollutants	>10% area within 150' in land use that generate pollutants
D 5.2	Boundary of area w/in 150' of the wetland in land uses that generate excess runoff	>10% area within 150' in land use that generate excess runoff
D 4.3	Contributing Basin-Contribution of wetland to storage in the watershed	The area of the basin is 10 to 100 times the area of the unit
D 5.3	Contributing Basin covered in intensive land uses	<25% of the contributing basin is covered with intensive land uses
H 1.1	Cowardin Plant Classes	Scrub-shrub, forested
H 1.2	Hydroperiods	Seasonally flooded, occasionally flooded
H 1.4	Interspersion of habitats	Low interspersion of habitats

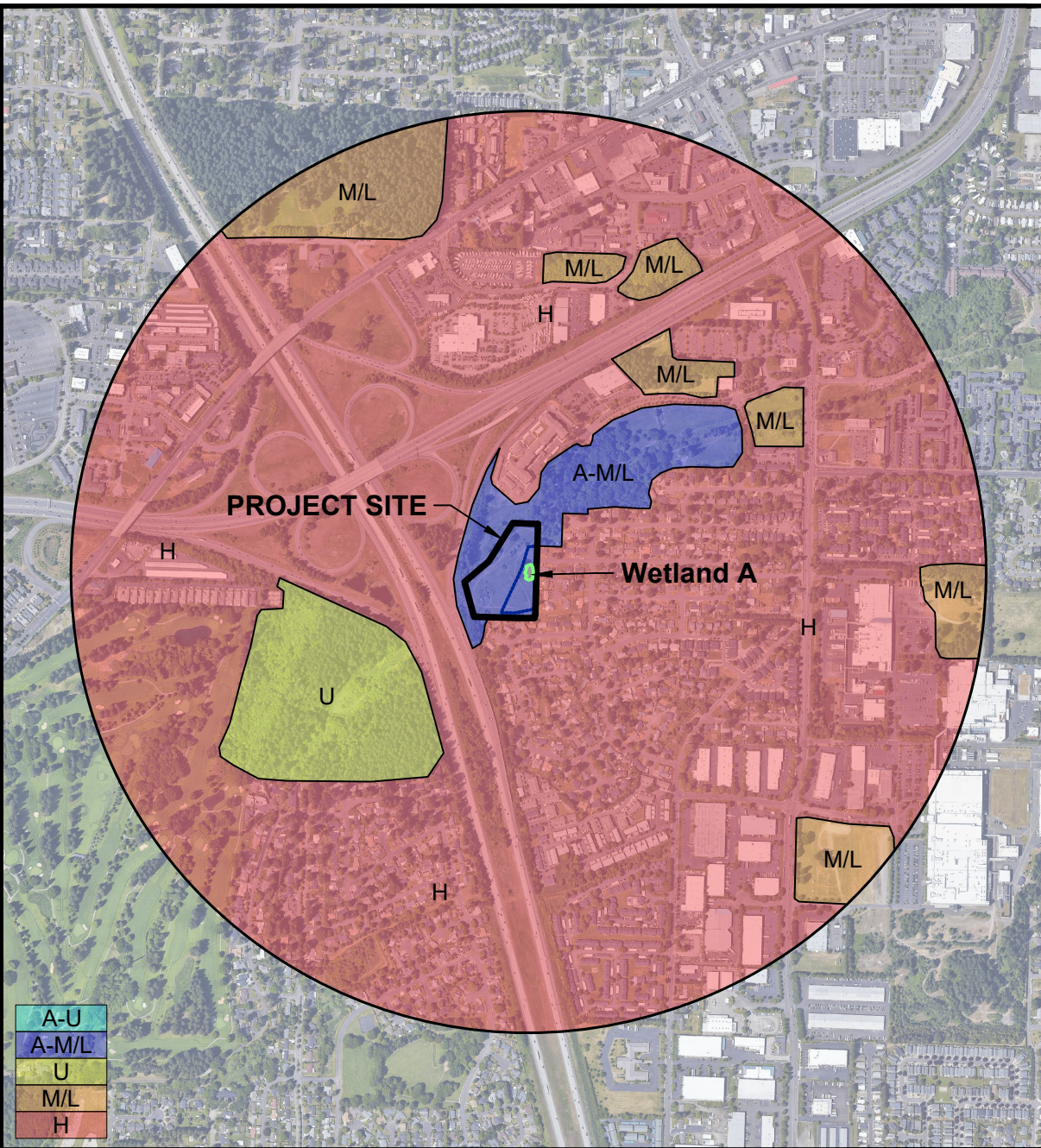
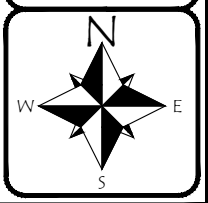
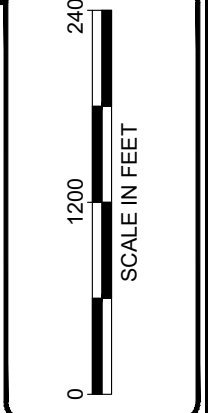


Figure 9
WETLAND RATING FORM-1 km OFFSET
 Kevanna Park Meadows
 Ginn Development
 City of Vancouver, Clark County, Washington
 Section 16, Township 2N, Range 2E, W.M.

DATE: 8/15/22
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Ecological Land Services



LEGEND:

- Project Site Boundary
- Wetland Unit Boundary
- Contributing Basin
11x area of Wetland A

H2.1 Accessible Habitat

A-U	A-U (00.0%)
A-M/L	A-M/L (3.8%)

H2.2 Undisturbed Habitat

U	U (4.8%)
M/L	M/L (6.2%)

H2.3 Land Use Intensity

H	H (85.3%)
---	-----------

H 2.1. Accessible Habitat Equation

$$\% \text{ [A-U] habitat } 00.0\% + [(\% \text{ [A-M/L] intensity land uses})/2] \underline{1.9\%} = \underline{1.9\%}$$

H 2.2. Total Undisturbed Habitat Equation

$$\% \text{ [A-U] } + \% \text{ [U] habitat } \underline{4.8\%} + [(\% \text{ [A-M/L] } + \% \text{ [M/L] land uses})/2] \underline{5.0\%} = \underline{9.8\%}$$

Assessed Waters/Sediment

Water

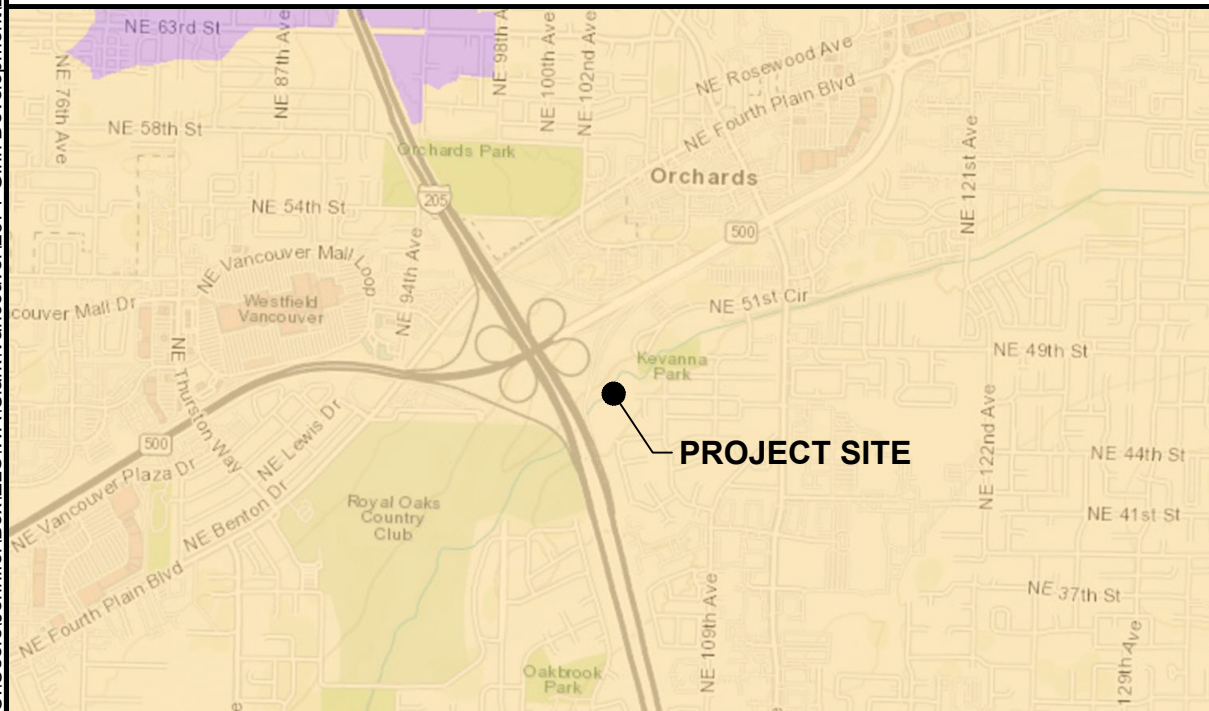
-  Category 5 - 303d
-  Category 4C
-  Category 4B
-  Category 4A
-  Category 2
-  Category 1

Sediment

-  Category 5 - 303d
-  Category 4C
-  Category 4B
-  Category 4A
-  Category 2
-  Category 1

Subbasins

-  12 Digit HUC Boundary



WQ Improvement Projects

- Approved
In Development

NOTE(S):

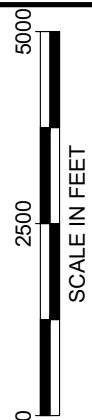
1. Map provided on-line by Washington State Department of Ecology at web address:
<https://fortress.wa.gov/ecy/waterqualityatlas/map.aspx?>

Figure 10

WETLAND RATING FORM-303(d) and TMDLS
Figure 10
Kevanna Park Meadows
Ginn Development
City of Vancouver, Clark County, Washington
Section 16, Township 2N, Range 2E, W.M.

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Photopoint 1. North view, taken near eastern property boundary.



**Photopoint 1. South view, taken near eastern property boundary.
Wetland A pictured at top right of photo.**



Photopoint 1. West view, taken near eastern property boundary. On-site Oregon white oak pictured at top right of photo.



Photopoint 2. South view of Wetland A.



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**Photoplate #1
Site Photos**
Kevanna Park Meadows
Vancouver, WA
Section 16, Township 2N, Range 2E, W.M.



Photopoint 3. Northeast view, taken near western property boundary. Burnt Bridge Creek is to the left of photo (not pictured).



Photopoint 3. West view, taken near western property boundary. Burnt Bridge Creek is just beyond the blackberry brambles.



Photopoint 3. Southeast view, taken near western property boundary.



Photopoint 3. Southwest view, taken near western property bounda-



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Photoplate #2
Site Photos
Kevanna Park Meadows
Vancouver, WA
Section 16, Township 2N, Range 2E, W.M.



Photopoint 4. East view, taken from southern portion of project area.



Photopoint 4. North view, taken from southern portion of project area.



Photopoint 4. South view, taken from southern portion of project area.



Photopoint 4. West view, taken from southern portion of project area.



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Photoplate #3
Site Photos
Kevanna Park Meadows
Vancouver, WA
Section 16, Township 2N, Range 2E, W.M.

APPENDIX A: WETLAND DETERMINATION DATA FORMS

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region

Project/Site: Kevanna Park Meadows City/County: Vancouver / Clark County Sampling Date: 6/29/22
 Applicant/Owner: Ginn Development State: WA Sampling Point: TP-1
 Investigator(s): Hastings, S.; Johnson, B. Section, Township, Range: S16, T2N, R2E
 Landform (hillslope, terrace, etc.): Terraces Local relief: (concave, convex, none): Concave Slope (%): 0-8%
 Subregion (LRR): LRRa Lat: 45.6551566 Long: -122.5658043 Datum: 83
 Soil Map Unit Name: Lauren gravelly loam, 0 to 8 percent slopes NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☐ No ☒ (If no, explain Remarks.)
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ☒ No ☐ Hydric Soils Present? Yes ☒ No ☐ Wetland Hydrology Present? Yes ☒ No ☐	Is the Sampled Area within a Wetland? Yes ☒ No ☐
Remarks: This test plot was located within parcel 159850000, near the central eastern Project Area boundary in Wetland A. This test plot met all three wetland indicators with 57% hydrophytic vegetation, soils with Depleted Matrix (F3), and the presence of primary hydrologic indicators: Algal Mat or crust (B4) and Oxidized Rhizospheres Along Living Roots (C3), and secondary hydrologic indicators Water-Stained Leaves (B9) and Geomorphic Position (D2). Hydrologic conditions within this Project Area were not typical for the time of year, as antecedent rainfall was determined to be wetter for the 3 months prior to the site visit.	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u> ft radius)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test Worksheet					
1. <u>Populus tremuloides</u>	50%	yes	FACU	Number of Dominant Species That Are OBL, FACW, or FAC:	<u>4</u> (A)				
2. <u>Fraxinus latifolia</u>	20%	yes	FACW	Total Number of Dominant Species Across All Strata:	<u>7</u> (B)				
3. _____	%			Percent of Dominant Species That Are OBL, FACW, or FAC	<u>57</u> (A/B)				
4. _____	%			Prevalence Index worksheet					
50% = <u>35</u> 20% = <u>14</u>	70%	=Total Cover		Total % Cover of:	Multiply by:				
Sapling/Shrub Stratum (Plot size: <u>15</u> ft. radius) 1. <u>Rosa nutkana</u> 30% yes FACU 2. <u>Populus tremuloides</u> 15% yes FACU 3. _____ % _____ 4. _____ % _____ 5. _____ % _____ 50% = <u>23</u> 20% = <u>9</u> 45% =Total Cover				OBL species	x 1= _____				
				FACW species	x 2= _____				
				FAC species	x 3= _____				
				FACU species	x 4= _____				
				UPL species	x 5= _____				
Herb Stratum (Plot size: <u>5</u> ft radius) 1. <u>Carex obnupta</u> 40% yes OBL 2. <u>Rumex crispus</u> 15% yes FAC 3. <u>Phalaris arundinacea</u> 15% yes FACW 4. _____ % _____ 5. _____ % _____ 6. _____ % _____ 7. _____ % _____ 8. _____ % _____ 9. _____ % _____ 10. _____ % _____ 11. _____ % _____ 50% = <u>35</u> 20% = <u>14</u> 70% =Total Cover				Column Totals:	(A) _____ (B) _____				
				Prevalence Index = B/A= _____					
				Hydrophytic Vegetation Indicators:					
				☐ 1 – Rapid Test for Hydrophytic Vegetation ☒ 2 – Dominance Test is >50% ☐ 3 - Prevalence Index is ≤3.0 ¹ ☐ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ 5 - Wetland Non-Vascular Plants ¹					
				☐ Problematic Hydrophytic Vegetation ¹ (Explain)					
Woody Vine Stratum (Plot size: <u>15</u> ft radius) 1. _____ % _____ 2. _____ % _____ 50% = ____ 20% = ____ % =Total Cover				¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.					
						Hydrophytic Vegetation Present? Yes ☒ No ☐			
								% Bare Ground in Herb Stratum <u>30%</u>	

SOIL

Sampling Point: TP-1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-5	10YR 2/2	97%	10YR 5/8	3%	C	PL	Silt loam	
5-16	10YR 4/2	40%	10YR 4/6	25%	C	M	Clay	
	10YR 5/1	35%		%				
		%		%				
		%		%				
		%		%				
		%		%				
		%		%				

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.²Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

Indicators for Problematic Hydric Soils

☐ Histosol (A1)

☐ Histic Epipedon (A2)

☐ Black Histic (A3)

☐ Hydrogen Sulfide (A4)

☐ Depleted Below Dark Surface (A11)

☐ Thick Dark Surface (A12)

☐ Sandy Mucky Minerals (S1)

☐ Sandy Gleyed Matrix (S4)

☐ Sandy Redox (S5)

☐ Stripped Matrix (S6)

☐ Loamy Mucky Mineral (F1) (except MLRA 1)

☐ Loamy Gleyed Matrix (F2)

☒ Depleted Matrix (F3)

☐ Redox Dark Surface (F6)

☐ Depleted Dark Surface (F7)

☐ Redox Depressions (F8)

☐ 2 cm Muck (A10)

☐ Red Parent Material (TF2)

☐ Very Shallow Dark Surface (TF12)

☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and Wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Remarks: _____

Hydric Soil Present?

Yes☒ No☐

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (min. of one required; check all that apply)

Secondary Indicators (2 or more required)

☐ Surface Water (A1)

☐ High Water Table (A2)

☐ Saturation (A3)

☐ Water Marks (B1)

☐ Sediment Deposits (B2)

☐ Drift Deposits (B3)

☒ Algal Mat or crust (B4)

☐ Iron Deposits (B5)

☐ Surface Soil Cracks (B6)

☐ Inundation Visible on Aerial Imagery (B7)

☐ Sparsely Vegetated Concave Surface (B8)

☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)

☐ Salt Crust (B11)

☐ Aquatic Invertebrates (B13)

☐ Hydrogen Sulfide Odor (C1)

☒ Oxidized Rhizospheres along Living Roots (C3)

☐ Presence of Reduced Iron (C4)

☐ Recent Iron Reduction in Tilled Soils (C6)

☐ Stunted or Stressed Plants (D1) (LRR A)

☐ Other (Explain in Remarks)

☒ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)

☐ Drainage Patterns (B10)

☐ Dry-Season Water Table (C2)

☐ Saturation Visible on Aerial Imagery (C9)

☒ Geomorphic Position (D2)

☐ Shallow Aquitard (D3)

☐ FAC Neutral Test (D5)

☐ Raised Ant Mounds (D6) (LRR A)

☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes☐ No☒ Depth (Inches): _____

Water Table Present? Yes☐ No☒ Depth (Inches): _____

Saturation Present? Yes☐ No☒ Depth (Inches): _____

(Includes Capillary fringe)

Wetland Hydrology Present?

Yes☒ No☐

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:Hydrologic conditions within this Project Area were not typical for the time of year, as antecedent rainfall was determined to be wetter for the 3 months prior to the site visit.

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region

Project/Site: Kevanna Park Meadows City/County: Vancouver / Clark County Sampling Date: 6/29/22
 Applicant/Owner: Ginn Development State: WA Sampling Point: TP-2
 Investigator(s): Hastings, S.; Johnson, B. Section, Township, Range: S16, T2N, R2E
 Landform (hillslope, terrace, etc.): Terraces Local relief: (concave, convex, none): Convex Slope (%): 0-8%
 Subregion (LRR): LRRa Lat: 45.6552337 Long: -122.565782 Datum: 83
 Soil Map Unit Name: Lauren gravelly loam, 0 to 8 percent slopes NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☐ No ☒ (If no, explain Remarks.)
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ☒ No ☐ Hydric Soils Present? Yes ☐ No ☒ Wetland Hydrology Present? Yes ☐ No ☒	Is the Sampled Area within a Wetland? Yes ☐ No ☒
Remarks: This test plot was located within parcel 159850000, near the central eastern Project Area boundary upslope of Wetland A. This test plot met one wetland indicator with 55% hydrophytic vegetation; therefore, it does not meet the criteria of being a wetland. Hydrologic conditions within this Project Area were not typical for the time of year, as antecedent rainfall was determined to be wetter for the 3 months prior to the site visit.	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>50</u> ft radius)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test Worksheet
1. <u>Populus tremuloides</u>	20%	yes	FACU	Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>11</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>55</u> (A/B)
2. <u>Fraxinus latifolia</u>	15%	yes	FACW	
3. _____	%			
4. _____	%			
50% = <u>18</u> 20% = <u>7</u>	35%	=Total Cover		Prevalence Index worksheet Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1= _____ FACW species _____ x 2= _____ FAC species _____ x 3= _____ FACU species _____ x 4= _____ UPL species _____ x 5= _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A= _____
Sapling/Shrub Stratum (Plot size: <u>15</u> ft. radius)				Hydrophytic Vegetation Indicators: ☐ 1 – Rapid Test for Hydrophytic Vegetation ☒ 2 – Dominance Test is >50% ☐ 3 - Prevalence Index is ≤3.0 ¹ ☐ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ 5 - Wetland Non-Vascular Plants ¹ ☐ Problematic Hydrophytic Vegetation ¹ (Explain)
1. <u>Populus tremuloides</u>	30%	yes	FACU	
2. <u>Rosa nutkana</u>	15%	yes	FAC	
3. _____	%			
4. _____	%			
5. _____	%			
50% = <u>23</u> 20% = <u>9</u>	45%	=Total Cover		
Herb Stratum (Plot size: <u>5</u> ft radius)				
1. <u>Galium aparine</u>	30%	yes	FACU	
2. <u>Lactuca serriola</u>	20%	yes	FACU	
3. <u>Poa sp.*</u>	15%	yes	FAC	
4. <u>Bromus arvensis</u>	15%	yes	UPL	
5. <u>Holcus lanatus</u>	15%	yes	FAC	
6. <u>Phalaris arundinacea</u>	15%	yes	FACW	
7. <u>Vicia americana</u>	5%	no	FAC	
8. <u>Cirsium arvense</u>	5%	no	FAC	
9. _____	%			
10. _____	%			
11. _____	%			
50% = <u>60</u> 20% = <u>24</u>	120%	=Total Cover		
Woody Vine Stratum (Plot size: <u>15</u> ft radius)				
1. <u>Rubus armeniacus</u>	15%	yes	FAC	¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
2. _____	%			
50% = <u>8</u> 20% = <u>3</u>	15%	=Total Cover		
% Bare Ground in Herb Stratum _____ %				Hydrophytic Vegetation Present? Yes ☒ No ☐
Remarks: *Poa sp. assumed FAC.				

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-16	10YR 3/3	100%		%			Loam	See Remarks Below
		%		%				
		%		%				
		%		%				
		%		%				
		%		%				
		%		%				
		%		%				

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.²Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

Indicators for Problematic Hydric Soils

☐ Histosol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Minerals (S1)
☐ Sandy Gleyed Matrix (S4)

☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1) (except MLRA 1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

☐ 2 cm Muck (A10)
☐ Red Parent Material (TF2)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and Wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if present):

Type:
Depth (inches):

Hydric Soil Present? Yes No

Remarks: Rocks/gravel were observed throughout the soil profile.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (min. of one required; check all that apply)

Secondary Indicators (2 or more required)

☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or crust (B4)
☐ Iron Deposits (B5)
☐ Surface Soil Cracks (B6)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)

☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)
☐ Salt Crust (B11)
☐ Aquatic Invertebrates (B13)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres along Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Stunted or Stressed Plants (D1) (LRR A)
☐ Other (Explain in Remarks)

☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Geomorphic Position (D2)
☐ Shallow Aquitard (D3)
☐ FAC Neutral Test (D5)
☐ Raised Ant Mounds (D6) (LRR A)
☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes No Depth (Inches):
Water Table Present? Yes No Depth (Inches):
Saturation Present? Yes No Depth (Inches):
(Includes Capillary fringe)

Wetland Hydrology Present? Yes No

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:Hydrologic conditions within this Project Area were not typical for the time of year, as antecedent rainfall was determined to be wetter for the 3 months prior to the site visit.

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region

Project/Site: Kevanna Park Meadows City/County: Vancouver / Clark County Sampling Date: 6/29/22
 Applicant/Owner: Ginn Development State: WA Sampling Point: TP-3
 Investigator(s): Hastings, S.; Johnson, B. Section, Township, Range: S16, T2N, R2E
 Landform (hillslope, terrace, etc.): Terraces Local relief: (concave, convex, none): Convex Slope (%): 0-8%
 Subregion (LRR): LRRA Lat: 45.65508403 Long: -122.5671853 Datum: 83
 Soil Map Unit Name: Lauren gravelly loam, 0 to 8 percent slopes NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☐ No ☒ (If no, explain Remarks.)
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ☒ No ☐ Hydric Soils Present? Yes ☐ No ☒ Wetland Hydrology Present? Yes ☐ No ☒	Is the Sampled Area within a Wetland? Yes ☐ No ☒
Remarks: This test plot was located within parcel 159850000, near the central western Project Area boundary adjacent to Burnt Bridge Creek. This test plot met one wetland indicator with 100% hydrophytic vegetation; therefore, it does not meet the criteria of being a wetland. Hydrologic conditions within this Project Area were not typical for the time of year, as antecedent rainfall was determined to be wetter for the 3 months prior to the site visit.	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u> ft radius)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test Worksheet
1. _____	%			Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC <u>100</u> (A/B)
2. _____	%			
3. _____	%			
4. _____	%			
50% = ____ 20% = ____	%	=Total Cover		Prevalence Index worksheet Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1= _____ FACW species _____ x 2= _____ FAC species _____ x 3= _____ FACU species _____ x 4= _____ UPL species _____ x 5= _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A= _____
Sapling/Shrub Stratum (Plot size: <u>15</u> ft. radius)				
1. _____	%			
2. _____	%			
3. _____	%			
4. _____	%			
5. _____	%			
50% = ____ 20% = ____	%	=Total Cover		
Herb Stratum (Plot size: <u>5</u> ft radius)				Hydrophytic Vegetation Indicators: ☐ 1 – Rapid Test for Hydrophytic Vegetation ☒ 2 – Dominance Test is >50% ☐ 3 - Prevalence Index is ≤3.0 ¹ ☐ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ 5 - Wetland Non-Vascular Plants ¹ ☐ Problematic Hydrophytic Vegetation ¹ (Explain)
1. <u>Phalaris arundinacea</u>	50%	yes	FACW	
2. <u>Conium maculatum</u>	15%	no	FAC	
3. <u>Impatiens capensis</u>	10%	no	FACW	
4. <u>Galium aparine</u>	8%	no	FACU	
5. <u>Cirsium arvense</u>	5%	no	FAC	
6. <u>Epilobium ciliatum</u>	5%	no	FACW	
7. <u>Lysichiton americanus</u>	2%	no	OBL	
8. _____	%			
9. _____	%			
10. _____	%			
11. _____	%			
50% = <u>48</u> 20% = <u>19</u>	95%	=Total Cover		
Woody Vine Stratum (Plot size: <u>15</u> ft radius)				
1. _____	%			
2. _____	%			
50% = ____ 20% = ____	%	=Total Cover		
% Bare Ground in Herb Stratum <u>5%</u>				Hydrophytic Vegetation Present? Yes ☒ No ☐
Remarks:				

SOIL

Sampling Point: TP-3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-14	10YR 3/2	100%		%			Silty clay loam	
14-16	10YR 3/2	95%	5YR 5/8	5%	C	M	Silty clay loam	
		%		%				
		%		%				
		%		%				
		%		%				
		%		%				
		%		%				

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.²Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

Indicators for Problematic Hydric Soils

☐ Histosol (A1)

☐ Histic Epipedon (A2)

☐ Black Histic (A3)

☐ Hydrogen Sulfide (A4)

☐ Depleted Below Dark Surface (A11)

☐ Thick Dark Surface (A12)

☐ Sandy Mucky Minerals (S1)

☐ Sandy Gleyed Matrix (S4)

☐ Sandy Redox (S5)

☐ Stripped Matrix (S6)

☐ Loamy Mucky Mineral (F1) (except MLRA 1)

☐ Loamy Gleyed Matrix (F2)

☐ Depleted Matrix (F3)

☐ Redox Dark Surface (F6)

☐ Depleted Dark Surface (F7)

☐ Redox Depressions (F8)

☐ 2 cm Muck (A10)

☐ Red Parent Material (TF2)

☐ Very Shallow Dark Surface (TF12)

☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and Wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if present):

Type:

Depth (inches):

Remarks:

Hydric Soil Present? Yes ☐ No ☒

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (min. of one required; check all that apply)

Secondary Indicators (2 or more required)

☐ Surface Water (A1)

☐ High Water Table (A2)

☐ Saturation (A3)

☐ Water Marks (B1)

☐ Sediment Deposits (B2)

☐ Drift Deposits (B3)

☐ Algal Mat or crust (B4)

☐ Iron Deposits (B5)

☐ Surface Soil Cracks (B6)

☐ Inundation Visible on Aerial Imagery (B7)

☐ Sparsely Vegetated Concave Surface (B8)

☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)

☐ Salt Crust (B11)

☐ Aquatic Invertebrates (B13)

☐ Hydrogen Sulfide Odor (C1)

☐ Oxidized Rhizospheres along Living Roots (C3)

☐ Presence of Reduced Iron (C4)

☐ Recent Iron Reduction in Tilled Soils (C6)

☐ Stunted or Stressed Plants (D1) (LRR A)

☐ Other (Explain in Remarks)

☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)

☐ Drainage Patterns (B10)

☐ Dry-Season Water Table (C2)

☐ Saturation Visible on Aerial Imagery (C9)

☐ Geomorphic Position (D2)

☐ Shallow Aquitard (D3)

☒ FAC Neutral Test (D5)

☐ Raised Ant Mounds (D6) (LRR A)

☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (Inches):

Water Table Present? Yes ☐ No ☒ Depth (Inches):

Saturation Present? Yes ☐ No ☒ Depth (Inches):

(Includes Capillary fringe)

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:Hydrologic conditions within this Project Area were not typical for the time of year, as antecedent rainfall was determined to be wetter for the 3 months prior to the site visit.

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region

Project/Site: Kevanna Park Meadows City/County: Vancouver / Clark County Sampling Date: 6/29/22
 Applicant/Owner: Ginn Development State: WA Sampling Point: TP-4
 Investigator(s): Hastings, S.; Johnson, B. Section, Township, Range: S16, T2N, R2E
 Landform (hillslope, terrace, etc.): Terraces Local relief: (concave, convex, none): Convex Slope (%): 0-8%
 Subregion (LRR): LRRA Lat: 45.6545606 Long: -122.5662681 Datum: 83
 Soil Map Unit Name: Lauren gravelly loam, 0 to 8 percent slopes NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☐ No ☒ (If no, explain Remarks.)
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ☐ No ☒ Hydric Soils Present? Yes ☒ No ☐ Wetland Hydrology Present? Yes ☐ No ☒	Is the Sampled Area within a Wetland? Yes ☐ No ☒
Remarks: This test plot was located within parcel 159850000, in the southern portion of the Project Area. This test plot met one wetland indicator, Depleted Matrix (F3); therefore, it does not meet the criteria of being a wetland. Hydrologic conditions within this Project Area were not typical for the time of year, as antecedent rainfall was determined to be wetter for the 3 months prior to the site visit.	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u> ft radius)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test Worksheet
1. _____	%			Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>4</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC <u>50</u> (A/B)
2. _____	%			
3. _____	%			
4. _____	%			
50% = ____ 20% = ____	%	=Total Cover		Prevalence Index worksheet Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1= _____ FACW species _____ x 2= _____ FAC species _____ x 3= _____ FACU species _____ x 4= _____ UPL species _____ x 5= _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A= _____
Sapling/Shrub Stratum (Plot size: <u>15</u> ft. radius)				
1. <u>Rosa nutkana</u>	10%	yes	FAC	
2. <u>Symphoricarpos albus</u>	5%	no	FACU	
3. _____	%			
4. _____	%			
5. _____	%			
50% = <u>8</u> 20% = <u>3</u>	15%	=Total Cover		
Herb Stratum (Plot size: <u>5</u> ft radius)				Hydrophytic Vegetation Indicators: ☐ 1 – Rapid Test for Hydrophytic Vegetation ☐ 2 – Dominance Test is >50% ☐ 3 - Prevalence Index is ≤3.0 ¹ ☐ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ☐ 5 - Wetland Non-Vascular Plants ¹ ☐ Problematic Hydrophytic Vegetation ¹ (Explain)
1. <u>Bromus arvensis</u>	30%	yes	UPL	
2. <u>Anthoxanthum odoratum</u>	30%	yes	FACU	
3. <u>Agrostis sp.*</u>	20%	yes	FAC	
4. <u>Leucanthemum vulgare</u>	5%	no	FACU	
5. <u>Prunella vulgaris</u>	5%	no	FACU	
6. <u>Parentucellia viscosa</u>	5%	no	FAC	
7. <u>Rumex acetosella</u>	5%	no	FACU	
8. _____	%			
9. _____	%			
10. _____	%			
11. _____	%			
50% = <u>50</u> 20% = <u>20</u>	100%	=Total Cover		
Woody Vine Stratum (Plot size: <u>15</u> ft radius)				¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. _____	%			
2. _____	%			
50% = ____ 20% = ____	%	=Total Cover		
% Bare Ground in Herb Stratum <u>0</u>%				Hydrophytic Vegetation Present? Yes ☐ No ☒
Remarks: * <i>Agrostis sp.</i> assumed FAC.				

SOIL

Sampling Point: TP-4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-9	10YR 4/2	40%		%			Silt loam	
	10YR 4/3	30%		%				
	10YR 3/3	30%		%				
9-16	10YR 2/1	85%	10YR 5/6	3%	C	M	Silt loam	
	10YR 6/4	12%		%				
		%		%				
		%		%				
		%		%				

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.²Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

Indicators for Problematic Hydric Soils

☐ Histosol (A1)

☐ Histic Epipedon (A2)

☐ Black Histic (A3)

☐ Hydrogen Sulfide (A4)

☐ Depleted Below Dark Surface (A11)

☐ Thick Dark Surface (A12)

☐ Sandy Mucky Minerals (S1)

☐ Sandy Gleyed Matrix (S4)

☐ Sandy Redox (S5)

☐ Stripped Matrix (S6)

☐ Loamy Mucky Mineral (F1) (except MLRA 1)

☐ Loamy Gleyed Matrix (F2)

☒ Depleted Matrix (F3)

☐ Redox Dark Surface (F6)

☐ Depleted Dark Surface (F7)

☐ Redox Depressions (F8)

☐ 2 cm Muck (A10)

☐ Red Parent Material (TF2)

☐ Very Shallow Dark Surface (TF12)

☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and Wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Remarks:

Hydric Soil Present?

Yes☒ No☐

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (min. of one required; check all that apply)

Secondary Indicators (2 or more required)

☐ Surface Water (A1)

☐ High Water Table (A2)

☐ Saturation (A3)

☐ Water Marks (B1)

☐ Sediment Deposits (B2)

☐ Drift Deposits (B3)

☐ Algal Mat or crust (B4)

☐ Iron Deposits (B5)

☐ Surface Soil Cracks (B6)

☐ Inundation Visible on Aerial Imagery (B7)

☐ Sparsely Vegetated Concave Surface (B8)

☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)

☐ Salt Crust (B11)

☐ Aquatic Invertebrates (B13)

☐ Hydrogen Sulfide Odor (C1)

☐ Oxidized Rhizospheres along Living Roots (C3)

☐ Presence of Reduced Iron (C4)

☐ Recent Iron Reduction in Tilled Soils (C6)

☐ Stunted or Stressed Plants (D1) (LRR A)

☐ Other (Explain in Remarks)

☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)

☐ Drainage Patterns (B10)

☐ Dry-Season Water Table (C2)

☐ Saturation Visible on Aerial Imagery (C9)

☐ Geomorphic Position (D2)

☐ Shallow Aquitard (D3)

☐ FAC Neutral Test (D5)

☐ Raised Ant Mounds (D6) (LRR A)

☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes☐ No☒ Depth (Inches): _____

Water Table Present? Yes☐ No☒ Depth (Inches): _____

Saturation Present? Yes☐ No☒ Depth (Inches): _____

(Includes Capillary fringe)

Wetland Hydrology Present?

Yes☐ No☒

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:Hydrologic conditions within this Project Area were not typical for the time of year, as antecedent rainfall was determined to be wetter for the 3 months prior to the site visit.

APPENDIX B: WETLAND RATING FORM

Wetland name or number A

RATING SUMMARY – Western Washington

Name of wetland (or ID #): Wetland A Date of site visit: 6/29/2022

Rated by S. Hastings Trained by Ecology? Yes Date of training 6-2022

HGM Class used for rating Depressional Wetland has multiple HGM classes? Y X N

NOTE: Form is not complete without the figures requested (*figures can be combined*).

Source of base aerial photo/map Google Earth

OVERALL WETLAND CATEGORY III (based on functions___or special characteristics___)

1. Category of wetland based on FUNCTIONS

_____ Category I – Total score = 23 – 27

_____ Category II – Total score = 20 – 22

X Category III – Total score = 16 – 19

_____ Category IV – Total score = 9 – 15

FUNCTION	Improving Water Quality	Hydrologic	Habitat	
<i>Circle the appropriate ratings</i>				
Site Potential	H <u>M</u> L	H <u>M</u> L	H M <u>L</u>	
Landscape Potential	H <u>M</u> L	H <u>M</u> L	H M <u>L</u>	
Value	<u>H</u> M L	H <u>M</u> L	<u>H</u> M L	TOTAL
Score Based on Ratings	7	6	5	18

**Score for each
function based
on three
ratings
(order of ratings
is not
important)**

9 = H,H,H

8 = H,H,M

7 = H,H,L

7 = H,M,M

6 = H,M,L

6 = M,M,M

5 = H,L,L

5 = M,M,L

4 = M,L,L

3 = L,L,L

2. Category based on SPECIAL CHARACTERISTICS of wetland

CHARACTERISTIC	CATEGORY
Estuarine	I II
Wetland of High Conservation Value	I
Bog	I
Mature Forest	I
Old Growth Forest	I
Coastal Lagoon	I II
Interdunal	I II III IV
None of the above	<u>N/A</u>

Wetland name or number A

Maps and figures required to answer questions correctly for Western Washington

Depressional Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	D 1.3, H 1.1, H 1.4	2
Hydroperiods	D 1.4, H 1.2	2
Location of outlet (<i>can be added to map of hydroperiods</i>)	D 1.1, D 4.1	2
Boundary of area within 150 ft of the wetland (<i>can be added to another figure</i>)	D 2.2, D 5.2	8
Map of the contributing basin	D 4.3, D 5.3	9
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and undisturbed habitat	H 2.1, H 2.2, H 2.3	9
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	D 3.1, D 3.2	10
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	D 3.3	10

Riverine Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	H 1.1, H 1.4	
Hydroperiods	H 1.2	
Ponded depressions	R 1.1	
Boundary of area within 150 ft of the wetland (<i>can be added to another figure</i>)	R 2.4	
Plant cover of trees, shrubs, and herbaceous plants	R 1.2, R 4.2	
Width of unit vs. width of stream (<i>can be added to another figure</i>)	R 4.1	
Map of the contributing basin	R 2.2, R 2.3, R 5.2	
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and undisturbed habitat	H 2.1, H 2.2, H 2.3	
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	R 3.1	
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	R 3.2, R 3.3	

Lake Fringe Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	L 1.1, L 4.1, H 1.1, H 1.4	
Plant cover of trees, shrubs, and herbaceous plants	L 1.2	
Boundary of area within 150 ft of the wetland (<i>can be added to another figure</i>)	L 2.2	
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and undisturbed habitat	H 2.1, H 2.2, H 2.3	
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	L 3.1, L 3.2	
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	L 3.3	

Slope Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	H 1.1, H 1.4	
Hydroperiods	H 1.2	
Plant cover of dense trees, shrubs, and herbaceous plants	S 1.3	
Plant cover of dense, rigid trees, shrubs, and herbaceous plants (<i>can be added to figure above</i>)	S 4.1	
Boundary of 150 ft buffer (<i>can be added to another figure</i>)	S 2.1, S 5.1	
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and undisturbed habitat	H 2.1, H 2.2, H 2.3	
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	S 3.1, S 3.2	
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	S 3.3	

HGM Classification of Wetlands in Western Washington

For questions 1-7, the criteria described must apply to the entire unit being rated.

If the hydrologic criteria listed in each question do not apply to the entire unit being rated, you probably have a unit with multiple HGM classes. In this case, identify which hydrologic criteria in questions 1-7 apply, and go to Question 8.

1. Are the water levels in the entire unit usually controlled by tides except during floods?

☒ NO – go to 2

YES – the wetland class is **Tidal Fringe** – go to 1.1

- 1.1 Is the salinity of the water during periods of annual low flow below 0.5 ppt (parts per thousand)?

NO – **Saltwater Tidal Fringe (Estuarine)**

YES – **Freshwater Tidal Fringe**

*If your wetland can be classified as a Freshwater Tidal Fringe use the forms for **Riverine** wetlands. If it is Saltwater Tidal Fringe it is an **Estuarine** wetland and is not scored. This method **cannot** be used to score functions for estuarine wetlands.*

2. The entire wetland unit is flat and precipitation is the only source (>90%) of water to it. Groundwater and surface water runoff are NOT sources of water to the unit.

☒ NO – go to 3

YES – The wetland class is **Flats**

*If your wetland can be classified as a Flats wetland, use the form for **Depressional** wetlands.*

3. Does the entire wetland unit **meet all** of the following criteria?

- ___ The vegetated part of the wetland is on the shores of a body of permanent open water (without any plants on the surface at any time of the year) at least 20 ac (8 ha) in size;
___ At least 30% of the open water area is deeper than 6.6 ft (2 m).

☒ NO – go to 4

YES – The wetland class is **Lake Fringe** (Lacustrine Fringe)

4. Does the entire wetland unit **meet all** of the following criteria?

- ___ The wetland is on a slope (*slope can be very gradual*),
___ The water flows through the wetland in one direction (unidirectional) and usually comes from seeps. It may flow subsurface, as sheetflow, or in a swale without distinct banks,
___ The water leaves the wetland **without being impounded**.

☒ NO – go to 5

YES – The wetland class is **Slope**

NOTE: Surface water does not pond in these type of wetlands except occasionally in very small and shallow depressions or behind hummocks (depressions are usually <3 ft diameter and less than 1 ft deep).

5. Does the entire wetland unit **meet all** of the following criteria?

- ___ The unit is in a valley, or stream channel, where it gets inundated by overbank flooding from that stream or river,
___ The overbank flooding occurs at least once every 2 years.

Wetland name or number A

NO – go to 6

YES – The wetland class is **Riverine**

NOTE: The Riverine unit can contain depressions that are filled with water when the river is not flooding

6. Is the entire wetland unit in a topographic depression in which water ponds, or is saturated to the surface, at some time during the year? *This means that any outlet, if present, is higher than the interior of the wetland.*

NO – go to 7

YES – The wetland class is **Depressional**

7. Is the entire wetland unit located in a very flat area with no obvious depression and no overbank flooding? The unit does not pond surface water more than a few inches. The unit seems to be maintained by high groundwater in the area. The wetland may be ditched, but has no obvious natural outlet.

NO – go to 8

YES – The wetland class is **Depressional**

8. Your wetland unit seems to be difficult to classify and probably contains several different HGM classes. For example, seeps at the base of a slope may grade into a riverine floodplain, or a small stream within a Depressional wetland has a zone of flooding along its sides. **GO BACK AND IDENTIFY WHICH OF THE HYDROLOGIC REGIMES DESCRIBED IN QUESTIONS 1-7 APPLY TO DIFFERENT AREAS IN THE UNIT** (make a rough sketch to help you decide). Use the following table to identify the appropriate class to use for the rating system if you have several HGM classes present within the wetland unit being scored.

NOTE: Use this table only if the class that is recommended in the second column represents 10% or more of the total area of the wetland unit being rated. If the area of the HGM class listed in column 2 is less than 10% of the unit; classify the wetland using the class that represents more than 90% of the total area.

HGM classes within the wetland unit being rated	HGM class to use in rating
Slope + Riverine	Riverine
Slope + Depressional	Depressional
Slope + Lake Fringe	Lake Fringe
Depressional + Riverine along stream within boundary of depression	Depressional
Depressional + Lake Fringe	Depressional
Riverine + Lake Fringe	Riverine
Salt Water Tidal Fringe and any other class of freshwater wetland	Treat as ESTUARINE

*If you are still unable to determine which of the above criteria apply to your wetland, or if you have **more than 2 HGM classes** within a wetland boundary, classify the wetland as Depressional for the rating.*

Wetland name or number A

DEPRESSIONAL AND FLATS WETLANDS		
Water Quality Functions - Indicators that the site functions to improve water quality		
D 1.0. Does the site have the potential to improve water quality?		
D 1.1. Characteristics of surface water outflows from the wetland: Wetland is a depression or flat depression (QUESTION 7 on key) with no surface water leaving it (no outlet). points = 3 Wetland has an intermittently flowing stream or ditch, OR highly constricted permanently flowing outlet. points = 2 Wetland has an unconstricted, or slightly constricted, surface outlet that is permanently flowing points = 1 Wetland is a flat depression (QUESTION 7 on key), whose outlet is a permanently flowing ditch. points = 1		3
D 1.2. The soil 2 in below the surface (or duff layer) is true clay or true organic (use NRCS definitions). Yes = 4 No = 0		0
D 1.3. Characteristics and distribution of persistent plants (Emergent, Scrub-shrub, and/or Forested Cowardin classes): Wetland has persistent, ungrazed, plants > 95% of area points = 5 Wetland has persistent, ungrazed, plants > 1/2 of area points = 3 Wetland has persistent, ungrazed plants > 1/10 of area points = 1 Wetland has persistent, ungrazed plants < 1/10 of area points = 0		3
D 1.4. Characteristics of seasonal ponding or inundation: <i>This is the area that is ponded for at least 2 months. See description in manual.</i> Area seasonally ponded is > 1/2 total area of wetland points = 4 Area seasonally ponded is > 1/4 total area of wetland points = 2 Area seasonally ponded is < 1/4 total area of wetland points = 0		2
Total for D 1		8

Rating of Site Potential If score is: 12-16 = H X 6-11 = M 0-5 = L Record the rating on the first page

D 2.0. Does the landscape have the potential to support the water quality function of the site?		
D 2.1. Does the wetland unit receive stormwater discharges?	Yes = 1 No = 0	0
D 2.2. Is > 10% of the area within 150 ft of the wetland in land uses that generate pollutants?	Yes = 1 No = 0	1
D 2.3. Are there septic systems within 250 ft of the wetland?	Yes = 1 No = 0	0
D 2.4. Are there other sources of pollutants coming into the wetland that are not listed in questions D 2.1-D 2.3? Source	Yes = 1 No = 0	0
Total for D 2		1

Rating of Landscape Potential If score is: 3 or 4 = H X 1 or 2 = M 0 = L Record the rating on the first page

D 3.0. Is the water quality improvement provided by the site valuable to society?		
D 3.1. Does the wetland discharge directly (i.e., within 1 mi) to a stream, river, lake, or marine water that is on the 303(d) list?	Yes = 1 No = 0	0
D 3.2. Is the wetland in a basin or sub-basin where an aquatic resource is on the 303(d) list?	Yes = 1 No = 0	1
D 3.3. Has the site been identified in a watershed or local plan as important for maintaining water quality (answer YES if there is a TMDL for the basin in which the unit is found)?	Yes = 2 No = 0	2
Total for D 3		3

Rating of Value If score is: X 2-4 = H 1 = M 0 = L Record the rating on the first page

Wetland name or number A

DEPRESSIONAL AND FLATS WETLANDS

Hydrologic Functions - Indicators that the site functions to reduce flooding and stream degradation

D 4.0. Does the site have the potential to reduce flooding and erosion?

D 4.1. Characteristics of surface water outflows from the wetland:

- | | | |
|---|------------|----------|
| Wetland is a depression or flat depression with no surface water leaving it (no outlet) | points = 4 | 4 |
| Wetland has an intermittently flowing stream or ditch, OR highly constricted permanently flowing outlet | points = 2 | |
| Wetland is a flat depression (QUESTION 7 on key), whose outlet is a permanently flowing ditch | points = 1 | |
| Wetland has an unconstricted, or slightly constricted, surface outlet that is permanently flowing | points = 0 | |

D 4.2. Depth of storage during wet periods: Estimate the height of ponding above the bottom of the outlet. For wetlands with no outlet, measure from the surface of permanent water or if dry, the deepest part.

- | | | |
|--|------------|----------|
| Marks of ponding are 3 ft or more above the surface or bottom of outlet | points = 7 | 3 |
| Marks of ponding between 2 ft to < 3 ft from surface or bottom of outlet | points = 5 | |
| Marks are at least 0.5 ft to < 2 ft from surface or bottom of outlet | points = 3 | |
| The wetland is a "headwater" wetland | points = 3 | |
| Wetland is flat but has small depressions on the surface that trap water | points = 1 | |
| Marks of ponding less than 0.5 ft (6 in) | points = 0 | |

D 4.3. Contribution of the wetland to storage in the watershed: Estimate the ratio of the area of upstream basin contributing surface water to the wetland to the area of the wetland unit itself.

- | | | |
|---|------------|----------|
| The area of the basin is less than 10 times the area of the unit | points = 5 | 3 |
| The area of the basin is 10 to 100 times the area of the unit | points = 3 | |
| The area of the basin is more than 100 times the area of the unit | points = 0 | |
| Entire wetland is in the Flats class | points = 5 | |

Total for D 4

Add the points in the boxes above

10

Rating of Site Potential If score is: 12-16 = H X 6-11 = M 0-5 = L

Record the rating on the first page

D 5.0. Does the landscape have the potential to support hydrologic functions of the site?

- | | | |
|---|----------------|----------|
| D 5.1. Does the wetland receive stormwater discharges? | Yes = 1 No = 0 | 0 |
| D 5.2. Is >10% of the area within 150 ft of the wetland in land uses that generate excess runoff? | Yes = 1 No = 0 | 1 |
| D 5.3. Is more than 25% of the contributing basin of the wetland covered with intensive human land uses (residential at >1 residence/ac, urban, commercial, agriculture, etc.)? | Yes = 1 No = 0 | 0 |

Total for D 5

Add the points in the boxes above

1

Rating of Landscape Potential If score is: 3 = H X 1 or 2 = M 0 = L

Record the rating on the first page

D 6.0. Are the hydrologic functions provided by the site valuable to society?

D 6.1. The unit is in a landscape that has flooding problems. Choose the description that best matches conditions around the wetland unit being rated. Do not add points. Choose the highest score if more than one condition is met.

The wetland captures surface water that would otherwise flow down-gradient into areas where flooding has damaged human or natural resources (e.g., houses or salmon redds):

- Flooding occurs in a sub-basin that is immediately down-gradient of unit.
- Surface flooding problems are in a sub-basin farther down-gradient.

Flooding from groundwater is an issue in the sub-basin.

points = 2
points = 1
points = 1

1

The existing or potential outflow from the wetland is so constrained by human or natural conditions that the water stored by the wetland cannot reach areas that flood. Explain why _____

points = 0

There are no problems with flooding downstream of the wetland.

points = 0

D 6.2. Has the site been identified as important for flood storage or flood conveyance in a regional flood control plan?

Yes = 2 No = 0

0

Total for D 6

Add the points in the boxes above

1

Rating of Value If score is: 2-4 = H X 1 = M 0 = L

Record the rating on the first page

Wetland name or number A

These questions apply to wetlands of all HGM classes.

HABITAT FUNCTIONS - Indicators that site functions to provide important habitat

H 1.0. Does the site have the potential to provide habitat?

H 1.1. Structure of plant community: *Indicators are Cowardin classes and strata within the Forested class. Check the Cowardin plant classes in the wetland. Up to 10 patches may be combined for each class to meet the threshold of ¼ ac or more than 10% of the unit if it is smaller than 2.5 ac. Add the number of structures checked.*

- | | | |
|---|----------------------------------|----------|
| ☐ Aquatic bed | 4 structures or more: points = 4 | 1 |
| ☐ Emergent | 3 structures: points = 2 | |
| ☒ Scrub-shrub (areas where shrubs have > 30% cover) | 2 structures: points = 1 | |
| ☒ Forested (areas where trees have > 30% cover) | 1 structure: points = 0 | |
| <i>If the unit has a Forested class, check if:</i> | | |
| ☐ The Forested class has 3 out of 5 strata (canopy, sub-canopy, shrubs, herbaceous, moss/ground-cover) that each cover 20% within the Forested polygon | | |

H 1.2. Hydroperiods

Check the types of water regimes (hydroperiods) present within the wetland. The water regime has to cover more than 10% of the wetland or ¼ ac to count (*see text for descriptions of hydroperiods*).

- | | | |
|--|-------------------------------------|-----------------|
| ☐ Permanently flooded or inundated | 4 or more types present: points = 3 | 1 |
| ☒ Seasonally flooded or inundated | 3 types present: points = 2 | |
| ☒ Occasionally flooded or inundated | 2 types present: points = 1 | |
| ☐ Saturated only | 1 type present: points = 0 | |
| ☐ Permanently flowing stream or river in, or adjacent to, the wetland | | |
| ☐ Seasonally flowing stream in, or adjacent to, the wetland | | |
| ☐ Lake Fringe wetland | | 2 points |
| ☐ Freshwater tidal wetland | | 2 points |

H 1.3. Richness of plant species

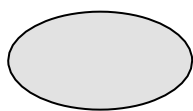
Count the number of plant species in the wetland that cover at least 10 ft².

*Different patches of the same species can be combined to meet the size threshold and you do not have to name the species. **Do not include Eurasian milfoil, reed canarygrass, purple loosestrife, Canadian thistle***

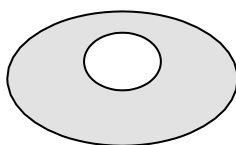
- | | | |
|------------------------------|------------|----------|
| If you counted: > 19 species | points = 2 | 1 |
| 5 - 19 species | points = 1 | |
| < 5 species | points = 0 | |

H 1.4. Interspersion of habitats

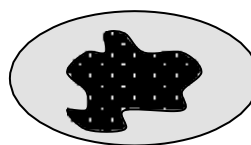
Decide from the diagrams below whether interspersions among Cowardin plants classes (described in H 1.1), or the classes and unvegetated areas (can include open water or mudflats) is high, moderate, low, or none. *If you have four or more plant classes or three classes and open water, the rating is always high.*



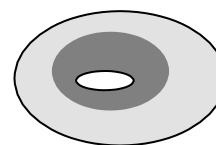
None = 0 points



Low = 1 point

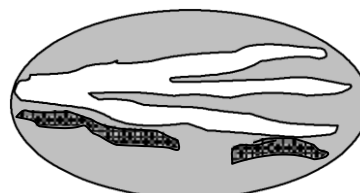
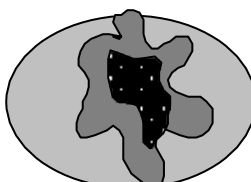
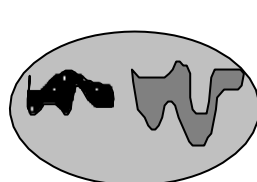


Moderate = 2 points



1

All three diagrams in this row are **HIGH** = 3points



Wetland name or number A

H 1.5. Special habitat features: Check the habitat features that are present in the wetland. <i>The number of checks is the number of points.</i> ☒ Large, downed, woody debris within the wetland (> 4 in diameter and 6 ft long). ☒ Standing snags (dbh > 4 in) within the wetland ☐ Undercut banks are present for at least 6.6 ft (2 m) and/or overhanging plants extends at least 3.3 ft (1 m) over a stream (or ditch) in, or contiguous with the wetland, for at least 33 ft (10 m) ☐ Stable steep banks of fine material that might be used by beaver or muskrat for denning (> 30 degree slope) OR signs of recent beaver activity are present (<i>cut shrubs or trees that have not yet weathered where wood is exposed</i>) ☐ At least ¼ ac of thin-stemmed persistent plants or woody branches are present in areas that are permanently or seasonally inundated (<i>structures for egg-laying by amphibians</i>) ☐ Invasive plants cover less than 25% of the wetland area in every stratum of plants (<i>see H 1.1 for list of strata</i>)		2
Total for H 1	Add the points in the boxes above	6

Rating of Site Potential If score is: 15-18 = H 7-14 = M X 0-6 = L

Record the rating on the first page

H 2.0. Does the landscape have the potential to support the habitat functions of the site?

H 2.1. Accessible habitat (include <i>only habitat that directly abuts wetland unit</i>). Calculate: % undisturbed habitat <u>0</u> + [(<u>3.8</u>% moderate and low intensity land uses)/2] <u>1.9</u> = <u>1.9</u>% If total accessible habitat is: > 1/3 (33.3%) of 1 km Polygon points = 3 20-33% of 1 km Polygon points = 2 10-19% of 1 km Polygon points = 1 < 10% of 1 km Polygon points = 0		0
H 2.2. Undisturbed habitat in 1 km Polygon around the wetland. Calculate: % undisturbed habitat <u>4.8</u> + [(<u>3.8</u>% moderate and <u>6.2</u>% low intensity land uses)/2] <u>5</u> = <u>9.8</u>% Undisturbed habitat > 50% of Polygon points = 3 Undisturbed habitat 10-50% and in 1-3 patches points = 2 Undisturbed habitat 10-50% and > 3 patches points = 1 Undisturbed habitat < 10% of 1 km Polygon points = 0		0
H 2.3. Land use intensity in 1 km Polygon: If > 50% of 1 km Polygon is high intensity land use points = (- 2) ≤ 50% of 1 km Polygon is high intensity points = 0		-2
Total for H 2	Add the points in the boxes above	-1

Rating of Landscape Potential If score is: 4-6 = H 1-3 = M X < 1 = L

Record the rating on the first page

H 3.0. Is the habitat provided by the site valuable to society?

H 3.1. Does the site provide habitat for species valued in laws, regulations, or policies? <i>Choose only the highest score that applies to the wetland being rated.</i> Site meets ANY of the following criteria: points = 2 ☒ It has 3 or more priority habitats within 100 m (see next page) ☐ It provides habitat for Threatened or Endangered species (any plant or animal on the state or federal lists) ☐ It is mapped as a location for an individual WDFW priority species ☐ It is a Wetland of High Conservation Value as determined by the Department of Natural Resources ☐ It has been categorized as an important habitat site in a local or regional comprehensive plan, in a Shoreline Master Plan, or in a watershed plan Site has 1 or 2 priority habitats (listed on next page) within 100 m points = 1 Site does not meet any of the criteria above points = 0		2
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Rating of Value If score is: X 2 = H 1 = M 0 = L

Record the rating on the first page

WDFW Priority Habitats

Priority habitats listed by WDFW (see complete descriptions of WDFW priority habitats, and the counties in which they can be found, in: Washington Department of Fish and Wildlife. 2008. Priority Habitat and Species List. Olympia, Washington. 177 pp. <http://wdfw.wa.gov/publications/00165/wdfw00165.pdf> Error! Hyperlink reference not valid. <http://wdfw.wa.gov/conservation/phs/list/>Error! Hyperlink reference not valid.

Count how many of the following priority habitats are within 330 ft (100 m) of the wetland unit: **NOTE:** *This question is independent of the land use between the wetland unit and the priority habitat.*

☐ **Aspen Stands:** Pure or mixed stands of aspen greater than 1 ac (0.4 ha).

☐ **Biodiversity Areas and Corridors:** Areas of habitat that are relatively important to various species of native fish and wildlife (*full descriptions in WDFW PHS report*).

☐ **Herbaceous Balds:** Variable size patches of grass and forbs on shallow soils over bedrock.

☐ **Old-growth/Mature forests:** Old-growth west of Cascade crest – Stands of at least 2 tree species, forming a multi-layered canopy with occasional small openings; with at least 8 trees/ac (20 trees/ha) > 32 in (81 cm) dbh or > 200 years of age. Mature forests – Stands with average diameters exceeding 21 in (53 cm) dbh; crown cover may be less than 100%; decay, decadence, numbers of snags, and quantity of large downed material is generally less than that found in old-growth; 80-200 years old west of the Cascade crest.

☒ **Oregon White Oak:** Woodland stands of pure oak or oak/conifer associations where canopy coverage of the oak component is important (*full descriptions in WDFW PHS report p. 158 – see web link above*).

☒ **Riparian:** The area adjacent to aquatic systems with flowing water that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other.

☐ **Westside Prairies:** Herbaceous, non-forested plant communities that can either take the form of a dry prairie or a wet prairie (*full descriptions in WDFW PHS report p. 161 – see web link above*).

☒ **Instream:** The combination of physical, biological, and chemical processes and conditions that interact to provide functional life history requirements for instream fish and wildlife resources.

☐ **Nearshore:** Relatively undisturbed nearshore habitats. These include Coastal Nearshore, Open Coast Nearshore, and Puget Sound Nearshore. (*full descriptions of habitats and the definition of relatively undisturbed are in WDFW report – see web link on previous page*).

☐ **Caves:** A naturally occurring cavity, recess, void, or system of interconnected passages under the earth in soils, rock, ice, or other geological formations and is large enough to contain a human.

☐ **Cliffs:** Greater than 25 ft (7.6 m) high and occurring below 5000 ft elevation.

☐ **Talus:** Homogenous areas of rock rubble ranging in average size 0.5 - 6.5 ft (0.15 - 2.0 m), composed of basalt, andesite, and/or sedimentary rock, including riprap slides and mine tailings. May be associated with cliffs.

☒ **Snags and Logs:** Trees are considered snags if they are dead or dying and exhibit sufficient decay characteristics to enable cavity excavation/use by wildlife. Priority snags have a diameter at breast height of > 20 in (51 cm) in western Washington and are > 6.5 ft (2 m) in height. Priority logs are > 12 in (30 cm) in diameter at the largest end, and > 20 ft (6 m) long.

Note: All vegetated wetlands are by definition a priority habitat but are not included in this list because they are addressed elsewhere.

Wetland name or number A

CATEGORIZATION BASED ON SPECIAL CHARACTERISTICS

Wetland Type	Category
<i>Check off any criteria that apply to the wetland. Circle the category when the appropriate criteria are met.</i>	
SC 1.0. Estuarine wetlands Does the wetland meet the following criteria for Estuarine wetlands? — The dominant water regime is tidal, — Vegetated, and — With a salinity greater than 0.5 ppt Yes – Go to SC 1.1 No = Not an estuarine wetland	
SC 1.1. Is the wetland within a National Wildlife Refuge, National Park, National Estuary Reserve, Natural Area Preserve, State Park or Educational, Environmental, or Scientific Reserve designated under WAC 332-30-151? Yes = Category I No - Go to SC 1.2	Cat. I
SC 1.2. Is the wetland unit at least 1 ac in size and meets at least two of the following three conditions? — The wetland is relatively undisturbed (has no diking, ditching, filling, cultivation, grazing, and has less than 10% cover of non-native plant species. (If non-native species are <i>Spartina</i> , see page 25) — At least ¾ of the landward edge of the wetland has a 100 ft buffer of shrub, forest, or un-grazed or unmowed grassland. — The wetland has at least two of the following features: tidal channels, depressions with open water, or contiguous freshwater wetlands. Yes = Category I No = Category II	Cat. I Cat. II
SC 2.0. Wetlands of High Conservation Value (WHCV) SC 2.1. Has the WA Department of Natural Resources updated their website to include the list of Wetlands of High Conservation Value? Yes – Go to SC 2.2 No – Go to SC 2.3 SC 2.2. Is the wetland listed on the WDNR database as a Wetland of High Conservation Value? Yes = Category I No = Not a WHCV SC 2.3. Is the wetland in a Section/Township/Range that contains a Natural Heritage wetland? http://www1.dnr.wa.gov/nhp/refdesk/datasearch/wnhpwetlands.pdf Error! Hyperlink reference not valid. Yes – Contact WNHP/WDNR and go to SC 2.4 No = Not a WHCV SC 2.4. Has WDNR identified the wetland within the S/T/R as a Wetland of High Conservation Value and listed it on their website? Yes = Category I No = Not a WHCV	Cat. I
SC 3.0. Bogs Does the wetland (or any part of the unit) meet both the criteria for soils and vegetation in bogs? <i>Use the key below. If you answer YES you will still need to rate the wetland based on its functions.</i> SC 3.1. Does an area within the wetland unit have organic soil horizons, either peats or mucks, that compose 16 in or more of the first 32 in of the soil profile? Yes – Go to SC 3.3 No – Go to SC 3.2 SC 3.2. Does an area within the wetland unit have organic soils, either peats or mucks, that are less than 16 in deep over bedrock, or an impermeable hardpan such as clay or volcanic ash, or that are floating on top of a lake or pond? Yes – Go to SC 3.3 No = Is not a bog SC 3.3. Does an area with peats or mucks have more than 70% cover of mosses at ground level, AND at least a 30% cover of plant species listed in Table 4? Yes = Is a Category I bog No – Go to SC 3.4 NOTE: If you are uncertain about the extent of mosses in the understory, you may substitute that criterion by measuring the pH of the water that seeps into a hole dug at least 16 in deep. If the pH is less than 5.0 and the plant species in Table 4 are present, the wetland is a bog. SC 3.4. Is an area with peats or mucks forested (> 30% cover) with Sitka spruce, subalpine fir, western red cedar, western hemlock, lodgepole pine, quaking aspen, Engelmann spruce, or western white pine, AND any of the species (or combination of species) listed in Table 4 provide more than 30% of the cover under the canopy? Yes = Is a Category I bog No = Is not a bog	Cat. I

Wetland name or number A

SC 4.0. Forested Wetlands Does the wetland have at least <u>1 contiguous acre</u> of forest that meets one of these criteria for the WA Department of Fish and Wildlife's forests as priority habitats? <i>If you answer YES you will still need to rate the wetland based on its functions.</i> — Old-growth forests (west of Cascade crest): Stands of at least two tree species, forming a multi-layered canopy with occasional small openings; with at least 8 trees/ac (20 trees/ha) that are at least 200 years of age OR have a diameter at breast height (dbh) of 32 in (81 cm) or more. — Mature forests (west of the Cascade Crest): Stands where the largest trees are 80- 200 years old OR the species that make up the canopy have an average diameter (dbh) exceeding 21 in (53 cm). Yes = Category I No = Not a forested wetland for this section	Cat. I
SC 5.0. Wetlands in Coastal Lagoons Does the wetland meet all of the following criteria of a wetland in a coastal lagoon? — The wetland lies in a depression adjacent to marine waters that is wholly or partially separated from marine waters by sandbanks, gravel banks, shingle, or, less frequently, rocks — The lagoon in which the wetland is located contains ponded water that is saline or brackish (> 0.5 ppt) during most of the year in at least a portion of the lagoon (<i>needs to be measured near the bottom</i>) Yes – Go to SC 5.1 No = Not a wetland in a coastal lagoon SC 5.1. Does the wetland meet all of the following three conditions? — The wetland is relatively undisturbed (has no diking, ditching, filling, cultivation, grazing), and has less than 20% cover of aggressive, opportunistic plant species (see list of species on p. 100). — At least ¾ of the landward edge of the wetland has a 100 ft buffer of shrub, forest, or un-grazed or un-mowed grassland. — The wetland is larger than 1/10 ac (4350 ft²) Yes = Category I No = Category II	Cat. I Cat. II
SC 6.0. Interdunal Wetlands Is the wetland west of the 1889 line (also called the Western Boundary of Upland Ownership or WBUO)? <i>If you answer yes you will still need to rate the wetland based on its habitat functions.</i> In practical terms that means the following geographic areas: - X Long Beach Peninsula: Lands west of SR 103 — Grayland-Westport: Lands west of SR 105 — Ocean Shores-Copalis: Lands west of SR 115 and SR 109 Yes – Go to SC 6.1 No = not an interdunal wetland for rating SC 6.1. Is the wetland 1 ac or larger and scores an 8 or 9 for the habitat functions on the form (rates H,H,H or H,H,M for the three aspects of function)? Yes = Category I No – Go to SC 6.2 SC 6.2. Is the wetland 1 ac or larger, or is it in a mosaic of wetlands that is 1 ac or larger? Yes = Category II No – Go to SC 6.3 SC 6.3. Is the unit between 0.1 and 1 ac, or is it in a mosaic of wetlands that is between 0.1 and 1 ac? Yes = Category III No = Category IV	Cat I Cat. II Cat. III Cat. IV
Category of wetland based on Special Characteristics If you answered No for all types, enter "Not Applicable" on Summary Form	N/A

Wetland name or number A

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BANK USE PLAN

August 18, 2022



Kevanna Park Meadows *Vancouver/Clark County, WA*

Prepared for
Ginn Development
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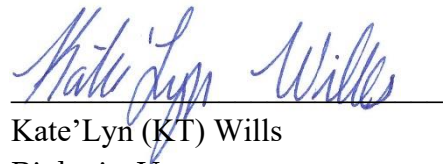
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SIGNATURE PAGE

The information and data in this report were compiled and prepared under the supervision and direction of the undersigned.

A handwritten signature in blue ink, reading "Sara Hastings", written over a horizontal line.

Sara Hastings
Biologist I

A handwritten signature in blue ink, reading "Kate'Lyn Wills", written over a horizontal line.

Kate'Lyn (KT) Wills
Biologist V

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RESPONSIBLE PARTIES

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INTRODUCTION

Ecological Land Services, Inc. (ELS) prepared this Bank Use Plan on behalf of the applicant, Ginn Development, for the development of a 33-lot planned development of single-family detached homes in the City of Vancouver (CoV), Clark County, Washington. The approximately 6-acre project site is located within a portion of Section 16, Township 2 North, Range 2 East, of the Willamette Meridian (Figure 1).

The project will result in 0.106 acres (4,625 sq. ft.) of indirect Category III wetland impacts. Mitigation will consist of purchasing 0.053 credits from the Terrace Mitigation Bank (TMB) to:

- 1) Compensate for indirect wetland impacts to a Category III wetland and
- 2) Ensure no net loss of ecological functions

This Bank Use Plan was prepared according to the City of Vancouver Municipal Code (VMC), *Chapter 20.740 Critical Areas Protection* (2021), the Interagency Review Team (IRT) for Washington State's Guidance Paper, *Using Credits from Wetland Mitigation Banks: Guidance to Applicants on Submittal Contents for Bank Use Plans* (2009), the Washington State Department of Ecology (Ecology) *Wetland Mitigation in Washington State* (2006), and the U.S. Army Corps of Engineers' (Corps) *Compensatory Mitigation for Losses of Aquatic Resources* (33 C.F.R. §332 (2008)).

PROPOSED DESCRIPTION

PROJECT LOCATION

The project site consists of Clark County Tax Parcel 159850000 located at the terminus of NE 46th Street, in Vancouver, Washington. The approximately 6-acre project site is located within a portion of Section 16, Township 2 North, Range 2 East, of the Willamette Meridian (Figure 1).

PROPOSED DEVELOPMENT

The applicant is proposing the development of a 33-lot planned development for single-family detached homes. This will require clearing, grading, leveling of the site, installing utilities, constructing a stormwater facility, frontage street improvements, constructing a 4-foot wide pervious walking path (wood chips), and a required road extension/alignment of NE 46th Street per the City of Vancouver (CoV). Construction activities associated with the road extension and alignment of NE 46th Street, and the pedestrian sidewalk will result in a total of 0.106 acres (4,625 sq. ft.) of indirect wetland impacts due to insufficient buffer width (Figure 3). Due to the proposed development adjacent to the wetland and buffer consisting of public sidewalks, permanent fencing will be installed to discourage disturbance of the wetland buffer from human and pet use. Additionally, signage that reads "The area beyond this sign is a wetland or wetland buffer. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information" will be placed every 50 feet along the permanent fencing.

Additional critical area impacts from the proposed development of single-family homes includes impacts to the riparian buffer (RB) of Burnt Bridge Creek and one Oregon white oak that must be removed to install the required NE 46th Street extension and alignment. Mitigation for the RB and

Oregon white oak impacts will include onsite enhancement. For more information regarding RB and oak impacts and onsite mitigation, please refer to *Kevanna Park Meadows Critical Areas Report and Stream Mitigation Plan* (ELS 2022).

Further wetland impacts will be avoided and minimized by utilizing best management practices (BMPs) including installing silt fencing along the outer buffer boundary, applying native grass seed to disturbed areas not being paved when grading is complete, and making a water truck available to prevent dust blowing during construction. The development area will be cleared of vegetation and levelled prior to construction. Additional BMPs are discussed in the *Avoidance and Minimization Section* of the *Kevanna Park Meadows Critical Areas Report and Stream Mitigation Plan* (ELS 2022). Construction is anticipated to start upon receipt of permits.

EXISTING CONDITIONS

EXISTING AND SURROUNDING LAND USES

The 6-acre site is zoned as “Low Density Residential-6du/ac (R-6)”. The project site is currently vacant containing no structures and is accessed at the terminus of NE 46th Street. The topography of the site is generally flat, but slopes down from east to west dropping approximately nine feet in elevation. Burn Bridge Creek, a Type F (fish bearing) stream, flows westerly along the northern parcel boundary and continues offsite. Flow was evident during the site visit on June 29, 2022. The stream channel is approximately five feet wide and two feet below the top of the bank (Figure 2). One wetland, Wetland A, was delineated in the central eastern portion of the site within a topographic depression. Wetland A is composed of forested and scrub-shrub vegetation communities and has no discernible outlet, receiving the majority of its hydrology from runoff originating from uplands. The project site consists mainly of pasture grass that is mowed annually, with scrub-shrub and herbaceous vegetation along the stream at the northern property boundary and forested with scrub-shrub vegetation within the wetland. Additionally, an existing trail circumnavigates the project site. The properties to the north and northeast contain an apartment complex with 100 or more units and Kevanna Park. Properties to the east and south of the project site consist of single-family residences, while the site is bordered to the west by Highway Interstate 205 (I-205) and I-205 Exit to NE 122nd Ave (Figure 2).

LANDSCAPE POSITION

The Washington State Department of Ecology’s Water Quality Atlas maps the project site in Watershed Resource Inventory Areas (WRIA) 28-Salmon-Washougal within the Burnt Bridge Creek 12-digit Hydrologic Unit Code (HUC): 170800030101. The project site lies within the service area of TMB, and approximately 2.5 miles southwest of the TMB location.

CRITICAL AREAS DESCRIPTIONS

ELS completed a critical areas assessment for the project site on June 29, 2022, to make determinations about the presence or absence of critical areas. ELS delineated one wetland and identified five Oregon white oaks. PLS Engineering determined the ordinary high water mark (OHWM) of Burnt Bridge Creek and mapped the driplines of the oaks. All critical areas flagging was surveyed by PLS Engineering. For details regarding existing conditions of Burnt Bridge Creek and the Oregon white oak, please refer to *The Kevanna Park Meadows Critical Areas Report and Stream Buffer Mitigation Plan* (ELS 2022).

Wetland A

Wetland A is a Category III forested and scrub-shrub, depressional wetland totaling approximately 0.118 acres. The wetland/upland boundary is characterized by an obvious change in vegetation and in elevation. The wetland vegetation onsite is dominated by quaking aspen, Oregon ash, Nootka rose, slough sedge, curly dock, and reed canarygrass. Wetland hydrology likely comes from a shallow groundwater table, runoff, and precipitation. Hydroperiods include seasonally flooded and occasionally flooded. According to the *Washington State Wetland Rating System for Western Washington: 2014 Update* (Rating System); Wetland A is a Category III wetland with 18 points; scoring 7 points for water quality functions, 6 points for hydrologic functions, and 5 points for habitat functions.

Wetland Buffers

Standard wetland buffers are based on wetland category and habitat function score from the Rating System in conjunction with the proposed land use intensity (VMC 20.740.140(C)(1)(b)). Wetland A is a Category III wetland with a low habitat score of 5. According to VMC Table 20.740.140-5, Category III wetlands with a low habitat score and a proposed high intensity land use are determined to have an 80-foot buffer. Table 1 summarizes the wetland onsite.

Table 1. Summary of Wetlands Onsite.

Critical Area	Category¹/Cowardin²/ HGM³	Size/Canopy Area	Buffer Width⁴
Wetland A	III/Forested, Scrub-shrub/Depressional	0.118 acres (5,143 sq. ft.)	80 feet

¹Hruby 2014, ²Cowardin et al. 1979, ³NRCS 2008, ⁴VMC Table 20.740.140-5

AVOIDANCE AND MINIMIZATION OF IMPACTS

This plan describes a series of measures that will be implemented to avoid, minimize, and compensate for indirect impacts to wetland A. Allowed uses and activities within the wetland and wetland buffer per VMC discussed in this report include:

- Direct impacts to Wetland A are completely avoided.
- Indirect impacts to Wetland A are minimized to the greatest extent practicable through the implementation of best management practices (BMPs).
- Indirect impacts to Wetland A will be satisfied by purchasing 0.053 bank credits at Terrace Mitigation Bank.

Avoidance Measures

Avoiding impacts to critical areas and priority habitat were the primary consideration during the project's design. Indirect wetland impacts to Wetland A could not be completely avoided due to the required road construction and alignment per the City of Vancouver. The proposed lot layout for the buildings has gone through several revisions to avoid direct wetland impacts. All impacts that could not be avoided during the design process can be fully compensated to result in no net loss of ecological function.

Minimization Measures

In addition to the avoidance measures made possible by the preliminary lot redesign, the following minimization measures and BMPs will further reduce impacts to the wetland and minimize habitat disruption beyond the extent required to undertake the proposal. The minimization measures are as follows:

- Install temporary construction fencing as needed around the mitigation and construction areas.
- Install permanent fencing between the sidewalk and the wetland buffer.
- Grading to occur during the dry season to minimize surface runoff.
- Best management practices, including, applying native grass seed to temporarily disturbed areas, stabilizing work area entrances via installation of gravel, and making a water truck available to prevent wind erosion and dust blowing during construction.
- Buffer reduction techniques have been implemented to minimize indirect impacts to Wetland A.
- Road runoff associated with the proposed road construction will be routed to the proposed stormwater facility onsite.
- Permanent fencing will be installed after construction along Wetland A's buffer, and signs will be installed at 50-foot intervals affixed to the fencing that will read, "The area beyond this sign is a wetland or wetland buffer. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information" according to VMC 20.740.140(C)(1)(c)(iv).

Compensation Measures

To reduce the total indirect wetland impacts, the wetland buffer will be reduced as allowed by the VMC. The land use intensity will be reduced from high to moderate through site design measures, translating to a buffer reduction from 80 feet down to 60 feet per VMC 20.740.140 (C)(1)(b)(iii)(B). To accommodate the required road construction, indirect wetland impacts are unavoidable. A total of 0.106 acres (4,625 sq ft) indirect impacts to Wetland A are proposed due to insufficient buffer width (Figure 3). The applicant proposes that mitigation for indirect wetland impacts will be satisfied by purchasing 0.053 credits at Terrace Mitigation Bank.

UNAVOIDABLE WETLAND IMPACT ACREAGE

The installation of NE 46th Avenue will result in 0.106 acres (4,625 sq. ft.) of indirect wetland impacts to Wetland A due to insufficient buffer width (Figure 3). All indirect wetland impacts will be compensated for via credit purchase at the Terrace Mitigation Bank. Table 4 summarizes proposed critical area impacts.

Table 2. Summary of Critical Area Impacts.

Critical Area	Category ¹ / Cowardin Class ² / HGM Class ³	Impact Type	Impact Amount
Wetland A	III/Forested, Scrub-shrub/Depressional	Indirect	0.106 acres (4,625 sq. ft.)

¹Hruby 2014, ²Cowardin et al. 1979, ³NRCS 2008

IMPACTED WETLAND FUNCTIONS

Wetland functions were assessed based on the Rating System. Indirect impacts as described in Table 2 will result in a loss of available habitat area and reduced wetland functions. Wetlands and their buffers provide habitat opportunity for forage, refuge, mobility, and thermal protection. Additionally, buffers help screen the wetland from adjacent developments blocking noise, providing visual separation, and providing protection from other human disturbances (Castelle et al 1992). Depressional wetlands provide groundwater detention functions, and their buffers help reduce impacts to wetland functions by moderating the effects of stormwater runoff, stabilizing soil to prevent erosion, filtering runoff, and moderating water level fluctuations. The remaining buffer surrounding Wetland A will continue to provide some screening from surrounding development, and because direct wetland fill was avoided, Wetland A will continue to provide groundwater recharge and detention functions.

Water Quality Functions

Wetland A provides a moderate level of water quality functions because Wetland A has no outlet and has persistent ungrazed plants covering greater than half the area. Greater than 10 percent of the area within 150 feet of the wetland generates pollutants. The wetland has a moderate value to society due to its ability to improve water quality because of an aquatic resource in the basin on the 303(d) list. Additionally, there is a total maximum daily load (TMDL) in development for the site. Vegetation onsite consists of regularly mowed grasses which have a low potential to slow the velocity of surface runoff, therefore indirect wetland impacts resulting from insufficient buffer width will be minimal. Best management practices will be in place prior to construction to prevent sedimentation or other water-quality impacts to Wetland A.

Hydrologic Functions

Wetland A provides a moderate level of hydrologic functions due to the wetland having greater than a quarter of the area within the contributing basin where land uses generate excess surface runoff. A change to hydroperiods in Wetland A is unlikely as runoff from the surrounding uplands is not Wetland A's main source of hydrology and the groundwater table will continue to support wetland hydrology. Surface flooding problems are known to exist in a sub-basin farther down-gradient.

Habitat Functions

Wetland A has a low potential to provide wildlife habitat due to being comprised of only two Cowardin classes and having only two hydroperiods: seasonally flooded and occasionally flooded. Additionally, Wetland A has a moderate richness of plant species and a low interspersions of habitats which reduces the number of available ecological niches. The proposed development will result in minimal habitat function loss as accessibility of habitat provided by the wetland and its buffer to other wetlands or forested areas in the local vicinity is limited by the adjacent highway, community park, residential land uses, and paved roads that decrease the suitability for different guilds of wildlife. Fauna that likely occur on the project site include birds and rodents. The landscape potential is low due to the degree of accessibility of adjacent undisturbed habitat.

MITIGATION SITE SELECTION RATIONALE

The wetland proposed for impact is located within the service area for the Terrace Mitigation Bank. The project site is located approximately 2.5 miles southwest of the Bank site near the central portion of the Burnt Bridge Creek watershed (Figure 4). The proposed indirect wetland impacts lie within the Middle Burnt Bridge Creek sub-watershed which is within the central portion of the service area. The 0.106 acres of proposed indirect wetland impacts will be mitigated by purchasing credits from Terrace Mitigation Bank at ratios specified in the Terrace Mitigation Bank's Mitigation Banking Instrument (MBI) for impacts to Category III wetlands (2017).

Rationale for selecting this mitigation bank is as follows:

- The development project does not propose impacts to critical wetland functions that should be replaced onsite. The impacted habitat functions can be fully replaced within the Bank site.
- The wetland mitigation needs of the project correspond directly with the purpose, goals, and objectives of the Bank, as the general Bank goal is to restore approximately 89.15 acres of self-sustaining, diverse forest, scrub-shrub, and emergent wetland habitat. This restoration will be accomplished through re-establishment of a native emergent wetland plant community, and re-establishment of hydrology through the disabling of the drain tiles throughout the Bank site.

The 2008 *Compensatory Mitigation for Losses of Aquatic Resources, Final Rule* (Corps) recommends purchasing mitigation bank credits for ecological considerations (lower risk of failure and lower temporal loss of resources and services) and to avoid the maintenance and contingency issues and outright failures that often accompany permittee-responsible mitigation sites. Use of the Terrace Mitigation Bank substantially lowers the risk of failure and temporal loss of resource functions and services over newly established, permittee-responsible mitigation sites. Offsite mitigation will be more meaningful and beneficial to the watershed. As described below, the functional lift anticipated in the Terrace Mitigation Bank will adequately compensate for any wetland or buffer functions lost by this project.

WETLAND FUNCTIONS PROVIDED AT MITIGATION BANK

The general goal of the Bank is to restore approximately 89.15 acres of self-sustaining, diverse forest, scrub-shrub, and emergent wetland habitat, similar to pre-agricultural conditions.

The primary ecological goals of Terrace Mitigation Bank consist of:

- Re-establishing hydrology through the disabling of the drain tiles throughout the site;
- Establishing a native historic forested, scrub-shrub, and emergent wetland plant community in re-established and rehabilitated wetland areas;
- Establishing a native upland scrub-shrub plant community in the upland buffer area within the BPA easement;
- Reshaping of incised stream banks to reconnect the stream to its floodplain and existing wetlands;
- Enhancement of the riparian area along Burnt Bridge Creek by removing invasive species and planting native trees and shrubs to increase shading and lower water temperatures, and provide improved habitat structure and diversity;

- Removing an existing culvert crossing at the west property boundary to improve stream flow, and;
- Removing existing invasive species and preventing the establishment of invasive species throughout the Bank site.

A wetland functions assessment was performed for the Bank, which was based on the water quality, hydrology, and habitat functions identified in the *Rating System* (Hruby 2014).

Water Quality

Water quality functions will be significantly improved over current conditions by replacing the existing disturbed wetland vegetation with forested, scrub-shrub, and emergent persistent vegetation that can trap sediments and pollutants, and the increased inundation resulting from disabling the drain tiles will increase the wetland's ability to provide denitrification.

Additionally, the Bank site itself directly contributes agricultural runoff high in sediment and herbicides. Establishment of the Bank will allow onsite agricultural practices to cease, eliminating the potential for chemical contaminants to enter the downstream watershed from the site. The resulting overall score for the wetland unit improving water quality functions is high (9 points), which reflects a 3 point increase over baseline conditions.

Hydrology

Currently, groundwater, runoff, and flood water from Burnt Bridge Creek within the Bank site is quickly and effectively conveyed downstream through the extensive drain tile system. Once the drain tiles are disabled, water will be impounded for a much longer duration than current conditions, and groundwater storage will be increased, improving the site's hydrologic function. This will supplement summer base flows within Burnt Bridge Creek, buffer peak flows during flood events, reduce offsite flooding, reduce erosion, provide temperature regulation within the Burnt Bridge Creek during the summer, and recharge groundwater.

By increasing groundwater levels at the Bank site through disabling drain tiles, it will have an effect of "mounding" the groundwater. This adds downward pressure on the groundwater as well as increased storage due to the highly absorbent peat soils. Therefore, it should not be assumed that a groundwater elevation increase at the Bank site only benefits Burnt Bridge Creek Watershed hydrologically. Once the tiles are disabled, the flow path of the shallower groundwater will not only be lateral to Burnt Bridge Creek but also vertical and downward to the larger aquifer within the Upper Troutdale Formation (that bisects and discharges to both Burnt Bridge Creek and Lacamas Watersheds), thus providing hydrological improvements to areas well outside of the Bank boundary. The resulting overall score for the wetland unit improving hydrologic functions is moderately high (7 points), which reflects a 3 point increase over baseline conditions.

Wildlife Habitat

The majority of the Bank site currently contains limited habitat for wildlife. The wetlands onsite are low quality wetlands within managed agricultural fields. Within the Bank site, Burnt Bridge Creek consists of a ditched, incised channel with very little native riparian vegetation, and provides less than ideal conditions for resident fish. The Oregon white oak woodland adjacent to the northeast portion of the Bank provides some adjacent priority habitat for the Bank, but this habitat

has been impacted by the construction of residential and commercial structures and associated impervious surfaces, invasive species, and competition and succession by Douglas-fir (*Pseudotsuga menziesii*). The woodland area is currently disconnected from the existing wetlands by the historic and existing agricultural use of the majority of the Bank site.

The site plan will provide diverse wetland habitat for a variety of large and small mammals, song birds, waterfowl, amphibians, and insects. The addition of trees and shrubs along Burnt Bridge Creek will provide temperature regulation, cover, leaf litter, all important to the overall health of the stream system. Large woody material incorporated within the Bank site, in the form of horizontal logs and snags, and habitat features such as bird boxes and perch poles will provide additional areas for perching and nesting habitat for avian species. The resulting overall score for the wetland unit providing wildlife habitat functions is moderately high (7 points), which reflects a 2 point increase over baseline conditions.

ANTICIPATED FUNCTIONAL LIFT

The Bank site will re-establish high quality wetlands and associated wildlife habitat where there is currently a mostly barren, drained agricultural field, providing for significant overall functional lift. Wetlands onsite are expected to be rated as Category I wetlands post-construction (20 years following final mitigation site work and plantings, in contrast to the majority of onsite wetlands which are currently considered Category IV wetlands. The overall functional lift (an increase of 7 to 8 wetland rating points) provided by the post-construction wetlands is reflected in the change (lift) in wetland rating score from the baseline conditions of the four existing Category III, and fourteen Category IV wetlands with the post-construction wetlands scoring 23 points (Category I wetland), and the existing wetlands scoring 15 or 16 total points (Category IV or Category III wetland).

The Bank site location within the landscape and overall design will provide a significant ecological benefit not only to the immediate, surrounding area, but throughout a large portion of the watershed. The post-construction Bank site will consist of a forested, scrub-shrub, and emergent depressional flow-through wetland system that contain the headwaters of a perennial stream. As a whole, the Bank site will provide variety of water regimes, vegetation interspersions, and habitat features which will provide diverse habitat opportunity for wildlife. The re-established wetlands will also increase flood storage, improve water quality, help prevent downstream erosion, recharge groundwater to supplement low summer flows and keep summer water temperatures cooler, similar to pre-agricultural conditions.

WETLAND FUNCTIONS NOT MITIGATED AT MITIGATION BANK

The Bank site is designed to have an overall functional lift in all its baseline water quality, hydrology, and habitat functions over time raising them from their existing low moderate to high functions. Terrace Mitigation Bank will adequately mitigate for all habitat functions permanently impacted by the proposed development of 33 residential lots and required road construction/alignment.

PROPOSED MITIGATION CREDITS

Table 3 is taken from the Terrace Mitigation Bank MBI and lists the recommended credit ratios for purchasing credits based on the impacted resource category.

Table 3. Credits Recommended for Wetland and Buffer Impacts at TMB.

Resource Impact	Bank Credits: Impact Area
Category I Wetland	Case-by-case
Category II Wetland	1.2:1
Category III Wetland	1:1
Category IV Wetland	0.85:1
Critical Area Buffer	Case-by-case

Per Table 3, direct impacts to a Category III wetland are to be mitigated at a 1:1 ratio. For the 0.106 acres of indirect impacts due to insufficient buffer width, a multiplier of 50 percent (0.50:1) is proposed based on the rationale that indirect impacts can be adequately compensated for by using 50 percent of the banks required ratio for direct wetland impacts. Indirect impacts adversely affect the ability of a wetland to provide functions and values which the wetland provided prior to disturbance. Examples are changes in drainage characteristics, changes in water levels, and changes in wetland characteristics. Direct impacts result in immediate changes of hydrological characteristics of a wetland, loss of habitat, loss of flood storage, and loss of nutrient removal or retention. Indirect impacts do not result in these immediate changes, therefore mitigating at 50 percent of the Bank's required ratio for direct impacts is reasonable and scientifically sound. This bank use plan proposes to purchase a total of 0.053 Bank credits to compensate for 0.106 acres of indirect impacts to a Category III wetland. Purchasing 0.053 credits will fully compensate for the proposed indirect impacts and ensure there is no net loss of ecological function. Table 4 details the mitigation ratios used to calculate the number of Bank credits needed to compensate for project impacts.

Table 4. Mitigation Bank Credits Proposed for Project Impacts.

Impacted Resource	Impact Type	Impact Area	Bank Ratio	Impact Multiplier	Proposed Credit Purchase ¹
Category III Wetland A	Permanent /Indirect	0.106 acres (4,625 sq. ft.)	1:1	0.50	0.053

¹ Credit purchase based on acreage totals

CREDIT PURCHASE OR TRANSFER TIMING

Ginn Development will enter into a Buy/Sell Agreement with Terrace Mitigation Bank for purchasing mitigation credits as specified in Table 4 to appropriately mitigate for the proposed project impacts. The actual purchase of credits will occur following permit issuance, and prior to project impacts from the development. In no case shall credits be applied (e.g. debited from the bank) to a receiving (impact) project unless and until permits have been issued for the underlying

activity by the agencies with jurisdiction. Nothing in the mitigation credit Purchase Agreement shall be interpreted or construed to permit any activity that otherwise requires a federal, state, and/or local permit.

CONFIRMATION OF MITIGATION CREDIT AVAILABILITY

Terrace Mitigation Bank, LLC, the Bank Sponsor, has met all the required terms and conditions for the release of mitigation credits from the Terrace Mitigation Bank. Proof of the current number of available mitigation credits at the Terrace Mitigation Bank site can be confirmed by approving agency(s) through the Interagency Review Team.

Interagency Review Team contact information:

Kate Thompson

Washington Department of Ecology
Shorelands and Environmental Assistance
Program
P.O. Box 47600
Olympia, WA 98504
(360) 407-6749
kate.thompson@ecy.wa.gov

Suzanne Anderson

US Army Corps of Engineers
Regulatory Branch, Seattle District
PO Box 3755
Seattle, WA 98124
206-764-3708
Suzanne.L.Anderson@usace.army.mil

REFERENCES

- Castelle, A.J., C. Conolly, M. Emers, E.D. Metz, S. Meyer, M. Witter, S. Mauermann, T. Erickson, S.S. Cooke. 1992. *Wetland Buffers: Use and Effectiveness*. Adolfsen Associates, Inc., Shorelands and Coastal Zone Management Program, Washington Department of Ecology, Olympia, Pub. No. 92-10.
- City of Vancouver. 2021. *Vancouver Municipal Code (VMC)*, Chapter 20.740.140 *Wetlands*. Vancouver, Washington.
- Cowardin, L.M., C. Carter, F.C. Golet, and E.T. LaRoe. 1979. *Classification of Wetlands and Deepwater Habitats of the United States*. FWS/OBS-78/31. U.S. Department of the Interior, Fish and Wildlife Service, Office of Biological Services, Washington D.C.
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- Ecological Land Services, Inc. (ELS). 2022. *Critical Areas Report and Stream Buffer Mitigation Plan, Vancouver, Washington*. August 2022.
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FIGURES

8/18/2022 11:25 AM C:\Users\Jennifer\Box\EL\SWA\Clark\Kavanaugh\2671.30-Kavanaugh Park Meadows\2671.30-Figures CAD Only\2671.30_DL.dwg Jennifer

WASHINGTON

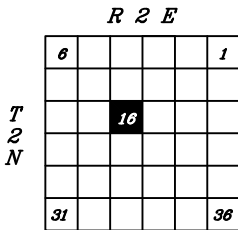


PROJECT SITE

Latitude: 45.6553°

Longitude: -122.5664°

LOCATION MAP



NOTE:

Quadrangle topographic map from USGS.

PROJECT VICINITY MAP

0 52
SCALE IN MILES



BANK SITE

PROJECT SITE

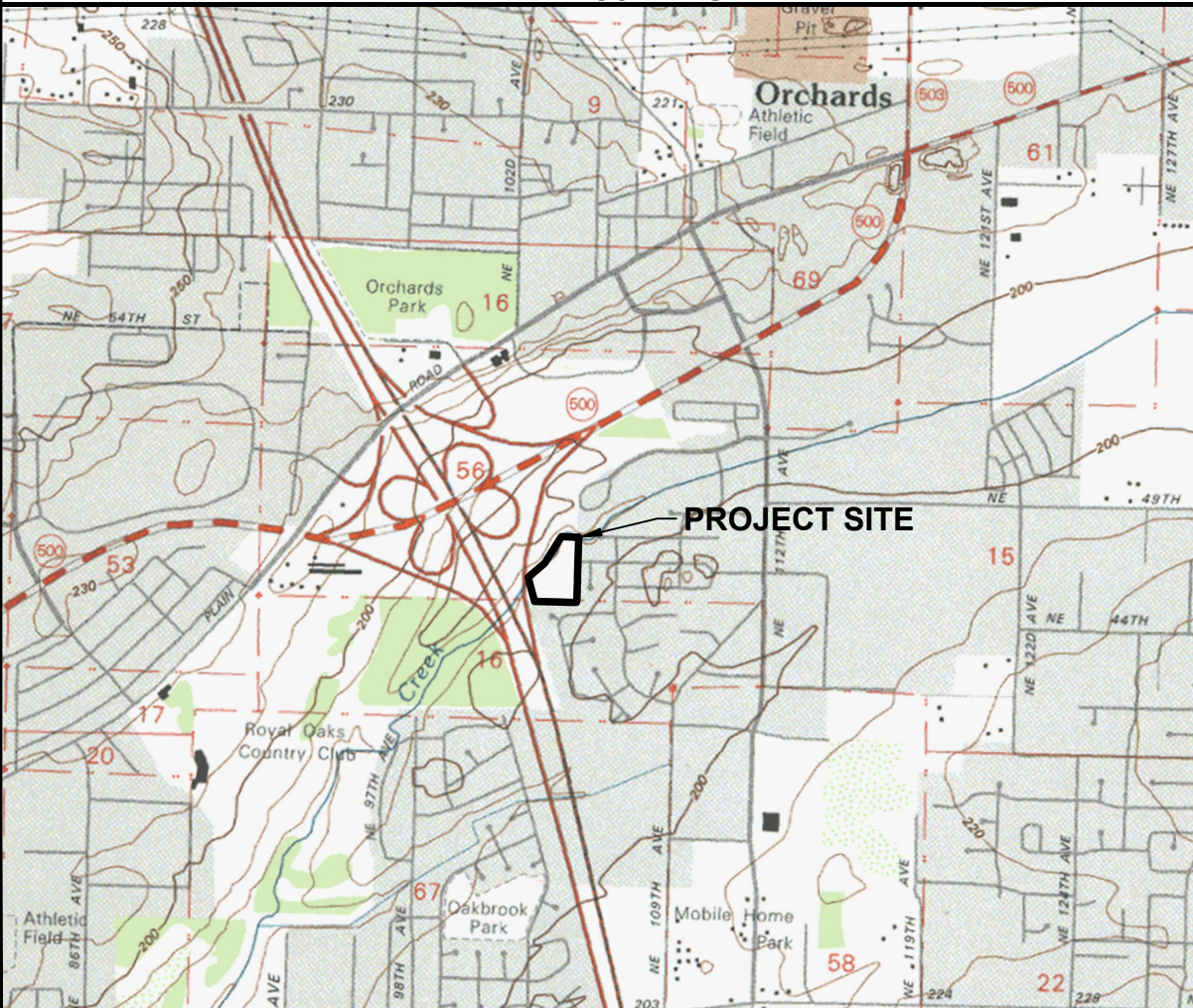


Figure 1

VICINITY MAP

Kavanaugh Park Meadows

Ginn Development

City of Vancouver, Clark County, Washington
Section 16, Township 2N, Range 2E, W.M.

DATE: 8/18/22

DWN: JKJ

REQ. BY: SH

PRJ. MGR: SH

CHK: LH

PROJECT NO: 2671.30

1157 3rd Ave., Suite 220A
Longview, WA 98632

Phone: (360) 578-1371

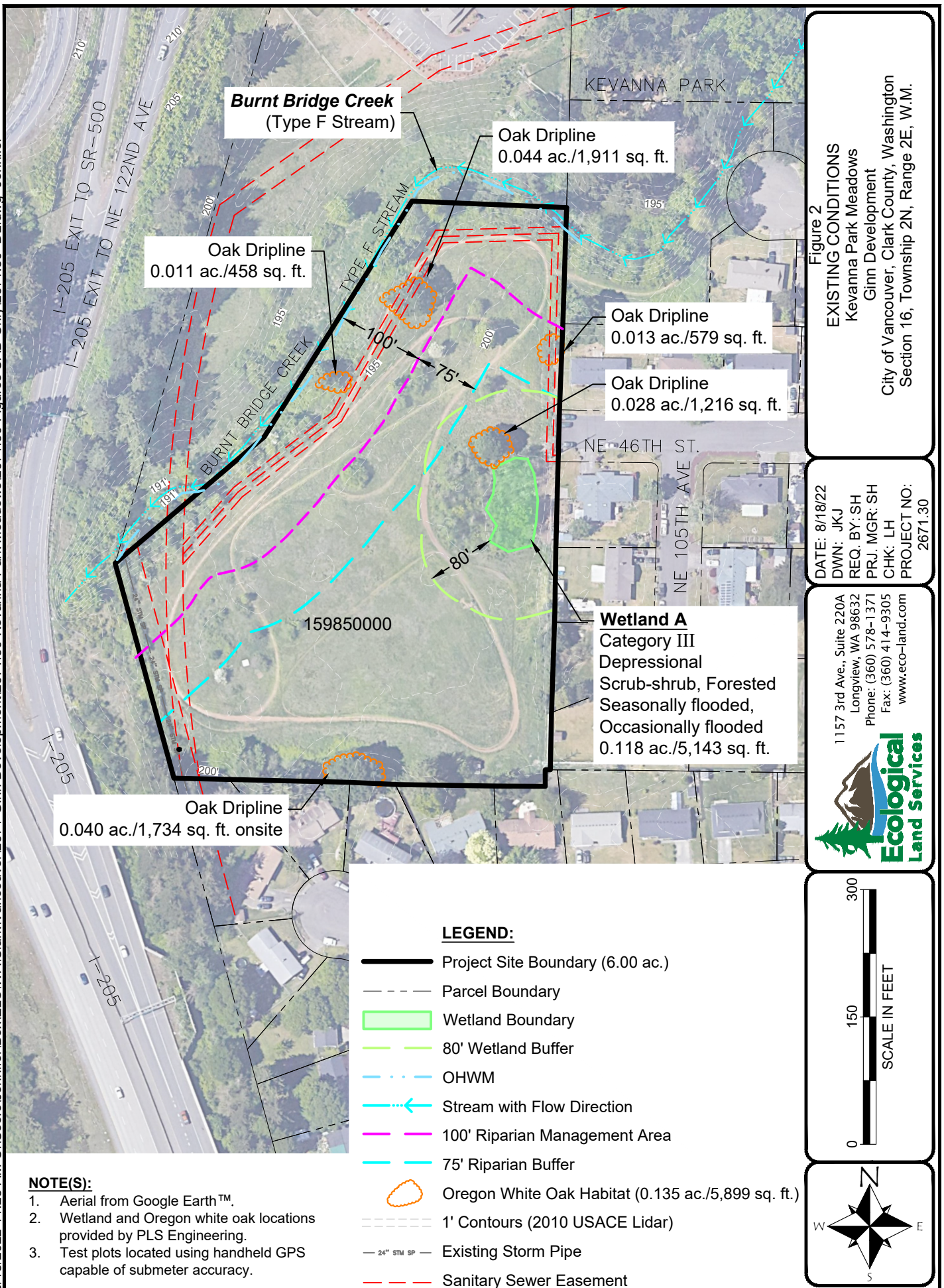
Fax: (360) 414-9305

www.eco-land.com



0 2000 4000
SCALE IN FEET





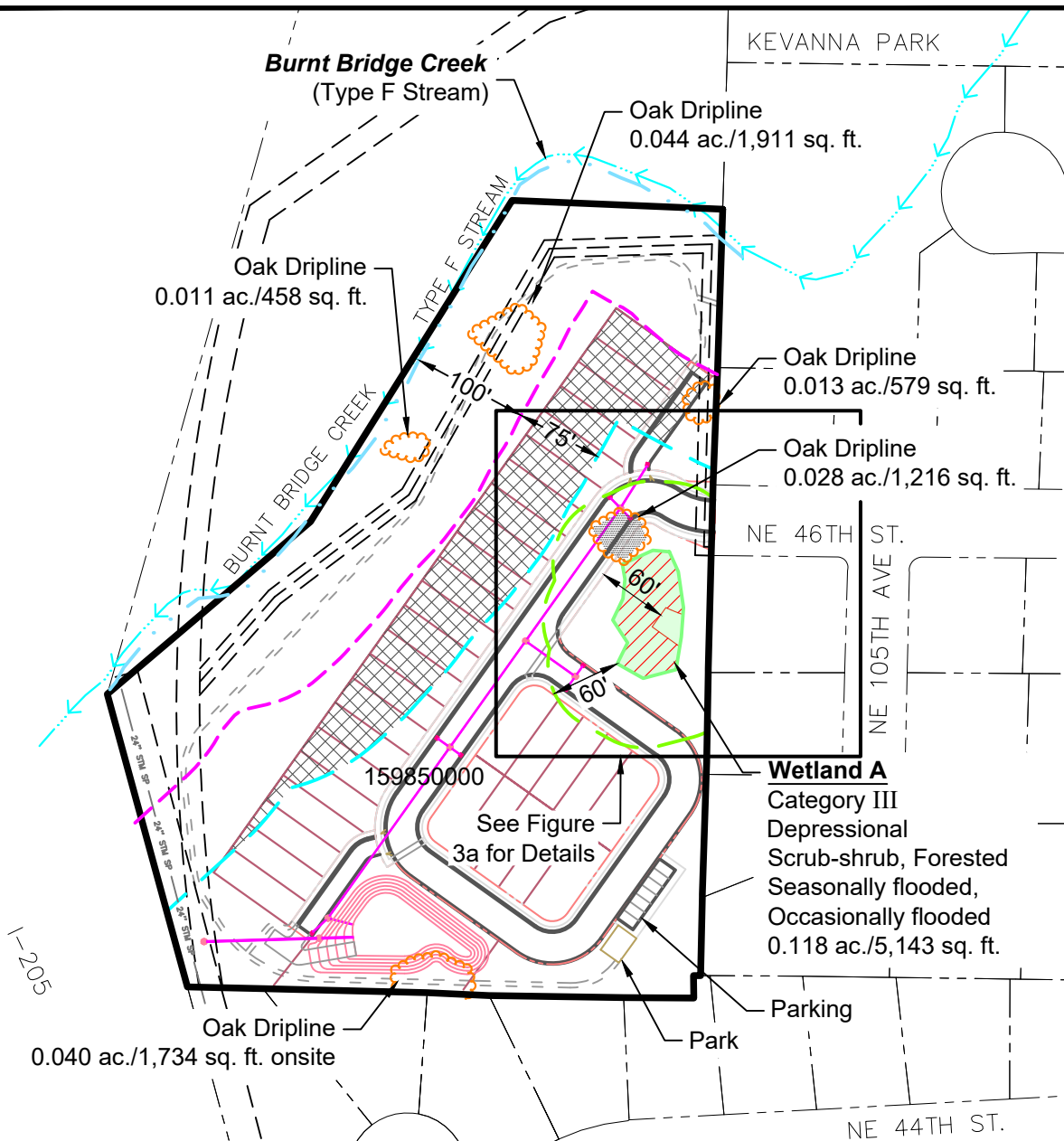
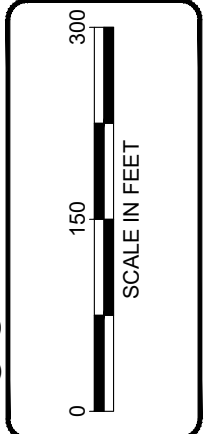


Figure 3
PROPOSED CONDITIONS
 Kevanna Park Meadows
 Ginn Development
 City of Vancouver, Clark County, Washington
 Section 16, Township 2N, Range 2E, W.M.

DATE: 8/18/22
 DWN: JKJ
 REQ. BY: SH
 PRJ. MGR: SH
 CHK: LH
 PROJECT NO:
 2671.30

1157 3rd Ave., Suite 220A
 Longview, WA 98632
 Phone: (360) 578-1371
 Fax: (360) 414-9305
 www.eco-land.com

Ecological Land Services



LEGEND:

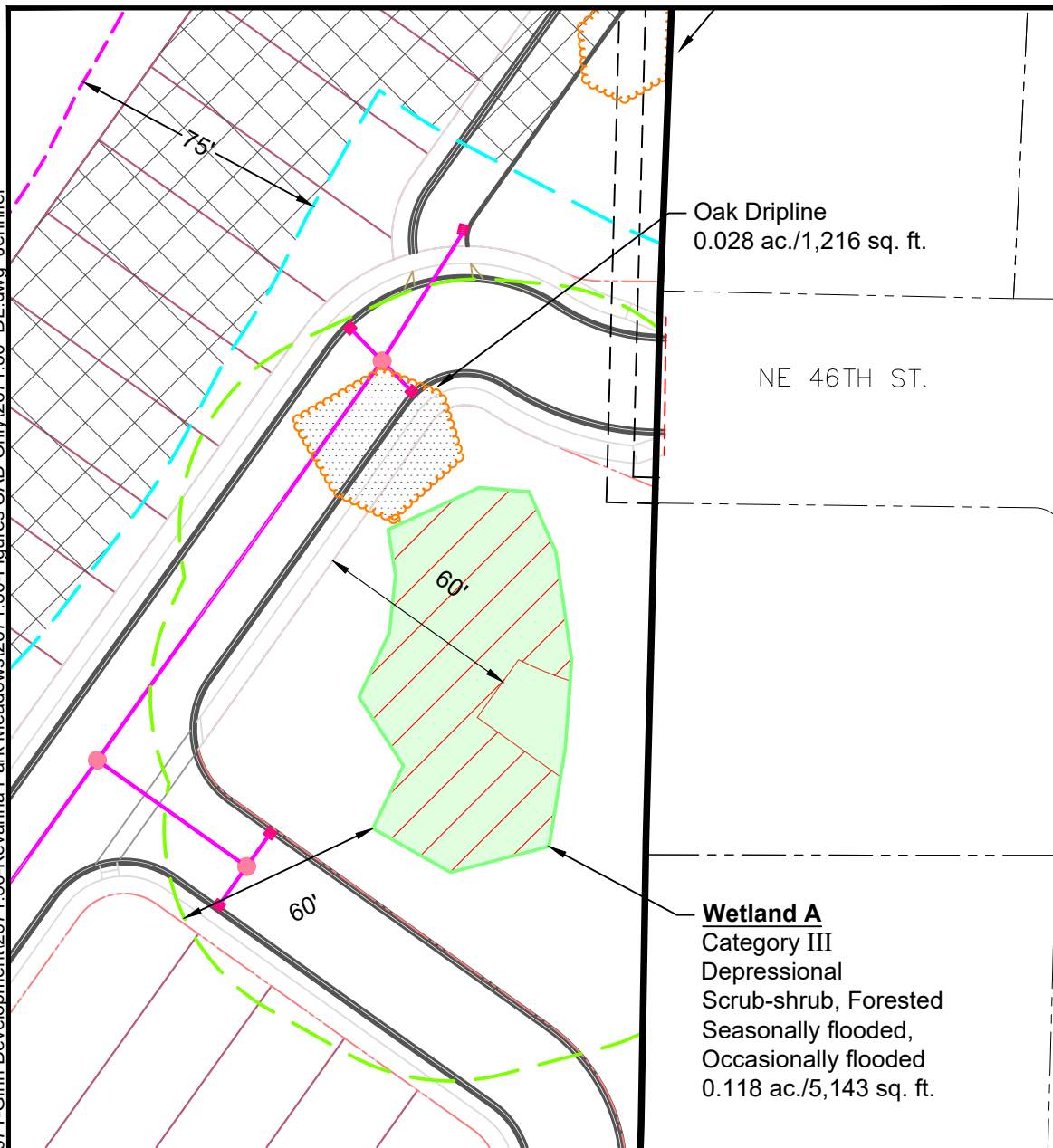
- Project Site Boundary (6.00 ac.)
- - - Parcel Boundary
- Wetland Boundary
- 60' Reduced Wetland Buffer
- OHWM
- Stream with Flow Direction
- 100' Riparian Management Area
- 75' Riparian Buffer
- Oregon White Oak Habitat (0.135 ac./5,899 sq. ft.)
- 24" STM SP Existing Storm Pipe
- Sanitary Sewer Easement

LEGEND (cont.):

- Proposed Lots
- Proposed Trail
- Proposed Road ROW
- Proposed Sidewalk
- Proposed Playground
- Proposed Storm Pond
- Proposed Storm Pond Outfall Pipe
- Indirect Wetland Impact (0.106 ac./4,625 sq. ft.)
- Riparian Buffer Impact (0.760 ac./33,098 sq. ft.) (See Critical Areas Report and Stream Buffer Mitigation Plan for Mitigation Details)
- Oak Dripline Impact (0.028 ac./1,216 sq. ft.) (See Critical Areas Report and Stream Buffer Mitigation Plan for Mitigation Details)

NOTE(S):

1. Wetland and Oregon white oak locations provided by PLS Engineering.
2. Site plan from PLS Engineering (August 17, 2022).



LEGEND:

- Project Site Boundary (6.00 ac.)
- Parcel Boundary
- Wetland Boundary
- 60' Reduced Wetland Buffer
- 100' Riparian Management Area
- 75' Riparian Buffer
- Oregon White Oak Habitat (0.135 ac./5,899 sq. ft.)

LEGEND (cont.):

- Proposed Lots
- Proposed Trail
- Proposed Road ROW
- Proposed Sidewalk
- Proposed Stormwater Pipe
- Indirect Wetland Impact (0.106 ac./4,625 sq. ft.)
- Riparian Buffer Impact (0.760 ac./33,098 sq. ft.) (See Critical Areas Report and Stream Buffer Mitigation Plan for Mitigation Details)
- Oak Dripline Impact (0.028 ac./1,216 sq. ft.) (See Critical Areas Report and Stream Buffer Mitigation Plan for Mitigation Details)

NOTE(S):

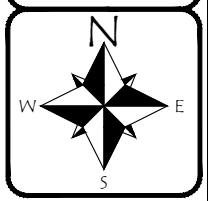
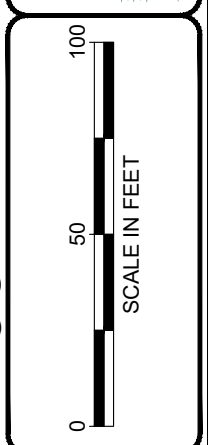
1. Wetland and Oregon white oak locations provided by PLS Engineering.
2. Site plan from PLS Engineering (August 17, 2022).

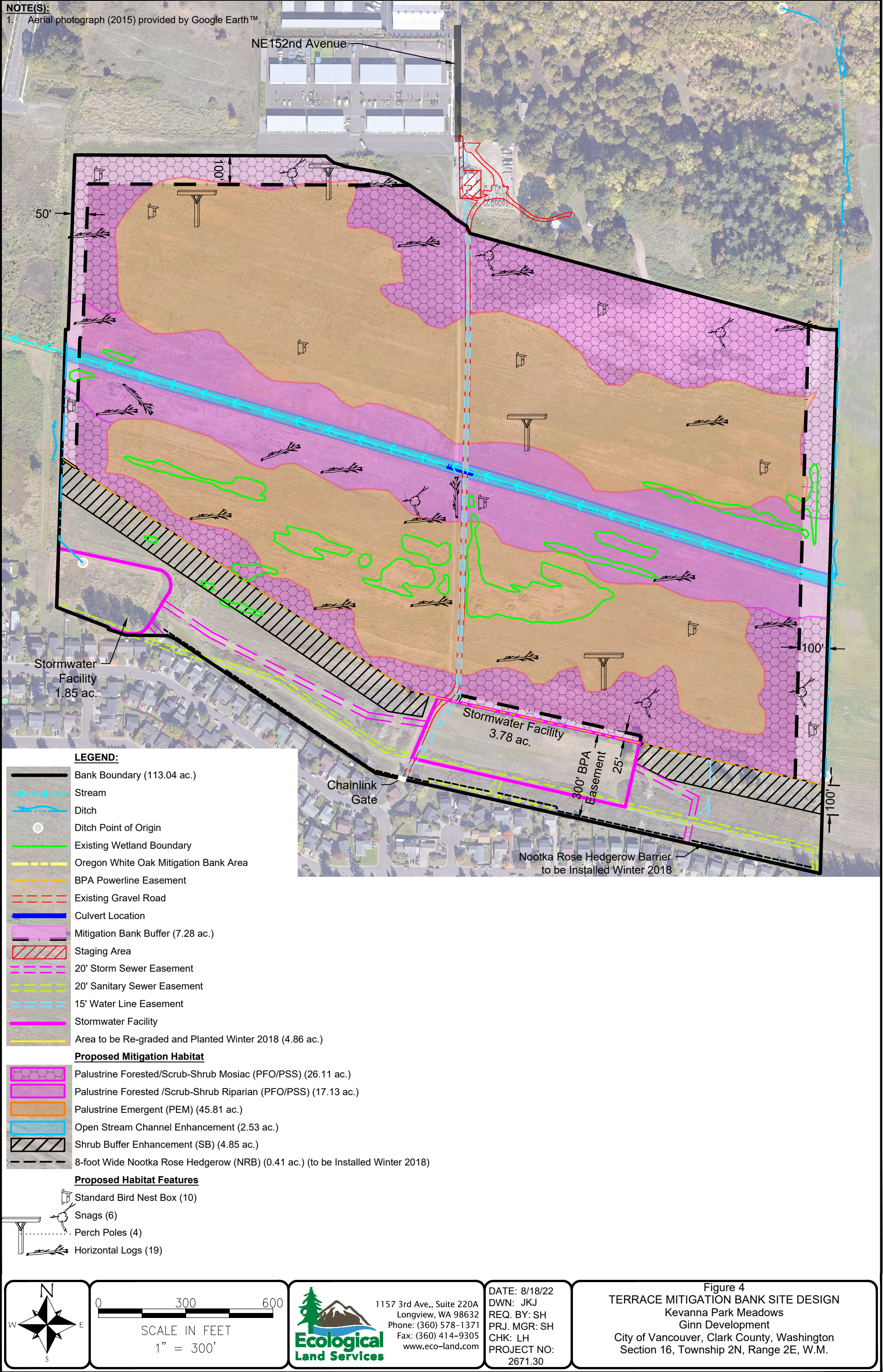
Figure 3a
PROPOSED CONDITIONS DETAIL
 Kevanna Park Meadows
 Ginn Development
 City of Vancouver, Clark County, Washington
 Section 16, Township 2N, Range 2E, W.M.

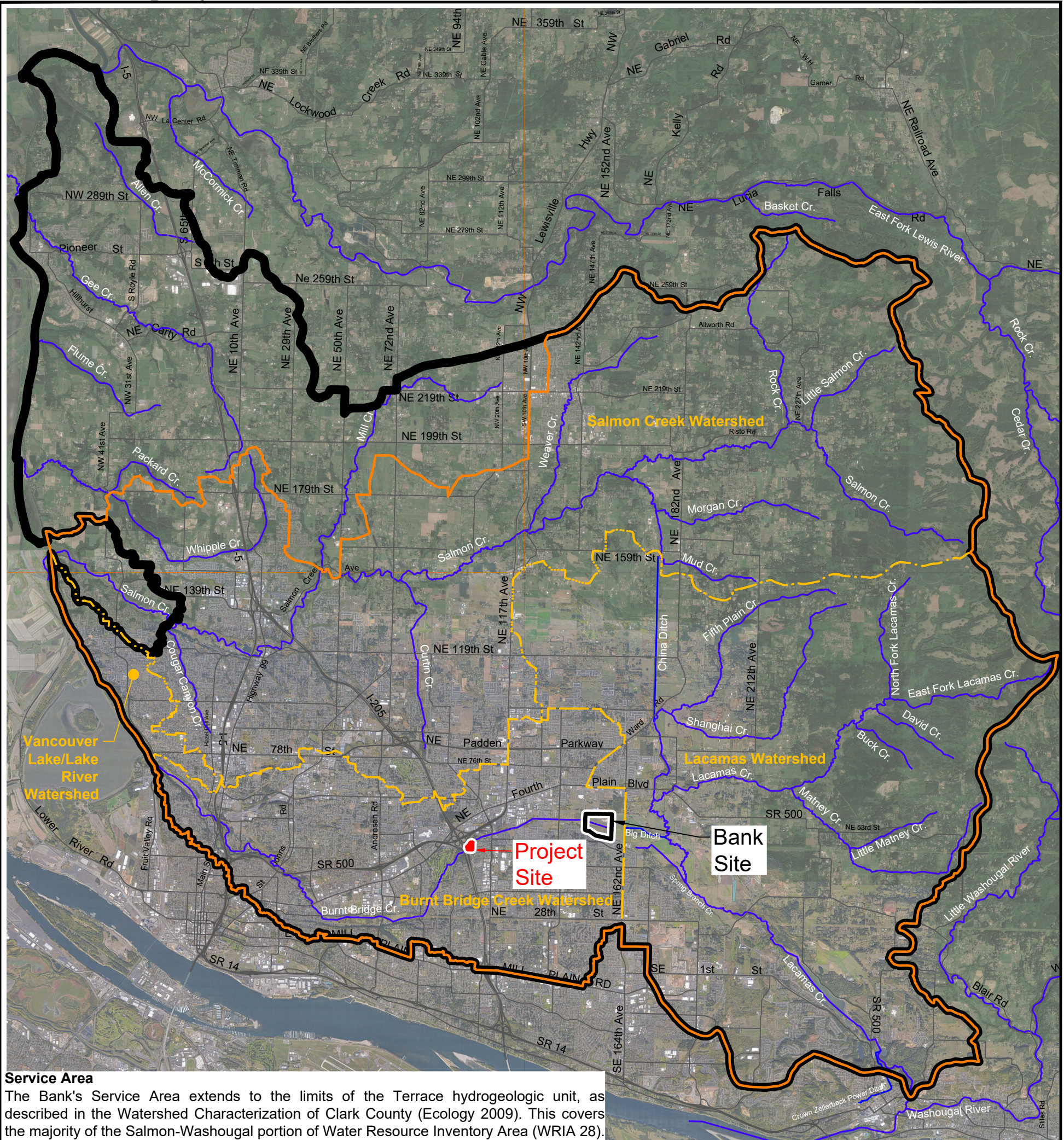
DATE: 8/18/22
 DWN: JKJ
 REQ. BY: SH
 PRJ. MGR: SH
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 2671.30

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 Longview, WA 98632
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 www.eco-land.com

Ecological Land Services







Service Area
The Bank's Service Area extends to the limits of the Terrace hydrogeologic unit, as described in the Watershed Characterization of Clark County (Ecology 2009). This covers the majority of the Salmon-Washougal portion of Water Resource Inventory Area (WRIA 28).

Limits of Terrace Mitigation Bank Service Area	
Northern Limits	Salmon Creek RM 0.60 and 8.96; Upper Whipple Creek, Woodin Creek, and Rock Creek Subwatersheds
Western Limits	Lakeshore and Lower Burnt Bridge Creek Subwatersheds
Southern Limits	Middle Burnt Bridge Creek, Burton Sink, Dwyer Creek, and Lacamas Lake Subwatersheds
Eastern Limits	Matney Creek, Upper Lacamas, and Salmon Creek RM 22.20
Watersheds that are wholly (Lacamas/Burnt Bridge Creek) or partially (Salmon Creek/Vancouver Lake/Lake River) encompassed within the Service Area	Sub-watersheds in Service Area
Lacamas	China Ditch, Lower Fifth Plain, Upper Fifth Plain Creek, Shanghai Creek, Upper Lacamas Creek, Lower Lacamas Creek, Matney Creek, Dwyer Creek, and Lacamas Lake
Burnt Bridge Creek	Lower Burnt Bridge Creek, Middle Burnt Bridge Creek, Upper Burnt Bridge Creek, and Burton Sink
Salmon Creek	Salmon Creek RM 0.60, 3.83, 8.96, 14.66, and 22.20; Cougar Creek, Curtin Creek, Woodin Creek, Morgan Creek, Rock Creek, and Upper Whipple Creek
Vancouver Lake/Lake River	Lakeshore

- LEGEND:**
- Service Area
 - Watershed Boundary
 - Terrace Hydrogeologic Unit
 - Roads
 - Streams

NOTES: Aerial photo from Google Earth™. Subwatershed boundaries from Clark County GIS Department.

1157 3rd Ave., Suite 220A
Longview, WA 98632
Phone: (360) 578-1371
Fax: (360) 414-9305
www.eco-land.com

DATE: 8/18/22
DWN: JKJ
REQ. BY: SH
PRJ. MGR: SH
CHK: LH
PROJECT NO: 2671.30

Figure 5
TERRACE MITIGATION BANK SERVICE AREA
Kevanna Park Meadows
Ginn Development
City of Vancouver, Clark County, Washington
Section 16, Township 2N, Range 2E, W.M.

Kevanna Park Meadows Planned Development PRJ-168078/LUP-82789

Andrew Reule
Senior Planner
Community Development
Dept.



Kevanna Park Meadows Planned Development

PRJ-168078/LUP-82789

Request

- Approval of a 33-lot subdivision and planned development for single-family homes in the R-6 zoning district.



Kevanna Park — 2

Kevanna Park Meadows Planned Development

PRJ-168078/LUP-82789



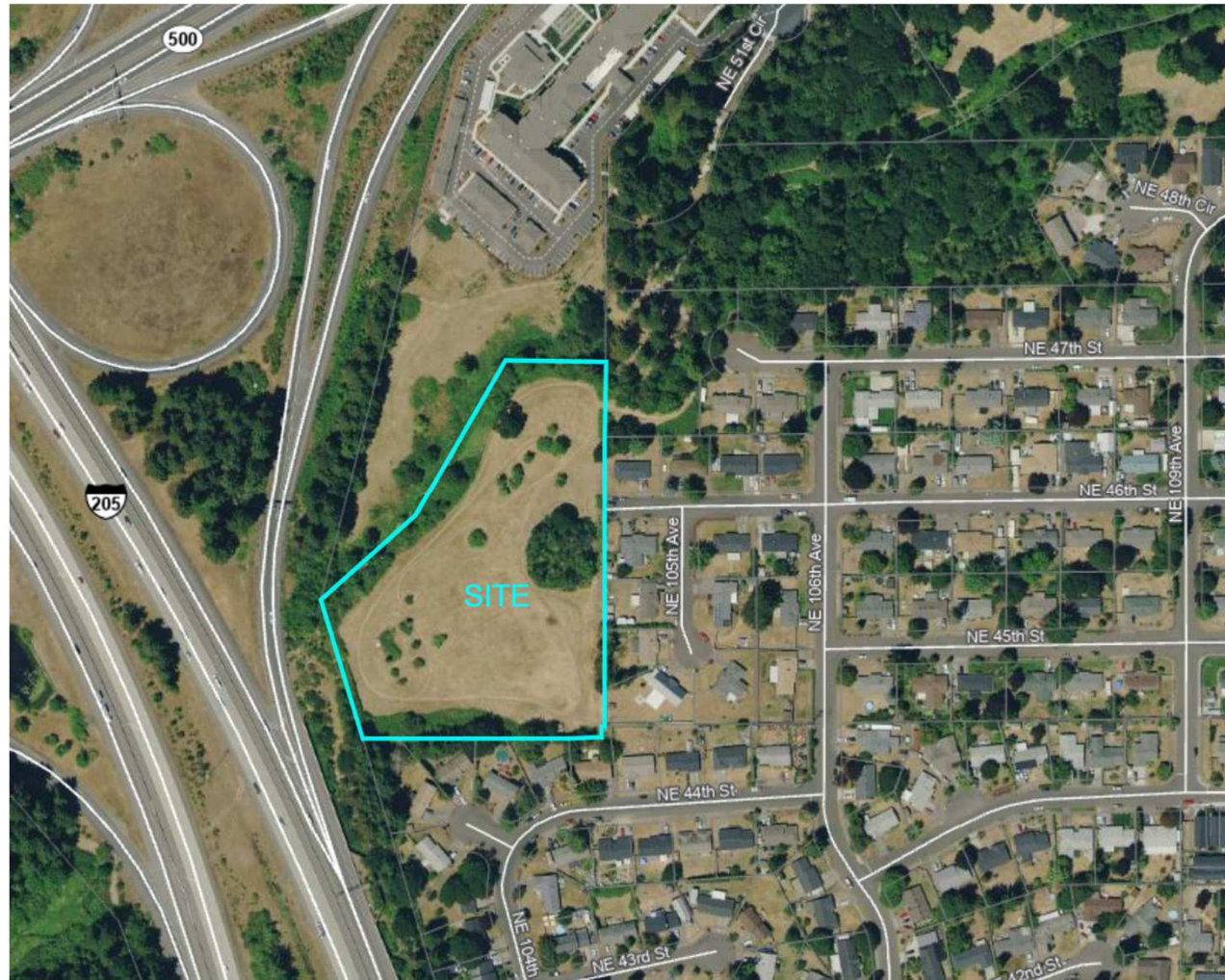
Procedural History

- Notice of Application and SEPA DNS issued Oct. 19, 2022 with 30-day public comment period. One comment from Dept. of Ecology.
- Staff report issued Jan. 3, 2023.
- Public hearing before the Hearing Examiner Jan. 17, 2023.
- Hearing Examiner's final order and recommendation of approval issued Feb. 1, 2023.

Kevanna Park — 3

Kevanna Park Meadows Planned Development

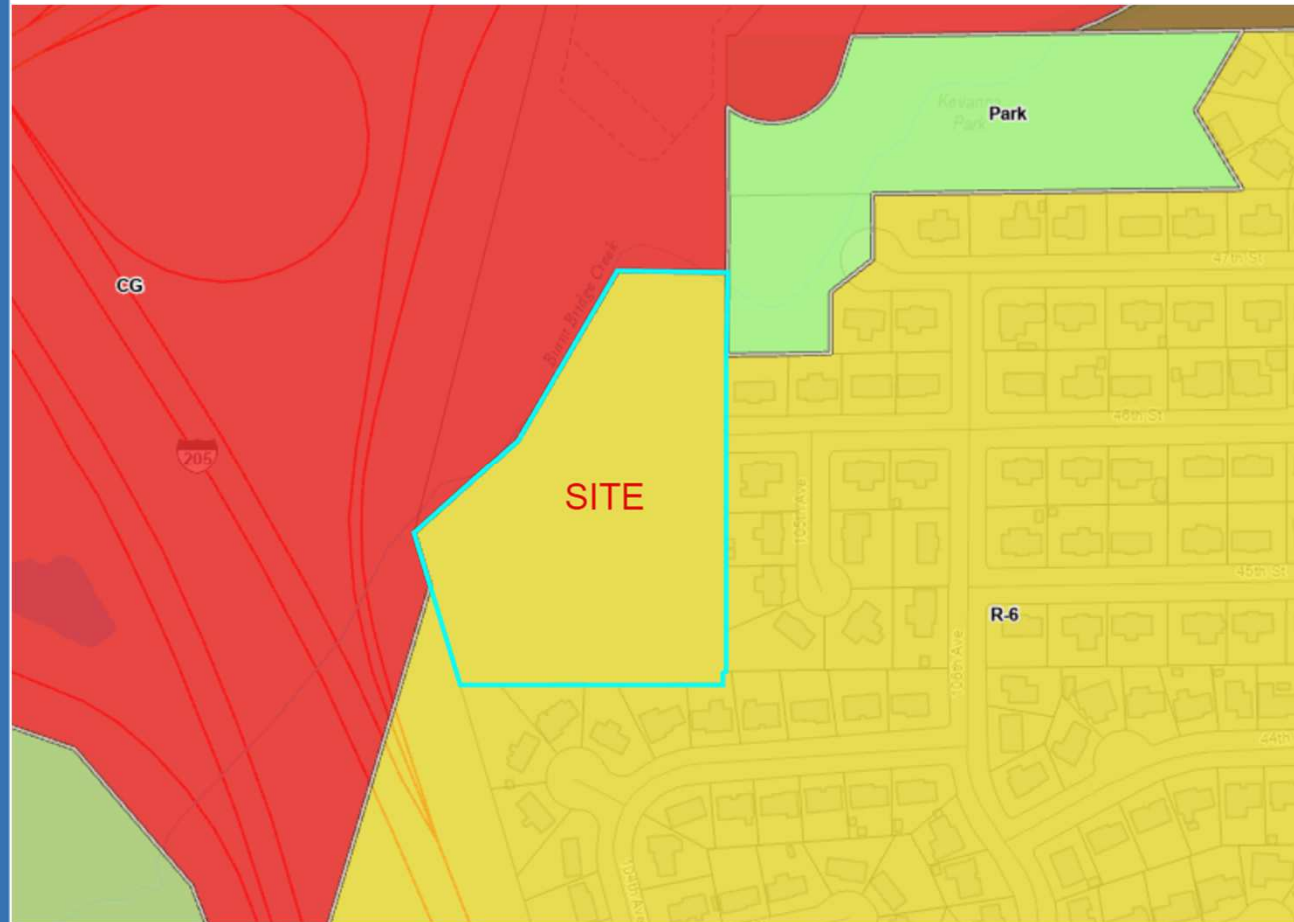
PRJ-168078/LUP-82789



Kevanna Park — 4

Kevanna Park Meadows Planned Development

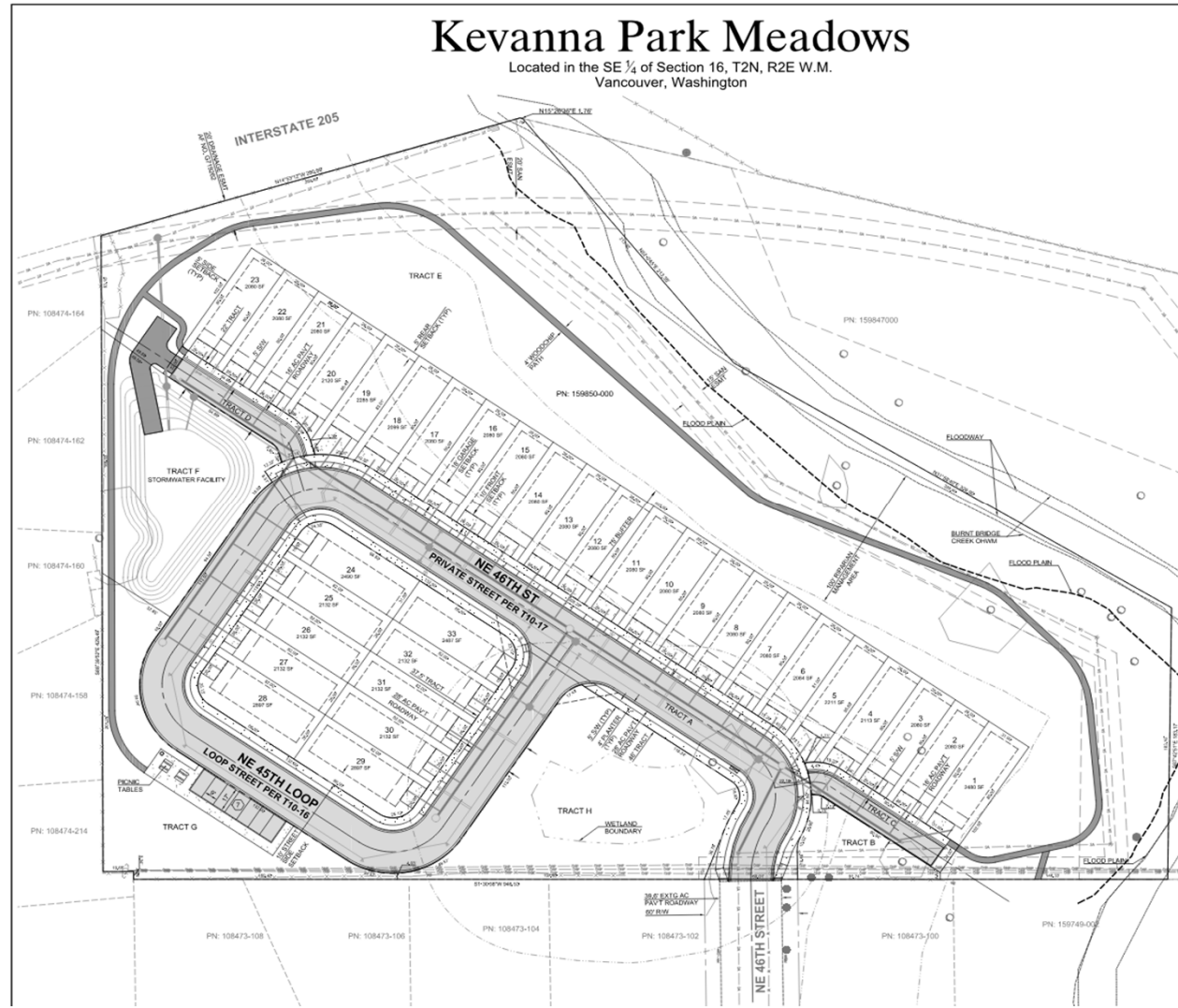
PRJ-168078/LUP-82789



Kevanna Park — 5

Kevanna Park Meadows Planned Development

PRJ-168078/LUP-82789



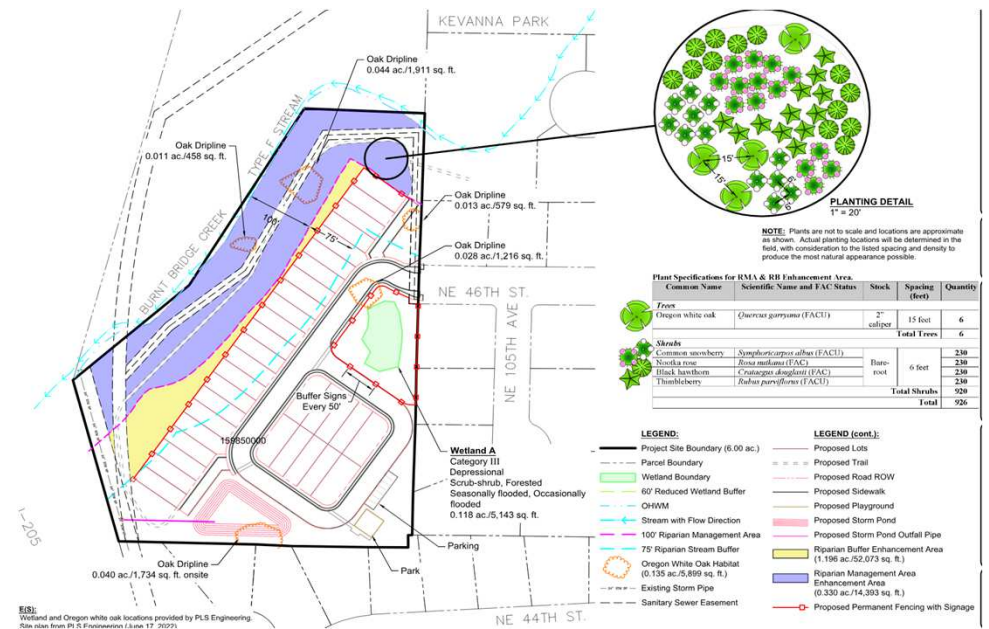
Kevanna Park – 6

Kevanna Park Meadows Planned Development

PRJ-168078/LUP-82789

Critical Areas

- No development proposed within floodplain or Riparian Management Area of Burnt Bridge Creek.
- Riparian Buffer impact of 0.76-acre. Permitted subject to 1.53 acres of mitigation planting.
- Buffer of on-site wetland will be impacted by 4,625 sq. ft. Mitigated through purchase of wetland mitigation bank credits.
- One Oregon white oak removed with mitigation planting of six 2" caliper Oregon white oak.



Kevanna Park — 7

CITY OF
Vancouver
WASHINGTON



Kevanna Park Meadows Planned Development

PRJ-168078/LUP-82789



Recommendation

That the City Council approve the application subject to the conditions noted in the Hearing Examiner's final order and recommendation dated Feb. 1, 2023.

Kevanna Park — 8

KEVANNA PARK MEADOWS



Existing Conditions

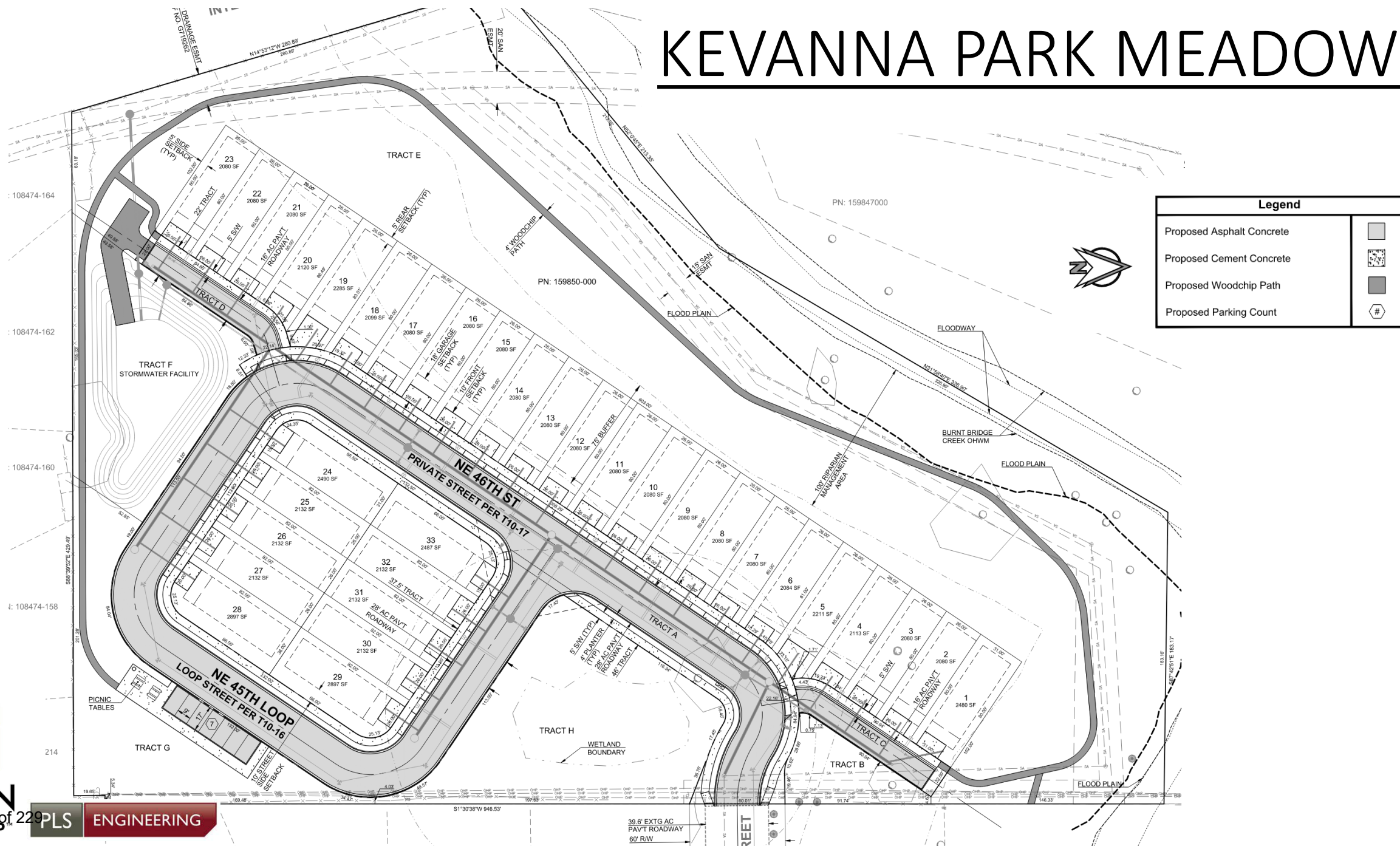


Existing Conditions



Kevanna Park (nearby)
City of Vancouver neighborhood park

KEVANNA PARK MEADOWS



KEVANNA PARK

Conclusions

- All application requirements met
- All applicable approval criteria met

**RECOMMEND APPROVAL, CONSISTENT WITH HEARING
EXAMINER'S FINAL ORDER & RECOMMENDATIONS**



Staff Report: 029-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Stutesman Rezone Proposal

Key Points

- On January 9, 2023, along with other proposals the City Council approved the Stutesman rezone proposal to change the designations on three adjacent properties in the Vancouver Mall neighborhood from Commercial/CC to Urban High Density/R-22.
- Although the mapping in the staff report and presentation was accurate, one parcel number and address was omitted in the ordinance. The accompanying proposed ordinance makes the necessary correction to allow the rezone to be implemented as intended.

Strategic Plan Alignment

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

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

Present Situation

The approved Comprehensive Plan and zone change was for three adjacent properties, which carried four addresses (9309 NE 52nd St, 5204 NE 94th Avenue, 5205 NE 94th Avenue, 5118 NE 94th Avenue) and four assessor serial numbers (159762000, 159801000, 6047575000, 159800000), because one of the properties included two mobile homes. The adopting ordinance only referenced three parcel numbers and three addresses.

Advantage(s)

Effectuates the full comprehensive plan and zone change as intended by the City Council at the January 9, 2023 hearing to include all properties.

Disadvantage(s)

None

Budget Impact

No significant impacts anticipated.

Prior Council Review

Council first reading was held on December 19, 2022, and a public hearing on January 9, 2023, at which Council approved the rezone request.

Action Requested

On February 27, 2023 approve the attached ordinance, setting date of second reading and public hearing for March 6, 2023.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▣ Ordinance
- ▣ Parcel Map

ATTACHMENT A: ORDINANCE FOR CORRECTED STUTESMAN MAP DESIGNATION CHANGE

02/27/23

03/06/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 159762000, 158901000, 604757000, and 159800000, located at 9309 NE 52nd Street, and 5204, 5206 and 5118 NE 94th Avenue, respectively; providing for severability; and providing for an effective date.

WHEREAS, an application for property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver to change the Comprehensive Plan and zoning map designations on said properties from Commercial and CG to Urban High Density Residential and R-22; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July 12 and September 13, 2022, and a duly advertised public hearing on October 11, 2022, and at which the Planning Commission voted 5-0 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on November 14, 2022, a duly advertised first reading on December 19, 2022, and a duly advertised public hearing January 9, 2023 2022, at which the Council voted unanimously to adopt the Planning Commission recommendation for approval; and

WHEREAS, because of an error in the parcel number listings in the original adopting ordinance, the City Council conducted a follow-up duly advertised first reading of a corrected ordinance on February 27, 2023, and a duly advertised public hearing of the corrected ordinance March 6, 2023 2022, at which the Council re-adopted the Planning Commission recommendation for approval; and

ORDINANCE - 1

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunctions with other Comprehensive Plan change applications under consideration in 2022; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on September 22, 2022, and no comments or appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285), Mixed Use Master Plans (VMC 20.430.060) and Development Agreements (VMC 20.250) and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 11, 2022, public hearing, and subsequent deliberation, are hereby adopted as the City Council's findings of fact

Section 2. Comprehensive Plan Map Amendments. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation at tax lots 159762000, 158901000, 604757000, and 159800000, located at 9309 NE 52nd Street, and 5204, 5206 and 5118 NE 94th Avenue, respectively, from Commercial to Urban High Density Residential.

Section 2 Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation at tax lots

ORDINANCE - 2

159762000, 158901000, 604757000, and 159800000, located at 9309 NE 52nd Street, and 5204, 5206 and 5118 NE 94th Avenue, respectively, from CG to R-22.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall go into effect 90 days after adoption

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

SIGNED this _____ day of _____, 2022

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 159762000, 158901000, 604757000, and 159800000, located at 9309 NE 52nd Street, and 5204, 5206 and 5118 NE 94th Avenue, respectively; providing for severability; and providing for an effective date.

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

**Stutesman
Plan/zone map
change –
CG to R-22
in the Van Mall
Neighborhood,
Intended to allow
11 townhome
units.**





Staff Report: 030-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023
3/6/2023

SUBJECT Revisions to Temporary 6-Month Moratorium Ordinance on Large Warehouses greater than 100,000 square feet in the IL Light Industrial and IH Heavy Industrial Districts

Key Points

- On December 12, 2022, City Council enacted by ordinance, a temporary moratorium on the acceptance of new or expanded warehouses larger than 100,000 square feet in order to allow time to study long term land use implications and develop any necessary code changes to address identified issues;
- On February 6, 2023, following a public hearing, City Council passed a resolution affirming the moratorium, but requested that staff return with several amendments to the original ordinance, including: 1) increase the threshold of warehouse space covered by the moratorium from 100,000 square feet or larger to 250,000 square feet or larger; 2) exempt warehouses proposed by the Port of Vancouver on port property from the moratorium; and 3) exempt warehouses that will exclusively supply storage intended for the traded sector;
- Staff has prepared an ordinance that incorporates the above amendments for consideration at a public hearing on March 6.

Strategic Plan Alignment

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

Goal 9: Build the strongest, most resilient economy in the Pacific Northwest

Objective 9.1: Create infrastructure and policies that support job creation

Present Situation

- There have been seven pre-development or development applications for large warehouse and distribution facilities between 275,000 square feet up to 680,000 square feet, which are

much larger than typical warehouses, for a total of 3.34 million square feet of proposed new warehouse structures;

- These extremely large facilities appear to be a growing trend in response to an increased demand for online shopping and parcel delivery, and the size of these new types of facilities and fast pace of this change is a growing concern in other communities throughout the U.S.;
- Such facilities consume vast amounts of limited industrial land, yet provide very few jobs per acre and offer typically low skill and low wage positions, and are therefore not a high priority use in the Clark County Economic Development Plan, which the City has adopted;
- A primary concern is the land-intensive nature of these large warehouses and low job creation, but other issues such as air pollution, implications on the City's climate action goals, increase in truck traffic to vulnerable neighborhoods, and appropriately locating such warehouses near major arterial routes and highways need to be analyzed;
- On February 6, 2023, City Council affirmed the moratorium but, in order to minimize impacts to local manufacturers or business-to-business storage needs, requested that the scope be narrowed as follows: 1) increase the total size of warehouse projects subject to the moratorium from 100,000 square feet to 250,000 square feet; 2) exempt the Port of Vancouver from the moratorium on property owned by the Port and provided that any warehouse is for shipment of bulk goods, not home delivery of retail goods; and 3) exempt warehouse facilities that are exclusively for traded sector goods;
- The initial moratorium was enacted by ordinance, therefore any changes to the scope including exemptions must also be enacted by ordinance, following a public hearing;

Advantage(s)

- Increasing the threshold for warehouses covered by the moratorium to 250,000 square feet will narrow the scope of the forthcoming study, to focus on only the largest facilities which are of most concern;
- Adding an exception for the Port of Vancouver, a public agency, will ensure that sufficient storage for the shipment of bulk goods into and out of Southwest Washington is provided, while preventing new storage facilities strictly for home-based delivery of retail goods on Port property;
- Adding an exception for exclusive storage of traded sector goods has the same positive benefits as the exception for the Port of Vancouver, but citywide.

Disadvantage(s)

- Narrowing the scope of the moratorium increases the likelihood that warehouses of up to 250,000 total square feet may be proposed and vested during the moratorium, before any development code changes can be made;
- It may be difficult to ensure that warehouses will be exclusively for traded sector goods, (e.g. products manufactured for wholesale distribution, not retail delivery) because warehouse tenants are not typically known or identified early in the permit application stage; however, the requirement to obtain approval of a development agreement in order to vest the project will help to mitigate concerns.

Budget Impact

No impact to approved budget.

Prior Council Review

- 12/12/22 Adoption of Temporary Moratorium Ordinance
- 1/23/23 City Council Workshop
- 2/6/23 Council Public Hearing Affirming the Moratorium

Action Requested

On February 27, 2023, approve the ordinance, setting the date of second reading and public hearing for March 6, 2023.

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

ATTACHMENTS:

- ▣ Presentation
- ▣ Ordinance

Proposed Revisions to Large Warehouse and Distribution Facilities Moratorium Ordinance

City Council Public Hearing
March 6, 2023

Chad Eiken, Director
Community Development Dept.



Presentation Overview



**Prior Council
Action**



**Proposed
Modifications to
Ordinance**



**Staff
Recommendation**

Prior Council Action

- On December 12, 2022, City Council adopted Ordinance M-4396
- Established an emergency six-month moratorium on establishment of new or expansion of existing warehouse and distribution facilities larger than 100,000 square feet
- January 23, 2023 Council Workshop
- February 6, 2023 Council passed a resolution affirming the moratorium but directing staff to return with an ordinance modifying the scope of the moratorium

Proposed Changes in Moratorium Scope

1. Increase the total size of buildings subject to the moratorium to larger than 250,000 square feet
2. Include an exception to the moratorium for warehouses proposed by the Port of Vancouver on Port land
3. Include an exception to the moratorium for warehouses to be exclusively used for storage of traded sector goods

#1 Proposed Increase in Building Size Threshold

- Council direction to increase the size of buildings subject to the warehouse moratorium, from 100,000 to 250,000 square feet
- Intent is to allow certain warehouses to be proposed that might be more likely to serve local needs (vs. a regional distribution center) while the moratorium is in effect
- The study will continue to evaluate warehouses of 100,000 square feet or larger even though not subject to the moratorium

#2 Proposed Exception for Port of Vancouver

- Council direct staff to include an exception from the moratorium for the Port of Vancouver
- Port is unique as the primary point of entry for bulk goods arriving by ship and rail in SW Washington
- As a steward of its property, Port must maintain a long-term view of how it is utilized in terms of job creation, vs. private property owners
- Proposed exception states that such exception from the moratorium shall not apply to any warehouse that is involved in the home delivery of retail goods

#3 Proposed Exception for Storage of Traded Sector Goods

- Council directed staff to include an exception for warehouses that will be exclusively used for storage of traded sector goods, with no limit on size
- “Traded Sector Industry” is defined as North American Industry Classification (NAICS) sectors 31,32, 33, 42, 51, 54, and 55
- Staff strongly recommends that no vested rights be granted to such an application until a Development Agreement is approved by City Council and recorded, in order to enforce the requirement on type of storage

Recommendation



Staff recommends that Council approve Ordinance M-____ modifying the scope of the Temporary Moratorium on Large Warehouse Uses as contained in Ordinance M-4396.

Thank You

Chad Eiken, Director
Community Development
chad.eiken@cityofvancouver.us



2/27/2023
3/06/2023

ORDINANCE NO. M-_____

AN ORDINANCE amending and restating Vancouver City Ordinance M-4396, an ordinance declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying such action and adopted by City Council, and establishing an immediate effective date.

WHEREAS, in accordance with to Section 2.12 of the Vancouver City Charter, an ordinance to be revised or amended shall be re-enacted at length as revised or amended, this ordinance amends and restates Vancouver City Ordinance M-4396, originally adopted December 12, 2022; and

WHEREAS, the City has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and RCW 35.63.200, provided that such action is justified by adopted findings of fact and a public hearing is scheduled and held within 60 days of adopting this emergency moratorium in accordance with these statutes; and

WHEREAS, this temporary moratorium may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact demonstrating the necessity for such an extension are made prior to each renewal; and

WHEREAS, warehouse and distribution facilities have a role in the local and regional

economy but, because they are typically a low skill and low employment use, they are not a high priority sector in the *2018 – 2023 Clark County Economic Development Plan*; and

WHEREAS, as described in the *2018 – 2023 Clark County Economic Development Plan*, certain Traded Sector Industry cluster uses do promote economic development and job growth and may require facilities that would otherwise be delayed or prohibited by this ordinance; and

WHEREAS, permit applications for large warehouse and distribution facilities tend to be speculative in nature and may not have a defined user at the time of application or when land use approval rights may conditionally vest; and

WHEREAS, as set forth in the City's recent climate action plan workshops, building energy and transportation are the most significant sources of greenhouse gas emissions and are unavoidable elements of the large warehouse and distribution facility use; and

WHEREAS, warehouse capacity is reportedly at a premium in the United States with ninety-six percent of available space in use and the continued post-COVID-19 growth in e-commerce represents a fundamental shift in warehouse and shipping logistics requiring more and larger facilities not contemplated by the existing code or evaluated in the context of the City's current climate action priorities; and

WHEREAS, commercial real estate market data and warehouse development standards indicate that warehouses are typically constructed at less than 25,000 square feet or greater than 250,000 square feet for large-scale distribution and that those large warehouse and distribution facilities of greater than 250,000 square feet are developing at an unprecedented and unforeseen rate; and

WHEREAS, the City currently has eight such proposed development projects in the land use application or building permit process, one with 80,000 square feet and seven with between

275,000 to 681,000 square feet of planned large warehouse and distribution facility space resulting in a total of 3.34 million allocated square feet; and

WHEREAS, the City currently allows warehouse and distribution facilities as a permitted use in the Light Industrial (IL) and Heavy Industrial (IH) zones with no limit on size and such facilities may be a permitted pursuant to existing development agreements; and

WHEREAS, the City does not have unlimited industrial land, particularly larger, contiguous parcels, and the consumptive nature of these facilities may foreclose opportunities for higher value employment sectors with lesser climate impacts; and

WHEREAS, the surge in new, large warehouse developments and national trends suggest that more such proposals will be forthcoming with unconsidered and potentially irreversible implications for the City's climate action goals, transportation systems, and stated goal of attracting high-skilled, high-wage employment uses; and

WHEREAS, bulk storage warehouses are integral to the operations of the Port of Vancouver USA, which, since it was established in 1912 as the authorized Port district for Clark County pursuant to Chapter 53.04 RCW, has played a key role in the region's economy and is the primary point of entry for goods arriving by ship and rail in Southwest Washington, and that the Port of Vancouver USA, in accordance with its authorized purposes under RCW 53.04.010 as a Washington port district, requires warehouse space to store goods that are arriving or being shipped to other destinations in fulfillment of its mission as a public jobs-creating agency; and

WHEREAS, an exception to Ordinance M-4396 for warehouse development projects for the transshipment and storage of bulk goods and wholesale distribution on land owned and retained by the Port of Vancouver USA is merited based on the unique character of the Port of Vancouver USA as a public agency, provided that such an exception would not allow the Port of Vancouver

USA to transfer any vested rights that would otherwise be prohibited by this temporary moratorium and were obtained pursuant to this exception to a third party or to develop facilities for home delivery of retail goods; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for the City's economic development and climate action initiatives but be vested to existing land use regulations before the City can study potential effects; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use, climate, transportation, and economic impacts that may result from continued development of large warehouse and distribution facilities without adequate standards to address unintended consequences; and

WHEREAS, a temporary moratorium will require the City to hold public hearings and maximize public input in the development of standards without jeopardizing any possible land use options that may be precluded by unrestricted development; and

WHEREAS, the City Council finds that the adoption of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties; and

WHEREAS, based on the facts recited above, the City Council finds that it would be appropriate to enact a moratorium on new applications for such projects to allow the City time to study the climate, transportation infrastructure, and economic implications from this recent trend and, if merited by such study, recommend regulatory changes to the Vancouver Municipal Code as needed to address concerns;

NOW, THEREFORE,

ORDINANCE - 4

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200 and justified by the findings of fact set forth above, the City Council hereby adopts a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement.

Section 2. Exemptions.

Subsection A. Maintenance. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or basic maintenance of existing large warehouse and distribution facilities or to work mandated by the City as necessary to maintain public health and safety.

Subsection B. Port of Vancouver USA. The moratorium established in Section 1 of this ordinance shall not apply to warehouse development projects on land owned and retained by the Port of Vancouver USA for the transshipment and storage of bulk goods and wholesale distribution; provided that such exception will not apply to the transfer of any Vested Rights obtained by the Port of Vancouver USA pursuant to this exception that would otherwise be prohibited by this ordinance and provided that any such warehouse development shall not be for home delivery of retail goods.

Subsection C. Traded Sector Industry Use. Applications for permits otherwise prohibited by the moratorium established in Section 1 of this ordinance that are exclusively for use

by a Traded Sector Industry shall continue to be processed throughout the duration of this ordinance, however no Vested Rights shall attach to any such Traded Sector Industry application until a Development Agreement is entered into with the City and recorded on the subject property in accordance with Chapter 20.250 VMC. For purposes of this ordinance, “Traded Sector Industry” shall be defined as North American Industry Classification System (NAICS) sectors 31, 32, 33, 42, 51, 54, and 55, in accordance with the respective industry sector clusters specified in the *2018-2023 Clark County Comprehensive Economic Development Plan*.

Section 3. Duration. This moratorium shall be in effect for six months following the effective date established in Section 6 of Ordinance M-4396.

Section 4. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on the date of enactment of this ordinance. “Vested Rights” shall be defined in accordance with VMC 20.210.110 and VMC 20.250.040.

Section 5. Public Hearing Required. Pursuant to RCW 35.63.200 and RCW 36.70A.390, a public hearing on the adopted moratorium will be held no more than sixty days following the adoption of this ordinance.

Section 6. Effective Date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety, and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

SIGNED this 6th day of March 2023.

Anne McEnery-Ogle, Mayor

ATTEST:

By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: Jonathan Young, City Attorney (or Designee)

ORDINANCE - 7

SUMMARY

ORDINANCE NO. M-

AN ORDINANCE amending and restating Vancouver City Ordinance M-4396, an ordinance declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution centers totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying such action and adopted by City Council, and establishing an immediate effective date.

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

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:

\$ 19,106,839.39 this 27th day of February 2023.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 16, 2023 - January 29, 2023	Accounts Payable Checks (see attached)	\$ 15,353,096.98
January 16, 2023 - January 29, 2023	Hansen City Payments (see attached)	\$ 23,222.18
January 16, 2023 - January 29, 2023	Visa Refunds (see attached)	\$ 7,494.08
January 16, 2023 - January 29, 2023	Payroll Checks (see attached)	\$ 3,723,026.15
TOTAL		\$ 19,106,839.39

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Miscellaneous Payment	Check	9181	2/1/2023	14.00	4 A's Tree Services LLC	LUP-83114 (jobsite: 2700 Washington St.)
Miscellaneous Payment	Check	9182	2/1/2023	32.26	Amanda Khan	Parking Permit Refund
Miscellaneous Payment	Check	9183	2/1/2023	137.62	Apollo Drain & Rooter SRVC Inc	DMO-331840 (jobsite: 12003 SE 13th Street)
Miscellaneous Payment	Check	9184	2/1/2023	112.00	Christina Seidl	LUP-83114 (jobsite: 2700 Washington St.)
Miscellaneous Payment	Check	9185	2/1/2023	12,462.23	Clark County Emergency Medical Services District #2	00030181
Miscellaneous Payment	Check	9186	2/1/2023	657.93	DA Bentley Construction LLC	CMI-330811 (jobsite: 19206 SE 1st Ste 104)
Miscellaneous Payment	Check	9187	2/1/2023	211.58	David Gravett	Refund of plaque setting fee
Miscellaneous Payment	Check	9188	2/1/2023	179.09	Gerald Davis	SDP-332737
Miscellaneous Payment	Check	9189	2/1/2023	75.00	Jerry Herrera	Damage Deposit Refund
Miscellaneous Payment	Check	9190	2/1/2023	61.47	JRT Mechanical	MPE-333003
Miscellaneous Payment	Check	9191	2/1/2023	926.00	Lucy Shrew	Cancelled Permit Refund
Miscellaneous Payment	Check	9192	2/1/2023	86.22	Michael Leonard and/or Margaret Leonard	Refund payment that was made after loan was paid off.
Miscellaneous Payment	Check	9193	2/1/2023	263.22	Navigate Law Group	On Street Permit Refund of 3 permits
Miscellaneous Payment	Check	9194	2/1/2023	44.00	Paliy Construction	Duplicate payment on INV#77042702/CUST#769087
Miscellaneous Payment	Check	9195	2/1/2023	3,436.10	Rick Boler	RES-308279 (jobsite: 5000 NW Columbia St.)
Miscellaneous Payment	Check	9196	2/1/2023	57.00	US Centennial Vancouver Mall LLC	Refund duplicate customer payment of INV#77046271
Miscellaneous Payment	Check	9197	2/1/2023	197.00	Vancouver Farmers Market	Refund of duplicate payment of invoice #77047691
Miscellaneous Payment	Check	9198	2/1/2023	184.00	Vigor Works	Refund of duplicate payment on invoice #77047689
Supplier Payment	Check	9199	2/1/2023	8,223.76	Action Technology Systems	
Supplier Payment	Check	9200	2/1/2023	13,680.00	Allcon LLC	
Supplier Payment	Check	9201	2/1/2023	92.97	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	9202	2/1/2023	65.46	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	9203	2/1/2023	1,978.00	Amen Properties LLC	
Supplier Payment	Check	9204	2/1/2023	143.32	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	9205	2/1/2023	2,098.15	Arborscape Ltd Inc	
Supplier Payment	Check	9206	2/1/2023	2,837.19	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Check	9207	2/1/2023	1,280.00	Blue Line Breachers, LLC	
Supplier Payment	Check	9208	2/1/2023	649.27	Bound Tree Medical LLC	
Supplier Payment	Check	9209	2/1/2023	81,507.35	Brightview Holdings Inc	
Supplier Payment	Check	9210	2/1/2023	53,515.75	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	9211	2/1/2023	13,500.00	Cascade Inn	
Supplier Payment	Check	9212	2/1/2023	669.96	Cellico Partnership - Remit-To: Cellico - Dallas	
Supplier Payment	Check	9213	2/1/2023	269.32	Chicago Title Company of WA	
Supplier Payment	Check	9214	2/1/2023	240.00	Christopher Scott Kendall	
Supplier Payment	Check	9215	2/1/2023	1,796.79	Cintas	
Supplier Payment	Check	9216	2/1/2023	285.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	9217	2/1/2023	725,095.41	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	9218	2/1/2023	67,713.14	Clary Longview LLC	
Supplier Payment	Check	9219	2/1/2023	3,549.98	Clean Harbors Environmental Services Inc	
Supplier Payment	Check	9220	2/1/2023	3,200.00	Colliers International Holdings (USA) Inc.	
Supplier Payment	Check	9221	2/1/2023	8,836.37	Columbia Resource Company	
Supplier Payment	Check	9222	2/1/2023	15,000.00	Columbia Springs	
Supplier Payment	Check	9223	2/1/2023	1,378.66	Combined Systems Inc	
Supplier Payment	Check	9224	2/1/2023	188.31	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9225	2/1/2023	118.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	

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

INVOICE PAYMENTS REPORT

Supplier Payment	Check	9226	2/1/2023	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9227	2/1/2023	204.71	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9228	2/1/2023	19,190.34	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	9229	2/1/2023	14,943.50	Conсор North America Inc	
Supplier Payment	Check	9230	2/1/2023	3,102.50	CPS HR Consulting	
Supplier Payment	Check	9231	2/1/2023	3,220.00	David Corey PHD PC	
Supplier Payment	Check	9232	2/1/2023	2,488.72	Distinctive Landscape LLC	
Supplier Payment	Check	9233	2/1/2023	5,066.10	eLock Technologies LLC	
Supplier Payment	Check	9234	2/1/2023	4,795.82	Emerald Services Inc - Remit-To: Emerald - Pittsburgh	
Supplier Payment	Check	9235	2/1/2023	18,242.00	ESRI Inc	
Supplier Payment	Check	9236	2/1/2023	4,627.50	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	9237	2/1/2023	1,579.50	Foster Garvey PC	
Supplier Payment	Check	9238	2/1/2023	1,856.27	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	9239	2/1/2023	10,196.29	Granicus, LLC - Remit-To: Granicus, LLC	
Supplier Payment	Check	9240	2/1/2023	3,617.50	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	9241	2/1/2023	1,132.44	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	9242	2/1/2023	1,344.34	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	9243	2/1/2023	720.53	J-2 Blueprint Supply Co.	
Supplier Payment	Check	9244	2/1/2023	11,502.00	Joyce Sauter	
Supplier Payment	Check	9245	2/1/2023	3,285.42	KBT Distributing LLC	
Supplier Payment	Check	9246	2/1/2023	2,463.75	Keller Associates Inc	
Supplier Payment	Check	9247	2/1/2023	2,500.00	Kindness 911	
Supplier Payment	Check	9248	2/1/2023	15,608.10	Kittelson & Associates Inc	
Supplier Payment	Check	9249	2/1/2023	1,278.50	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	9250	2/1/2023	22,801.76	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	9251	2/1/2023	8,460.29	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	9252	2/1/2023	41,591.29	Lasko Printing Specialties Inc	
Supplier Payment	Check	9253	2/1/2023	24.15	Legacy Laboratory Services Inc	
Supplier Payment	Check	9254	2/1/2023	19,382.85	Murray Smith Inc	
Supplier Payment	Check	9255	2/1/2023	35,527.95	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	9256	2/1/2023	1,081.50	New Day Arborist	
Supplier Payment	Check	9257	2/1/2023	9,667.74	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	9258	2/1/2023	24,432.77	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland (Inactive)	
Supplier Payment	Check	9259	2/1/2023	3,500.00	Petty Cash Custodian - Remit-To: Jeff Olson	
Supplier Payment	Check	9260	2/1/2023	175.00	Porter W Yett Company	
Supplier Payment	Check	9261	2/1/2023	5,967.50	Portland Mechanical Construction LLC	
Supplier Payment	Check	9262	2/1/2023	3,333.00	Public Safety Testing Inc	
Supplier Payment	Check	9263	2/1/2023	6,811.94	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	9264	2/1/2023	39,857.30	San Diego Police Equipment Co Inc	
Supplier Payment	Check	9265	2/1/2023	51,113.14	SELF - Support for Early Learning + Families	
Supplier Payment	Check	9266	2/1/2023	106,900.43	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	9267	2/1/2023	3,260.63	Southwest Clean Air Agency	
Supplier Payment	Check	9268	2/1/2023	148.00	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel	

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

INVOICE PAYMENTS REPORT

Supplier Payment	Check	9269	2/1/2023	1,755.00	The Loudenback Corporation	
Supplier Payment	Check	9270	2/1/2023	66,350.67	Tierra Right of Way Services LTD	
Supplier Payment	Check	9271	2/1/2023	266.03	Towing & Recovering Services Inc	
Supplier Payment	Check	9272	2/1/2023	3,190.43	Triple J Enterprises	
Supplier Payment	Check	9273	2/1/2023	420.05	United Parcel Service	
Supplier Payment	Check	9274	2/1/2023	500.25	United States Dosimetry Technology Inc	
Supplier Payment	Check	9275	2/1/2023	2,875.00	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	9276	2/1/2023	181.93	Vancouver Granite Works Inc	
Supplier Payment	Check	9277	2/1/2023	1,132.70	W.B. Sprague Co. Inc.	
Supplier Payment	Check	9278	2/1/2023	330.00	Washington Association of Municipal Attorneys	
Supplier Payment	Check	9279	2/1/2023	8,390.36	Western Water Works Supply Co Inc	
Supplier Payment	Check	9280	2/1/2023	42,310.79	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	9281	2/1/2023	22.98	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Ad Hoc Payment	Check	9282	2/1/2023	58.23	Blackline Inc	Utility Refunds: 0000008103-13
Ad Hoc Payment	Check	9283	2/1/2023	108.81	Brock, Scott	Utility Refunds: 0126007140-04
Ad Hoc Payment	Check	9284	2/1/2023	23.06	Clark, Sheri	Utility Refunds: 0109005256-05
Ad Hoc Payment	Check	9285	2/1/2023	158.12	Daniel R Thompson or Kerri M Beaudoin	Utility Refunds: 0121001524-07
Ad Hoc Payment	Check	9286	2/1/2023	208.00	Estate of Robert Sandel	Utility Refunds: 0020007300-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9287	2/1/2023	148.00	Gilbert, Jill or Michael	Utility Refunds: 0020047700-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9288	2/1/2023	186.42	Hanson, Hailey	Utility Refunds: 0006012308-07
Ad Hoc Payment	Check	9289	2/1/2023	37.58	Jasarovic, Edin or Marijana	Utility Refunds: 0000003397-02
Ad Hoc Payment	Check	9290	2/1/2023	80.00	Johnston, Juanita	Utility Refunds: 0072009794-03
Ad Hoc Payment	Check	9291	2/1/2023	121.68	Juanita Johnson or Elvin Hullet	Utility Refunds: 0072009794-03
Ad Hoc Payment	Check	9292	2/1/2023	300.96	Kenaga, Douglas	Utility Refunds: 0096002800-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9293	2/1/2023	81.00	Kirschenman, Kahra or Blake	Utility Refunds: 0069041600-05
Ad Hoc Payment	Check	9294	2/1/2023	158.07	Mar, Brian or Apryl	Utility Refunds: 0137005800-01
Ad Hoc Payment	Check	9295	2/1/2023	223.39	Meehl Family Trust	Utility Refunds: 0045654040-04
Ad Hoc Payment	Check	9296	2/1/2023	92.46	Meininger, Marc	Utility Refunds: 0500003376-02
Ad Hoc Payment	Check	9297	2/1/2023	203.92	Nutter Corporation	Utility Refunds: 0000009333-09
Ad Hoc Payment	Check	9298	2/1/2023	72.35	Smith, Jean	Utility Refunds: 0032044600-00
Ad Hoc Payment	Check	9299	2/1/2023	77.64	Starykov, Natalya or Pavlo	Utility Refunds: 0112001096-03
Ad Hoc Payment	Check	9300	2/1/2023	430.00	Trifonov, Nikolay or Alena	Utility Refunds: 0000005752-03
Ad Hoc Payment	Check	9301	2/1/2023	1,483.54	Winward, Kathi	Utility Refunds: 0108006969-05 Consolidated refund created from multiple refunds
Miscellaneous Payment	Check	9302	2/6/2023	433.15	Claire L. Grayson	Improper Impound of Vehicle on 11/08/22
Miscellaneous Payment	Check	9315	2/8/2023	141.51	Bruce Chaney	On Street Parking Permit Refund
Miscellaneous Payment	Check	9316	2/8/2023	237.39	Clark County District Court	Roger Kison case 23177V VCA CT, paid the city in error, funds should have been issued to victim restitution.
Miscellaneous Payment	Check	9317	2/8/2023	25,274.36	Clark County Emergency Medical Services District #2	00031138
Miscellaneous Payment	Check	9318	2/8/2023	12,228.17	Clark County Emergency Medical Services District #2	00029648
Miscellaneous Payment	Check	9319	2/8/2023	64.52	David Rothberg	Refund of On Street Parking Permit COV12402

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

INVOICE PAYMENTS REPORT

Miscellaneous Payment	Check	9320	2/8/2023	265.50	Ethan Ogdee	Meals funds reimbursement while in travel status for DARC training in Ferndale, WA
Miscellaneous Payment	Check	9321	2/8/2023	99.35	Greg Mines	Lot 18 P1/P2 permit refund COV11980
Miscellaneous Payment	Check	9322	2/8/2023	126.00	Jesse Serralta & Mindy Garcia	LUP-83139 (jobsite: 3913 SE 191st Ave.)
Miscellaneous Payment	Check	9323	2/8/2023	58.00	Leona Amaneha	Activity withdrawal - climbing class
Miscellaneous Payment	Check	9324	2/8/2023	57.00	MAJ Commercial Real Estate	Refund Duplicate Payment of Invoice#77047042
Miscellaneous Payment	Check	9325	2/8/2023	61.47	Miller's Heating & Air	MPE-332339 (jobsite: 1604 SE 171st Pl)
Miscellaneous Payment	Check	9326	2/8/2023	49.25	Oscar Morante	12.08.22 CPL refund
Miscellaneous Payment	Check	9327	2/8/2023	250.00	Pamelean Shrew	Damage Deposit Refund
Miscellaneous Payment	Check	9328	2/8/2023	62.51	Prairie Electric	MPE-333224 (jobsite: 11304 SE 10th St.)
Miscellaneous Payment	Check	9329	2/8/2023	862.40	Sergey Kaminskiy	PIR-82512 (jobsite: 4319 NE Morrow Rd.)
Miscellaneous Payment	Check	9330	2/8/2023	57.00	The Mighty Bowl	Refund Duplicate Payment of Inv#77046847
Miscellaneous Payment	Check	9331	2/8/2023	40.00	Vancouver False Alarm Reduction Program	Alarm Fee Refund Customer Name: ROBIN / LEANN LARSON Customer #16541 Invoice: #99495863
Ad Hoc Payment	Check	9332	2/8/2023	300.26	Akerley,Brooke or Monique	Utility Refunds: 0110001160-03
Ad Hoc Payment	Check	9333	2/8/2023	37.29	Anne Christie or Michael Kesler	Utility Refunds: 0123003876-06
Ad Hoc Payment	Check	9334	2/8/2023	97.16	Archibeque,Andre	Utility Refunds: 0086007608-02
Ad Hoc Payment	Check	9335	2/8/2023	157.00	Azzouni,Abdullah	Utility Refunds: 0161012300-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9336	2/8/2023	162.00	Balcuns,Amber	Utility Refunds: 0125002480-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9337	2/8/2023	2,283.75	Bearcreek PMG	Utility Refunds: 0050054100-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9338	2/8/2023	232.87	Beck,Shad	Utility Refunds: 0500001135-02
Ad Hoc Payment	Check	9339	2/8/2023	194.56	Bogut,Jeffrey or Karyn	Utility Refunds: 0098029600-10
Ad Hoc Payment	Check	9340	2/8/2023	121.89	Bridger,Timothy	Utility Refunds: 0099049905-01
Ad Hoc Payment	Check	9341	2/8/2023	44.56	Brown,Michael or Sara	Utility Refunds: 0163001220-02
Ad Hoc Payment	Check	9342	2/8/2023	107.72	Catamount Properties 2018 LLC	Utility Refunds: 0042003403-03
Ad Hoc Payment	Check	9343	2/8/2023	67.96	Colipano,Bryson	Utility Refunds: 0075001542-06
Ad Hoc Payment	Check	9344	2/8/2023	154.99	Conner Burggraf or Meaghan Summerbell Burggraf	Utility Refunds: 0015047501-09
Ad Hoc Payment	Check	9345	2/8/2023	215.00	Constantine,Anne	Utility Refunds: 0063008856-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9346	2/8/2023	90.42	Cooley,David	Utility Refunds: 0011052000-09
Ad Hoc Payment	Check	9347	2/8/2023	209.87	Cresap,Donna	Utility Refunds: 0500001649-01
Ad Hoc Payment	Check	9348	2/8/2023	419.92	Dacus,Gaylon	Utility Refunds: 0086013849-03
Ad Hoc Payment	Check	9349	2/8/2023	315.85	Dove Property Management	Utility Refunds: 0111043200-04
Ad Hoc Payment	Check	9350	2/8/2023	30.54	Dowse,Spring or Nathaniel	Utility Refunds: 0018094010-06
Ad Hoc Payment	Check	9351	2/8/2023	21.79	Duckson,Shannon or Kayode	Utility Refunds: 0059037608-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9352	2/8/2023	146.08	Duke,Brian or Annie	Utility Refunds: 0106035650-02
Ad Hoc Payment	Check	9353	2/8/2023	301.00	Estate of John and Margo Nold	Utility Refunds: 0076081100-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9354	2/8/2023	336.00	Estate of Mark Hiram Doan	Utility Refunds: 0135002100-01 Consolidated refund created from multiple refunds

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INVOICE PAYMENTS REPORT

Ad Hoc Payment	Check	9355	2/8/2023	83.01	Estate of Richard Erickson	Utility Refunds: 0068038500-02
Ad Hoc Payment	Check	9356	2/8/2023	144.80	Fletcher,Angilo or Taylor	Utility Refunds: 0067049070-09
Ad Hoc Payment	Check	9357	2/8/2023	290.31	Foster,Felicia or Kristopher	Utility Refunds: 0158001330-03
Ad Hoc Payment	Check	9358	2/8/2023	341.18	Gash,Jonathan or Jacquilan	Utility Refunds: 0088080830-07
Ad Hoc Payment	Check	9359	2/8/2023	154.82	Gassama,Alhassan	Utility Refunds: 0125002290-02
Ad Hoc Payment	Check	9360	2/8/2023	78.02	Harrington,Douglas or Tonya	Utility Refunds: 0063099200-02
Ad Hoc Payment	Check	9361	2/8/2023	217.00	Hilgers,Lance	Utility Refunds: 0079069800-02
Ad Hoc Payment	Check	9362	2/8/2023	283.96	Hockinson Heights LLC	Utility Refunds: 0500006072-01
Ad Hoc Payment	Check	9363	2/8/2023	27.88	James L Armstrong Living Trust	Utility Refunds: 0109001107-02
Ad Hoc Payment	Check	9364	2/8/2023	94.41	Johnson,Kayla	Utility Refunds: 0149001260-03
Ad Hoc Payment	Check	9365	2/8/2023	47.58	Juanita Johnston or Elvin Hullet	Utility Refunds: 0072009794-03
Ad Hoc Payment	Check	9366	2/8/2023	109.04	Kasinadhuni,Omkar	Utility Refunds: 0121001948-02
Ad Hoc Payment	Check	9367	2/8/2023	90.00	Kevin Kirkpatrick or Ronald Wilkinson	Utility Refunds: 0072070750-06
Ad Hoc Payment	Check	9368	2/8/2023	61.63	Kuehn,Fred	Utility Refunds: 0051037800-16
Ad Hoc Payment	Check	9369	2/8/2023	107.45	Legacy 6	Utility Refunds: 0000007178-13
Ad Hoc Payment	Check	9370	2/8/2023	95.19	Linda Schnitzer Trust or Philip Rothrock	Utility Refunds: 0046045600-08
Ad Hoc Payment	Check	9371	2/8/2023	118.70	Mark Pavlov or Anna Gurnik	Utility Refunds: 0128000208-05
Ad Hoc Payment	Check	9372	2/8/2023	200.01	Mattson Revocable Living Trust	Utility Refunds: 0037013300-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9373	2/8/2023	340.20	Morrison,Jeff	Utility Refunds: 0000006041-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9374	2/8/2023	159.42	Murray,William or Allison	Utility Refunds: 0066043760-17
Ad Hoc Payment	Check	9375	2/8/2023	52.67	Opendoor Labs Inc	Utility Refunds: 0125002310-05
Ad Hoc Payment	Check	9376	2/8/2023	84.62	Open Door Labs Inc	Utility Refunds: 0063092000-20
Ad Hoc Payment	Check	9377	2/8/2023	192.00	Otero,Debra or Jose	Utility Refunds: 0072022000-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9378	2/8/2023	39.62	Privette,Susan	Utility Refunds: 0073002860-04
Ad Hoc Payment	Check	9379	2/8/2023	56.74	Raydelle Higgins Special Needs Trust or,Bruce Higgins Special Needs Trust	Utility Refunds: 0166000820-04
Ad Hoc Payment	Check	9380	2/8/2023	138.67	Sage,Gaylen or Robert	Utility Refunds: 0015029054-06
Ad Hoc Payment	Check	9381	2/8/2023	165.50	Saleg,Paula or Robert	Utility Refunds: 0074057900-06
Ad Hoc Payment	Check	9382	2/8/2023	120.84	Schaerer,Jennifer	Utility Refunds: 0088007300-03
Ad Hoc Payment	Check	9383	2/8/2023	241.72	Schlabach,Andrew	Utility Refunds: 0043015715-01
Ad Hoc Payment	Check	9384	2/8/2023	204.00	Sikhamsouk,Kayla	Utility Refunds: 0126003431-04
Ad Hoc Payment	Check	9385	2/8/2023	124.44	Spady,Greg or Robyne	Utility Refunds: 0067019010-01
Ad Hoc Payment	Check	9386	2/8/2023	61.81	Tate,Veronica	Utility Refunds: 0111010612-03
Ad Hoc Payment	Check	9387	2/8/2023	154.19	Tate,Veronica or Alex	Utility Refunds: 0111010612-03
Ad Hoc Payment	Check	9388	2/8/2023	437.14	Tewson,Andrea	Utility Refunds: 0135001022-07
Ad Hoc Payment	Check	9389	2/8/2023	230.13	Tycer,Timothy or Karen	Utility Refunds: 0045095311-03
Ad Hoc Payment	Check	9390	2/8/2023	91.97	Vannary Lem or Jacob Robinson	Utility Refunds: 0500001083-02
Ad Hoc Payment	Check	9391	2/8/2023	1,982.34	Vetsalo,Yuliya or Nikolay	Utility Refunds: 0165001650-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9392	2/8/2023	115.00	Wagner,Philip or Barbara	Utility Refunds: 0063000516-03
Ad Hoc Payment	Check	9393	2/8/2023	116.77	Webb,Barbara	Utility Refunds: 0063000313-04
Ad Hoc Payment	Check	9394	2/8/2023	56.93	Yun Chong or Suntuk Kim	Utility Refunds: 0150003226-02
Supplier Payment	Check	9395	2/8/2023	351.00	Accurate Corporate Services Inc	
Supplier Payment	Check	9396	2/8/2023	117.52	Airgas, Inc	

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INVOICE PAYMENTS REPORT

Supplier Payment	Check	9397	2/8/2023	3,676.83	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	9398	2/8/2023	798.00	Allegheny Answering Services	
Supplier Payment	Check	9399	2/8/2023	100.00	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	9400	2/8/2023	136.00	American Sani-Can	
Supplier Payment	Check	9401	2/8/2023	1,608.42	Anderson Glass Co	
Supplier Payment	Check	9402	2/8/2023	113.75	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	9403	2/8/2023	950.25	Arborscape Ltd Inc	
Supplier Payment	Check	9404	2/8/2023	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	9405	2/8/2023	8,954.20	AT & T Mobility II LLC	
Supplier Payment	Check	9406	2/8/2023	5,303.81	B&H Foto & Electronics Corp	
Supplier Payment	Check	9407	2/8/2023	42,891.43	Bound Tree Medical LLC	
Supplier Payment	Check	9408	2/8/2023	15,732.50	Cascade Signal Corporation	
Supplier Payment	Check	9409	2/8/2023	45,191.92	CECO Inc	
Supplier Payment	Check	9410	2/8/2023	522,320.53	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	9411	2/8/2023	16,598.73	Columbia Resource Company	
Supplier Payment	Check	9412	2/8/2023	15,865.94	Columbia Resource Company	
Supplier Payment	Check	9413	2/8/2023	113.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9414	2/8/2023	32.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9415	2/8/2023	106.63	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9416	2/8/2023	151.13	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9417	2/8/2023	108.31	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9418	2/8/2023	118.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9419	2/8/2023	193.31	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9420	2/8/2023	2,297.00	Confluence Engineering Group LLC	
Supplier Payment	Check	9421	2/8/2023	333.25	Courier Northwest	
Supplier Payment	Check	9422	2/8/2023	495.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	9423	2/8/2023	326.89	Datec Inc	
Supplier Payment	Check	9424	2/8/2023	3,529.73	David Corey PHD PC	
Supplier Payment	Check	9425	2/8/2023	264.00	Dex Media West	
Supplier Payment	Check	9426	2/8/2023	677.65	Epic Land Solutions, Inc.	
Supplier Payment	Check	9427	2/8/2023	1,242.66	Galls LLC	
Supplier Payment	Check	9428	2/8/2023	1,605.60	General Automotive Supply Co	
Supplier Payment	Check	9429	2/8/2023	950.00	Geographic Technologies Group	
Supplier Payment	Check	9430	2/8/2023	29,997.99	Global Transportation Engineering Corporation	
Supplier Payment	Check	9431	2/8/2023	1,212.41	Gray & Osborne Inc	
Supplier Payment	Check	9432	2/8/2023	500.00	Gunderson Services LLC	
Supplier Payment	Check	9433	2/8/2023	3,552.00	H&H Wood Recyclers	
Supplier Payment	Check	9434	2/8/2023	2,389.14	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	9435	2/8/2023	41,302.67	KBT Distributing LLC	
Supplier Payment	Check	9436	2/8/2023	3,492.34	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	9437	2/8/2023	29,635.12	Lasko Printing Specialties Inc	
Supplier Payment	Check	9438	2/8/2023	472.41	Mark IV Enterprises Inc	
Supplier Payment	Check	9439	2/8/2023	2,500.00	Message Gears LLC	
Supplier Payment	Check	9440	2/8/2023	744.48	Moonlight BPO LLC	
Supplier Payment	Check	9441	2/8/2023	11,250.00	National Association of City Transportation Officials Inc	
Supplier Payment	Check	9442	2/8/2023	385.63	Northwest Drug-Safe LLC	

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INVOICE PAYMENTS REPORT

Supplier Payment	Check	9443	2/8/2023	21,479.55	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland (Inactive)
Supplier Payment	Check	9444	2/8/2023	1,471.25	One Call Concepts Inc
Supplier Payment	Check	9445	2/8/2023	765.00	Performance Occupational Health Services, LLC
Supplier Payment	Check	9446	2/8/2023	21,539.07	Physio-Control Inc - Remit-To: Stryker Medical
Supplier Payment	Check	9447	2/8/2023	4,006.00	Portland Adventist Medical Center
Supplier Payment	Check	9448	2/8/2023	58,619.30	Portland Mechanical Construction LLC
Supplier Payment	Check	9449	2/8/2023	51,292.50	PPC Solutions Inc
Supplier Payment	Check	9450	2/8/2023	80,015.98	Precision Concrete Cutting Inc - Remit-To: Supplier Precision Concrete Cutting Inc
Supplier Payment	Check	9451	2/8/2023	5,026.56	Qwest Corporation - Remit-To: Qwest Corp- Seattle
Supplier Payment	Check	9452	2/8/2023	1,069.00	Rapid Response Bio Clean Inc.
Supplier Payment	Check	9453	2/8/2023	6,937.53	Resolute Documentation Services
Supplier Payment	Check	9454	2/8/2023	10,000.00	Right-Way CDL Academy, LLC
Supplier Payment	Check	9455	2/8/2023	6,484.00	S & F Land Services Inc
Supplier Payment	Check	9456	2/8/2023	2,199.15	Selectron Technologies
Supplier Payment	Check	9457	2/8/2023	548.47	Software House International SHI - Remit-To: SHI - Dallas
Supplier Payment	Check	9458	2/8/2023	3,235.64	Southwest Clean Air Agency
Supplier Payment	Check	9459	2/8/2023	1,605.53	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources Box 47041
Supplier Payment	Check	9460	2/8/2023	8,631.67	State of Washington Department of Transportation
Supplier Payment	Check	9461	2/8/2023	2,469.25	State of Washington State Patrol
Supplier Payment	Check	9462	2/8/2023	12.17	Stericycle Inc - Remit-To: Shred-It
Supplier Payment	Check	9463	2/8/2023	6.08	Stericycle Inc - Remit-To: Shred-It
Supplier Payment	Check	9464	2/8/2023	20.72	Stericycle Inc - Remit-To: Stericycle
Supplier Payment	Check	9465	2/8/2023	105.34	Stericycle Inc - Remit-To: Stericycle
Supplier Payment	Check	9466	2/8/2023	22.30	Stericycle Inc - Remit-To: Stericycle
Supplier Payment	Check	9467	2/8/2023	1,000.00	Talx UCM Services Inc
Supplier Payment	Check	9468	2/8/2023	845.45	The ADT Security Corporation
Supplier Payment	Check	9469	2/8/2023	3,491.18	Tony Cloud Communications LLC
Supplier Payment	Check	9470	2/8/2023	1,334.69	Towing & Recovering Services Inc
Supplier Payment	Check	9471	2/8/2023	1,283.87	Transunion Risk & Alternative Data Solutions Inc
Supplier Payment	Check	9472	2/8/2023	50.40	United States Dosimetry Technology Inc
Supplier Payment	Check	9473	2/8/2023	22,500.00	University of Washington
Supplier Payment	Check	9474	2/8/2023	1,984.80	US Bank - Remit-To: US Bank - St Paul
Supplier Payment	Check	9475	2/8/2023	931.00	Vancouver Aire LLC
Supplier Payment	Check	9476	2/8/2023	10,000.00	Vancouver USA Regional Tourism Office
Supplier Payment	Check	9477	2/8/2023	162.83	W.B. Sprague Co. Inc.
Supplier Payment	Check	9478	2/8/2023	1,507.84	Walter E Nelson Company
Supplier Payment	Check	9479	2/8/2023	513.40	Wex Bank
Supplier Payment	Check	9480	2/8/2023	27,056.50	Willis Towers Watson Insurance Services West inc
Supplier Payment	Check	9481	2/8/2023	45,505.57	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas
Supplier Payment	Check	9482	2/8/2023	300.00	W Todd Pascoe
Supplier Payment	Check	9483	2/8/2023	136.06	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland
Supplier Payment	Check	9484	2/8/2023	70.00	Xpress Legal Support LLC Remit-To: Xpress Legal - Vancouver
Supplier Payment	Check	9485	2/8/2023	677.89	YOLO Washington LLC
Supplier Payment	Check	9487	2/8/2023	1,373.03	State of Washington Department of Retirement System (PERS)
Supplier Payment	Check	9303	2/10/2023	6,924.56	Aflac
Supplier Payment	Check	9304	2/10/2023	5,245.67	AFSCME Local #307
Supplier Payment	Check	9306	2/10/2023	792.75	IAM Local #1374

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INVOICE PAYMENTS REPORT

Supplier Payment	Check	9307	2/10/2023	9,224.35	Life Insurance Company of North America	
Supplier Payment	Check	9308	2/10/2023	575.00	MFS Service Center Inc	
Supplier Payment	Check	9309	2/10/2023	50.00	OPEIU Local #11	
Supplier Payment	Check	9310	2/10/2023	3,985.02	OPEIU Local #11	
Supplier Payment	Check	9311	2/10/2023	640.00	Teamsters Local #58	
Supplier Payment	Check	9312	2/10/2023	280.00	UA Local #290	
Supplier Payment	Check	9313	2/10/2023	3,513.30	Western Conference of Teamsters	
Supplier Payment	Check	9314	2/10/2023	1,335.84	Western Metal Industry Pension Plan	
Supplier Payment	Check	9486	2/10/2023	491.00	Hawaii SDU	
Miscellaneous Payment	Check	9488	2/15/2023	85.30	John Gilmore	CMI-330482 (jobsite: 12019 SE Mill Plain Blvd)
Miscellaneous Payment	Check	9489	2/15/2023	8,663.46	Joseph Wisniewski	Claim Payment - DOL: 01/08/23 - Risk
Miscellaneous Payment	Check	9490	2/15/2023	325.00	Kenneth Pacheco	Claim Payment - DOL: 11/02/22 - Risk
Miscellaneous Payment	Check	9491	2/15/2023	5,420.74	Mark Percy	Claim Payment - DOL: 12/10/22 - Risk
Miscellaneous Payment	Check	9492	2/15/2023	91.00	Nai Elliott	Duplicate Payment of Inv#7704587
Miscellaneous Payment	Check	9493	2/15/2023	2,258.36	Nathaniel Ursu	Ursu v. COV
Miscellaneous Payment	Check	9494	2/15/2023	54.19	Navigate Law Group	REFUND - parking permit
Miscellaneous Payment	Check	9495	2/15/2023	50.59	Northeast Electric LLC	MPE-333340 (jobsite: 922 V Street)
Miscellaneous Payment	Check	9496	2/15/2023	50.59	Northeast Electric LLC	MPE-333342 (jobsite: 1601 E McLoughlin Blvd)
Miscellaneous Payment	Check	9497	2/15/2023	50.59	Northeast Electric LLC	MPE-333343 (jobsite: 1009 W McLoughlin Blvd)
Miscellaneous Payment	Check	9498	2/15/2023	3,950.27	The VIC Building Owner LLC	CMI-325839 (jobsite: 18110 SE 34th ST, 2)
Miscellaneous Payment	Check	9499	2/15/2023	91.00	Vigor Works	Refund of Duplicate Payment of Invoice #77048271
Miscellaneous Payment	Check	9500	2/15/2023	28.66	Wayne G Fuller and/or Patricia R Fuller	Refund of payment after loan #6000400 was paid off.
Supplier Payment	Check	9501	2/15/2023	15,672.00	Action Onsite Inc	
Supplier Payment	Check	9502	2/15/2023	3,494.24	Anderson Glass Co	
Supplier Payment	Check	9503	2/15/2023	11,448.61	Arborscape Ltd Inc	
Supplier Payment	Check	9504	2/15/2023	26,159.69	BHC Consultants LLC	
Supplier Payment	Check	9505	2/15/2023	287.24	Brownells Inc	
Supplier Payment	Check	9506	2/15/2023	889.98	Cellco Partnership - Remit-To: Cellico - Dallas	
Supplier Payment	Check	9507	2/15/2023	28,383.61	Century West Engineering Corp	
Supplier Payment	Check	9508	2/15/2023	18,361.25	Clark County Fire District 5	
Supplier Payment	Check	9509	2/15/2023	123,372.67	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	9510	2/15/2023	454.14	Clark Public Utility District No. 1	
Supplier Payment	Check	9511	2/15/2023	685.52	Clark Public Utility District No. 1	
Supplier Payment	Check	9512	2/15/2023	419,910.93	Clark Public Utility District No. 1	
Supplier Payment	Check	9513	2/15/2023	202,607.20	Clary Longview LLC	
Supplier Payment	Check	9514	2/15/2023	247.58	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9515	2/15/2023	128.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9516	2/15/2023	119.75	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9517	2/15/2023	16,950.37	Connecta Satellite Solutions LLC	
Supplier Payment	Check	9518	2/15/2023	21,899.78	Copiers Northwest	
Supplier Payment	Check	9519	2/15/2023	56,015.30	Dattec Inc	
Supplier Payment	Check	9520	2/15/2023	6,300.00	Davidson Benefits Planning	
Supplier Payment	Check	9521	2/15/2023	112,505.97	Dell Marketing LP	
Supplier Payment	Check	9522	2/15/2023	507.78	Distinctive Landscape LLC	
Supplier Payment	Check	9523	2/15/2023	10,792.50	Durst Energy LLC	
Supplier Payment	Check	9524	2/15/2023	3,041.18	Emerald Services Inc - Remit-To: Emerald - Pittsburgh	
Supplier Payment	Check	9525	2/15/2023	275.00	ERF Company Inc	
Supplier Payment	Check	9526	2/15/2023	9,181.00	Esther Short Commons LLP	
Supplier Payment	Check	9527	2/15/2023	4,075.00	Evergreen School District 114	
Supplier Payment	Check	9528	2/15/2023	935.00	Examworks Inc	
Supplier Payment	Check	9529	2/15/2023	4,346.17	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	9530	2/15/2023	12,578.75	Fifth Asset, Inc.	
Supplier Payment	Check	9531	2/15/2023	11,403.00	Foundant Technologies Inc	

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INVOICE PAYMENTS REPORT

Supplier Payment	Check	9532	2/15/2023	2,724.36	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	9533	2/15/2023	2,106.00	H&H Wood Recyclers	
Supplier Payment	Check	9534	2/15/2023	978.55	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	9535	2/15/2023	8,361.97	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	9536	2/15/2023	437.81	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	9537	2/15/2023	150.00	John R Cannon	
Supplier Payment	Check	9538	2/15/2023	46,973.90	KBT Distributing LLC	
Supplier Payment	Check	9539	2/15/2023	4,927.50	Keller Associates Inc	
Supplier Payment	Check	9540	2/15/2023	135.00	Kramer Gehlen & Associates	
Supplier Payment	Check	9541	2/15/2023	2,895.34	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	9542	2/15/2023	679.16	Lakeyard Inc	
Supplier Payment	Check	9543	2/15/2023	1,413.97	Leupold & Stevens Inc	
Supplier Payment	Check	9544	2/15/2023	2,681.67	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	9545	2/15/2023	215.00	Matrix Logic Corporation	
Supplier Payment	Check	9546	2/15/2023	16,278.52	Maul Foster & Alongi Inc	
Supplier Payment	Check	9547	2/15/2023	1,883.75	Medchronology Inc	
Supplier Payment	Check	9548	2/15/2023	24,261.24	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	9549	2/15/2023	15,672.00	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	9550	2/15/2023	1,802.00	Pacifica Law Group LLP	
Supplier Payment	Check	9551	2/15/2023	4,550.00	PlanIT Geo, Inc.	
Supplier Payment	Check	9552	2/15/2023	35.00	Porter W Yett Company	
Supplier Payment	Check	9553	2/15/2023	6,096.00	Portland Adventist Medical Center	
Supplier Payment	Check	9554	2/15/2023	499.69	PPC Solutions Inc	
Supplier Payment	Check	9555	2/15/2023	12,897.38	Prestige Truck Accessories	
Supplier Payment	Check	9556	2/15/2023	1,254.00	Public Safety Testing Inc	
Supplier Payment	Check	9557	2/15/2023	20,182.45	Quetel Corporation	
Supplier Payment	Check	9558	2/15/2023	9,714.33	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	9559	2/15/2023	24,021.23	Sawtooth Roofing Contractors Inc.	
Supplier Payment	Check	9560	2/15/2023	100,809.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	9561	2/15/2023	145,190.11	State of Washington Department of Labor and Industries	
Supplier Payment	Check	9562	2/15/2023	2,116.78	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Check	9563	2/15/2023	3,500.00	Steven Fulmer	
Supplier Payment	Check	9564	2/15/2023	1,629.00	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	9565	2/15/2023	5.38	SuperTrees Inc	
Supplier Payment	Check	9566	2/15/2023	208,773.69	TCF Architecture, PLLC	
Supplier Payment	Check	9567	2/15/2023	10,828.95	The ADT Security Corporation	
Supplier Payment	Check	9568	2/15/2023	122.59	The Enhancers Inc	
Supplier Payment	Check	9569	2/15/2023	3,150.00	The Loudenback Corporation	
Supplier Payment	Check	9570	2/15/2023	1,485.00	Triangle Resources Inc	
Supplier Payment	Check	9571	2/15/2023	875.30	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	9572	2/15/2023	84.00	Vancouver Aire LLC	
Supplier Payment	Check	9573	2/15/2023	267.00	Vast Data Concepts	
Supplier Payment	Check	9574	2/15/2023	464.00	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	9575	2/15/2023	651.60	W.B. Sprague Co. Inc.	
Supplier Payment	Check	9576	2/15/2023	6,332.35	Western Water Works Supply Co Inc	
Supplier Payment	Check	9577	2/15/2023	2,680.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	9578	2/15/2023	74.37	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Ad Hoc Payment	Check	9579	2/15/2023	166.32	Anderson,Bradley	Utility Refunds: 0029048820-07 Consolidated refund created from multiple refunds

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INVOICE PAYMENTS REPORT

Ad Hoc Payment	Check	9580	2/15/2023	252.00	Arciga,Raymond or Stephanie	Utility Refunds: 050002225-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9581	2/15/2023	298.57	Bean,Richard	Utility Refunds: 0086051000-01
Ad Hoc Payment	Check	9582	2/15/2023	319.04	Bizer,Kevin or Julie	Utility Refunds: 0128243400-02
Ad Hoc Payment	Check	9583	2/15/2023	55.50	Casey,Leonard or Denise	Utility Refunds: 0061095082-01
Ad Hoc Payment	Check	9584	2/15/2023	180.89	Dawson Family Trust	Utility Refunds: 0087013101-02
Ad Hoc Payment	Check	9585	2/15/2023	216.27	Dubbels,Carol or Bradley	Utility Refunds: 0137006032-04
Ad Hoc Payment	Check	9586	2/15/2023	149.69	Fox,Joanna or Adam	Utility Refunds: 0500004779-02
Ad Hoc Payment	Check	9587	2/15/2023	16.13	Garrison,Kenneth	Utility Refunds: 0061054020-02
Ad Hoc Payment	Check	9588	2/15/2023	52.08	Geurin,Michael or Glen	Utility Refunds: 0000003826-02
Ad Hoc Payment	Check	9589	2/15/2023	76.23	Hess,Erik	Utility Refunds: 0004054500-15
Ad Hoc Payment	Check	9590	2/15/2023	256.00	Hiramoto,Nicole or Kalani	Utility Refunds: 0500002985-02
Ad Hoc Payment	Check	9591	2/15/2023	444.00	Huang,Hsiu Feng	Utility Refunds: 0000008885-02
Ad Hoc Payment	Check	9592	2/15/2023	39.33	Jacqueline Olson or Heedo Jung	Utility Refunds: 0022060200-12
Ad Hoc Payment	Check	9593	2/15/2023	291.38	Johnson,Martha	Utility Refunds: 0049083604-04
Ad Hoc Payment	Check	9594	2/15/2023	32.25	King Directional Drilling	Utility Refunds: 0000009153-08
Ad Hoc Payment	Check	9595	2/15/2023	1,314.00	Kirkland Properties Two LLC	Utility Refunds: 0000002630-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9596	2/15/2023	356.93	Laura M Pick Revocable Trust	Utility Refunds: 0500003261-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9597	2/15/2023	30.69	Luce,Pornitip	Utility Refunds: 0500004204-01
Ad Hoc Payment	Check	9598	2/15/2023	265.51	New Tradition Homes Inc	Utility Refunds: 0500005683-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9599	2/15/2023	192.09	Saidyleigh,Sankung	Utility Refunds: 0500002185-02
Ad Hoc Payment	Check	9600	2/15/2023	154.00	Salsbery,Japheth	Utility Refunds: 0023011900-06
Ad Hoc Payment	Check	9601	2/15/2023	209.19	Salvey,Katina	Utility Refunds: 0079074600-12
Ad Hoc Payment	Check	9602	2/15/2023	27.28	Sanchez Gonzalez,Rafael	Utility Refunds: 0500002602-02
Ad Hoc Payment	Check	9603	2/15/2023	86.57	Sessions,Hollie	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	9604	2/15/2023	69.27	Shodin,Dorlisa or Jacob	Utility Refunds: 0045027186-03
Ad Hoc Payment	Check	9605	2/15/2023	29.30	Smith,Chris	Utility Refunds: 0039025900-01
Ad Hoc Payment	Check	9606	2/15/2023	80.76	Southwood,Neil or Annalise	Utility Refunds: 0006030600-01
Ad Hoc Payment	Check	9607	2/15/2023	89.51	Susan Journey or Raymond Villeneuve	Utility Refunds: 0067047900-04
Ad Hoc Payment	Check	9608	2/15/2023	55.30	Talbitzer,Mary	Utility Refunds: 0045015807-01
Ad Hoc Payment	Check	9609	2/15/2023	49.06	The Estate of Susan Wrenn	Utility Refunds: 0070002140-00
Ad Hoc Payment	Check	9610	2/15/2023	154.07	Zenith Properties	Utility Refunds: 0002000111-02
			Check	4,845,372.08		
Expense Payment	Direct Deposit	EFT-00182007	2/2/2023	250.00	Michelle Cary	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00182008	2/2/2023	249.31	Travis Moore	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00182009	2/2/2023	250.00	Harrison Glavin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00182010	2/2/2023	24.96	Brian Potter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00182011	2/2/2023	250.00	Crystal Ramsby	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00182012	2/2/2023	216.19	Daren Peterson	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00182013	2/2/2023	862.50	Neil Martin	Travel Advance
Expense Payment	Direct Deposit	EFT-00182014	2/2/2023	250.00	Thor Tesdale	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00182015	2/2/2023	67.40	Timothy Buck	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00182016	2/2/2023	122.32	Jason Ayers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00182017	2/2/2023	1,056.97	Ken Portlock	Employee Reimbursement

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INVOICE PAYMENTS REPORT

Expense Payment	Direct Deposit	EFT-00182018	2/2/2023	104.00	Steven Sampson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00182019	2/2/2023	169.54	Kevin Cummo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183862	2/9/2023	180.00	Douglass Cope	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183863	2/9/2023	47.54	Brian Viles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183864	2/9/2023	172.43	Douglas Van Aalst	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183865	2/9/2023	144.72	Angelica Martinez Sulvaran	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183866	2/9/2023	166.09	Br�t Kertz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183867	2/9/2023	53.00	Bradley Smith	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183868	2/9/2023	25.00	Isidoro Flores	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183869	2/9/2023	400.00	Tucker Reynolds	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183870	2/9/2023	30.91	Jordan Macfarlane	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00183871	2/9/2023	335.00	Chad Lawry	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00183872	2/9/2023	335.00	Heidi Scarpelli	Travel Advance
Expense Payment	Direct Deposit	EFT-00183873	2/9/2023	184.27	Bryce Livesay	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183874	2/9/2023	75.00	Magaiva Herman	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00183875	2/9/2023	241.50	Anthony Graeber	Travel Advance
Expense Payment	Direct Deposit	EFT-00183876	2/9/2023	14.00	Jerek Laursen	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00183877	2/9/2023	164.00	Katherine Larkin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00183878	2/9/2023	310.50	Landen Roberts	Travel Advance
Expense Payment	Direct Deposit	EFT-00183879	2/9/2023	155.28	Brad Davidson	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00183880	2/9/2023	241.50	Brian Schaffer	Travel Advance
Expense Payment	Direct Deposit	EFT-00183881	2/9/2023	14.00	Patrick Hanley	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00183882	2/9/2023	310.50	Justin Huskisson	Travel Advance
Expense Payment	Direct Deposit	EFT-00183883	2/9/2023	230.00	Jeffrey Coad	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00183884	2/9/2023	310.50	Natalie Newgent	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00183885	2/9/2023	310.50	Christopher Wanous	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00183886	2/9/2023	310.50	Marc Patchin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00183887	2/9/2023	84.75	Ty Stober	Travel Advance
Expense Payment	Direct Deposit	EFT-00183931	2/16/2023	350.00	Michael Schelling	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183932	2/16/2023	285.46	Jeremiah Frenz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183933	2/16/2023	170.49	Anna Vogel	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183934	2/16/2023	39.36	Lisa Takach	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183935	2/16/2023	350.00	Bradley French	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183936	2/16/2023	93.50	Josh Harrington	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183937	2/16/2023	116.00	Kristine Olinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183938	2/16/2023	66.16	Ryan Lopossa	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183939	2/16/2023	282.96	Thor Tesdale	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183940	2/16/2023	188.64	Sutton Moon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183941	2/16/2023	91.34	Tyler Dawson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183942	2/16/2023	257.35	Ross Keys	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00183943	2/16/2023	217.19	Chris Ferryman	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00183944	2/16/2023	123.75	Ilija Botvinnik	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00183945	2/16/2023	185.00	Zachary Allred	Travel Advance
Direct Deposit				11,536.88		
Supplier Payment	EFT	EFT-00182027	2/1/2023	114,144.01	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00182020	2/2/2023	22,886.24	Kirby Nagelhout Construction Company	
Supplier Payment	EFT	EFT-00182021	2/2/2023	285,626.76	Ross Builders Northwest, LLC	
Supplier Payment	EFT	EFT-00182022	2/2/2023	27,983.70	Metereaders LLC	
Supplier Payment	EFT	EFT-00182023	2/2/2023	13,028.42	Mercy Corps Northwest	
Supplier Payment	EFT	EFT-00182024	2/2/2023	12,655.95	Greater Vancouver Chamber of Commerce	
Supplier Payment	EFT	EFT-00182025	2/2/2023	1,802.46	His Masterpiece LLC	
Supplier Payment	EFT	EFT-00182026	2/2/2023	3,909.60	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00182028	2/2/2023	12,725.00	Second Step Housing	
Supplier Payment	EFT	EFT-00182029	2/2/2023	8,670.88	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00182030	2/2/2023	7,249.12	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00182031	2/2/2023	6,912.00	Sequence Graphics LLC - Remit-To: Sequence Graphics	
Supplier Payment	EFT	EFT-00182032	2/2/2023	1,784.86	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00182033	2/2/2023	4,481.43	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	

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INVOICE PAYMENTS REPORT

Supplier Payment	EFT	EFT-00182034	2/2/2023	164,030.83	Operations Management International Inc
Supplier Payment	EFT	EFT-00182035	2/2/2023	7,208.67	Vancouvercenter Condominium Association
Supplier Payment	EFT	EFT-00182036	2/2/2023	3,400.00	JCI Jones Chemicals, Inc.
Supplier Payment	EFT	EFT-00182037	2/2/2023	12,092.61	Mackay Sposito Inc
Supplier Payment	EFT	EFT-00182038	2/2/2023	279,658.68	Tapani Inc
Supplier Payment	EFT	EFT-00182039	2/2/2023	312.38	MPGTandem
Supplier Payment	EFT	EFT-00182040	2/2/2023	577.32	McKesson Medical Surgical Inc
Supplier Payment	EFT	EFT-00182041	2/2/2023	22,753.24	Lynn K Wittwer MD PC
Supplier Payment	EFT	EFT-00182042	2/2/2023	190,825.73	First Forty Feet LLC
Supplier Payment	EFT	EFT-00182043	2/2/2023	40.77	Ziply Fiber
Supplier Payment	EFT	EFT-00182044	2/2/2023	59,196.64	Jacobs Engineering Group Inc
Supplier Payment	EFT	EFT-00182045	2/2/2023	7,337.52	State of Washington Auditor's Office
Supplier Payment	EFT	EFT-00182046	2/2/2023	557.48	Living Hope Church
Supplier Payment	EFT	EFT-00182047	2/2/2023	508,112.42	Rotschy Inc
Supplier Payment	EFT	EFT-00182048	2/2/2023	6,388.65	Pitney Bowes Inc
Supplier Payment	EFT	EFT-00183852	2/8/2023	1,382.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners
Supplier Payment	EFT	EFT-00183837	2/9/2023	673,383.96	Lee Contractors LLC
Supplier Payment	EFT	EFT-00183838	2/9/2023	238.70	Fire Systems West
Supplier Payment	EFT	EFT-00183839	2/9/2023	101.99	Harrys Key Service Inc
Supplier Payment	EFT	EFT-00183840	2/9/2023	1,437.99	Accurate Investigation Services
Supplier Payment	EFT	EFT-00183841	2/9/2023	25,174.00	Coffman Engineers Inc
Supplier Payment	EFT	EFT-00183842	2/9/2023	2,905.58	Linguava Interpreters Inc
Supplier Payment	EFT	EFT-00183843	2/9/2023	4,623.75	ROP Consulting Inc
Supplier Payment	EFT	EFT-00183844	2/9/2023	35.73	MPGTandem
Supplier Payment	EFT	EFT-00183845	2/9/2023	4,270.00	Brad Piesch Aggressive Enterprises, Inc
Supplier Payment	EFT	EFT-00183846	2/9/2023	154,708.33	Halbert Construction Services LLC
Supplier Payment	EFT	EFT-00183847	2/9/2023	22,672.95	Jacobs Engineering Group Inc
Supplier Payment	EFT	EFT-00183848	2/9/2023	2,625.87	Waxie's Enterprises Inc
Supplier Payment	EFT	EFT-00183849	2/9/2023	19,689.72	Evoqua Water Technologies LLC
Supplier Payment	EFT	EFT-00183850	2/9/2023	395.95	Avolve Software Corp
Supplier Payment	EFT	EFT-00183851	2/9/2023	35,775.52	Micro Enterprise Services of Oregon
Supplier Payment	EFT	EFT-00183853	2/9/2023	197.40	State of Washington Department of Enterprise Services
Supplier Payment	EFT	EFT-00183854	2/9/2023	10,000.00	Vancouver Downtown Association
Supplier Payment	EFT	EFT-00183855	2/9/2023	7,502.45	Retail Lockbox Inc
Supplier Payment	EFT	EFT-00183856	2/9/2023	62,779.13	Outsiderinn.org
Supplier Payment	EFT	EFT-00183857	2/9/2023	1,615.97	Metro Overhead Door Inc
Supplier Payment	EFT	EFT-00183858	2/9/2023	4,958.86	Eagle Newspaper Inc
Supplier Payment	EFT	EFT-00183859	2/9/2023	95,074.60	Del Sol Inc
Supplier Payment	EFT	EFT-00183860	2/9/2023	2,975.00	JCI Jones Chemicals, Inc.
Supplier Payment	EFT	EFT-00183861	2/9/2023	1,025.00	Better Air Northwest, LLC
Supplier Payment	EFT	EFT-00183832	2/10/2023	14,918.44	Allegiance Benefit Plan Management Inc
Supplier Payment	EFT	EFT-00183833	2/10/2023	131.22	Legal Shield
Supplier Payment	EFT	EFT-00183834	2/10/2023	950.40	Vancouver Command Guild
Supplier Payment	EFT	EFT-00183835	2/10/2023	23,746.02	IAFF Local #452
Supplier Payment	EFT	EFT-00183836	2/10/2023	12,029.03	Vancouver Police Officer Guild
Supplier Payment	EFT	EFT-00183946	2/16/2023	160,936.79	Advanced Excavating Specialists LLC
Supplier Payment	EFT	EFT-00183947	2/16/2023	34,662.56	Jacobs Engineering Group Inc
Supplier Payment	EFT	EFT-00183948	2/16/2023	9,705.97	Harrys Key Service Inc
Supplier Payment	EFT	EFT-00183949	2/16/2023	1,280.00	Rotschy Inc
Supplier Payment	EFT	EFT-00183950	2/16/2023	3,571.36	RELX Inc. - Remit-To: LexisNexis - Chicago
Supplier Payment	EFT	EFT-00183951	2/16/2023	22,785.02	Share Inc
Supplier Payment	EFT	EFT-00183952	2/16/2023	4,882.50	Workday Inc
Supplier Payment	EFT	EFT-00183953	2/16/2023	6,927.73	Garon Roofing & Sheet Metal Inc
Supplier Payment	EFT	EFT-00183954	2/16/2023	12,430.91	Otak Inc
Supplier Payment	EFT	EFT-00183955	2/16/2023	1,328.00	Mackay Sposito Inc
Supplier Payment	EFT	EFT-00183956	2/16/2023	80.85	MPGTandem
Supplier Payment	EFT	EFT-00183957	2/16/2023	2,124.40	Canopy Wellbeing
Supplier Payment	EFT	EFT-00183958	2/16/2023	1,057.06	Praxair Distribution Inc
Supplier Payment	EFT	EFT-00183959	2/16/2023	2,147.75	Investigative Solutions LLC
Supplier Payment	EFT	EFT-00183960	2/16/2023	2,966.48	State of Washington Consolidated Technology Services
Supplier Payment	EFT	EFT-00183961	2/16/2023	4,778.40	George Elevator Service LLC
Supplier Payment	EFT	EFT-00183962	2/16/2023	27,977.93	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago
Supplier Payment	EFT	EFT-00183963	2/16/2023	242,365.98	First Forty Feet LLC
Supplier Payment	EFT	EFT-00183964	2/16/2023	7,508.87	His Masterpiece LLC
Supplier Payment	EFT	EFT-00183965	2/16/2023	19,600.03	Halbert Construction Services LLC
Supplier Payment	EFT	EFT-00183966	2/16/2023	3,813.00	Salazar Architect Inc

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INVOICE PAYMENTS REPORT

Supplier Payment	EFT	EFT-00183967	2/16/2023	7,500.00	Arbutus Consulting LLC
Supplier Payment	EFT	EFT-00183968	2/16/2023	2,210.95	Linguava Interpreters Inc
		EFT		3,556,321.47	
Supplier Payment	Manual Wire		1/24/2023	61,397.65	Paymentus Corporation
Supplier Payment	Manual Wire		1/30/2023	775,591.64	State of Washington Department of Retirement System (PERS)
Supplier Payment	Manual Wire		1/30/2023	9,917.64	Bank Of America N.A. - Remit-To: Charlotte NC
Supplier Payment	Manual Wire		1/31/2023	239,982.58	Blue Cross Blue Shield of Oregon
Supplier Payment	Manual Wire		1/31/2023	18,845.90	Washington Dental Service
Supplier Payment	Manual Wire		1/31/2023	1,174,355.84	Liberty Mutual Group Inc.
Supplier Payment	Manual Wire		1/31/2023	3,023.37	Internal Revenue Service
Supplier Payment	Manual Wire		2/1/2023	50,064.07	State of Washington Department of Revenue
Supplier Payment	Manual Wire		2/1/2023	11,634.73	Athlactron Holding
Supplier Payment	Manual Wire		2/1/2023	42,110.96	JP Morgan Chase Bank, N.A.
Supplier Payment	Manual Wire		2/2/2023	6,237.79	Washington Dental Service
Supplier Payment	Manual Wire		2/3/2023	178,212.50	Western States Health & Welfare Trust
Supplier Payment	Manual Wire		2/3/2023	458,413.44	Vancouver Firefighters Union Health & Welfare Trust
Supplier Payment	Manual Wire		2/3/2023	13,938.15	VSP Vision Care Inc
Supplier Payment	Manual Wire		2/3/2023	1,550.00	Bank Of America N.A. - Remit-To: Charlotte NC
Supplier Payment	Manual Wire		2/3/2023	163.23	Bank Of America N.A. - Remit-To: Account Analysis
Supplier Payment	Manual Wire		2/6/2023	21,477.90	Washington Dental Service
Supplier Payment	Manual Wire		2/6/2023	249,200.01	Blue Cross Blue Shield of Oregon
Supplier Payment	Manual Wire		2/6/2023	63,534.39	Liberty Mutual Group Inc.
Supplier Payment	Manual Wire		2/6/2023	238.46	Keybank National Association
Supplier Payment	Manual Wire		2/7/2023	23,046.44	JP Morgan Chase Bank, N.A.
Supplier Payment	Manual Wire		2/7/2023	243.81	Allegiance Benefit Plan Management Inc - Remit- To: COBRA
Supplier Payment	Manual Wire		2/8/2023	89,983.27	Reliastar Life Insurance Co
Supplier Payment	Manual Wire		2/9/2023	3,267.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit
Supplier Payment	Manual Wire		2/10/2023	25,456.10	Western States Health & Welfare Trust
Supplier Payment	Manual Wire		2/10/2023	19,200.00	Washington State Firefighters
Supplier Payment	Manual Wire		2/10/2023	1,192.18	Vancouver Fire Command Officers
Supplier Payment	Manual Wire		2/10/2023	289,344.20	ICMA Corp
Supplier Payment	Manual Wire		2/10/2023	24,334.56	Vancouver Firefighters Union Health & Welfare Trust
Supplier Payment	Manual Wire		2/10/2023	7,975.14	ICMA 401A
Supplier Payment	Manual Wire		2/10/2023	5,128.81	Washington SDU
Supplier Payment	Manual Wire		2/10/2023	859.50	Oregon SDU
Supplier Payment	Manual Wire		2/10/2023	49,670.52	State of Washington Department of Retirement System (PERS)
Supplier Payment	Manual Wire		2/10/2023	86,352.80	Liberty Mutual Group Inc.
Supplier Payment	Manual Wire		2/13/2023	19,373.10	Washington Dental Service
Supplier Payment	Manual Wire		2/13/2023	229,878.46	Blue Cross Blue Shield of Oregon
Supplier Payment	Manual Wire		2/13/2023	1,049,567.49	Internal Revenue Service
Supplier Payment	Manual Wire		2/14/2023	36,431.46	State of Oregon Department of Revenue
Supplier Payment	Manual Wire		2/14/2023	10.00	City of Portland Revenue Division
Supplier Payment	Manual Wire		2/14/2023	812,347.04	State of Washington Department of Retirement System (PERS)
Supplier Payment	Manual Wire		2/15/2023	21,337.63	Bank Of America N.A. - Remit-To: Charlotte NC
Supplier Payment	Manual Wire		2/15/2023	156.75	Bank Of America N.A. - Remit-To: Account Analysis
Supplier Payment	Manual Wire		2/16/2023	312.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit
Supplier Payment	Manual Wire		2/17/2023	622,915.84	Clark County - Remit-To: Clark County - Treasurer Vancouver
Supplier Payment	Manual Wire		2/17/2023	91,307.46	Blue Cross Blue Shield of Oregon
Supplier Payment	Manual Wire		2/17/2023	50,284.74	Liberty Mutual Group Inc.
		Manual Wire		6,939,866.55	
		Check Total		4,845,372.08	

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

INVOICE PAYMENTS REPORT

			Direct Deposit Total	11,536.88		
			EFT Total	3,556,321.47		
			2/6/2023	3,407.23	City Payments	Posted 01-30-23 to 02-05-23
			2/13/2023	14,643.57	City Payments	Posted 02-06-23 to 02-12-23
			2/21/2023	5,171.38	City Payments	Posted 02-13-23 to 02-19-23
			Hansen Total	23,222.18		
			2/6/2023	2,358.00	Miscellaneous	Parks Class Refunds FCC 01-30-23 to 02-05-23
			2/6/2023	710.25	Miscellaneous	Parks Class Refunds MCC 01-30-23 to 02-05-23
			2/13/2023	1,285.83	Miscellaneous	Parks Class Refunds FCC 02-06-23 to 02-12-23
			2/13/2023	600.00	Miscellaneous	Parks Class Refunds MCC 02-06-23 to 02-12-23
			2/21/2023	1,451.00	Miscellaneous	Parks Class Refunds FCC 02-13-23 to 02-19-23
			2/21/2023	1,089.00	Miscellaneous	Parks Class Refunds MCC 02-13-23 to 02-19-23
			VISA Total	7,494.08		
			Payroll Total	3,723,026.15		
			GRAND TOTAL	19,106,839.39		

City of Vancouver
Payroll Council Report
January 30, 2023 - February 19, 2023

Check No.	Date	Explanation	Amount
954 - 1004	01/31/23	1 2023 Pension Payroll	\$ 57,442.09
181923 - 181967	01/31/23	1 2023 Direct Deposits	\$ 62,281.87
N/A	11/02/23	Check 928 reversed	\$ (295.13)
1005	01/10/23	Replacement for Check #928	\$ 295.13
1006 - 1034	02/10/23	February 10th Checks	\$ 21,134.21
182057 - 183831	02/10/23	February 10th Direct Deposits	\$ 3,582,167.98

\$ 3,723,026.15



Staff Report: 031-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Development Agreement Amendment (Second Amendment) – PeaceHealth Southwest Medical Center

Key Points

- A development agreement (DA) between PeaceHealth and the City was executed in 2016. The DA was related to the 2015-approved master plan and vested development regulations, traffic trips and certain transportation improvements for a 10-year term.
- In 2022, an amendment to the master plan was approved by staff. The amendment allowed for construction of an expanded emergency department wing and surface parking lot at the south end of the main hospital building, as well as a reconfigured drop-off area at the Mother Joseph Building at the east end of the campus. In addition, the overall campus traffic generation and predicted 10-year build-out was reanalyzed by the applicant's traffic engineer in an updated traffic impact analysis (TIA).
- The applicant is requesting a DA amendment (Second Amendment to the 2016 DA) to reflect the 2022-amendment master plan and updated traffic impact analysis (TIA). The updated TIA provides for revised traffic mitigation.

Strategic Plan Alignment

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

Present Situation

The applicant has submitted a request for a proposed second amendment to the 2016 development agreement, which relates to the most recent 2022 master plan amendment. This proposed development agreement amendment would:

- Extend 10-year term - Amend the effective date to be the date of execution of this proposed 2nd Amendment.
 - Effect: Vesting and reservation of 335 weekday PM peak hour trips to run 10 years from the execution of this proposed 2nd amendment rather than from October 10,

2016 (date of the original development agreement). It is not uncommon for development agreements that cover large master-planned areas to have a period of 15 to 20 years.

- Update Traffic Mitigation - Incorporate the transportation mitigation measures identified under the most recent master plan amendment approval (PRJ-167480/LUP-81939), as stated in the staff report and decision dated amended March 22, 2022.
 - Effect: The list of transportation improvements from the original 2016 DA will be updated as follows:
 - Add a requirement to re-align the access on NE 87th Avenue, which is currently located slightly offset from NE 5th Street so that the access aligns with NE 5th Street. Signalize the newly aligned intersection and provide a westbound left-turn lane and a shared thru/right westbound lane.
 - Add a requirement to eliminate left-turn exits at the south parking garage access on NE 87th Avenue.
 - Delete the requirement currently set forth in the existing DA to construct a separate northbound right-turn lane at the intersection of NE 86th Avenue and NE Burton Road.

Other than the items listed above, the current Traffic Impact Analysis submitted by the applicant did not recommend any further changes to the required improvements contained in the existing DA, which include:

- Installation of a right-turn only sign (Per MUTCD) southbound at the right-turn only driveway that accesses Mill Plain Blvd near SE 88th Street.
- Construction of a second westbound left-turn lane at the intersection of Mill Plain Blvd and Lieser Road, together with all required traffic signal modifications. This includes reconstructing a portion of Lieser Road to provide for a second southbound receiving lane.
- Construction of an extension to NE 9th Street to connect the existing NE 9th Street terminus near NE 90th Avenue with NE 87th Avenue.
- Construction of a westbound right-turn deceleration lane at the intersection of Mill Plain Blvd and NE 93rd Street.
- Construction of a new pedestrian connection to link the PHSW campus to the expansion area adjacent to NE 92nd Avenue, NE 94th Avenue and NE 5th Street.

Advantage(s)

1. The master plan and DA process allows for more certainty for the applicant and the neighborhood regarding future growth and expansion of the hospital campus.
2. The Second Amendment to the 2016 DA would align the DA with most current master plan amendment and traffic impact analysis from 2022 thus providing for additional certainty and consistency.

Disadvantage(s)

Executing the DA amendment provides for certainty, however it would prevent the City from imposing any new regulatory requirements or additional traffic mitigation during the 10-year term. The DA would not vest the applicant to any future updates in stormwater management regulations.

Budget Impact

None

Prior Council Review

- 2016 Development Agreement
- 2020 First Amendment to the Development Agreement
- February 8, 2023 Council Meeting - staff briefed Council on the proposal under City Manager Communications

Action Requested

Approve Resolution to execute development agreement amendment.

Keith Jones, Senior Planner, 360-487-7887

ATTACHMENTS:

- ▢ DA Second Amendment - Proposed
- ▢ DA Second Amendment - Proposed - Track Changes
- ▢ 10 Year Master Plan Map
- ▢ Site Plan - Emergency Department
- ▢ 2016 Development Agreement
- ▢ 2020 DA First Amendment
- ▢ DA Resolution Proposed
- ▢ Council Presentation

**SECOND AMENDMENT TO AND RESTATEMENT OF
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF VANCOUVER AND PEACEHEALTH SOUTHWEST
MEDICAL CENTER**

Grantors:
PeaceHealth

Grantees:
The City of Vancouver, a municipal corporation

Abbreviated Legal/Parcel Nos.:
(To be inserted) Abbreviated Legal: FIRCREST LOT 10 BLK 1; Parcel No. 37916219 (Refer to additional Parcel Numbers on Exhibit A, Page 1 through 5; and Exhibit B, Page 1)

Effective Date: _____, 2023

Parties:

PeaceHealth Southwest Medical Center
400 NE Mother Joseph Place
Vancouver WA 98664

City of Vancouver
PO Box 1995
Vancouver WA 98668-1995

RECITALS

WHEREAS, PeaceHealth Southwest Medical Center (PeaceHealth) is the record owner of the property, which is legally described in Exhibit A (“Property”) to this Agreement and is located within the City limits of Vancouver, attached hereto and incorporated herein by this reference; and

WHEREAS, PeaceHealth has acquired six additional properties that upon acquisition became subject to this Agreement. These properties are identified on that parcel table attached hereto as Exhibit B to this Agreement; and

WHEREAS, the City of Vancouver (City) is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, local governments and private property owners are authorized by RCW 36.70B.170 to enter into development agreements; and

WHEREAS, this Agreement relates to future development of the property for healthcare and related accessory purposes; and provides mutual benefit to the City and PeaceHealth.

NOW, THEREFORE, based on the foregoing recitals, the parties agree as follows:

Section 1. Recitals. The recitals above set forth are incorporated into this Agreement by reference.

Section 2. Purpose. The purpose of this Agreement is to:

A. Support a Public Facilities Master Plan (PFMP) approved by the City for an expansion of PeaceHealth’s medical campus to better serve the region’s healthcare and related needs. This approval is found in the Hearings Examiners Decision dated August 31, 2015 in case number PRJ – 145134/LUP-43504 and the administrative amendment thereto found in the Amended Staff Report and Decision in case number PRJ-167480/LUP-81939 dated March 21, 2022 (“Amended PFMP”).

B. Vest the conceptual components of the development of the Property under the provisions of the VMC on the Effective Date of this Agreement, including the permitted uses of the Property, and the applicable development standards and regulations.

C. Continue to reserve capacity and vest the unused 299 weekday p.m. peak hour trips provided for in the Prior Development Agreement and 36 existing PM peak hour trips associated with the single-family homes purchased by PeaceHealth all of which are legally described as part of Exhibit A to this Agreement, for a total of 335 weekday p.m. peak hour trips for any development or redevelopment that may occur on the Property within 10 years of the Effective Date of this Agreement.

- D. Set forth the timing and cost of right-of-way dedication and vacations.
- E. Vest transportation concurrency for the term of this Agreement.
- F. Set forth the required transportation mitigation as that included in the Amended PFMP.

Section 3. Development Agreement. This agreement is a development agreement that is adopted and shall be implemented and interpreted in accordance with RCW 36.70B.170 through RCW 36.70B. 210 and VMC 20.250. It shall be a binding contract between PeaceHealth and the City upon the City's approval by ordinance or resolution following a public hearing in accordance with RCW 36.70B.170.

Section 4. Definitions. Except as state law may provide otherwise, the following terms shall have the following meanings: "VMC" means the Vancouver Municipal Code as it exists on the Effective Date of this Agreement and as it may subsequently be amended from time to time by the Vancouver City Council. "Development Agreement" means the Development Agreement between the City of Vancouver and PeaceHealth Southwest Medical Center with an effective date of October 10, 2016. "First Amended Agreement" means the First Amendment to and Restatement of Development Agreement Between the City of Vancouver and PeaceHealth Southwest Medical Center with an effective date of June 15, 2020. "Agreement" means this Second Amendment to and Restatement of Development Agreement Between the City of Vancouver and PeaceHealth Southwest Medical Center.

Section 5. Effective Date, Term, Termination, and Modification. This Agreement shall be effective (the "Effective Date") upon adoption of a resolution or ordinance by the Vancouver City Council and thereafter upon execution and signature of the authorized representatives of both parties. This Agreement shall be and remain in force for a period of 10 years from the Effective Date, after which it shall expire automatically and become null and void (the "Termination Date"), except that any development approvals, (master plan, land use, land division, building permits and the like) issued by the City for development of the property shall remain in place and continue to impose on-going legal obligations on the holder of those development approvals. This Agreement may be modified prior to termination only upon mutual written agreement of both parties after a public hearing as required by RCW 36.70B.200. Notwithstanding the foregoing, the Mayor is authorized to approve on behalf of the City minor modifications to this Agreement of the exhibits attached hereto without the necessity of a public hearing.

Section 6. Prior Development Agreement. Notwithstanding the expiration thereof on December 20, 2014, the terms and provisions of a prior development agreement between the parties dated January 22, 2002 ("Prior Development Agreement") are hereby

reinstated as of that termination date and shall be in full force and effect for the 299 Reserved and unused transportation trips provided for in such Prior Development Agreement which shall be and remain vested under this Agreement.

Section 7. Transportation Infrastructure and Reservation of Traffic Capacity. PeaceHealth will construct transportation improvements at its own cost and expense pursuant to the conditions set forth in the Amended PFMP. The Amended PFMP identifies all required improvements for the full buildout of the Property and the specific standards that apply to future development. The timing of all required improvements will be addressed during site plan approval for the individual projects included in the Amended PFMP.

Section 8. Right of Way Dedication and Vacation. Final build-out of the proposed projects contemplated herein and in the Amended PFMP will require dedication of the NE 9th Street Extension (from the existing terminus of NE 9th Street near NE 90th Avenue to NE 87th Avenue) and vacation of existing rights-of-way (subject to the City's right of way vacation process,) in the expansion areas, including:

- NE 90th Avenue (south of NE 9th Street)
- NE 8th Street (between Henrietta Lacks Health and Bioscience High School and NE 90th Avenue)
- NE 91st Avenue (between NE 8th Street and NE 7th Street)
- NE Pietz Street (west of NE 92nd Avenue)
- NE 7th Street (between NE 90th and NE 91st Avenues)
- NE 93rd Avenue (north of Mill Plain Boulevard and south of parcel 37916251)
- Completion of the NE 9th Street Extension and dedication will be phased with the build-out of the campus and will be finished after completion of the two medical office building projects in the north campus area identified on Exhibit A2. PeaceHealth shall initiate proceedings for vacation of the rights-of-way included in this Agreement prior to the submittal of Type II site plan review applications for projects included in the Amended PFMP that will require a right-of-way vacation to be constructed.

Section 9. Vesting of Vehicle Trips and Concurrency. For purposes of future concurrency management and Transportation Impact Fees ("TIFs") that would be assessed by the City on the redevelopment or change in use of the Property, the City will credit the Average Daily Trip ("ADT") generation and p.m. peak hour trips from the existing uses on the Property as of the Effective Date of this Agreement. The TIF that will be due for the redevelopment and change in use of the Property will be based on the increase in ADT generation attributable to the new development or use beyond the current level of trip generation by the current use. Capacity for the current 335 weekday p.m. peak hour trips (299 vested and unused weekday PM peak hour trips as provided for in the Prior Development Agreement and 36 existing weekday PM peak hour trips associated with the single-family homes purchased by PeaceHealth from the

current use of the Property for a total of 335) shall be reserved by the City and vested for the Property, for any development or redevelopment that may occur within 10 years of the Effective Date of this Agreement. PeaceHealth will prepare trip generation letters for all future projects included in the Amended PFMP at the time of site plan review, with the exception of Tower 2, which will require a new Transportation Impact Analysis (TIA). The trip generation letters will verify the proposed trip volumes and that resulting traffic operations would remain consistent with the October 2021 TIA submitted with the Amended PFMP.

Section 10. Vesting. As provided for in RCW 36.70B.170(1) and VMC 20.250, during the term of this Agreement, development of the property and the Amended PFMP shall be controlled by the terms and conditions of this Agreement and any requirements and/or standards adopted by the City that are not inconsistent with the terms and requirements of the agreement. The parties agree that the development of the Property and this Agreement vests as to the permitted use, land use ordinance, regulation, and development standards in effect in VMC section 20.250.040 as of the earlier of the date of any fully complete land use application being processed for approval with the Development Agreement, or the Effective Date of this Agreement. “Vesting” shall mean that the property is entitled to be used and to implement a public facilities master plan, site plan, or other land use permit or approval that is substantially consistent with that shown in Exhibit A, and that the Property is entitled to be eligible to receive land use approval of development proposals (“implementing land use approval(s)”) that are consistent therewith, in accordance with the zoning, development, and land use ordinances in effect upon the date of the vesting of the this Agreement without any such application being subject to changes in ordinance, regulation, and development standards and regulations that are enacted or implemented subsequent to the date thereof. Further, if an implementing land use approval has become final (not appealed), which is at variance with such ordinance, regulation, and development standards and regulations with the agreement of the applicant(s), the ordinance, regulation, and development standards and regulations manifested in such implementing land use approval(s) shall become vested under the Development Agreement. This Agreement and the development standards in, and terms of, this Agreement govern during the term of this Agreement and may not be subject to an amendment to a zoning ordinance, land use regulation, or development standard adopted after the Effective Date except with the written agreement of the Developer; provided that Developer or its assignee may elect to waive vesting as to an ordinance, requirement, condition, or standard and proceed under any ordinance, requirement, condition, or standard more recently in effect by the City of Vancouver as allowed under VMC 20.250.040. This vesting shall continue beyond the term of this Agreement as to any fully complete implementing land use application in process or granted by the City during the term of this Agreement, for the normal term of approval of any such application or approval. Any permit or approval issued by the City, including any implementing land use approval, after the vesting of this Agreement must be consistent with this Agreement; provided that applicable storm

water regulations are subject to the City of Vancouver Phase 2 National Pollutant Discharge Elimination System (NPDES) permit.

Section 11. Property Governed. This Agreement governs and vests the development of the PeaceHealth Property described on the drawings attached to this Agreement as Exhibit A1 and A2 and to the extent the properties highlighted on the parcel table attached to this Agreement as Exhibit B are acquired by PeaceHealth, this Agreement shall be re-recorded with the legal descriptions for those properties identified on Exhibit B and each and every term and provision of this Agreement shall apply to the newly added properties which will be identified as Exhibit B including but not limited to the vesting provision which shall vest the newly acquired property on the date of the re-recording of this Agreement. No further City Council action is required to record this agreement as provided for in this section.

Section 12. Exception to Vesting/Serious Threat to Public Health. Nothing contained in this Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70.170(4) to address issues of public health and safety.

Section 13. Construction. This Agreement sets forth the entire agreement of the parties. This Agreement shall be construed as a whole. No amendment, change, or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties. To the extent of any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Agreement shall prevail.

Section 14. Further Discretionary Actions. Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the Property, including one or more building permits, under the processes established by the City; provided however those processes shall not impose any conditions inconsistent with the provisions of this Agreement.

Section 15. Remedies. Should a disagreement arise between the City and the land owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If this does not result in resolution the parties agree to employ a mutually agreed upon mediator to resolve the disagreement. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 16. Performance. Failure by either party at any time to require performance by the other party of any of the provisions or requirement of this Agreement shall in no way affect the parties' rights hereunder to enforce any and all requirements of this Agreement, nor shall any failure by a party to declare a default or breach of the agreement by the other party be deemed a waiver of a default or breach or a waiver of this non-waiver clause.

Section 17. Enforcement and Venue. In the event of any litigation arising hereunder, or with respect hereto, the laws of the State of Washington shall control, 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, by any method authorized by Washington law.

Section 18. Required Public Hearing. This Agreement is authorized by a resolution of the City Council of the City of Vancouver following a hearing as required by RCW 36.70B.170.

Section 19. Default. In the event either party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other party (unless the parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing party shall take no further action. Notwithstanding the foregoing, in the event of a serious threat to public health and safety or irreparable harm, the City may immediately enforce the provisions of this Agreement or any other provision of law.

Section 20. Extensions of Time for Performance. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be deemed to be in default where delays and performance or failure to perform are due to war, insurrection, strike or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, extended appeals by third parties, or any similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

Section 21. Binding Effect. This Agreement, or a summary therefore, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Agreement, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Upon assignment of this

Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations, and liabilities set forth in this Agreement as they relate to such parcel.

Section 22. Cooperation. Each party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

Section 23. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 24. Inconsistencies. If any provision of the Vancouver Municipal Code is deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall control.

Section 25. Binding on Successors and Recording. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors, and assigns. This Agreement shall be recorded in Clark County real property records for the Property. PeaceHealth may sell or otherwise lawfully dispose of all or any portion of the Property to another person, corporation, partnership, or other entity, who shall be bound by and benefitted by the requirements and terms of this Agreement.

Section 26. Term. The initial term of this Agreement shall be for ten (10) years from the Effective Date, with the parties entitled to extend the term if approved by the City by resolution following public hearing or as otherwise allowed under state law.

Section 27. Enforcement. This Agreement may be enforced through any remedy provided by law or in equity

Section 28. Effective Date. This Agreement will become effective upon adoption of a resolution or ordinance by the Vancouver City Council and thereafter upon execution and signature of the authorized representatives of both parties.

Section 29. Run with the Land. This Agreement shall run with the land and be binding on the parties' successors and assigns. This Agreement shall be recorded with the Clark County Auditor

IT IS SO AGREED, as indicated by the below-signed authorized representative of the parties hereto.

City of Vancouver:

PeaceHealth, LLC:

By: _____

By: _____

Date: _____

Date: _____

Approved as to Form:

By: _____

STATE OF WASHINGTON)

: ss

County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this ____ day of _____, 2023

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

STATE OF WASHINGTON)

: ss

County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this ____ day of _____, 2023

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

EXHIBIT A**[Full Legal Descriptions Attached to Documents Recorded Under 5950651 AMD.]****Currently owned by PeaceHealth:**

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916219	213 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,503	0.2
37916217	219 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,701	0.18
37916215	301 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,450	0.17
37916213	305 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,379	0.17
37916211	311 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,076	0.19
37916209	317 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,385	0.17
37916207	321 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,704	0.18
37916203	409 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,670	0.18
37916201	415 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,938	0.18
37916233	320 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,155	0.19
37916231	314 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,090	0.19
37916229	308 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,897	0.18
37916227	302 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,108	0.19
37916225	222 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,056	0.18
37916261	205 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,143	0.19
37916259	213 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,079	0.19
37916257	219 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,342	0.17
37916255	301 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,881	0.18
37916253	305 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,322	0.17
37916279	402 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,966	0.18
37916275	314 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,919	0.18
37916273	308 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,170	0.19

37916271	302 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,888	0.18
37916269	206 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,769	0.18
37916267	204 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,707	0.18
37916265	202 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,792	0.18
37916263	200 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,693	0.18
111011010	610 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,096	0.19
111011012	616 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,063	0.19
111011014	700 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,043	0.18
111011008	710 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,126	0.19
111011022	717 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,918	0.20
111011020	9106 NE PIETZ ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,013	0.21
111011034	9107 NE PIETZ ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,993	0.21
111011036	617 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,554	0.22
111011038	9105 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	11,434	0.26
111011040	9019 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,739	0.18
111011042	9011 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,636	0.18
111011044	9005 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,171	0.19
111011052	9016 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,126	0.23
111011050	704 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,154	0.23
111011048	710 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,161	0.23
111011046	9015 NE 8TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,145	0.23
111011060	9007 NE 8TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,152	0.23
111011058	711 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,180	0.23
111011056	705 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,186	0.23
111011054	9008 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,170	0.23
111011074	616 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,192	0.19

111011072	700 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,207	0.19
111011070	704 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,214	0.19
111011068	710 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,230	0.19
111011066	718 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,106	0.19
111011064	800 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,324	0.19
111011062	806 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,207	0.19
111022066	8915 NE 9TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,191	0.21
111017112	605 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	9,335	0.21
111017110	9213 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	9,476	0.22
111017064	521 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,383	0.19
111012112	9204 NE 5TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	6,706	0.15
111017052	9213 NE 6TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,297	0.19
111017050	509 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,578	0.20

Parcels within the original 42-acre hospital campus:

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
166207000	N/A	PeaceHealth	PF	OCI	49,658	1.14
166206000	N/A	PeaceHealth	PF	OCI	35,719	0.82
166205000	N/A	PeaceHealth	PF	OCI	35,719	0.82
166204000	N/A	PeaceHealth	PF	OCI	55,757	1.28
166208000	N/A	PeaceHealth	PF	OCI	125,888	2.89
166209000	N/A	PeaceHealth	PF	OCI	115,870	2.66
166203000	605 NE 87TH AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	80,586	1.85
110840000	400 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	769,270	17.66
110892000/ 986035261	8716 E MILL PLAIN BLVD, VANCOUVER, 98664	C E John Properties 60 LLC	COM	CC	38,333	0.88
110893000	8700 E MILL PLAIN BLVD, VANCOUVER, 98664	C E John Properties 60 LLC	COM	CC	11,326	0.26
166202000	505 NE 87TH AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	48,352	1.11
166202001	N/A	SW WA Health System	PF	OCI	16,988	0.39
166202002	N/A	PMB VANCOUVER	PF	OCI	0	0

166202003	N/A	PMB VANCOUVER	PF	OCI	0	0
166216000	200 NE MOTHER JOSEPH PL, VANCOUVER, 98664	SW WA Health System	PF	OCI	16,988	0.39
166216001	N/A	SW WA Health System	PF	OCI	19,166	0.44
166216002	N/A	PMB Vancouver	PF	OCI	0	0
166216003	N/A	PMB Vancouver	PF	OCI	0	0
37916285	300 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	172,062	3.95
37916288	100 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	38,768	0.89
37916341	110 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	51,401	1.18
166210000	600 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	63,162	1.45
166212000	N/A	PeaceHealth	PF	OCI	44,431	1.02
166211000	602 NE 92ND AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	16,988	0.39
166211001	N/A	PMB Vancouver	PF	OCI	0	0

EXHIBIT B

Properties to be Acquired

<u>Parcel #</u>	<u>Address</u>	<u>Ownership</u>	<u>Comp Plan</u>	<u>Zoning</u>	<u>Square Ft.</u>	<u>Acres</u>
37916205	403 NE 92 ND AVE, VANCOUVER, 98664	Ronald and Virginia Oliver	PF	OCI	7,676	0.18
37916223	216 NE 93 RD AVE, VANCOUVER 98664	Carrie Sowers & Steve McCallum	PF	OCI	8,175	0.19
37916221	210 NE 93 RD AVE, VANCOUVER, 98664	William Bergeron	PF	OCI	7,521	0.17
37916277	320 NE 94 TH AVE, VANCOUVER, 98664	Amy & Thomas Merfeld	PF	OCI	7,929	0.18
111011006	716 NE 92 ND AVE, VANCOUVER, 98664	Mary Bosius	PF	OCI	7,934	0.18
111011076	610 NE 90 TH Ave, VANCOUVER, 98664	Beverlee Miller, Trustee	PF	OCI	9,363	0.21
Total					48,598	1.11

EXHIBIT B-1

**~~FIRST~~ SECOND AMENDMENT TO AND RESTATEMENT OF
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF VANCOUVER AND PEACEHEALTH SOUTHWEST
MEDICAL CENTER**

Grantors:
PeaceHealth

Grantees:
The City of Vancouver, a municipal corporation

Abbreviated Legal/Parcel Nos.:
(To be inserted) Abbreviated Legal: FIRCREST LOT 10 BLK 1; Parcel No. 37916219 (Refer to additional Parcel Numbers on Exhibit A, Page 1 through 5; and Exhibit B, Page 1)

Effective Date: _____, ~~2020~~ 2023

Parties:
PeaceHealth Southwest Medical Center
400 NE Mother Joseph Place
Vancouver WA 98664

City of Vancouver
PO Box 1995
Vancouver WA 98668-1995

RECITALS

WHEREAS, PeaceHealth Southwest Medical Center (PeaceHealth) is the record owner of the property, which is legally described in Exhibit A ("Property") to this Agreement and is located within the City limits of Vancouver, attached hereto and incorporated herein by this reference; and

WHEREAS, PeaceHealth has acquired six additional properties that upon acquisition became subject to this Agreement. These properties are identified on that parcel table attached hereto as Exhibit B to this Agreement; ~~and~~

WHEREAS, the City of Vancouver (City) is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, local governments and private property owners are authorized by RCW 36.70B.170 to enter into development agreements; and

WHEREAS, this Agreement relates to future development of the property for healthcare and related accessory purposes; and provides mutual benefit to the City and PeaceHealth.

NOW, THEREFORE, based on the foregoing recitals, the parties agree as follows:

Section 1. Recitals. The recitals above set forth are incorporated into this Agreement by reference.

Section 2. Purpose. The purpose of this Agreement is to:

A. Support a Public Facilities Master Plan (PFMP) approved by the City for an expansion of PeaceHealth's medical campus to better serve the region's healthcare and related needs. This approval is found in the Hearings Examiners Decision dated August 31, 2015 in case number PRJ – 145134/LUP-43504 and the administrative amendment thereto found in the Amended Staff Report and Decision in case number PRJ-167480/LUP-81939 dated March 21, 2022 ("Amended PFMP").

B. Vest the conceptual components of the development of the Property under the provisions of the VMC on the Effective Date of this Agreement, including the permitted uses of the Property, and the applicable development standards and regulations.

C. Continue to reserve capacity and vest the unused 299 weekday p.m. peak hour trips ~~(provided for in the prior development agreement~~ Prior Development Agreement and 36 existing PM peak hour trips associated with the single-family homes purchased by PeaceHealth all of which are legally described as part of Exhibit A to this Agreement, for a total of 335 weekday p.m. peak hour trips; ~~F~~ for any development or redevelopment that may occur on the Property within 10 years of the ~~effective date~~ Effective Date of ~~the Development~~ this Agreement.

D. Set forth the timing and cost of right-of-way dedication and vacations.

E. Vest transportation concurrency for the term of this Agreement.

F. Set forth the required transportation mitigation as that included in the ~~Hearings Examiner Decision dated August 31, 2015~~ Amended PFMP.

Section 3. Development Agreement. This agreement is a development agreement that is adopted and shall be implemented and interpreted in accordance with RCW 36.70B.170 through RCW 36.70B. 210 and VMC 20.250. It shall be a binding contract between PeaceHealth and the City upon the City's approval by ordinance or resolution following a public hearing in accordance with RCW 36.70B.170.

Section 4. Definitions. Except as state law may provide otherwise, the following terms shall have the following meanings: "VMC" means the Vancouver Municipal Code as it exists on the ~~effective date~~Effective Date of this Agreement and as it may subsequently be amended from time to time by the Vancouver City Council. "Development Agreement" means the Development Agreement between the City of Vancouver and PeaceHealth Southwest Medical Center with an effective date of October 10, 2016. "~~First Amended~~ Agreement" means ~~this the~~ First Amendment to and Restatement of ~~the~~ Development Agreement Between the City of Vancouver and PeaceHealth Southwest Medical Center with an effective date of June 15, 2020. "Agreement" means this Second Amendment to and Restatement of Development Agreement Between the City of Vancouver and PeaceHealth Southwest Medical Center.

Section 5. Effective Date, Term, Termination, and Modification. This ~~agreement~~ Agreement shall be effective (the "Effective Date") upon adoption of a resolution or ordinance by the Vancouver City Council and thereafter upon execution and signature of the authorized representatives of both parties. This ~~agreement~~ Agreement shall be and remain in force for a period of 10 years from the ~~effective date~~Effective Date, after which it shall expire automatically and become null and void (the "Termination Date"), except that any development approvals, (master plan, land use, land division, building permits and the like) issued by the City for development of the property shall remain in place and continue to impose on-going legal obligations on the holder of those development approvals. This ~~agreement~~ Agreement may be modified prior to termination only upon mutual written agreement of both parties after a public hearing as required by RCW 36.70B.200. Notwithstanding the foregoing, the Mayor is authorized to approve on behalf of the City minor modifications to this Agreement of the exhibits attached hereto without the necessity of a public hearing.

Section 6. Prior Development Agreement. Notwithstanding the expiration thereof on December 20, 2014, the terms and provisions of a ~~Prior Development Agreement~~ prior development agreement between the parties dated January 22, 2002 ("Prior

Development Agreement") are hereby reinstated as of that termination date and shall be in full force and effect for the 299 Reserved and unused transportation trips provided for in such Prior Development Agreement which shall be and remain vested under this Agreement.

Section 7. Transportation Infrastructure and Reservation of Traffic Capacity. PeaceHealth will construct transportation improvements at its own cost and expense pursuant to the conditions set forth in the ~~Hearings Examiner Decision dated August 31, 2015~~ Amended PFMP. The ~~Hearings Examiner Decision~~ Amended PFMP identifies all required improvements for the full buildout of the Property and the specific standards that apply to future development. The timing of all required improvements will be addressed during site plan approval for the individual projects included in the Amended PFMP ~~approval~~.

Section 8. Right of Way Dedication and Vacation. Final build-out of the proposed projects contemplated herein and in the Amended PFMP ~~Public Facilities Master Plan~~ will require dedication of the NE 9th Street Extension (from the existing terminus of NE 9th Street near NE 90th Avenue to NE 87th Avenue) and vacation of existing rights-of-way (subject to the City's right of way vacation process,) in the expansion areas, including:

- NE 90th Avenue (south of NE 9th Street)
- NE 8th Street (between Henrietta Lacks Health and Bioscience High School and NE 90th Avenue)
- NE 91st Avenue (between NE 8th Street and NE 7th Street)
- NE Pietz Street (west of NE 92nd Avenue)
- NE 7th Street (between NE 90th and NE 91st Avenues)
- NE 93rd Avenue (north of Mill Plain Boulevard and south of parcel 37916251)
- Completion of the NE 9th Street Extension and dedication will be phased with the build-out of the campus and will be finished after completion of the two medical office building projects in the north campus area identified on Exhibit A2. ~~PeaceHealth~~ The City shall initiate proceedings for vacation of the rights-of-way included in this Agreement prior to the submittal of Type II site plan review applications for projects included in the Amended PFMP that will require a right-of-way vacation to be constructed.

Section 9. Vesting of Vehicle Trips and Concurrency. For purposes of future concurrency management and Transportation Impact Fees ("TIFs") that would be assessed by the City on the redevelopment or change in use of the Property, the City will credit the Average Daily Trip ("ADT") generation and p.m. peak hour trips from the existing uses on the Property as of the ~~effective date~~ Effective Date of this Agreement. The TIF that will be due for the redevelopment and change in use of the Property will be based on the increase in ADT generation attributable to the new development or use beyond the current level of trip generation by the current use.

Capacity for the current 335 weekday p.m. peak hour trips (299 vested and unused weekday PM peak hour trips as provided for in the Prior Development Agreement and 36 existing weekday PM peak hour trips associated with the single-family homes purchased by PeaceHealth from the current use of the Property for a total of 335) shall be reserved by the City and vested for the Property, for any development or redevelopment that may occur within 10 years of the ~~effective date~~ Effective Date of this Agreement. PeaceHealth will prepare trip generation letters for all future projects included in the Amended PFMP at the time of site plan review, with the exception of Tower 2, which will require a new Transportation Impact Analysis (TIA). The trip generation letters will verify the proposed trip volumes and that resulting traffic operations would remain consistent with the ~~February 2015~~ October 2021 TIA submitted with the Amended PFMP.

Section 10. Vesting. As provided for in RCW 36.70B.170(1) and VMC 20.250, during the term of this Agreement, development of the property and the Amended PFMP ~~master plan therefor~~ shall be controlled by the terms and conditions of this Agreement and any requirements and/or standards adopted by the City that are not inconsistent with the terms and requirements of the agreement. The parties agree that the development of the Property and this Agreement vests as to the permitted use, land use ordinance, regulation, and development standards in effect in VMC section 20.250.040 as of the earlier of the date of any fully complete land use application being processed for approval with the Development Agreement, or ~~October 10, 2016~~, the ~~effective date~~ Effective Date of ~~the Development~~ this Agreement. “Vesting” shall mean that the property is entitled to be used and to implement a public facilities master plan, site plan, or other land use permit or approval that is substantially consistent with that shown in Exhibit A, and that the Property is entitled to be eligible to receive land use approval of development proposals (“implementing land use approval(s)”) that are consistent therewith, in accordance with the zoning, development, and land use ordinances in effect upon the date of the vesting of the ~~Development~~ this Agreement without any such application being subject to changes in ordinance, regulation, and development standards and regulations that are enacted or implemented subsequent to the date thereof. Further, if an implementing land use approval has become final (not appealed), which is at variance with such ordinance, regulation, and development standards and regulations with the agreement of the applicant(s), the ordinance, regulation, and development standards and regulations manifested in such implementing land use approval(s) shall become vested under the Development Agreement. This Agreement and the development standards in, and terms of, ~~the Development~~ this Agreement govern during the term of ~~the this Development~~ Agreement and may not be subject to an amendment to a zoning ordinance, land use regulation, or development standard adopted after the ~~effective date~~ Effective Date of the Development Agreement except with the written agreement of the Developer; provided that Developer or its assignee may elect to waive vesting as to an ordinance, requirement, condition, or standard and proceed under any ordinance, requirement, condition, or standard more recently in effect by the City of Vancouver as allowed under VMC 20.250.040. This vesting shall

continue beyond the term of ~~this Development~~ Agreement as to any fully complete implementing land use application in process or granted by the City during the term of ~~the Development~~this Agreement, for the normal term of approval of any such application or approval. Any permit or approval issued by the City, including any implementing land use approval, after the vesting of ~~the Development~~this Agreement must be consistent with ~~the Development~~this Agreement; provided that applicable storm water regulations are subject to the City of Vancouver Phase 2 National Pollutant Discharge Elimination System (NPDES) permit.

Section 11. Property Governed. This Agreement governs and vests the development of the PeaceHealth Property described on the drawings attached to this Agreement as Exhibit A1 and A2 and to the extent the properties highlighted on the parcel table attached to this Agreement as Exhibit B are acquired by PeaceHealth, ~~this~~ Agreement shall be re-recorded with the legal descriptions for those properties identified on Exhibit B and each and every term and provision of this Agreement shall apply to the newly added properties which will be identified as Exhibit B including but not limited to the vesting provision which shall vest the newly acquired property on the date of the re-recording of this Agreement. No further City Council action is required to record this agreement ~~is~~as provided for in this section.

Section 12. Exception to Vesting/Serious Threat to Public Health. Nothing contained in this Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70.170(4) to address issues of public health and safety.

Section 13. Construction. This Agreement sets forth the entire agreement of the parties. This Agreement shall be construed as a whole. No amendment, change, or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties. To the extent of any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Agreement shall prevail.

Section 14. Further Discretionary Actions. Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the ~~property~~Property, including one or more building permits, under the processes established by the City; provided however those processes shall not impose any conditions inconsistent with the provisions of this Agreement.

Section 15. Remedies. Should a disagreement arise between the City and the land owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. ~~If~~ If this does not result in resolution the parties agree to employ a mutually agreed upon mediator to resolve the disagreement. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 16. Performance. Failure by either party at any time to require performance by the other party of any of the provisions or requirement of ~~the agreement~~ [this Agreement](#) shall in no way affect the parties' rights hereunder to enforce any and all requirements of this Agreement, nor shall any failure by a party to declare a default or breach of the agreement by the other party be deemed a waiver of a default or breach or a waiver of this non-waiver clause.

Section 17. Enforcement and Venue. In the event of any litigation arising hereunder, or with respect hereto, the law~~s~~ of the State of Washington shall control, and all signatories hereto~~r~~ 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, by any method authorized by Washington law.

Section 18. Required Public Hearing. This Agreement is authorized by a resolution of the City Council of the City of Vancouver following a hearing as required by RCW 36.70B.170.

Section 19. Default. In the event either party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other party (unless the parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within ~~the~~ sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing party shall take no further action. Notwithstanding the foregoing, in the event of a serious threat to public health and safety or irreparable harm, the City may immediately enforce the provisions of this Agreement or any other provision of law.

Section 20. Extensions of Time for Performance. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be deemed to be in default where delays and performance or failure to perform are due to war, insurrection, strike or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, extended appeals by third parties~~, or~~ [any](#) similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request

of either party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

Section 21. Binding Effect. This Agreement, or a summary therefore, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Agreement, and shall be binding upon and ~~insure~~ inure to the benefit of the respective successors and assigns of the parties. Upon assignment of this Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations, and liabilities set forth in this Agreement as they relate to such parcel.

Section 22. Cooperation. Each party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

Section 23. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 24. Inconsistencies. If any provision of the Vancouver Municipal Code is deemed inconsistent with the provisions of ~~the agreement~~ this Agreement, the provisions of this Agreement shall control.

Section 25. Binding on Successors and Recording. This ~~agreement~~ Agreement shall run with the land and be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors, and assigns. This ~~agreement~~ Agreement shall be recorded in Clark County real property records for the ~~property~~ Property. PeaceHealth may sell or otherwise lawfully dispose of all or any portion of the ~~property~~ Property to another person, corporation, partnership, or other entity, who shall be bound by and benefitted by the requirements and terms of this Agreement.

Section 26. Term. The initial term of ~~the Development~~ this Agreement shall be for ten (10) years from the ~~effective date~~ Effective Date of this Agreement, with the parties entitled to extend the term if approved by the City by resolution following public hearing or as otherwise allowed under state law.

Section 27. Enforcement. This Agreement may be enforced through any remedy provided by law or in equity

Section 28. Effective Date. This Agreement will become effective ~~upon signature by the City, after a public hearing has occurred upon adoption of a resolution or ordinance by the Vancouver City Council and thereafter upon execution and signature of the authorized representatives of both parties.~~

Commented [ALM1]: Revised to be consistent with definition in Section 5.

Section 29. Run with the Land. This Agreement shall run with the land and be binding on the ~~parties'~~ parties' successors and assigns. This Agreement shall be recorded with the Clark County Auditor

IT IS SO AGREED, as indicated by the below-signed authorized representative of the parties hereto.

City of Vancouver:

PeaceHealth, LLC:

By: _____

By: _____

Date: _____

Date: _____

Approved as to Form:

By: _____

STATE OF WASHINGTON)

: ss

County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

| Dated this _____ day of _____, ~~2016~~20222023

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

STATE OF WASHINGTON)

: ss

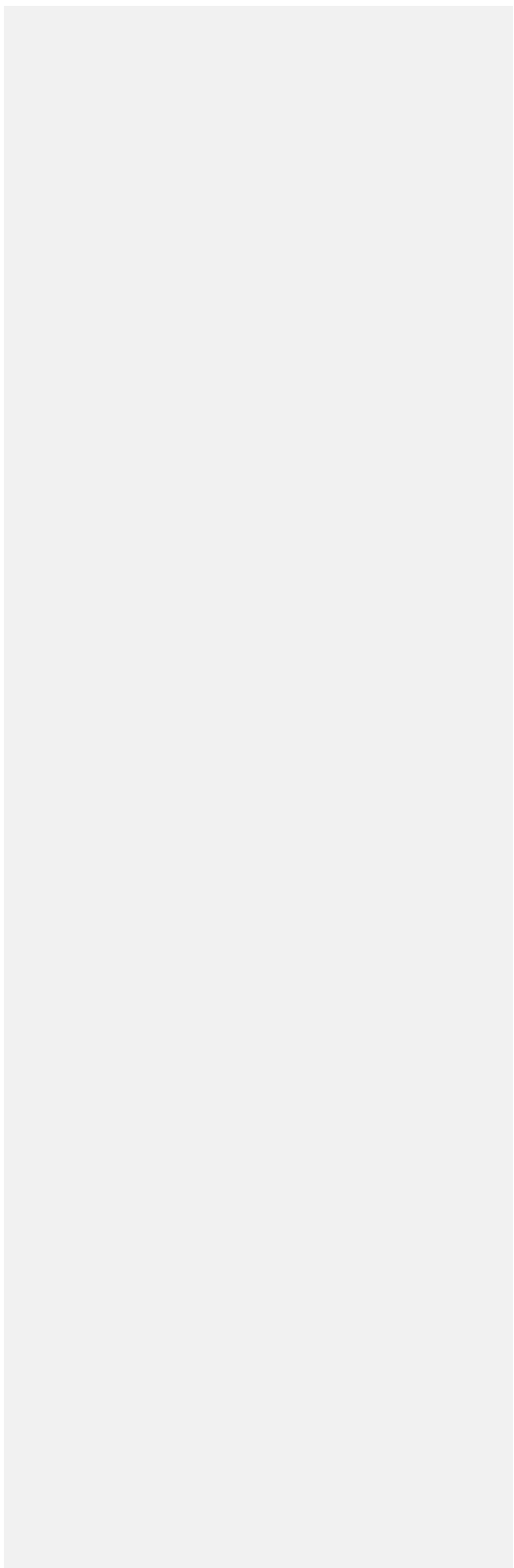
County of _____)

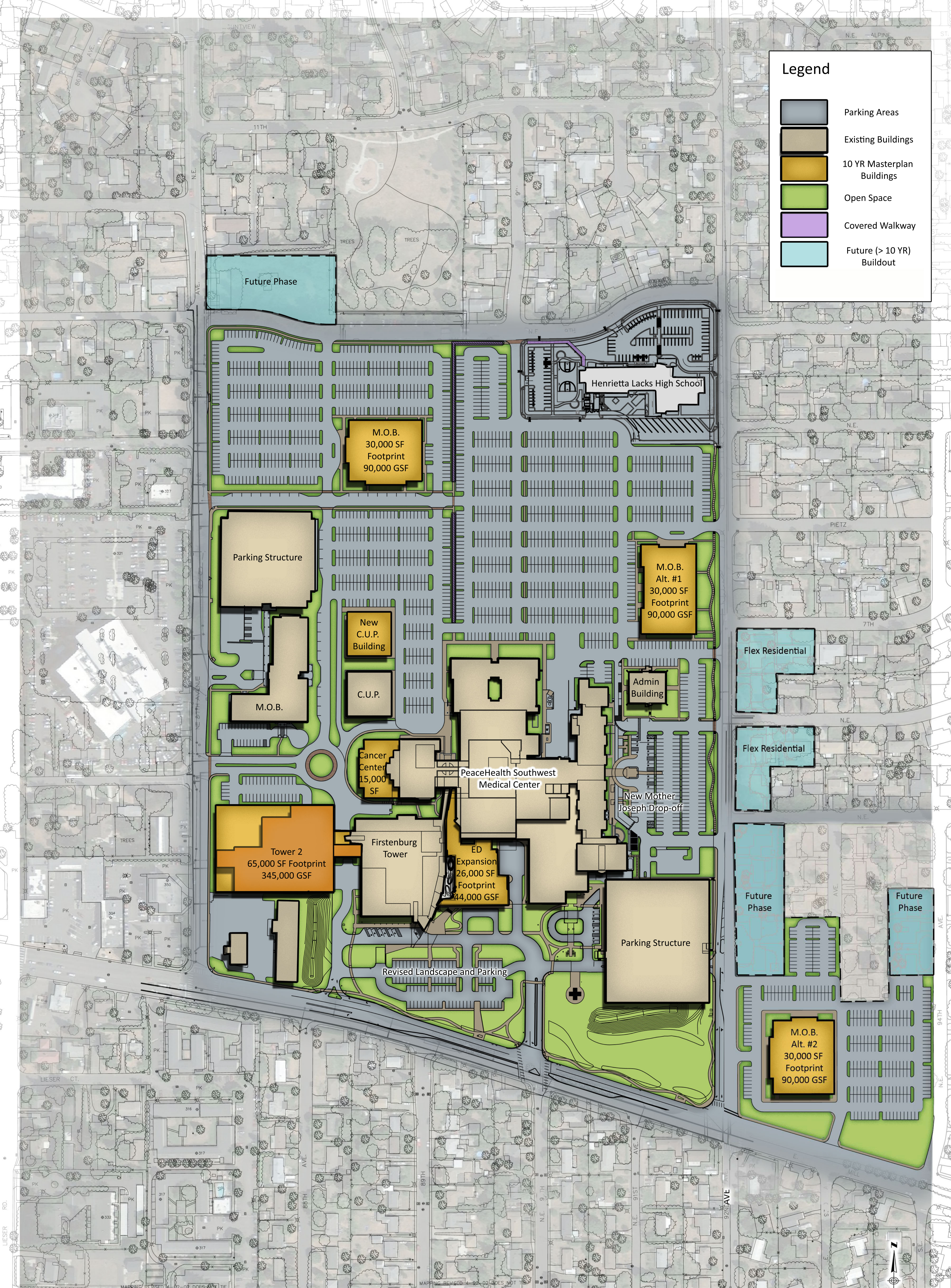
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

| Dated this _____ day of _____, ~~2016~~20222023

NOTARY PUBLIC FOR WASHINGTON

| My Commission Expires: _____ -

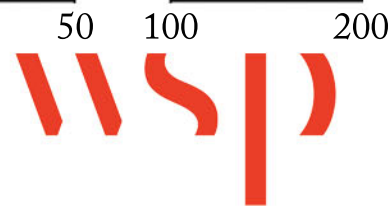
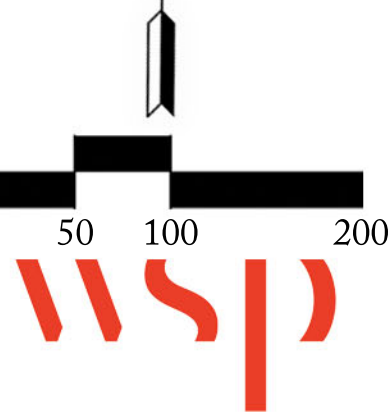


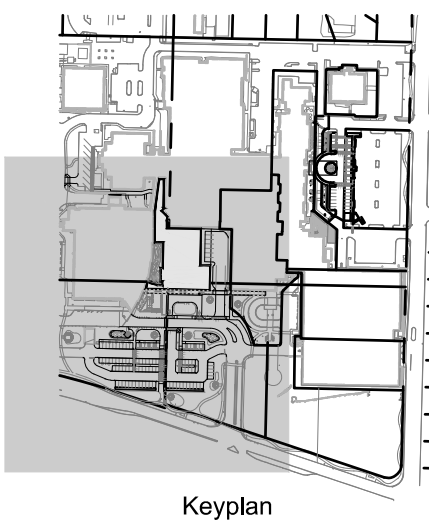
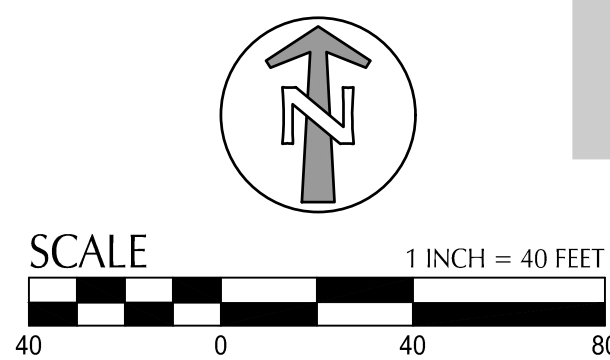
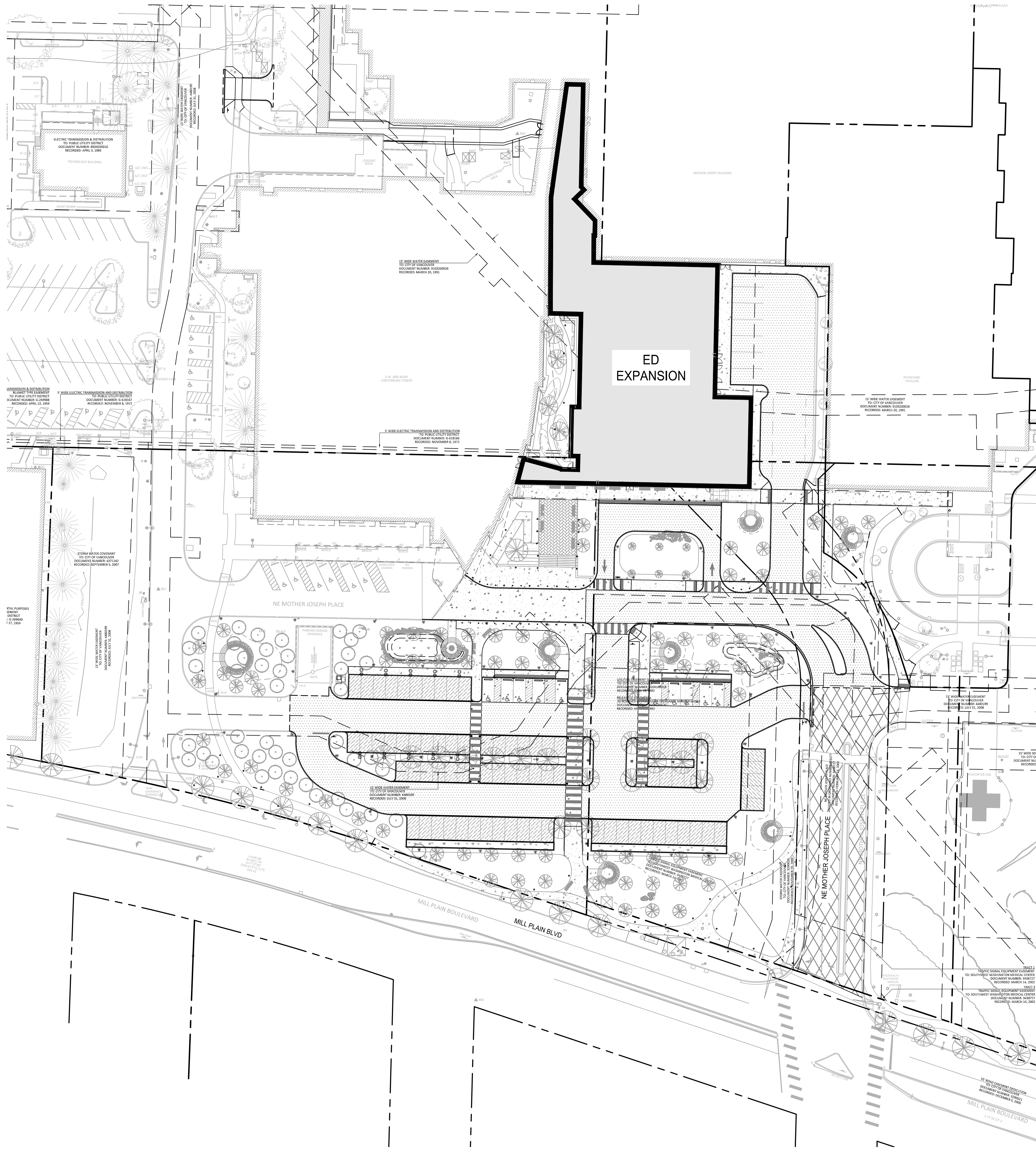


PeaceHealth Southwest Master Plan Concept - PFMP Buildout

2021-10-29

PeaceHealth Southwest Medical Center





City of Vancouver Stamp

SHEET NOTES

1. CONTRACTOR TO PROVIDE 16 EV PARKING SPACES. LOCATION TO BE DETERMINED BY THE OWNER.

SHEET LEGEND

	PROPERTY LINE
	ROADWAY CENTERLINE
	SAWCUT LINE
	STANDARD CURB
	BUILDING
	STORM WATER MANAGEMENT FACILITY. SEE SHEET C4XX SERIES IN VOLUME 1A FOR MORE INFORMATION
	HEAVY DUTY ASPHALT PAVEMENT 2 700'
	PERVIOUS UNIT PAVEMENT - SEE LANDSCAPE PLANS
	VEHICULAR CONCRETE PAVEMENT 4 700'
	CONCRETE SIDEWALK 6 700'
	PAVERS, SEE LANDSCAPE PLANS
	2" GRIND AND INLAY OF EXISTING ASPHALT PAVEMENT
	RETAINING WALL - SEE LANDSCAPE PLANS



Ankrom Moisan Architects
38 NW Davis St., #300
Portland, OR 97209
T 503.245.7100

Turner Construction
1155 SW Morrison St.
Portland, OR 97205
T 503.226.9825

ZGF Architects LLP
1223 SW Washington St., #200
Portland, OR 97205
T 503.224.3860

Consultants
STRUCTURAL

PCS Structural Solutions
101 SW Main Street, #280
Portland, OR 97204
T 503.232.3746

MEPT

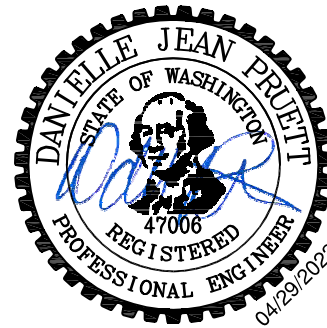
AEI Affiliated Engineers
310 SW Fourth Avenue, #800
Portland, OR 97204
T 503.479.2901

CIVIL

KPFF
111 SW Fifth Avenue, #2600
Portland, OR 97204
T 503.542.3860

Revisions

Legend



400 NE Mother Joseph Pl
Vancouver, WA 98664

Drawing Title

OVERALL SITE
PLAN

Date: 29 April 2022
Job No: 2000114
Drawn By: SB
Checked By: DD

Drawing No.

C200.2
VOLUME 2A
PERMIT SET

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF VANCOUVER AND PEACE HEALTH SOUTHWEST
MEDICAL CENTER**

Grantors:
PeaceHealth

Grantees:
The City of Vancouver, a municipal corporation

Abbreviated Legal/Parcel Nos.:
(To be inserted)

Effective Date: October 10, 2016

Parties: PeaceHealth Southwest Medical Center
400 NE Mother Joseph Place
Vancouver WA 98664

City of Vancouver
PO Box 1995
Vancouver WA 98668-1995

RECITALS

WHEREAS, PeaceHealth Southwest Medical Center (PeaceHealth) is the record owner of the property, which is legally described in Exhibit A ("Property") to this Agreement and is located within the City limits of Vancouver, attached hereto and incorporated herein by this reference; and

WHEREAS, There are six additional properties that PeaceHealth intends to acquire that upon acquisition will become subject to this Agreement. These properties are identified on that parcel table attached hereto as Exhibit B to this Agreement

WHEREAS, the City of Vancouver (City) is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, local governments and private property owners are authorized by RCW 36.70B.170 to enter into development agreements; and

WHEREAS, this Agreement relates to future development of the property for healthcare and related accessory purposes; and provides mutual benefit to the City and PeaceHealth.

NOW, THEREFORE, based on the foregoing recitals, the parties agree as follows:

Section 1. Recitals. The recitals above set forth are incorporated into this Agreement by reference.

Section 2. Purpose. The purpose of this Agreement is to:

A. Support a Public Facilities Master Plan (PFMP) approved by the City for an expansion of PeaceHealth's medical campus to better serve the region's healthcare and related needs. This approval is found in the Hearings Examiners Decision dated August 31, 2015 in case number PRJ – 145134/LUP-43504.

B. Vest the conceptual components of the development of the Property under the provisions of the VMC on the Effective Date of this Agreement, including the permitted uses of the Property, and the applicable development standards and regulations.

C. Continue to reserve capacity and vest the unused 299 weekday p.m. peak hour trips (provided for in the prior development agreement and 48 existing PM peak hour trips associated with the single-family homes purchased by PeaceHealth all of which are legally described as part of Exhibit A to this Agreement. For any development or redevelopment that may occur on the Property within 10 years of the effective date of this Agreement.

D. Set forth the timing and cost of right-of-way dedication and vacations.

E. Vest transportation concurrency for the term of this Agreement.

F. Set forth the required transportation mitigation as that included in the Hearings Examiner Decision dated August 31, 2015.

Section 3. Development Agreement. This agreement is a Development Agreement that is adopted and shall be implemented and interpreted in accordance with RCW 36.70B. 170 through RCW 36.70B. 210 and VMC 20.250. It shall be a binding contract between PeaceHealth and the City upon the City's approval by ordinance or resolution following a public hearing in accordance with RCW 36.70B. 170.

Section 4. Definitions. Except as state law may provide otherwise, the following terms shall have the following meanings: "VMC" means the Vancouver Municipal Code as it exists on the effective date of this Agreement and as it may subsequently be amended from time to time by the Vancouver City Council.

Section 5. Effective Date, Term, Termination, and Modification. This agreement shall be effective (the "Effective Date") upon adoption of a resolution or ordinance by the Vancouver City Council and thereafter upon execution and signature of the authorized representatives of both parties. This agreement shall be and remain in force for a period of 10 years from the effective date, after which it shall expire automatically and become null and void (the "Termination Date"), except that any development approvals, (master plan, land use, land division, building permits and the like) issued by the City for development of the property shall remain in place and continue to impose on-going legal obligations on the holder of those development approvals. This agreement may be modified prior to termination only upon mutual written agreement of both parties after a public hearing as required by RCW 36.70B 200. Notwithstanding the foregoing, the Mayor is authorized to approve on behalf of the City minor modifications to this Agreement of the exhibits attached hereto without the necessity of a public hearing.

Section 6. Prior Development Agreement. Notwithstanding the expiration thereof on December 20, 2014, the terms and provisions of a Prior Development Agreement between the parties dated January 22, 2002 are hereby reinstated as of that termination date and shall be in full force and effect for the 299 Reserved and unused transportation trips provided for in such Development Agreement which shall be and remain vested under this Development Agreement.

Section 7. Transportation Infrastructure and Reservation of Traffic Capacity. PeaceHealth will construct transportation improvements at its own cost and expense pursuant to the conditions set forth in the Hearings Examiner Decision dated August 31, 2015. The Hearings Examiner Decision identifies all required improvements for the full buildout of the Property and the specific standards that apply to future development. The timing of all required improvements will be addressed during site plan approval for the individual projects included in the PFMP approval.

Section 8. Right of Way Dedication and Vacation. Final build-out of the proposed projects contemplated herein and in the Public Facilities Master Plan will require dedication of the NE 9th Street Extension (from the existing terminus of NE 9th Street

near NE 90th Avenue to NE 87th Avenue) and vacation of existing rights-of-way (subject to the City's right of way vacation process,) in the expansion areas, including:

- NE 90th Avenue (south of NE 9th Street)
- NE 8th Street (between Henrietta Lacks Health and Bioscience High School and NE 90th Avenue)
- NE 91st Avenue (between NE 8th Street and NE 7th Street)
- NE Pietz Street (west of NE 92nd Avenue)
- NE 7th Street (between NE 90th and NE 91st Avenues)
- NE 93rd Avenue (north of Mill Plain Boulevard and south of NE 5th Street)
- Completion of the NE 9th Street Extension and dedication will be phased with the build-out of the campus and will be finished after completion of the two medical office building projects in the north campus area identified on Exhibit A2. The City shall initiate proceedings for vacation of the rights-of-way this Agreement prior to the submittal of Type II site plan review applications for projects included in the PFMP that will require a right-of-way vacation to be constructed.

Section 9. Vesting of Vehicle Trips and Concurrency. For purposes of future concurrency management and Transportation Impact Fees (TIF) that would be assessed by the City on the redevelopment or change in use of the Property, the City will credit the Average Daily Trip (ADT) generation and p.m. peak hour trips from the existing uses on the Property as of the effective date of this Agreement. The TIF that will be due for the redevelopment and change in use of the Property will be based on the increase in ADT generation attributable to the new development or use beyond the current level of trip generation by the current use. Capacity for the current 347 weekday p.m. peak hour trips (299 vested and unused weekday PM peak hour trips as provided for in the prior Development Agreement and 48 existing weekday PM peak hour trips associated with the single-family homes purchased by PeaceHealth from the current use of the Property for a total of 347 shall be reserved by the City and vested for the Property, for any development or redevelopment that may occur within 10 years of the effective date of this Agreement. PeaceHealth will prepare trip generation letters for all future projects included in the PFMP at the time of site plan review, with the exception of Tower 2, which will require a new Transportation Impact Analysis (TIA). The trip generation letters will verify the proposed trip volumes and that resulting traffic operations would remain consistent with the February 2015 TIA submitted with the PFMP.

Section 10. Vesting. As provided for in RCW 36.70B.170(1) and VMC 20.250, during the term of this Agreement, development of the property and the master plan therefor shall be controlled by the terms and condition of this Agreement and any requirements and/or standards adopted by the City that are not inconsistent with the terms and requirements of the agreement. The parties agree that the development of the Property and this Development Agreement vests as to the permitted use, land use ordinance, regulation, and development standards in effect in VMC section 20.250.040

as of the earlier of the date of any fully complete land use application being processed for approval with this Development Agreement, or the date of the execution of this Development Agreement. "Vesting" shall mean that the property is entitled to be used and to implement a public facilities master plan, site plan or other land use permit or approval that is substantially consistent with that shown in Exhibit A, and that the Property is entitled to be eligible to receive land use approval of development proposals ("implementing land use approval(s)") that are consistent therewith, in accordance with the zoning, development and land use ordinances in effect upon the date of the vesting of this Development Agreement without any such application being subject to changes in ordinance, regulation, and development standards and regulations that are enacted or implemented subsequent to the date thereof. Further, if an implementing land use approval has become final (not appealed), which is at variance with such ordinance, regulation, and development standards and regulations with the agreement of the applicant(s), the ordinance, regulation, and development standards and regulations manifested in such implementing land use approval(s) shall become vested under this Development Agreement. This Development Agreement and the development standards in, and terms of, this Development Agreement govern during the term of this Development Agreement and may not be subject to an amendment to a zoning ordinance, land use regulation, or development standard adopted after the effective date of this Development Agreement except with the written agreement of the Developer; provided that Developer or its assignee may elect to waive vesting as to an ordinance, requirement, condition or standard and proceed under any ordinance, requirement, condition or standard more recently in effect by the City of Vancouver as allowed under VMC 20.250.040. This vesting shall continue beyond the term of this Development Agreement as to any fully complete implementing land use application in process or granted by the City during the term of this Development Agreement, for the normal term of approval of any such application or approval. Any permit or approval issued by the City, including any implementing land use approval, after the vesting of this Development Agreement must be consistent with this Development Agreement; provided that applicable storm water regulations are subject to the City of Vancouver Phase 2 National Pollutant Discharge Elimination System (NPDES) permit.

Section 11. Property Governed. This Development Agreement governs and vests the development of the PeaceHealth Property described on the drawings attached to this Agreement as Exhibit A1 and A2 and to the extent the properties highlighted on the parcel table attached to this Agreement as Exhibit B are acquired by PeaceHealth, the Agreement shall be re-recorded with the legal descriptions for those properties identified on Exhibit B and each and every term and provision of this Agreement shall apply to the newly added properties which will be identified as Exhibit B including but not limited to the vesting provision which shall vest the newly acquired property on the date of the re-recording of this Agreement. No further City Council action is required to record this agreement is provided for in this section.

Section 12. Exception to Vesting/Serious Threat to Public Health. Nothing contained in this Development Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70.170(4) to address issues of public health and safety.

Section 13. Construction. This Development Agreement sets forth the entire agreement of the parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties. To the extent of any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Development Agreement shall prevail.

Section 14. Further Discretionary Actions. Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the property, including one or more building permits, under the processes established by the City; provided however those processes shall not impose any conditions inconsistent with the provisions of this Agreement.

Section 15. Remedies. Should a disagreement arise between the City and the land owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If this does not result in resolution the parties agree to employ a mutually agreed upon mediator to resolve the disagreement. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 16. Performance. Failure by either party at any time to require performance by the other party of any of the provisions or requirement of the agreement shall in no way affect the parties' rights hereunder to enforce any and all requirements of this Agreement, nor shall any failure by a party to declare a default or breach of the agreement by the other party be deemed a waiver of a default or breach or a waiver of this non-waiver clause.

Section 17. Enforcement and Venue. In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington shall control, 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, by any method authorized by Washington law.

Section 18. Required Public Hearing. This Development Agreement is authorized by a resolution of the City Council of the City of Vancouver following a hearing as required by RCW 36.70B.170.

Section 19. Default. In the event either party fails to perform the terms and provisions of this Development Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other party (unless the parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing party shall take no further action. Notwithstanding the foregoing, in the event of a serious threat to public health and safety or irreparable harm, the City may immediately enforce the provisions of this Development Agreement or any other provision of law.

Section 20. Extensions of Time for Performance. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be deemed to be in default where delays and performance or failure to perform are due to war, insurrection, strike or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

Section 21. Binding Effect. This Development Agreement, or a summary therefore, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Agreement, and shall be binding upon and insure to the benefit of the respective successors and assigns of the parties. Upon assignment of this Development Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

Section 22. Cooperation. Each party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Development Agreement. In the event of any administrative, legal or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Development Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in

defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

Section 23. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 24. Inconsistencies. If any provision of the Vancouver Municipal Code is deemed inconsistent with the provisions of the agreement, the provisions of this Agreement shall control.

Section 25. Binding on Successors and Recording. This agreement shall run with the land and be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors and assigns. This agreement shall be recorded in Clark County real property records for the property. PeaceHealth may sell or otherwise lawfully dispose of all or any portion of the property to another person, corporation, partnership or other entity, who shall be bound by and benefitted by the requirements and terms of this Agreement.

Section 26. Term. The initial term of this Development Agreement shall be for ten (10) years from the effective date of this Agreement, with the parties entitled to extend the term if approved by the City by resolution following public hearing or as otherwise allowed under state law.

Section 27. Enforcement. This Development Agreement may be enforced through any remedy provided by law or in equity

Section 28. Effective Date. This Development Agreement will become effective upon signature by the City, after a public hearing has occurred.

Section 29. Run with the Land. This Development Agreement shall run with the land and be binding on the parties' successors and assigns. This Development Agreement shall be recorded with the Clark County Auditor

IT IS SO AGREED, as indicated by the below-signed authorized representative of the parties hereto.

City of Vancouver:

By: 

Date: _____

PeaceHealth, LLC, A.D.

By: 

Date: 10/21/16

Approved as to Form:

By: 

STATE OF WASHINGTON)

County of Clark : ss

I certify that I know or have satisfactory evidence that Eric J. Holmes is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Manager of City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 10 day of October, 2016

Jennifer J. Brown
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 12-17-18



STATE OF WASHINGTON)

County of Clark : ss

I certify that I know or have satisfactory evidence that Gary Hall is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Sys. Mgr. of Rainier Peace Network to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 21 day of October, 2016

Tasha Mauler
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 12-20-2018

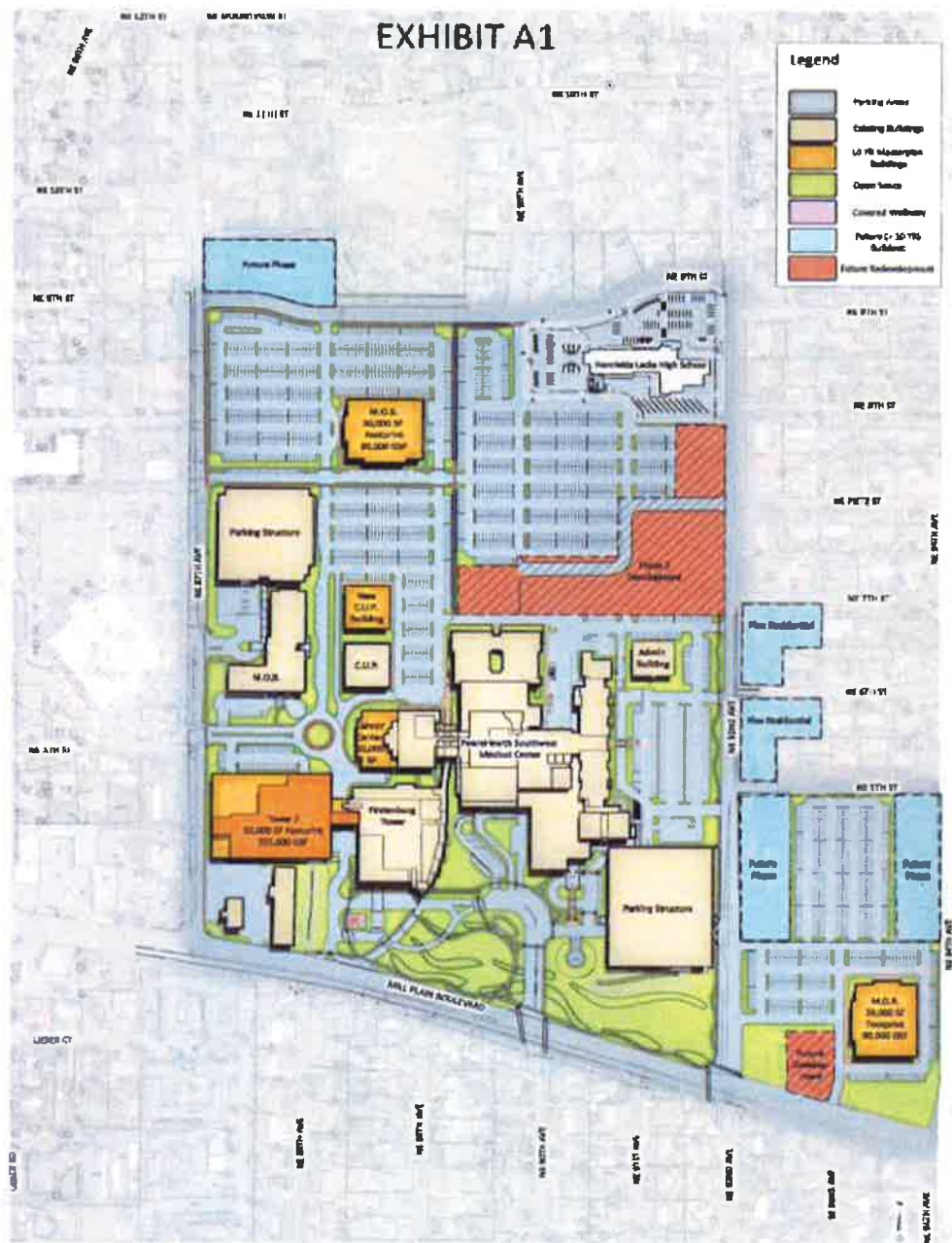


EXHIBIT A

Legal Descriptions

[To be Attached.]

A-1



PeaceHealth Southwest Master Plan Concept - Phase 1
2015-02-23

PeaceHealth Southwest Medical Center



PascoHealth Southwest Medical Center



Page 44 of 288

EXHIBIT B

Properties to be Acquired

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916205	403 NE 92ND AVE, VANCOUVER, 98664	Ronald and Virginia Oliver	PF	OCI	7,676	0.18
37916223	216 NE 93RD AVE, VANCOUVER, 98664	Nancy A. Bruley	PF	OCI	8,175	0.19
37916221	210 NE 93RD AVE, VANCOUVER, 98664	Mary Bergeron	PF	OCI	7,521	0.17
37916277	320 NE 94TH AVE, VANCOUVER, 98664	Zoe M. Carlile	PF	OCI	7,929	0.18
111011006	716 NE 92ND AVE, VANCOUVER, 98664	Mary Brosius	PF	OCI	7,934	0.18
111011076	610 NE 90TH AVE, VANCOUVER, 98664	Beverlee Miller, Trustee	PF	OCI	9,363	0.21
Total					48,598	1.11

EXHIBIT B-1

EXHIBIT B

PROPERTY ID# 37916277

320 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 19, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X	_____	X	_____
Seller	Date	Purchaser	Date
X	_____	X	_____
Seller	Date	Purchaser	Date

EXHIBIT B

PROPERTY ID# 37916205

403 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X

Seller Date

X

Purchaser Date

X

Seller Date

X

Purchaser Date

EXHIBIT B

PROPERTY ID# 37916221

210 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

EXHIBIT B

PROPERTY ID# 37916223

216 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X

Seller Date

X

Purchaser Date

X

Seller Date

X

Purchaser Date

EXHIBIT B

PROPERTY ID# 111011006

716 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1 OF GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE
156, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

B-0

EXHIBIT B

PROPERTY ID# 111011076

610 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8 IN BLOCK 4 OF GLENNHAVEN-2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X	_____	X	_____
Seller	Date	Purchaser	Date
X	_____	X	_____
Seller	Date	Purchaser	Date

EXHIBIT A

[Full Legal Descriptions Attached.]

Currently owned by PeaceHealth:

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916219	213 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,503	0.2
37916217	219 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,701	0.18
37916215	301 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,450	0.17
37916213	305 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,379	0.17
37916211	311 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,076	0.19
37916209	317 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,385	0.17
37916207	321 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,704	0.18
37916203	409 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,670	0.18
37916201	415 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,938	0.18
37916239	414 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,149	0.19
37916237	408 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,442	0.19
37916235	402 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,057	0.19
37916233	320 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,155	0.19
37916231	314 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,090	0.19
37916229	308 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,897	0.18
37916227	302 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,108	0.19
37916225	222 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,056	0.18
37916261	205 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,143	0.19
37916259	213 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,079	0.19

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916257	219 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,342	0.17
37916255	301 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,881	0.18
37916253	305 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,322	0.17
37916251	311 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,004	0.16
37916249	317 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,088	0.19
37916247	323 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,620	0.17
37916245	403 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,380	0.17
37916243	409 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,364	0.17
37916241	415 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,141	0.19
37916283	414 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,455	0.19
37916281	408 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,199	0.19
37916279	402 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,966	0.18
37916275	314 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,919	0.18
37916273	308 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,170	0.19
37916271	302 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,888	0.18
37916269	206 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,769	0.18
37916267	204 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,707	0.18
37916265	202 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,792	0.18
37916263	200 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,693	0.18
111011010	610 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,096	0.19
111011012	616 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,063	0.19
111011014	700 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,043	0.18

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
111011008	710 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,126	0.19
111011022	717 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,918	0.20
111011020	9106 NE PIETZ ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,013	0.21
111011034	9107 NE PIETZ ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,993	0.21
111011036	617 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,554	0.22
111011038	9105 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	11,434	0.26
111011040	9019 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,739	0.18
111011042	9011 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,636	0.18
111011044	9005 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,171	0.19
111011052	9016 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,126	0.23
111011050	704 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,154	0.23
111011048	710 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,161	0.23
111011046	9015 NE 8TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,145	0.23
111011060	9007 NE 8TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,152	0.23
111011058	711 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,180	0.23
111011056	705 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,186	0.23
111011054	9008 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,170	0.23
111011074	616 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,192	0.19
111011072	700 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,207	0.19
111011070	704 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,214	0.19
111011068	710 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,230	0.19
111011066	718 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,106	0.19

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
111011064	800 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,324	0.19
111011062	806 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,207	0.19
111022066	8915 NE 9TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,191	0.21
111017112	605 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	9,335	0.21
111017110	9213 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	9,476	0.22
111017064	521 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,383	0.19
111012112	9204 NE 5TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	6,706	0.15
111017052	9213 NE 6TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,297	0.19
111017050	509 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,578	0.20

Parcels within the original 42-acre hospital campus:

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
166207000	N/A	PeaceHealth	PF	OCI	49,658	1.14
166206000	N/A	PeaceHealth	PF	OCI	35,719	0.82
166205000	N/A	PeaceHealth	PF	OCI	35,719	0.82
166204000	N/A	PeaceHealth	PF	OCI	55,757	1.28
166208000	N/A	PeaceHealth	PF	OCI	125,888	2.89
166209000	N/A	PeaceHealth	PF	OCI	115,870	2.66
166203000	605 NE 87TH AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	80,586	1.85
110840000	400 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	769,270	17.66
110892000/ 986035261	8716 E MILL PLAIN BLVD, VANCOUVER, 98664	C E John Properties 60 LLC	COM	CC	38,333	0.88
110893000	8700 E MILL PLAIN BLVD, VANCOUVER, 98664	C E John Properties 60 LLC	COM	CC	11,326	0.26
166202000	505 NE 87TH AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	48,352	1.11
166202001	N/A	SW WA Health System	PF	OCI	16,988	0.39

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
166202002	N/A	PMB VANCOUVER	PF	OCI	0	0
166202003	N/A	PMB VANCOUVER	PF	OCI	0	0
166216000	200 NE MOTHER JOSEPH PL, VANCOUVER, 98664	SW WA Health System	PF	OCI	16,988	0.39
166216001	N/A	SW WA Health System	PF	OCI	19,166	0.44
166216002	N/A	PMB Vancouver	PF	OCI	0	0
166216003	N/A	PMB Vancouver	PF	OCI	0	0
37916285	300 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	172,062	3.95
37916288	100 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	38,768	0.89
37916341	110 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	51,401	1.18
166210000	600 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	63,162	1.45
166212000	N/A	PeaceHealth	PF	OCI	44,431	1.02
166211000	602 NE 92ND AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	16,988	0.39
166211001	N/A	PMB Vancouver	PF	OCI	0	0

PROPERTY ID# 37916277

320 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 19, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916205

403 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916221

210 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916223

216 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011006

716 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1 OF GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE
156, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011076

610 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8 IN BLOCK 4 OF GLENNHAVEN-2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916201

415 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 1, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916203

409 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 2, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916207

321 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916209

317 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916211

311 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916213

305 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916215

301 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916217

219 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916219

213 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 10, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916225

222 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 13, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916227

302 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 14, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916229

308 NE 93RD AVE,
ANCOUVER, WA 98664

EXHIBIT "A"

LOT 15, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916231

314 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 16, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916233

320 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 17, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916235

402 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 18, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916237

408 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 19, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916239

414 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 20, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916241

415 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 1, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916243

409 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 2, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916245

403 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916247

323 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916249

317 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916251

311 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916253

305 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916255

301 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916257

219 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916259

213 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 10, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916261

205 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916263

200 NE 94TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 2, FIRCREST ADDITION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE
106, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916265

202 NE 94TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 13, BLOCK 2, FIRCREST ADDITION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE
106, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916267

204 NE 94TH AVE
VANCOUVER, 98664

EXHIBIT "A"

LOT 14, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916269

206 NE 94TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 15, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916271

302 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 16, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916273

308 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 17, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916275

314 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 18, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916279

402 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 20, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916281

408 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 21, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916283

414 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 22, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011008

710 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 4, BLOCK 1, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011010

610 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011012

616 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011014

700 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 3, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011020

9106 NE PIETZ STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 1, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011022

717 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 1, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011034

9107 NE PIETZ STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 2, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011036

617 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011038

9105 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011040

9019 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011042

9011 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011044

9005 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011046

9015 NE 8TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 1, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011048

710 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 2, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011050

704 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011052

9016 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011054

9008 NE 7TH ST
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 3, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011056

705 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 3, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011058

711 NE 90TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011060

9007 NE 8TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011062

806 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011064

800 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011066

718 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 3, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011068

710 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 4, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011070

704 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 5, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011072

700 NE 90TH AVE,
ANCOUVER, 98664

EXHIBIT "A"

LOT 6, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011074

616 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 7, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111012112

9204 NE 5TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 4, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017050

509 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 1, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017052

9213 NE 6TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 1, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017064

521 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 2, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017110

9213 NE 7TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 13, BLOCK 2, PIETZ THIRD ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 146, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017112

605 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 14, BLOCK 2, PIETZ THIRD ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 146, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111022066

8915 NE 9TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 9, CRYSTAL COUR #2, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "G" OF PLATS, PAGE 269,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166207000

#94 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29,
Township 2 North, Range 2 East, Willamette Meridian, Clark County,
Washington, described as follows;

Beginning at the Southeast corner of said Section 29;
Thence North 01°22'12" East, along the East line of said Section 29, for a
distance of 1003.37 feet to the East extension of the North line of Lot 17
of "NORELIUS ORCHARD TRACTS", according to the plat there of
recorded in Book "C" of Plats at Page 79, records of Clark County, Wash-
ington;

Thence North 88°48'40" West, along said East extension and the North
line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-
Way line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a
distance of 1349.90 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°17'15" East, along said East Right-of-Way
line for a distance of 119.65 feet;

Thence South 88°52'32" East, for a distance of 299.40 feet;

Thence South 01°17'30" West, for a distance of 119.65 feet;

Thence North 88°52'32" West, for a distance of 299.39 feet to the TRUE
POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166204000

#91 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 1043.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 186.49 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.38 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 186.49 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 299.37 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166205000

#92 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"


A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 1043.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 186.49 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.38 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 186.49 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 299.37 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166206000

#93 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 1230.25 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 119.65 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.39 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 119.65 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 299.38 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166208000

#95 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN-2" according to the plat thereof recorded in Book "F" of Plats, at Page 167, records of Clark County, Washington;

Thence North $88^{\circ}53'22''$ West, along said East extension, the South line and the West extension thereof, for a distance of 664.68 feet to the Southwest corner of said "GLENNHAVEN-2";

Thence North $01^{\circ}17'30''$ East, along the West line of said "GLENNHAVEN-2", for a distance of 391.60 feet, said point being the TRUE POINT OF BEGINNING;

Thence North $88^{\circ}52'32''$ West, for a distance of 296.00 feet;

Thence North $01^{\circ}17'30''$ East, for a distance of 425.79 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 296.00 feet to the West line of "CRYSTAL COURT-2", according to the plat thereof recorded in Book "G" of Plats, at page 269, records of Clark County, Washington;

Thence South $01^{\circ}17'30''$ West, along said West line and the West line of said "GLENNHAVEN-2" for a distance of 425.79 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166209000

#96 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN-2" according to the plat thereof recorded in Book "F" of Plats, at Page 167, records of Clark County, Washington;

Thence North $88^{\circ}53'22''$ West, along said East extension, and the South line thereof, for a distance of 664.68 feet to the Southwest corner of said "GLENNHAVEN- 2", said point being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}53'22''$ West, for a distance of 296.00 feet;

Thence North $01^{\circ}17'30''$ East, for a distance of 391.67 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 296.00 feet to the West line of "said "GLENNHAVEN-2";

Thence South $01^{\circ}17'30''$ West, along said West line, for a distance of 391.60 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166203000

605 NE 87TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 606.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 367.00 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 265.43 feet to the North extension of the East face of an existing parking structure;

Thence South $01^{\circ}12'26''$ West, along the North extension, the East face, and the South extension of said parking structure, for a distance of 232.76 feet to the East extension of the South face of said parking structure;

Thence North $88^{\circ}38'05''$ West, along said East extension and the South face, for a distance of 27.57 feet to an angle point in said parking structure;

Thence South $01^{\circ}13'59''$ West, along the East face of said parking structure, for a distance of 15.87 feet to the Southeast corner of said parking structure;

Thence North $88^{\circ}49'39''$ West, along the South face of said parking structure, for a distance of 82.33 feet to an angle point in said South face;

Thence South $01^{\circ}13'59''$ West, along the face of said parking structure, for a distance of 9.02 feet;

Thence North $89^{\circ}36'56''$ West, along said South face and the Westerly extension thereof, for a distance of 31.72 feet;

Thence South $02^{\circ}16'51''$ West, for a distance of 109.19 feet;

Thence North $88^{\circ}51'06''$ West, for a distance of 122.26 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN", according to the plat thereof recorded in Book F of Plats at Page 156, records of Clark County, Washington;

Thence North $88^{\circ}53'22''$ West, along said East extension, for a distance of 30.00 feet to the Southeast corner of said "GLENNHAVEN", said point being the TRUE POINT OF BEGINNING;

Thence South $01^{\circ}22'12''$ West, along the West Right-of-Way Line of N.E. 92nd Avenue, for a distance of 236.11 feet;

Thence North $88^{\circ}37'48''$ West, for a distance of 169.30 feet;

Thence South $01^{\circ}22'12''$ West, for a distance of 263.28 feet;

Thence South $88^{\circ}37'48''$ East, for a distance of 169.30 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line for a distance of 112.57 feet to the East extension of the North face of an existing parking structure:

Thence North $88^{\circ}50'38''$ West, along said East extension and the North face thereof, for a distance of 186.12 feet;

Thence North $01^{\circ}07'24''$ East, for a distance of 107.51 feet;

Thence North $50^{\circ}56'59''$ West, for a distance of 78.31 feet;

Thence North $01^{\circ}07'24''$ East, for a distance of 372.67 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 116.01 feet;

Thence South $01^{\circ}07'24''$ West, along the common line between two existing buildings and the North extension thereof, for a distance of 320.93 feet to an angle point in the North perimeter line of an existing building known as the Physicians Building;

Thence the following courses and distances along said perimeter of the Physicians Building;

EXHIBIT "A"

Thence North 88°53'03" West, for a distance of 134.17 feet;

Thence South 01°04'03" West, for a distance of 84.17 feet;

Thence North 88°56'08" West, for a distance of 0.96 feet;

Thence South 01°05'10" West, for a distance of 20.71 feet;

Thence South 88°54'50" East, for a distance of 32.21 feet;

Thence South 01°07'27" West, for a distance of 143.62 feet to the North line of Lot 16 of "NORELIUS ORCHARD TRACTS" according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence leaving said perimeter North 88°50'23" West, along said North line for a distance of 167.62 feet to the Northwest corner of said Lot 16;

Thence South 01°24'03" West, along the West line of said Lot 16, for a distance of 335.81 feet to the Northerly Right-of-Way Line of Mill Plain Boulevard;

Thence North 71°33'36" West, along said Northerly Right-of-Way Line, for a distance of 166.85 feet;

Thence along said Northerly Right-of-Way Line, along the arc of a 1477.39 foot radius curve to the left, the long chord of which bears North 75°11'47" West, for a chord distance of 187.40 feet, through a central angle of 07°16'21", for an arc distance of 187.52 feet;

Thence North 78°49'57" West, along said Northerly Right-of-Way Line, for a distance of 62.47 feet to the West line of that certain tract of land conveyed to Chrysler Realty Corporation by Statutory Warranty Deed, recording under Auditor's File No. G612905, records of Clark County, Washington;

Thence North 02°07'51" East, along said West line, for a distance of 231.34 feet to the Northwest corner of said Chrysler Realty Corporation tract;

Thence North 88°49'40" West, along the North line of Lot 17 of said "NORELIUS ORCHARD TRACTS", for a distance of 234.36 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a distance of 353.07 feet;

Thence South 88°51'28" East, for a distance of 24.41 feet;

EXHIBIT "A"

Thence North $00^{\circ}43'10''$ East, for a distance of 34.85 feet;

Thence along the arc of a 3.00 foot radius curve to the left, the long chord of which bears North $44^{\circ}31'20''$ West, for a chord distance of 4.26 feet, through a central angle of $90^{\circ}29'13''$, for an arc distance of 4.74 feet;

Thence North $89^{\circ}45'56''$ West, for a distance of 6.17 feet;

Thence North $00^{\circ}57'48''$ East, for a distance of 24.73 feet;

Thence South $89^{\circ}24'10''$ East, for a distance of 4.67 feet;

Thence North $00^{\circ}58'37''$ East, for a distance of 15.86 feet;

Thence South $88^{\circ}51'06''$ East, for a distance of 128.47 feet;

Thence South $01^{\circ}55'21''$ East, for a distance of 11.24 feet;

Thence along the arc of a 3.00 foot radius curve to the left, the long chord of which bears South $68^{\circ}09'25''$ East, for a chord distance of 5.49 feet, through a central angle of $132^{\circ}28'14''$, for an arc distance of 6.94 feet;

Thence North $45^{\circ}36'28''$ East, for a distance of 3.46 feet;

Thence South $01^{\circ}03'45''$ West, for a distance of 35.73 feet;

Thence South $89^{\circ}00'54''$ East, for a distance of 45.69 feet;

Thence North $01^{\circ}20'04''$ East, for a distance of 38.13 feet;

Thence South $67^{\circ}40'30''$ East, for a distance of 16.15 feet;

Thence North $89^{\circ}34'18''$ East, for a distance of 36.55 feet;

Thence along the arc of 6.00 foot radius curve to the left, the long chord of which bears North $43^{\circ}54'56''$ East, for a chord distance of 8.58 feet, through a central angle of $91^{\circ}18'41''$ for an arc distance of 9.56 feet;

Thence North $01^{\circ}44'25''$ West, for a distance of 71.02 feet;

Thence North $01^{\circ}11'34''$ East, for a distance of 245.47 feet to the East extension of the South face of an existing parking structure;

Thence South $88^{\circ}38'05''$ East, along said East extension for a distance of 10.69 feet

EXHIBIT "A"

to the South extension of the East face of said parking structure;

Thence North $01^{\circ}12'26''$ East, along said South extension of the East face and the North extension thereof, for a distance of 232.76 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 265.43 feet to said East Right-of-Way Line;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 70.00 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.37 feet;

Thence North $01^{\circ}17'30''$ East, for a distance of 425.79 feet to the Southeast corner of that certain tract of land conveyed to Medical Center Physicians Building, LLC, recorded under Auditor's File No. 3321872, records of Clark County, Washington;

Thence South $88^{\circ}52'32''$ East, for a distance of 39.90 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 817.46 feet to the West extension of the South line of "GLENNHAVEN-2", according to the plat thereof recorded in Book "F" of Plats of Page 167, records of Clark County, Washington;

Thence South $88^{\circ}53'22''$ East, along said West extension, the South line and the East extension thereof, for a distance of 930.68 feet to the TRUE POINT OF BEGINNING.

Except "PARCEL 11 ADMINISTRATION BUILDING", a parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet;

Thence North $88^{\circ}53'22''$ West, along the South line of "GLENNHAVEN - 2", according to the plat thereof recorded in Book F of Plats at Page 167, records of Clark County, Washington, and the East extension thereof, for a distance of 256.17 feet;

Thence South $01^{\circ}06'48''$ West, for a distance of 77.02 feet to the TRUE POINT OF BEGINNING;

Thence South $88^{\circ}48'26''$ East, for a distance of 34.21 feet;

Thence North $01^{\circ}14'14''$ East, for a distance of 4.89 feet;

EXHIBIT "A"

Thence South $88^{\circ}45'46''$ East, for a distance of 8.67 feet;
Thence North $01^{\circ}06'48''$ East, for a distance of 7.46 feet;
Thence South $88^{\circ}54'55''$ East, for a distance of 39.32 feet;
Thence South $01^{\circ}00'42''$ West, for a distance of 12.33 feet;
Thence South $89^{\circ}04'39''$ East, for a distance of 52.79 feet;
Thence South $39^{\circ}45'04''$ East, for a distance of 2.74 feet;
Thence South $00^{\circ}57'47''$ West, for a distance of 122.10 feet;
Thence North $88^{\circ}44'22''$ West, for a distance of 56.12 feet;
Thence North $44^{\circ}56'09''$ West, for a distance of 5.05 feet;
Thence North $88^{\circ}32'26''$ West, for a distance of 77.39 feet;
Thence North $01^{\circ}06'48''$ East, for a distance of 119.90 feet to the TRUE POINT
OF BEGINNING.

TAX ACCOUNT # 110892-000

8716 E MILL PLAIN BLVD
VANCOUVER, WA

EXHIBIT "A"

That portion of Lot 17, NORELIUS ORCHARD TRACTS, according to the plat thereof, recorded in Volume "C" of Plats, Page 79, records of Clark County, Washington, described as follows:

BEGINNING at a 1/2 inch iron pipe on the North line of said Lot 17, which bears South 89°43'19" West 400.34 feet from the Northeast corner of said Lot 17; said point being the Northwest corner of that tract of land conveyed to Chrysler Realty Corporation, a Delaware corporation, by deed recorded September 8, 1972, as Auditor's File No. G612905, records of Clark County, Washington; thence South 89°43'19" West along said North line 244.57 feet to the East right-of-way line of Northeast 87th Avenue; thence South 00°09'50" East along said East line of 87th Avenue 188.86 feet to the Northerly line of Mill Plain Boulevard as conveyed to Clark County, Washington, by deed recorded under Auditor's File No. G534112; thence South 80°18'59" East 244.66 feet along said right-of-way line to a point in a line drawn South 0°38'17" West from the point of beginning; thence North 0°38'17" East 231 feet to the point of beginning.

EXCEPT the South 110 feet of the West 140.00 feet thereof, as measured along and drawn parallel to the South and West lines thereof.

FURTHER EXCEPTING THEREFROM that portion of the property conveyed to Clark County January 23, 1980 as Auditor's File No. 8001240100

TAX ACCOUNT # 110893000

8700 E MILL PLAIN BLVD
VANCOUVER, WA 98664

EXHIBIT "A"

The South 140.00 feet of the West 129.85 feet as measured along the South and West lines of that portion of Lot 17, "Norelius Orchard Tracts", according to the plat thereof, recorded in Volume "C" of Plats, Page 79, records of Clark County, Washington, described as follows:

BEGINNING at a 1/2 inch iron pipe on the North line of said Lot 17, which bears South 89°55'07" West 400.34 feet from the Northeast corner thereof; said point being the Northwest corner of that tract of land conveyed to Chrysler Realty Corporation, a Delaware corporation, by deed recorded September 8, 1972, as Auditor's File No. G612905, records of Clark County, Washington; thence South 89°55'07" West along said North line 234.57 feet to the East right-of-way line of Northeast 87th Avenue; thence South 00°04'34" West along said right-of-way line of Mill Plain Boulevard; thence South 80°02'44" East along said right-of-way line 234.75 feet to a 1/2 inch iron pipe at the Southwest corner of the aforementioned Chrysler Realty Corporation tract; thence North 00°53'54" East 231.54 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion of the property conveyed to Clark County January 23, 1980 as Auditor's File No. 800124101.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

TAX ACCOUNT # 166202-000, 166202-001,
166202-002 & 166202-003

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of said Section 29;

THENCE North 01°22'12" East, along the East line of said Section 29, for a distance of 1003.39 feet to the East extension of the North line of Lot 17, NORELIUS ORCHARD TRACTS, according to the plat thereof, recorded in Book "C" of plats, page 79, records of Clark County, Washington;

THENCE North 88°49'40" West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East right of way line of NE 87th Avenue;

THENCE North 01°17'15" East, along said East right of way line, for a distance of 353.07 feet to the TRUE POINT OF BEGINNING;

THENCE North 01°17'15" East, along said East right of way line, for a distance of 253.69 feet;

THENCE South 88°51'06" East, for a distance of 122.26 feet;

THENCE North 02°16'51" East, for a distance of 109.19 feet to the West extension of the South face of an existing parking structure;

THENCE South 89°36'56" East, along said West extension and said South face, for a distance of 31.72 feet to an angle point in said South face;

THENCE North 01°13'59" East, along said parking structure face, for a distance of 9.02 feet to an angle point in said South face;

THENCE South 88°49'39" East, along said South face, for a distance of 82.33 feet to the Southeast corner of said parking structure;

THENCE North 01°13'59" East, along the East face of said parking structure, for a distance of 15.87 feet to an angle point in said East face;

THENCE South 88°38'05" East, along said South face and the East extension thereof, for a distance of 16.89 feet;

THENCE South 01°11'34" West, for a distance of 245.47 feet;

TAX ACCOUNT # 166202-000, 166202-001,
166202-002 & 166202-003

EXHIBIT "A"

THENCE South 01°44'25" East, for a distance of 71.02 feet;

THENCE along the arc of a 6.00 foot radius curve to the right, the long chord of which bears South 43°54'56" West, for a chord distance of 8.58 feet, through a central angle of 91°18'41", for an arc distance of 9.56 feet;

THENCE South 89°34'18" West, for a distance of 36.55 feet;

THENCE North 67°40'30" West, for a distance of 16.15 feet;

THENCE South 01°20'04" West, for a distance of 38.13 feet;

THENCE North 89°00'54" West, for a distance of 45.69 feet;

THENCE North 01°03'45" East, for a distance of 35.73 feet;

THENCE South 45°36'28" West, for a distance of 3.46 feet;

THENCE along the arc of a 3.00 foot radius curve to the right, the long chord of which bears North 68°09'25" West, for a chord distance of 5.49 feet, through a central angle of 132°28'14", for an arc distance of 6.94 feet;

THENCE North 01°55'21" West, for a distance of 11.24 feet;

THENCE North 88°51'06" West, for a distance of 128.47 feet;

THENCE South 00°58'37" West, for a distance of 15.86 feet;

THENCE North 89°24'10" West, for a distance of 4.67 feet;

THENCE South 00°57'48" West, for a distance of 24.73 feet;

THENCE South 89°45'56" East, for a distance of 6.17 feet;

THENCE along the arc of a 3.00 foot radius curve to the right, the long chord of which bears South 44°31'20" East, for a chord distance of 4.26 feet, through a central angle of 90°29'13", for an arc distance of 4.74 feet;

THENCE South 00°43'10" West, for a distance of 34.85 feet;

THENCE North 88°51'28" West, for a distance of 24.41 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of said Section 29;

THENCE North 01°22'12" East, along the East line of said Section 29, for a distance of 1067.47 feet;

THENCE North 88°43'15" West for a distance of 347.62 feet to the angle point in the East perimeter of an existing building, said point being the True Point of Beginning;

THENCE the following courses and distances along said perimeter of an existing building:

THENCE continuing North 88°43'15" West for a distance of 27.63 feet;

THENCE North 01°23'01" East for a distance of 68.65 feet;

THENCE South 88°36'59" East for a distance of 12.13 feet;

THENCE North 01°23'01" East for a distance of 8.49 feet;

THENCE South 88°36'59" East for a distance of 1.12 feet;

THENCE North 01°23'01" East for a distance of 25.69 feet;

THENCE North 88°36'59" West for a distance of 13.26 feet;

THENCE North 01°23'01" East for a distance of 26.31 feet;

THENCE South 88°36'59" East for a distance of 5.04 feet;

THENCE North 01°23'01" East for a distance of 23.27 feet;

THENCE North 88°36'59" West for a distance of 5.04 feet;

THENCE North 01°23'01" East for a distance of 26.34 feet;

THENCE South 88°36'59" East for a distance of 4.95 feet;

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

THENCE North 01°23'01" East for a distance of 23.34 feet;

THENCE North 88°36'59" West for a distance of 4.95 feet;

THENCE North 01°23'01" East for a distance of 25.07 feet;

THENCE North 88°50'32" West for a distance of 19.77 feet;

THENCE South 01°07'24" West for a distance of 43.36 feet;

THENCE North 88°53'03" West for a distance of 134.17 feet;

THENCE South 01°04'03" West for a distance of 84.17 feet;

THENCE North 88°56'08" West for a distance of 0.96 feet;

THENCE South 01°05'10" West for a distance of 20.71 feet;

THENCE South 88°54'50" East for a distance of 32.21 feet;

THENCE South 01°07'27" West for a distance of 162.54 feet to the Southwest corner of said building perimeter;

THENCE leaving said perimeter and continuing South 01°07'27" West for a distance of 47.21 feet;

THENCE along the arc of a 117.00 foot radius non-tangent curve to the right, the long chord of which bears South 39°02'57" East for a chord distance of 84.33 feet through a central angle of 42°14'58" for an arc distance of 86.28 feet with a radial bearing of South 29°49'34" West;

THENCE South 17°55'28" East for a distance of 34.86 feet;

THENCE South 89°07'59" East for a distance of 63.71 feet;

THENCE along the arc of a 7.50 foot radius curve to the left, the long chord of which bears North 46°05'41" East for a chord distance of 10.56 feet through a central angle of 89°32'41" for an arc distance of 11.72 feet;

THENCE North 01°19'20" East for a distance of 130.26 feet;

THENCE along the arc of a 15.00 foot radius curve to the right, the long chord of which bears North 23°31'56" East for a chord distance of 11.34 feet through a central angle of 44°25'12" for an arc distance of 11.63 feet;

THENCE North 45°44'32" East for a distance of 41.45 feet;

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

THENCE along the arc of a 20.00 foot radius curve to the right, the long chord of which bears North 54°25'05" East for a chord distance of 6.03 feet through a central angle of 17°21'07" for an arc distance of 6.06 feet;

THENCE North 63°05'39" East for a distance of 4.56 feet;

THENCE North 01°16'34" East for a distance of 11.81 feet to the South face of a covered walkway;

THENCE North 88°43'26" West along said South face for a distance of 30.57 feet to said East perimeter of an existing building;

THENCE North 01°10'44" East along said East perimeter for a distance of 32.50 feet to the True Point of Beginning.

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 727.42 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line, said line being 30.00 feet West of the centerline of N.E. 92nd Avenue and the said East line of the Southeast quarter of Section 29, when measured perpendicular thereto, for a distance of 199.11 feet;

Thence along the arc of 35.00 foot radius curve to the right, the long chord of which bears South $54^{\circ}54'18''$ West, for a chord distance of 56.30 feet, through a central angle of $107^{\circ}04'11''$, for an arc distance of 65.41 feet;

Thence North $71^{\circ}33'36''$ West, along the Northerly Right-of-Way Line of Mill Plain Boulevard, for a distance of 616.22 feet to the West line of Lot 16 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $01^{\circ}24'03''$ East, along said East line, for a distance of 325.35 feet to the Northwest corner of said Lot 16;

EXHIBIT "A"

Thence South $88^{\circ}50'23''$ East, along the North line of said Lot 16, for a distance of 167.62 feet to the West perimeter of an existing building;

Thence South $01^{\circ}07'27''$ West, along said West perimeter and the South extension thereof, for a distance of 66.13 feet;

Thence along the arc of a 117.00 foot radius non-tangent curve to the right, the long chord of which bears South $39^{\circ}02'57''$ East, for a chord distance of 84.33 feet, through a central angle of $42^{\circ}14'58''$ for an arc distance of 86.28 feet, with a radial bearing of South $29^{\circ}49'34''$ West;

Thence South $17^{\circ}55'28''$ East, for a distance of 34.86 feet;

Thence South $89^{\circ}07'59''$ East, for a distance of 63.71 feet;

Thence along the arc of a 7.50 foot radius curve to the left, the long chord of which bears North $46^{\circ}05'41''$ East, for a chord distance of 10.56 feet, through a central angle of $89^{\circ}32'41''$ for an arc distance of 11.72 feet;

Thence North $01^{\circ}19'20''$ East, for a distance of 130.26 feet;

Thence along the arc of a 15.00 foot radius curve to the right, the long chord of which bears North $23^{\circ}31'56''$ East, for a chord distance of 11.34 feet, through a central angle of $44^{\circ}25'12''$, for an arc distance of 11.63 feet;

Thence North $45^{\circ}44'32''$ East, for a distance of 41.45 feet;

Thence along the arc of a 20.00 foot radius curve to the right, the long chord of which bears North $54^{\circ}25'05''$ East, for a chord distance of 6.03 feet, through a central angle of $17^{\circ}21'07''$, for an arc distance of 6.06 feet;

Thence North $63^{\circ}05'39''$ East, for a distance of 4.56 feet;

Thence North $01^{\circ}16'34''$ East, for a distance of 11.86 feet to the South face of a covered walkway;

Thence South $88^{\circ}50'36''$ East, along said South face, for a distance of 8.98 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 169.70 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 16.40 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 137.96 feet;

Thence South $88^{\circ}43'26''$ East, for a distance of 290.65 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 727.42 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}43'26''$ West, for a distance of 290.65 feet;

Thence North $00^{\circ}40'41''$ East, for a distance of 137.96 feet;

Thence South $88^{\circ}43'26''$ East, for a distance of 16.40 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 5.35 feet;

Thence South $88^{\circ}35'27''$ East, along the West extension, the centerline, and the East extension of a construction joint between two joined parking structures, for a distance of 275.85 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line, for a distance of 131.97 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

A tract of land, a portion of which is in the John Maney Donation Land Claim and the William Ryan Donation Land Claim, located in the Southwest quarter of the Northeast quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Northeast corner of said Section 26;

Thence South $01^{\circ}31'26''$ West, along the East line of said Section, for a distance of 2496.95 feet to the Easterly extension of the North Right-of-Way line of Mill Plain Boulevard;

Thence North $88^{\circ}07'35''$ West, along said North Right-of-Way line and its Easterly extension, for a distance of 1979.45 feet to the Southwest corner of Lot 16 of "Portland View", according to the plat thereof recorded in Book "B" of plats at Page 3, records of Clark County, Washington, said corner being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}07'35''$ West, along said North Right-of-Way line, for a distance of 298.59 feet;

Thence North $01^{\circ}31'26''$ East, parallel with the East line of said Section, for a distance of 263.61 feet;

Thence South $88^{\circ}07'35''$ East, for a distance of 298.56 feet to the West line of said "Portland View" Subdivision;

Thence South $01^{\circ}31'05''$ West, along said West line, for a distance of 263.61 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1044.78 feet to the East extension of the North face of an existing parking structure;

Thence North $88^{\circ}50'38''$ West, along said East extension, and the North face thereof, for a distance of 216.12 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}50'38''$ West, along said North face, for a distance of 131.43 feet to the East perimeter of an existing building;

Thence the following courses and distances along said perimeter of an existing building:

Thence North $01^{\circ}10'44''$ East, for a distance of 23.43 feet;

Thence North $88^{\circ}43'15''$ West, for a distance of 27.63 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 68.65 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 12.13 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 8.49 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 1.12 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 25.69 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 13.26 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 26.31 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 5.04 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 23.27 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 5.04 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 26.34 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 4.95 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 23.34 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 4.95 feet;

TAX ACCOUNT # 166210-000

EXHIBIT "A"

Thence North $01^{\circ}23'01''$ East, for a distance of 25.07 feet;

Thence North $88^{\circ}50'32''$ West, for a distance of 19.77 feet;

Thence leaving said perimeter, North $01^{\circ}07'24''$ East, a common line between two existing buildings and the North extension thereof, for a distance of 277.57 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 116.01 feet;

Thence South $01^{\circ}07'24''$ West, for a distance of 372.67 feet;

Thence South $50^{\circ}56'59''$ East, for a distance of 78.31 feet;

Thence South $01^{\circ}07'24''$ West, for a distance of 107.51 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 166212-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1157.24 feet;

Thence North $88^{\circ}37'48''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}37'48''$ West, for a distance of 169.30 feet;

Thence North $01^{\circ}22'12''$ East, for a distance of 263.28 feet;

Thence South $88^{\circ}37'48''$ East, for a distance of 169.30 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West-Right-of-Way Line, for a distance of 263.28 feet to the TRUE POINT OF BEGINNING;

EXHIBIT "A"

A PARCEL OF LAND IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE W.M., CLARK COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29;
THENCE NORTH $01^{\circ} 22' 12''$ EAST, FOR A DISTANCE OF 1656.77 FEET;
THENCE NORTH $88^{\circ} 53' 22''$ WEST ALONG THE SOUTH LINE OF "GLINNHAVEN-2",
ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK F OF PLATS AT PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON, AND THE EAST EXTENSION THEREOF,
FOR A DISTANCE OF 256.17 FEET;
THENCE SOUTH $01^{\circ} 06' 48''$ WEST, FOR A DISTANCE OF 77.02 FEET TO THE TRUE POINT
OF BEGINNING;
THENCE SOUTH $88^{\circ} 48' 26''$ EAST, FOR A DISTANCE OF 34.21 FEET;
THENCE NORTH $01^{\circ} 14' 14''$ EAST, FOR A DISTANCE OF 4.89 FEET;
THENCE SOUTH $88^{\circ} 45' 46''$ EAST, FOR A DISTANCE OF 8.67 FEET;
THENCE NORTH $01^{\circ} 06' 48''$ EAST, FOR A DISTANCE OF 7.46 FEET;
THENCE SOUTH $88^{\circ} 54' 55''$ EAST, FOR A DISTANCE OF 39.32 FEET;
THENCE SOUTH $01^{\circ} 00' 42''$ WEST, FOR A DISTANCE OF 12.33 FEET;
THENCE SOUTH $89^{\circ} 04' 39''$ EAST, FOR A DISTANCE OF 52.79 FEET;
THENCE SOUTH $39^{\circ} 45' 04''$ EAST, FOR A DISTANCE OF 2.74 FEET;
THENCE SOUTH $00^{\circ} 57' 47''$ WEST, FOR A DISTANCE OF 122.10 FEET;
THENCE NORTH $88^{\circ} 44' 22''$ WEST, FOR A DISTANCE OF 56.12 FEET;
THENCE NORTH $44^{\circ} 56' 09''$ WEST, FOR A DISTANCE OF 5.05 FEET;
THENCE NORTH $88^{\circ} 32' 26''$ WEST, FOR A DISTANCE OF 77.39 FEET;
THENCE NORTH $01^{\circ} 06' 48''$ EAST, FOR A DISTANCE OF 119.90 FEET TO THE TRUE POINT
OF BEGINNING.

5950651 AMD

Total Pages: 118 Rec Fee: \$370.50

eRecorded in Clark County, WA 08/17/2021 11:22 AM

SCHWABE WILLIAMSON & WYATT, PC

SIMPLIFILE LC E-RECORDING

RETURN ADDRESS

PeaceHealth, Attn: Jennifer Mair

1115 SE 164th Avenue

Vancouver, WA 98683

Please print neatly or type information

Document Title(s)

First Amendment to and Restatement of Development Agreement Between the
City of Vancouver and PeaceHealth Southwest Medical Center

Reference Number(s) of related documents:

5384086

Additional Reference #'s on page ____

Grantor(s) (Last name, First name and Middle Initial)

PeaceHealth

Additional grantors on page ____

Grantee(s) (Last name, First name and Middle Initial)

The City of Vancouver, a Municipal Corporation

Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

FIRCREST LOT 10 BLK 1 Exhibit A, pg 1-5; Exhibit B pg 1

Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

37916219

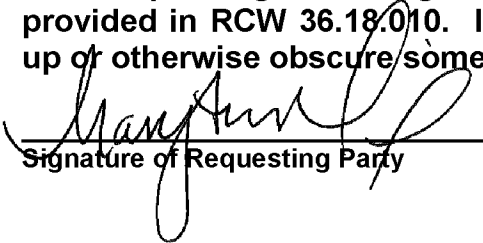
37916127

37916215

Additional parcel #'s on page 11

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.


Signature of Requesting Party

**FIRST AMENDMENT TO AND RESTATEMENT OF
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF VANCOUVER AND PEACEHEALTH SOUTHWEST
MEDICAL CENTER**

Grantors:
PeaceHealth

Grantees:
The City of Vancouver, a municipal corporation

Abbreviated Legal/Parcel Nos.:
(To be inserted) Abbreviated Legal: FIRCREST LOT 10 BLK 1; Parcel No. 37916219 (Refer to additional Parcel Numbers on Exhibit A, Page 1 through 5; and Exhibit B, Page 1)

Effective Date: June 15, 2020

Parties: PeaceHealth Southwest Medical Center
 400 NE Mother Joseph Place
 Vancouver WA 98664

 City of Vancouver
 PO Box 1995
 Vancouver WA 98668-1995

RECITALS

WHEREAS, PeaceHealth Southwest Medical Center (PeaceHealth) is the record owner of the property, which is legally described in Exhibit A ("Property") to this Agreement and is located within the City limits of Vancouver, attached hereto and incorporated herein by this reference; and

WHEREAS, There are six additional properties that PeaceHealth intends to acquire that upon acquisition will become subject to this Agreement. These properties are identified on that parcel table attached hereto as Exhibit B to this Agreement

WHEREAS, the City of Vancouver (City) is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, local governments and private property owners are authorized by RCW 36.70B.170 to enter into development agreements; and

WHEREAS, this Agreement relates to future development of the property for healthcare and related accessory purposes; and provides mutual benefit to the City and PeaceHealth.

NOW, THEREFORE, based on the foregoing recitals, the parties agree as follows:

Section 1. Recitals. The recitals above set forth are incorporated into this Agreement by reference.

Section 2. Purpose. The purpose of this Agreement is to:

A. Support a Public Facilities Master Plan (PFMP) approved by the City for an expansion of PeaceHealth's medical campus to better serve the region's healthcare and related needs. This approval is found in the Hearings Examiners Decision dated August 31, 2015 in case number PRJ – 145134/LUP-43504.

B. Vest the conceptual components of the development of the Property under the provisions of the VMC on the Effective Date of this Agreement, including the permitted uses of the Property, and the applicable development standards and regulations.

C. Continue to reserve capacity and vest the unused 299 weekday p.m. peak hour trips (provided for in the prior development agreement and 36 existing PM peak hour trips associated with the single-family homes purchased by PeaceHealth all of which are legally described as part of Exhibit A to this Agreement. For any development or redevelopment that may occur on the Property within 10 years of the effective date of the Development Agreement.

D. Set forth the timing and cost of right-of-way dedication and vacations.

E. Vest transportation concurrency for the term of this Agreement.

F. Set forth the required transportation mitigation as that included in the Hearings Examiner Decision dated August 31, 2015.

Section 3. Development Agreement. This agreement is a development agreement that is adopted and shall be implemented and interpreted in accordance with RCW 36.70B. 170 through RCW 36.70B. 210 and VMC 20.250. It shall be a binding contract between PeaceHealth and the City upon the City's approval by ordinance or resolution following a public hearing in accordance with RCW 36.70B.170.

Section 4. Definitions. Except as state law may provide otherwise, the following terms shall have the following meanings: "VMC" means the Vancouver Municipal Code as it exists on the effective date of this Agreement and as it may subsequently be amended from time to time by the Vancouver City Council. "Development Agreement" means the Development Agreement between the City of Vancouver and PeaceHealth Southwest Medical Center with an effective date of October 10, 2016. "Agreement" means this First Amendment to and Restatement of the Development Agreement.

Section 5. Effective Date, Term, Termination, and Modification. This agreement shall be effective (the "Effective Date") upon adoption of a resolution or ordinance by the Vancouver City Council and thereafter upon execution and signature of the authorized representatives of both parties. This agreement shall be and remain in force for a period of 10 years from the effective date, after which it shall expire automatically and become null and void (the "Termination Date"), except that any development approvals, (master plan, land use, land division, building permits and the like) issued by the City for development of the property shall remain in place and continue to impose on-going legal obligations on the holder of those development approvals. This agreement may be modified prior to termination only upon mutual written agreement of both parties after a public hearing as required by RCW 36.70B.200. Notwithstanding the foregoing, the Mayor is authorized to approve on behalf of the City minor modifications to this Agreement of the exhibits attached hereto without the necessity of a public hearing.

Section 6. Prior Development Agreement. Notwithstanding the expiration thereof on December 20, 2014, the terms and provisions of a Prior Development Agreement between the parties dated January 22, 2002 are hereby reinstated as of that termination date and shall be in full force and effect in the 299 Reserved and unused transportation trips provided for in such Prior Development Agreement which shall be and remain vested under this Agreement.

Section 7. Transportation Infrastructure and Reservation of Traffic Capacity. PeaceHealth will construct transportation improvements at its own cost and expense pursuant to the conditions set forth in the Hearings Examiner Decision dated August 31,

2015. The Hearings Examiner Decision identifies all required improvements for the full buildout of the Property and the specific standards that apply to future development. The timing of all required improvements will be addressed during site plan approval for the individual projects included in the PFMP approval.

Section 8. Right of Way Dedication and Vacation. Final build-out of the proposed projects contemplated herein and in the Public Facilities Master Plan will require dedication of the NE 9th Street Extension (from the existing terminus of NE 9th Street near NE 90th Avenue to NE 87th Avenue) and vacation of existing rights-of-way (subject to the City's right of way vacation process,) in the expansion areas, including:

- NE 90th Avenue (south of NE 9th Street)
- NE 8th Street (between Henrietta Lacks Health and Bioscience High School and NE 90th Avenue)
- NE 91st Avenue (between NE 8th Street and NE 7th Street)
- NE Pietz Street (west of NE 92nd Avenue)
- NE 7th Street (between NE 90th and NE 91st Avenues)
- NE 93rd Avenue (north of Mill Plain Boulevard and south of parcel 37916251)
- Completion of the NE 9th Street Extension and dedication will be phased with the build-out of the campus and will be finished after completion of the two medical office building projects in the north campus area identified on Exhibit A2. The City shall initiate proceedings for vacation of the rights-of-way this Agreement prior to the submittal of Type II site plan review applications for projects included in the PFMP that will require a right-of-way vacation to be constructed.

Section 9. Vesting of Vehicle Trips and Concurrency. For purposes of future concurrency management and Transportation Impact Fees (TIFs) that would be assessed by the City on the redevelopment or change in use of the Property, the City will credit the Average Daily Trip (ADT) generation and p.m. peak hour trips from the existing uses on the Property as of the effective date of this Agreement. The TIF that will be due for the redevelopment and change in use of the Property will be based on the increase in ADT generation attributable to the new development or use beyond the current level of trip generation by the current use. Capacity for the current 335 weekday p.m. peak hour trips (299 vested and unused weekday PM peak hour trips as provided for in the Prior Development Agreement and 36 existing weekday PM peak hour trips associated with the single-family homes purchased by PeaceHealth from the current use of the Property for a total of 335 shall be reserved by the City and vested for the Property, for any development or redevelopment that may occur within 10 years of the effective date of this Agreement. PeaceHealth will prepare trip generation letters for all future projects included in the PFMP at the time of site plan review, with the exception of Tower 2, which will require a new Transportation Impact Analysis (TIA). The trip generation letters will verify the proposed trip volumes and that resulting traffic operations would remain consistent with the February 2015 TIA submitted with the PFMP.

Section 10. Vesting. As provided for in RCW 36.70B.170(1) and VMC 20.250, during the term of this Agreement, development of the property and the master plan therefor shall be controlled by the terms and condition of this Agreement and any requirements and/or standards adopted by the City that are not inconsistent with the terms and requirements of the agreement. The parties agree that the development of the Property and this Agreement vests as to the permitted use, land use ordinance, regulation, and development standards in effect in VMC section 20.250.040 as of the earlier of the date of any fully complete land use application being processed for approval with the Development Agreement, or October 10, 2016, the effective date of the Development Agreement. "Vesting" shall mean that the property is entitled to be used and to implement a public facilities master plan, site plan or other land use permit or approval that is substantially consistent with that shown in Exhibit A, and that the Property is entitled to be eligible to receive land use approval of development proposals ("implementing land use approval(s)") that are consistent therewith, in accordance with the zoning, development and land use ordinances in effect upon the date of the vesting of the Development Agreement without any such application being subject to changes in ordinance, regulation, and development standards and regulations that are enacted or implemented subsequent to the date thereof. Further, if an implementing land use approval has become final (not appealed), which is at variance with such ordinance, regulation, and development standards and regulations with the agreement of the applicant(s), the ordinance, regulation, and development standards and regulations manifested in such implementing land use approval(s) shall become vested under the Development Agreement. This Agreement and the development standards in, and terms of, the Development Agreement govern during the term of the Development Agreement and may not be subject to an amendment to a zoning ordinance, land use regulation, or development standard adopted after the effective date of the Development Agreement except with the written agreement of the Developer; provided that Developer or its assignee may elect to waive vesting as to an ordinance, requirement, condition or standard and proceed under any ordinance, requirement, condition or standard more recently in effect by the City of Vancouver as allowed under VMC 20.250.040. This vesting shall continue beyond the term of the Development Agreement as to any fully complete implementing land use application in process or granted by the City during the term of the Development Agreement, for the normal term of approval of any such application or approval. Any permit or approval issued by the City, including any implementing land use approval, after the vesting of the Development Agreement must be consistent with the Development Agreement; provided that applicable storm water regulations are subject to the City of Vancouver Phase 2 National Pollutant Discharge Elimination System (NPDES) permit.

Section 11. Property Governed. This Agreement governs and vests the development of the PeaceHealth Property described on the drawings attached to this Agreement as Exhibit A1 and A2 and to the extent the properties on the parcel table attached to this Agreement as Exhibit B are acquired by PeaceHealth, the Agreement shall be re-recorded with the legal descriptions for those properties identified on Exhibit B and each

and every term and provision of this Agreement shall apply to the newly added properties which will be identified as Exhibit B including but not limited to the vesting provision which shall vest the newly acquired property on the date of the re-recording of this Agreement. No further City Council action is required to record this agreement is provided for in this section.

Section 12. Exception to Vesting/Serious Threat to Public Health. Nothing contained in this Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70.170(4) to address issues of public health and safety.

Section 13. Construction. This Agreement sets forth the entire agreement of the parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties. To the extent of any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Agreement shall prevail.

Section 14. Further Discretionary Actions. Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the property, including one or more building permits, under the processes established by the City; provided however those processes shall not impose any conditions inconsistent with the provisions of this Agreement.

Section 15. Remedies. Should a disagreement arise between the City and the land owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. IF this does not result in resolution the parties agree to employ a mutually agreed upon mediator to resolve the disagreement. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 16. Performance. Failure by either party at any time to require performance by the other party of any of the provisions or requirement of the agreement shall in no way affect the parties' rights hereunder to enforce any and all requirements of this Agreement, nor shall any failure by a party to declare a default or breach of the agreement by the other party be deemed a waiver of a default or breach or a waiver of this non-waiver clause.

Section 17. Enforcement and Venue. In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington shall control, 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, by any method authorized by Washington law.

Section 18. Required Public Hearing. This Agreement is authorized by a resolution of the City Council of the City of Vancouver following a hearing as required by RCW 36.70B.170.

Section 19. Default. In the event either party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other party (unless the parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing party shall take no further action. Notwithstanding the foregoing, in the event of a serious threat to public health and safety or irreparable harm, the City may immediately enforce the provisions of this Agreement or any other provision of law.

Section 20. Extensions of Time for Performance. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be deemed to be in default where delays and performance or failure to perform are due to war, insurrection, strike or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

Section 21. Binding Effect. This Agreement, or a summary therefore, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Agreement, and shall be binding upon and insure to the benefit of the respective successors and assigns of the parties. Upon assignment of this Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

Section 22. Cooperation. Each party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may

reasonably be requested by the other party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

Section 23. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 24. Inconsistencies. If any provision of the Vancouver Municipal Code is deemed inconsistent with the provisions of the agreement, the provisions of this Agreement shall control.

Section 25. Binding on Successors and Recording. This agreement shall run with the land and be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors and assigns. This agreement shall be recorded in Clark County real property records for the property. PeaceHealth may sell or otherwise lawfully dispose of all or any portion of the property to another person, corporation, partnership or other entity, who shall be bound by and benefitted by the requirements and terms of this Agreement.

Section 26. Term. The initial term of the Development Agreement shall be for ten (10) years from the effective date of this Agreement, with the parties entitled to extend the term if approved by the City by resolution following public hearing or as otherwise allowed under state law.

Section 27. Enforcement. This Agreement may be enforced through any remedy provided by law or in equity

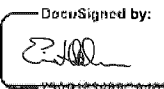
Section 28. Effective Date. This Agreement will become effective upon signature by the City, after a public hearing has occurred.

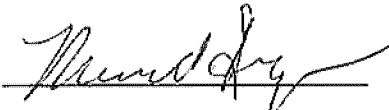
Section 29. Run with the Land. This Agreement shall run with the land and be binding on the parties' successors and assigns. This Agreement shall be recorded with the Clark County Auditor

IT IS SO AGREED, as indicated by the below-signed authorized representative of the parties hereto.

City of Vancouver:

PeaceHealth:

By: 
Date: 11/24/2020

By: 
Date: 10-1-20

Approved as to Form:

By: 
DATE: 11/24/2020

STATE OF WASHINGTON)

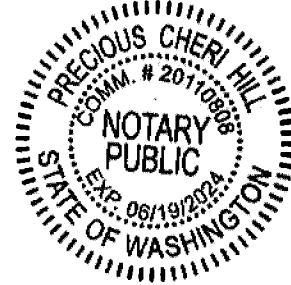
: ss

County of Clark)

I certify that I know or have satisfactory evidence that Michael Dwyer is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the ERP Strategy Committee of PeaceHealth to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 1st day of October, 2020

Precious Cheri Hill
 NOTARY PUBLIC FOR WASHINGTON
 My Commission Expires: 06/19/2024



STATE OF WASHINGTON)

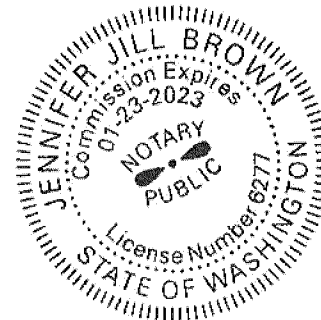
: ss

County of Clark)

I certify that I know or have satisfactory evidence that Eric J. Holmes is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Manager of City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 7th day of December, 2020

Jennifer Jill Brown
 NOTARY PUBLIC FOR WASHINGTON
 My Commission Expires: 1.23.23



This notarial act involved the use of
 communication technology.

EXHIBIT A**[Full Legal Descriptions Attached.]****Currently owned by PeaceHealth:**

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916219	213 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,503	0.2
37916217	219 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,701	0.18
37916215	301 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,450	0.17
37916213	305 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,379	0.17
37916211	311 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,076	0.19
37916209	317 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,385	0.17
37916207	321 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,704	0.18
37916203	409 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,670	0.18
37916201	415 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,938	0.18
37916233	320 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,155	0.19
37916231	314 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,090	0.19
37916229	308 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,897	0.18
37916227	302 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,108	0.19
37916225	222 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,056	0.18
37916261	205 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,143	0.19
37916259	213 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,079	0.19
37916257	219 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,342	0.17
37916255	301 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,881	0.18
37916253	305 NE 93RD AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,322	0.17
37916279	402 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,966	0.18
37916275	314 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,919	0.18
37916273	308 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,170	0.19

37916271	302 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,888	0.18
37916269	206 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,769	0.18
37916267	204 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,707	0.18
37916265	202 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,792	0.18
37916263	200 NE 94TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,693	0.18
111011010	610 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,096	0.19
111011012	616 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,063	0.19
111011014	700 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,043	0.18
111011008	710 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,126	0.19
111011022	717 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,918	0.20
111011020	9106 NE PIETZ ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,013	0.21
111011034	9107 NE PIETZ ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,993	0.21
111011036	617 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,554	0.22
111011038	9105 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	11,434	0.26
111011040	9019 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,739	0.18
111011042	9011 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	7,636	0.18
111011044	9005 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,171	0.19
111011052	9016 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,126	0.23
111011050	704 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,154	0.23
111011048	710 NE 91ST AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,161	0.23
111011046	9015 NE 8TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,145	0.23
111011060	9007 NE 8TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,152	0.23
111011058	711 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,180	0.23
111011056	705 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,186	0.23
111011054	9008 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	10,170	0.23
111011074	616 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,192	0.19

111011072	700 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,207	0.19
111011070	704 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,214	0.19
111011068	710 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,230	0.19
111011066	718 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,106	0.19
111011064	800 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,324	0.19
111011062	806 NE 90TH AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	8,207	0.19
111022066	8915 NE 9TH ST, VANCOUVER, 98664	PeaceHealth	PF	OCI	9,191	0.21
111017112	605 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	9,335	0.21
111017110	9213 NE 7TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	9,476	0.22
111017064	521 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,383	0.19
111012112	9204 NE 5TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	6,706	0.15
111017052	9213 NE 6TH ST, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,297	0.19
111017050	509 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	UL	R-6	8,578	0.20

Parcels within the original 42-acre hospital campus:

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
166207000	N/A	PeaceHealth	PF	OCI	49,658	1.14
166206000	N/A	PeaceHealth	PF	OCI	35,719	0.82
166205000	N/A	PeaceHealth	PF	OCI	35,719	0.82
166204000	N/A	PeaceHealth	PF	OCI	55,757	1.28
166208000	N/A	PeaceHealth	PF	OCI	125,888	2.89
166209000	N/A	PeaceHealth	PF	OCI	115,870	2.66
166203000	605 NE 87TH AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	80,586	1.85
110840000	400 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	769,270	17.66
110892000/ 986035261	8716 E MILL PLAIN BLVD, VANCOUVER, 98664	C E John Properties 60 LLC	COM	CC	38,333	0.88
110893000	8700 E MILL PLAIN BLVD, VANCOUVER, 98664	C E John Properties 60 LLC	COM	CC	11,326	0.26
166202000	505 NE 87TH AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	48,352	1.11
166202001	N/A	SW WA Health System	PF	OCI	16,988	0.39
166202002	N/A	PMB VANCOUVER	PF	OCI	0	0

166202003	N/A	PMB VANCOUVER	PF	OCI	0	0
166216000	200 NE MOTHER JOSEPH PL, VANCOUVER, 98664	SW WA Health System	PF	OCI	16,988	0.39
166216001	N/A	SW WA Health System	PF	OCI	19,166	0.44
166216002	N/A	PMB Vancouver	PF	OCI	0	0
166216003	N/A	PMB Vancouver	PF	OCI	0	0
37916285	300 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	172,062	3.95
37916288	100 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	38,768	0.89
37916341	110 NE MOTHER JOSEPH PL, VANCOUVER, 98664	PeaceHealth	PF	OCI	51,401	1.18
166210000	600 NE 92ND AVE, VANCOUVER, 98664	PeaceHealth	PF	OCI	63,162	1.45
166212000	N/A	PeaceHealth	PF	OCI	44,431	1.02
166211000	602 NE 92ND AVE, VANCOUVER, 98664	SW WA Health System	PF	OCI	16,988	0.39
166211001	N/A	PMB Vancouver	PF	OCI	0	0

PROPERTY ID# 37916277

320 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 19, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916205

403 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916221

210 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916223

216 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011006

716 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1 OF GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE
156, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011076

610 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

**LOT 8 IN BLOCK 4 OF GLENNHAVEN-2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.**

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916201

415 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 1, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916203

409 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 2, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916207

321 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916209

317 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916211

311 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916213

305 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916215

301 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916217

219 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916219

213 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 10, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916225

222 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 13, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916227

302 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"
LOT 14, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916229

308 NE 93RD AVE,
ANCOUVER, WA 98664

EXHIBIT "A"

LOT 15, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916231

314 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 16, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916233

320 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 17, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916253

305 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916255

301 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

**LOT 8, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.**

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916257

219 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

**LOT 9, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.**

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916259

213 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 10, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916261

205 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916263

200 NE 94TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 2, FIRCREST ADDITION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN BOOK "P" OF PLATS, PAGE
106, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916265

202 NE 94TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 13, BLOCK 2, FIRCREST ADDITION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE
106, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916267

204 NE 94TH AVE
VANCOUVER, 98664

EXHIBIT "A"

**LOT 14, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.**

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916269

206 NE 94TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 15, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916271

302 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 16, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916273

308 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 17, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916275

314 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 18, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 37916279

402 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 20, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011008

710 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 4, BLOCK 1, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011010

610 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011012

616 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011014

700 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 3, BLOCK 2, GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 156,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011020

9106 NE PIETZ STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 1, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011022

717 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 1, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011034

9107 NE PIETZ STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 2, GLENHAVEN NO. 2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN BOOK 'F' OF PLATS, PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011036

617 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011038

9105 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011040

9019 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011042

9011 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011044

9005 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 9, BLOCK 2, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011046

9015 NE 8TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 1, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011048

710 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 2, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011050

704 NE 91ST AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011052

9016 NE 7TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 4, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011054

9008 NE 7TH ST
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 5, BLOCK 3, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011056

705 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 6, BLOCK 3, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011058

711 NE 90TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 7, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011060

9007 NE 8TH STREET
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8, BLOCK 3, GLENNHAVEN NO. 2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011062

806 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011064

800 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011066

718 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 3, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011068

710 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 4, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011070

704 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 5, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011072

700 NE 90TH AVE,
ANCOUVER, 98664

EXHIBIT "A"

LOT 6, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111011074

616 NE 90TH AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 7, BLOCK 4, GLENNHAVEN #2, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, PAGE
167, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111012112

9204 NE 5TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 4, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017050

509 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 1, BLOCK 1, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017052

9213 NE 6TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 2, BLOCK 1, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017064

521 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

**LOT 1, BLOCK 2, PIETZ SECOND ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 159, RECORDS OF CLARK COUNTY, WASHINGTON.**

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017110

9213 NE 7TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 13, BLOCK 2, PIETZ THIRD ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 146, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111017112

605 NE 92ND AVE,
VANCOUVER, 98664

EXHIBIT "A"

LOT 14, BLOCK 2, PIETZ THIRD ADDITION, ACCORDING
TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS,
PAGE 146, RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 111022066

8915 NE 9TH ST,
VANCOUVER, 98664

EXHIBIT "A"

LOT 9, CRYSTAL COUR #2, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "G" OF PLATS, PAGE 269,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166207000

#94 SEC 29 T2N R2EWM
VANCOUVER, WA**EXHIBIT "A"**

A parcel of land in a portion of the Southeast quarter of Section 29,
Township 2 North, Range 2 East, Willamette Meridian, Clark County,
Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North 01°22'12" East, along the East line of said Section 29, for a
distance of 1003.37 feet to the East extension of the North line of Lot 17
of "NORELIUS ORCHARD TRACTS", according to the plat there of
recorded in Book "C" of Plats at Page 79, records of Clark County, Wash-
ington;

Thence North 88°48'40" West, along said East extension and the North
line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-
Way line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a
distance of 1349.90 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°17'15" East, along said East Right-of-Way
line for a distance of 119.65 feet;

Thence South 88°52'32" East, for a distance of 299.40 feet;

Thence South 01°17'30" West, for a distance of 119.65 feet;

Thence North 88°52'32" West, for a distance of 299.39 feet to the TRUE
POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166204000

#91 SEC 29 T2N R2EWM
VANCOUVER, WA**EXHIBIT "A"**

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North 01°22'12" East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North 88°48'40" West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a distance of 1043.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°17'15" East, along said East Right-of-Way Line, for a distance of 186.49 feet;

Thence South 88°52'32" East, for a distance of 299.38 feet;

Thence South 01°17'30" West, for a distance of 186.49 feet;

Thence North 88°52'32" West, for a distance of 299.37 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166205000

#92 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North 01°22'12" East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North 88°48'40" West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North 01°17'15" East, along said East Right-of-Way Line, for a distance of 1043.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°17'15" East, along said East Right-of-Way Line, for a distance of 186.49 feet;

Thence South 88°52'32" East, for a distance of 299.38 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 186.49 feet;

Thence North 88°52'32" West, for a distance of 299.37 feet to the TRUE POINT OF BEGINNING.

X	
Seller	Date

X _____
Purchaser Date

X	
Seller	Date

X	
Purchaser	Date

PROPERTY ID# 166206000

#93 SEC 29 T2N R2EWM
VANCOUVER, WA**EXHIBIT "A"**

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 1230.25 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 119.65 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.39 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 119.65 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 299.38 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166208000

#95 SEC 29 T2N R2EWM
VANCOUVER, WA**EXHIBIT "A"**

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN-2" according to the plat thereof recorded in Book "F" of Plats, at Page 167, records of Clark County, Washington;

Thence North $88^{\circ}53'22''$ West, along said East extension, the South line and the West extension thereof, for a distance of 664.68 feet to the Southwest corner of said "GLENNHAVEN-2";

Thence North $01^{\circ}17'30''$ East, along the West line of said "GLENNHAVEN-2", for a distance of 391.60 feet, said point being the TRUE POINT OF BEGINNING;

Thence North $88^{\circ}52'32''$ West, for a distance of 296.00 feet;

Thence North $01^{\circ}17'30''$ East, for a distance of 425.79 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 296.00 feet to the West line of "CRYSTAL COURT-2", according to the plat thereof recorded in Book "G" of Plats, at page 269, records of Clark County, Washington;

Thence South $01^{\circ}17'30''$ West, along said West line and the West line of said "GLENNHAVEN-2" for a distance of 425.79 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166209000

#96 SEC 29 T2N R2EWM
VANCOUVER, WA

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North 01°22'12" East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN-2" according to the plat thereof recorded in Book "F" of Plats, at Page 167, records of Clark County, Washington;

Thence North 88°53'22" West, along said East extension, and the South line thereof, for a distance of 664.68 feet to the Southwest corner of said "GLENNHAVEN-2", said point being the TRUE POINT OF BEGINNING;

Thence continuing North 88°53'22" West, for a distance of 296.00 feet;

Thence North 01°17'30" East, for a distance of 391.67 feet;

Thence South 88°52'32" East, for a distance of 296.00 feet to the West line of "said "GLENNHAVEN-2";

Thence South 01°17'30" West, along said West line, for a distance of 391.60 feet to the TRUE POINT OF BEGINNING.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

PROPERTY ID# 166203000

605 NE 87TH AVENUE
VANCOUVER, WA 98664

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1003.37 feet to the East extension of the North line of Lot 17 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $88^{\circ}48'40''$ West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 606.76 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 367.00 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 265.43 feet to the North extension of the East face of an existing parking structure;

Thence South $01^{\circ}12'26''$ West, along the North extension, the East face, and the South extension of said parking structure, for a distance of 232.76 feet to the East extension of the South face of said parking structure;

Thence North $88^{\circ}38'05''$ West, along said East extension and the South face, for a distance of 27.57 feet to an angle point in said parking structure;

Thence South $01^{\circ}13'59''$ West, along the East face of said parking structure, for a distance of 15.87 feet to the Southeast corner of said parking structure;

Thence North $88^{\circ}49'39''$ West, along the South face of said parking structure, for a distance of 82.33 feet to an angle point in said South face;

Thence South $01^{\circ}13'59''$ West, along the face of said parking structure, for a distance of 9.02 feet;

Thence North $89^{\circ}36'56''$ West, along said South face and the Westerly extension thereof, for a distance of 31.72 feet;

Thence South $02^{\circ}16'51''$ West, for a distance of 109.19 feet;

Thence North $88^{\circ}51'06''$ West, for a distance of 122.26 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 110840-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet to the East extension of the South line of "GLENNHAVEN", according to the plat thereof recorded in Book F of Plats at Page 156, records of Clark County, Washington;

Thence North $88^{\circ}53'22''$ West, along said East extension, for a distance of 30.00 feet to the Southeast corner of said "GLENNHAVEN", said point being the TRUE POINT OF BEGINNING;

Thence South $01^{\circ}22'12''$ West, along the West Right-of-Way Line of N.E. 92nd Avenue, for a distance of 236.11 feet;

Thence North $88^{\circ}37'48''$ West, for a distance of 169.30 feet;

Thence South $01^{\circ}22'12''$ West, for a distance of 263.28 feet;

Thence South $88^{\circ}37'48''$ East, for a distance of 169.30 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line for a distance of 112.57 feet to the East extension of the North face of an existing parking structure;

Thence North $88^{\circ}50'38''$ West, along said East extension and the North face thereof, for a distance of 186.12 feet;

Thence North $01^{\circ}07'24''$ East, for a distance of 107.51 feet;

Thence North $50^{\circ}56'59''$ West, for a distance of 78.31 feet;

Thence North $01^{\circ}07'24''$ East, for a distance of 372.67 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 116.01 feet;

Thence South $01^{\circ}07'24''$ West, along the common line between two existing buildings and the North extension thereof, for a distance of 320.93 feet to an angle point in the North perimeter line of an existing building known as the Physicians Building;

Thence the following courses and distances along said perimeter of the Physicians Building;

TAX ACCOUNT # 110840-000

EXHIBIT "A"

Thence North $88^{\circ}53'03''$ West, for a distance of 134.17 feet;

Thence South $01^{\circ}04'03''$ West, for a distance of 84.17 feet;

Thence North $88^{\circ}56'08''$ West, for a distance of 0.96 feet;

Thence South $01^{\circ}05'10''$ West, for a distance of 20.71 feet;

Thence South $88^{\circ}54'50''$ East, for a distance of 32.21 feet;

Thence South $01^{\circ}07'27''$ West, for a distance of 143.62 feet to the North line of Lot 16 of "NORELIUS ORCHARD TRACTS" according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence leaving said perimeter North $88^{\circ}50'23''$ West, along said North line for a distance of 167.62 feet to the Northwest corner of said Lot 16;

Thence South $01^{\circ}24'03''$ West, along the West line of said Lot 16, for a distance of 335.81 feet to the Northerly Right-of-Way Line of Mill Plain Boulevard;

Thence North $71^{\circ}33'36''$ West, along said Northerly Right-of-Way Line, for a distance of 166.85 feet;

Thence along said Northerly Right-of-Way Line, along the arc of a 1477.39 foot radius curve to the left, the long chord of which bears North $75^{\circ}11'47''$ West, for a chord distance of 187.40 feet, through a central angle of $07^{\circ}16'21''$, for an arc distance of 187.52 feet;

Thence North $78^{\circ}49'57''$ West, along said Northerly Right-of-Way Line, for a distance of 62.47 feet to the West line of that certain tract of land conveyed to Chrysler Realty Corporation by Statutory Warranty Deed, recording under Auditor's File No. G612905, records of Clark County, Washington;

Thence North $02^{\circ}07'51''$ East, along said West line, for a distance of 231.34 feet to the Northwest corner of said Chrysler Realty Corporation tract;

Thence North $88^{\circ}49'40''$ West, along the North line of Lot 17 of said "NORELIUS ORCHARD TRACTS", for a distance of 234.36 feet to the East Right-of-Way Line of N.E. 87th Avenue;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 353.07 feet;

Thence South $88^{\circ}51'28''$ East, for a distance of 24.41 feet;

TAX ACCOUNT # 110840-000

EXHIBIT "A"

Thence North $00^{\circ}43'10''$ East, for a distance of 34.85 feet;

Thence along the arc of a 3.00 foot radius curve to the left, the long chord of which bears North $44^{\circ}31'20''$ West, for a chord distance of 4.26 feet, through a central angle of $90^{\circ}29'13''$, for an arc distance of 4.74 feet;

Thence North $89^{\circ}45'56''$ West, for a distance of 6.17 feet;

Thence North $00^{\circ}57'48''$ East, for a distance of 24.73 feet;

Thence South $89^{\circ}24'10''$ East, for a distance of 4.67 feet;

Thence North $00^{\circ}58'37''$ East, for a distance of 15.86 feet;

Thence South $88^{\circ}51'06''$ East, for a distance of 128.47 feet;

Thence South $01^{\circ}55'21''$ East, for a distance of 11.24 feet;

Thence along the arc of a 3.00 foot radius curve to the left, the long chord of which bears South $68^{\circ}09'25''$ East, for a chord distance of 5.49 feet, through a central angle of $132^{\circ}28'14''$, for an arc distance of 6.94 feet;

Thence North $45^{\circ}36'28''$ East, for a distance of 3.46 feet;

Thence South $01^{\circ}03'45''$ West, for a distance of 35.73 feet;

Thence South $89^{\circ}00'54''$ East, for a distance of 45.69 feet;

Thence North $01^{\circ}20'04''$ East, for a distance of 38.13 feet;

Thence South $67^{\circ}40'30''$ East, for a distance of 16.15 feet;

Thence North $89^{\circ}34'18''$ East, for a distance of 36.55 feet;

Thence along the arc of 6.00 foot radius curve to the left, the long chord of which bears North $43^{\circ}54'56''$ East, for a chord distance of 8.58 feet, through a central angle of $91^{\circ}18'41''$ for an arc distance of 9.56 feet;

Thence North $01^{\circ}44'25''$ West, for a distance of 71.02 feet;

Thence North $01^{\circ}11'34''$ East, for a distance of 245.47 feet to the East extension of the South face of an existing parking structure;

Thence South $88^{\circ}38'05''$ East, along said East extension for a distance of 10.69 feet

TAX ACCOUNT # 110840-000

EXHIBIT "A"

to the South extension of the East face of said parking structure;

Thence North $01^{\circ}12'26''$ East, along said South extension of the East face and the North extension thereof, for a distance of 232.76 feet;

Thence North $88^{\circ}52'32''$ West, for a distance of 265.43 feet to said East Right-of-Way Line;

Thence North $01^{\circ}17'15''$ East, along said East Right-of-Way Line, for a distance of 70.00 feet;

Thence South $88^{\circ}52'32''$ East, for a distance of 299.37 feet;

Thence North $01^{\circ}17'30''$ East, for a distance of 425.79 feet to the Southeast corner of that certain tract of land conveyed to Medical Center Physicians Building, LLC, recorded under Auditor's File No. 3321872, records of Clark County, Washington;

Thence South $88^{\circ}52'32''$ East, for a distance of 39.90 feet;

Thence South $01^{\circ}17'30''$ West, for a distance of 817.46 feet to the West extension of the South line of "GLENNHAVEN-2", according to the plat thereof recorded in Book "F" of Plats of Page 167, records of Clark County, Washington;

Thence South $88^{\circ}53'22''$ East, along said West extension, the South line and the East extension thereof, for a distance of 930.68 feet to the TRUE POINT OF BEGINNING.

Except "PARCEL 11 ADMINISTRATION BUILDING", a parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1656.77 feet;

Thence North $88^{\circ}53'22''$ West, along the South line of "GLENNHAVEN - 2", according to the plat thereof recorded in Book F of Plats at Page 167, records of Clark County, Washington, and the East extension thereof, for a distance of 256.17 feet;

Thence South $01^{\circ}06'48''$ West, for a distance of 77.02 feet to the TRUE POINT OF BEGINNING;

Thence South $88^{\circ}48'26''$ East, for a distance of 34.21 feet;

Thence North $01^{\circ}14'14''$ East, for a distance of 4.89 feet;

TAX ACCOUNT # 110840-000

EXHIBIT "A"

Thence South $88^{\circ}45'46''$ East, for a distance of 8.67 feet;
Thence North $01^{\circ}06'48''$ East, for a distance of 7.46 feet;
Thence South $88^{\circ}54'55''$ East, for a distance of 39.32 feet;
Thence South $01^{\circ}00'42''$ West, for a distance of 12.33 feet;
Thence South $89^{\circ}04'39''$ East, for a distance of 52.79 feet;
Thence South $39^{\circ}45'04''$ East, for a distance of 2.74 feet;
Thence South $00^{\circ}57'47''$ West, for a distance of 122.10 feet;
Thence North $88^{\circ}44'22''$ West, for a distance of 56.12 feet;
Thence North $44^{\circ}56'09''$ West, for a distance of 5.05 feet;
Thence North $88^{\circ}32'26''$ West, for a distance of 77.39 feet;
Thence North $01^{\circ}06'48''$ East, for a distance of 119.90 feet to the TRUE POINT
OF BEGINNING.

TAX ACCOUNT # 110892-000

8716 E MILL PLAIN BLVD
VANCOUVER, WA

EXHIBIT "A"

That portion of Lot 17, NORELIUS ORCHARD TRACTS, according to the plat thereof, recorded in Volume "C" of Plats, Page 79, records of Clark County, Washington, described as follows:

BEGINNING at a 1/2 inch Iron pipe on the North line of said Lot 17, which bears South 89°43'19" West 400.34 feet from the Northeast corner of said Lot 17; said point being the Northwest corner of that tract of land conveyed to Chrysler Realty Corporation, a Delaware corporation, by deed recorded September 8, 1972, as Auditor's File No. G612905, records of Clark County, Washington; thence South 89°43'19" West along said North line 244.57 feet to the East right-of-way line of Northeast 87th Avenue; thence South 00°09'50" East along said East line of 87th Avenue 188.86 feet to the Northerly line of Mill Plain Boulevard as conveyed to Clark County, Washington, by deed recorded under Auditor's File No. G534112; thence South 80°18'59" East 244.66 feet along said right-of-way line to a point in a line drawn South 0°38'17" West from the point of beginning; thence North 0°38'17" East 231 feet to the point of beginning.

EXCEPT the South 110 feet of the West 140.00 feet thereof, as measured along and drawn parallel to the South and West lines thereof.

FURTHER EXCEPTING THEREFROM that portion of the property conveyed to Clark County January 23, 1980 as Auditor's File No. 8001240100

TAX ACCOUNT # 110893000

8700 E MILL PLAIN BLVD
VANCOUVER, WA 98664

EXHIBIT "A"

The South 140.00 feet of the West 129.85 feet as measured along the South and West lines of that portion of Lot 17, "Norelius Orchard Tracts", according to the plat thereof, recorded in Volume "C" of Plats, Page 79, records of Clark County, Washington, described as follows:

BEGINNING at a 1/2 inch iron pipe on the North line of said Lot 17, which bears South 89°55'07" West 400.34 feet from the Northeast corner thereof; said point being the Northwest corner of that tract of land conveyed to Chrysler Realty Corporation, a Delaware corporation, by deed recorded September 8, 1972, as Auditor's File No. G612905, records of Clark County, Washington; thence South 89°55'07" West along said North line 234.57 feet to the East right-of-way line of Northeast 87th Avenue; thence South 00°04'34" West along said right-of-way line of Mill Plain Boulevard; thence South 80°02'44" East along said right-of-way line 234.75 feet to a 1/2 inch iron pipe at the Southwest corner of the aforementioned Chrysler Realty Corporation tract; thence North 00°53'54" East 231.54 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion of the property conveyed to Clark County January 23, 1980 as Auditor's File No. 800124101.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

TAX ACCOUNT # 166202-000, 166202-001,
166202-002 & 166202-003

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of said Section 29;

THENCE North 01°22'12" East, along the East line of said Section 29, for a distance of 1003.39 feet to the East extension of the North line of Lot 17, NORELIUS ORCHARD TRACTS, according to the plat thereof, recorded in Book "C" of plats, page 79, records of Clark County, Washington;

THENCE North 88°49'40" West, along said East extension and the North line of said Lot 17, for a distance of 1298.98 feet to the East right of way line of NE 87th Avenue;

THENCE North 01°17'15" East, along said East right of way line, for a distance of 353.07 feet to the TRUE POINT OF BEGINNING;

THENCE North 01°17'15" East, along said East right of way line, for a distance of 253.69 feet;

THENCE South 88°51'06" East, for a distance of 122.26 feet;

THENCE North 02°16'51" East, for a distance of 109.19 feet to the West extension of the South face of an existing parking structure;

THENCE South 89°36'56" East, along said West extension and said South face, for a distance of 31.72 feet to an angle point in said South face;

THENCE North 01°13'59" East, along said parking structure face, for a distance of 9.02 feet to an angle point in said South face;

THENCE South 88°49'39" East, along said South face, for a distance of 82.33 feet to the Southeast corner of said parking structure;

THENCE North 01°13'59" East, along the East face of said parking structure, for a distance of 15.87 feet to an angle point in said East face;

THENCE South 88°38'05" East, along said South face and the East extension thereof, for a distance of 16.89 feet;

THENCE South 01°11'34" West, for a distance of 245.47 feet;

TAX ACCOUNT # 166202-000, 166202-001,
166202-002 & 166202-003

EXHIBIT "A"

THENCE South 01°44'25" East, for a distance of 71.02 feet;

THENCE along the arc of a 6.00 foot radius curve to the right, the long chord of which bears South 43°54'56" West, for a chord distance of 8.58 feet, through a central angle of 91°18'41", for an arc distance of 9.56 feet;

THENCE South 89°34'18" West, for a distance of 36.55 feet;

THENCE North 67°40'30" West, for a distance of 16.15 feet;

THENCE South 01°20'04" West, for a distance of 38.13 feet;

THENCE North 89°00'54" West, for a distance of 45.69 feet;

THENCE North 01°03'45" East, for a distance of 35.73 feet;

THENCE South 45°36'28" West, for a distance of 3.46 feet;

THENCE along the arc of a 3.00 foot radius curve to the right, the long chord of which bears North 68°09'25" West, for a chord distance of 5.49 feet, through a central angle of 132°28'14", for an arc distance of 6.94 feet;

THENCE North 01°55'21" West, for a distance of 11.24 feet;

THENCE North 88°51'06" West, for a distance of 128.47 feet;

THENCE South 00°58'37" West, for a distance of 15.86 feet;

THENCE North 89°24'10" West, for a distance of 4.67 feet;

THENCE South 00°57'48" West, for a distance of 24.73 feet;

THENCE South 89°45'56" East, for a distance of 6.17 feet;

THENCE along the arc of a 3.00 foot radius curve to the right, the long chord of which bears South 44°31'20" East, for a chord distance of 4.26 feet, through a central angle of 90°29'13", for an arc distance of 4.74 feet;

THENCE South 00°43'10" West, for a distance of 34.85 feet;

THENCE North 88°51'28" West, for a distance of 24.41 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of said Section 29;

THENCE North 01°22'12" East, along the East line of said Section 29, for a distance of 1067.47 feet;

THENCE North 88°43'15" West for a distance of 347.62 feet to the angle point in the East perimeter of an existing building, said point being the True Point of Beginning;

THENCE the following courses and distances along said perimeter of an existing building:

THENCE continuing North 88°43'15" West for a distance of 27.63 feet;

THENCE North 01°23'01" East for a distance of 68.65 feet;

THENCE South 88°36'59" East for a distance of 12.13 feet;

THENCE North 01°23'01" East for a distance of 8.49 feet;

THENCE South 88°36'59" East for a distance of 1.12 feet;

THENCE North 01°23'01" East for a distance of 25.69 feet;

THENCE North 88°36'59" West for a distance of 13.26 feet;

THENCE North 01°23'01" East for a distance of 26.31 feet;

THENCE South 88°36'59" East for a distance of 5.04 feet;

THENCE North 01°23'01" East for a distance of 23.27 feet;

THENCE North 88°36'59" West for a distance of 5.04 feet;

THENCE North 01°23'01" East for a distance of 26.34 feet;

THENCE South 88°36'59" East for a distance of 4.95 feet;

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

THENCE North 01°23'01" East for a distance of 23.34 feet;

THENCE North 88°36'59" West for a distance of 4.95 feet;

THENCE North 01°23'01" East for a distance of 25.07 feet;

THENCE North 88°50'32" West for a distance of 19.77 feet;

THENCE South 01°07'24" West for a distance of 43.36 feet;

THENCE North 88°53'03" West for a distance of 134.17 feet;

THENCE South 01°04'03" West for a distance of 84.17 feet;

THENCE North 88°56'08" West for a distance of 0.96 feet;

THENCE South 01°05'10" West for a distance of 20.71 feet;

THENCE South 88°54'50" East for a distance of 32.21 feet;

THENCE South 01°07'27" West for a distance of 162.54 feet to the Southwest corner of said building perimeter;

THENCE leaving said perimeter and continuing South 01°07'27" West for a distance of 47.21 feet;

THENCE along the arc of a 117.00 foot radius non-tangent curve to the right, the long chord of which bears South 39°02'57" East for a chord distance of 84.33 feet through a central angle of 42°14'58" for an arc distance of 86.28 feet with a radial bearing of South 29°49'34" West;

THENCE South 17°55'28" East for a distance of 34.86 feet;

THENCE South 89°07'59" East for a distance of 63.71 feet;

THENCE along the arc of a 7.50 foot radius curve to the left, the long chord of which bears North 46°05'41" East for a chord distance of 10.56 feet through a central angle of 89°32'41" for an arc distance of 11.72 feet;

THENCE North 01°19'20" East for a distance of 130.26 feet;

THENCE along the arc of a 15.00 foot radius curve to the right, the long chord of which bears North 23°31'56" East for a chord distance of 11.34 feet through a central angle of 44°25'12" for an arc distance of 11.63 feet;

THENCE North 45°44'32" East for a distance of 41.45 feet;

TAX ACCOUNT # 166216-001, 166216-002,
166216-003 & 166216-000

EXHIBIT "A"

THENCE along the arc of a 20.00 foot radius curve to the right, the long chord of which bears North 54°25'05" East for a chord distance of 6.03 feet through a central angle of 17°21'07" for an arc distance of 6.06 feet;

THENCE North 63°05'39" East for a distance of 4.56 feet;

THENCE North 01°16'34" East for a distance of 11.81 feet to the South face of a covered walkway;

THENCE North 88°43'26" West along said South face for a distance of 30.57 feet to said East perimeter of an existing building;

THENCE North 01°10'44" East along said East perimeter for a distance of 32.50 feet to the True Point of Beginning.

TAX ACCOUNT # 037916-285

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 727.42 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line, said line being 30.00 feet West of the centerline of N.E. 92nd Avenue and the said East line of the Southeast quarter of Section 29, when measured perpendicular thereto, for a distance of 199.11 feet;

Thence along the arc of 35.00 foot radius curve to the right, the long chord of which bears South $54^{\circ}54'18''$ West, for a chord distance of 56.30 feet, through a central angle of $107^{\circ}04'11''$, for an arc distance of 65.41 feet;

Thence North $71^{\circ}33'36''$ West, along the Northerly Right-of-Way Line of Mill Plain Boulevard, for a distance of 616.22 feet to the West line of Lot 16 of "NORELIUS ORCHARD TRACTS", according to the plat thereof recorded in Book "C" of Plats at Page 79, records of Clark County, Washington;

Thence North $01^{\circ}24'03''$ East, along said East line, for a distance of 325.35 feet to the Northwest corner of said Lot 16;

TAX ACCOUNT # 037916-285

EXHIBIT "A"

Thence South $88^{\circ}50'23''$ East, along the North line of said Lot 16, for a distance of 167.62 feet to the West perimeter of an existing building;

Thence South $01^{\circ}07'27''$ West, along said West perimeter and the South extension thereof, for a distance of 66.13 feet;

Thence along the arc of a 117.00 foot radius non-tangent curve to the right, the long chord of which bears South $39^{\circ}02'57''$ East, for a chord distance of 84.33 feet, through a central angle of $42^{\circ}14'58''$ for an arc distance of 86.28 feet, with a radial bearing of South $29^{\circ}49'34''$ West;

Thence South $17^{\circ}55'28''$ East, for a distance of 34.86 feet;

Thence South $89^{\circ}07'59''$ East, for a distance of 63.71 feet;

Thence along the arc of a 7.50 foot radius curve to the left, the long chord of which bears North $46^{\circ}05'41''$ East, for a chord distance of 10.56 feet, through a central angle of $89^{\circ}32'41''$ for an arc distance of 11.72 feet;

Thence North $01^{\circ}19'20''$ East, for a distance of 130.26 feet;

Thence along the arc of a 15.00 foot radius curve to the right, the long chord of which bears North $23^{\circ}31'56''$ East, for a chord distance of 11.34 feet, through a central angle of $44^{\circ}25'12''$, for an arc distance of 11.63 feet;

Thence North $45^{\circ}44'32''$ East, for a distance of 41.45 feet;

Thence along the arc of a 20.00 foot radius curve to the right, the long chord of which bears North $54^{\circ}25'05''$ East, for a chord distance of 6.03 feet, through a central angle of $17^{\circ}21'07''$, for an arc distance of 6.06 feet;

Thence North $63^{\circ}05'39''$ East, for a distance of 4.56 feet;

Thence North $01^{\circ}16'34''$ East, for a distance of 11.86 feet to the South face of a covered walkway;

Thence South $88^{\circ}50'36''$ East, along said South face, for a distance of 8.98 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 169.70 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 16.40 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 137.96 feet;

Thence South $88^{\circ}43'26''$ East, for a distance of 290.65 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 037916-288

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 727.42 feet;

Thence North $88^{\circ}43'26''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}43'26''$ West, for a distance of 290.65 feet;

Thence North $00^{\circ}40'41''$ East, for a distance of 137.96 feet;

Thence South $88^{\circ}43'26''$ East, for a distance of 16.40 feet;

Thence South $00^{\circ}40'41''$ West, for a distance of 5.35 feet;

Thence South $88^{\circ}35'27''$ East, along the West extension, the centerline, and the East extension of a construction joint between two joined parking structures, for a distance of 275.85 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West Right-of-Way Line, for a distance of 131.97 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 037916-341

EXHIBIT "A"

A tract of land, a portion of which is in the John Maney Donation Land Claim and the William Ryan Donation Land Claim, located in the Southwest quarter of the Northeast quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Northeast corner of said Section 26;

Thence South $01^{\circ}31'26''$ West, along the East line of said Section, for a distance of 2496.95 feet to the Easterly extension of the North Right-of-Way line of Mill Plain Boulevard;

Thence North $88^{\circ}07'35''$ West, along said North Right-of-Way line and its Easterly extension, for a distance of 1979.45 feet to the Southwest corner of Lot 16 of "Portland View", according to the plat thereof recorded in Book "B" of plats at Page 3, records of Clark County, Washington, said corner being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}07'35''$ West, along said North Right-of-Way line, for a distance of 298.59 feet;

Thence North $01^{\circ}31'26''$ East, parallel with the East line of said Section, for a distance of 263.61 feet;

Thence South $88^{\circ}07'35''$ East, for a distance of 298.56 feet to the West line of said "Portland View" Subdivision;

Thence South $01^{\circ}31'05''$ West, along said West line, for a distance of 263.61 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 166210-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, along the East line of said Section 29, for a distance of 1044.78 feet to the East extension of the North face of an existing parking structure;

Thence North $88^{\circ}50'38''$ West, along said East extension, and the North face thereof, for a distance of 216.12 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}50'38''$ West, along said North face, for a distance of 131.43 feet to the East perimeter of an existing building;

Thence the following courses and distances along said perimeter of an existing building:

Thence North $01^{\circ}10'44''$ East, for a distance of 23.43 feet;

Thence North $88^{\circ}43'15''$ West, for a distance of 27.63 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 68.65 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 12.13 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 8.49 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 1.12 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 25.69 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 13.26 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 26.31 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 5.04 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 23.27 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 5.04 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 26.34 feet;

Thence South $88^{\circ}36'59''$ East, for a distance of 4.95 feet;

Thence North $01^{\circ}23'01''$ East, for a distance of 23.34 feet;

Thence North $88^{\circ}36'59''$ West, for a distance of 4.95 feet;

TAX ACCOUNT # 166210-000

EXHIBIT "A"

Thence North 01°23'01" East, for a distance of 25.07 feet;

Thence North 88°50'32" West, for a distance of 19.77 feet;

Thence leaving said perimeter, North 01°07'24" East, a common line between two existing buildings and the North extension thereof, for a distance of 277.57 feet;

Thence South 88°52'32" East, for a distance of 116.01 feet;

Thence South 01°07'24" West, for a distance of 372.67 feet;

Thence South 50°56'59" East, for a distance of 78.31 feet;

Thence South 01°07'24" West, for a distance of 107.51 feet to the TRUE POINT OF BEGINNING.

TAX ACCOUNT # 166212-000

EXHIBIT "A"

A parcel of land in a portion of the Southeast quarter of Section 29, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Section 29;

Thence North $01^{\circ}22'12''$ East, for a distance of 1157.24 feet;

Thence North $88^{\circ}37'48''$ West, for a distance of 30.00 feet to the West Right-of-Way Line of N.E. 92nd Avenue, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $88^{\circ}37'48''$ West, for a distance of 169.30 feet;

Thence North $01^{\circ}22'12''$ East, for a distance of 263.28 feet;

Thence South $88^{\circ}37'48''$ East, for a distance of 169.30 feet to said West Right-of-Way Line;

Thence South $01^{\circ}22'12''$ West, along said West-Right-of-Way Line, for a distance of 263.28 feet to the TRUE POINT OF BEGINNING;

TAX ACCOUNT # 166211-001 & 166211-000

EXHIBIT "A"

A PARCEL OF LAND IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE W.M., CLARK COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29;
THENCE NORTH $01^{\circ} 22' 12''$ EAST, FOR A DISTANCE OF 1656.77 FEET;
THENCE NORTH $88^{\circ} 53' 22''$ WEST ALONG THE SOUTH LINE OF "GLENNHAVEN-2",
ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK F OF PLATS AT PAGE 167,
RECORDS OF CLARK COUNTY, WASHINGTON, AND THE EAST EXTENSION THEREOF,
FOR A DISTANCE OF 256.17 FEET;
THENCE SOUTH $01^{\circ} 06' 48''$ WEST, FOR A DISTANCE OF 77.02 FEET TO THE TRUE POINT
OF BEGINNING;
THENCE SOUTH $88^{\circ} 48' 26''$ EAST, FOR A DISTANCE OF 34.21 FEET;
THENCE NORTH $01^{\circ} 14' 14''$ EAST, FOR A DISTANCE OF 4.89 FEET;
THENCE SOUTH $88^{\circ} 45' 46''$ EAST, FOR A DISTANCE OF 8.67 FEET;
THENCE NORTH $01^{\circ} 06' 48''$ EAST, FOR A DISTANCE OF 7.46 FEET;
THENCE SOUTH $88^{\circ} 54' 55''$ EAST, FOR A DISTANCE OF 39.32 FEET;
THENCE SOUTH $01^{\circ} 00' 42''$ WEST, FOR A DISTANCE OF 12.33 FEET;
THENCE SOUTH $89^{\circ} 04' 39''$ EAST, FOR A DISTANCE OF 52.79 FEET;
THENCE SOUTH $39^{\circ} 45' 04''$ EAST, FOR A DISTANCE OF 2.74 FEET;
THENCE SOUTH $00^{\circ} 57' 47''$ WEST, FOR A DISTANCE OF 122.10 FEET;
THENCE NORTH $88^{\circ} 44' 22''$ WEST, FOR A DISTANCE OF 56.12 FEET;
THENCE NORTH $44^{\circ} 56' 09''$ WEST, FOR A DISTANCE OF 5.05 FEET;
THENCE NORTH $88^{\circ} 32' 26''$ WEST, FOR A DISTANCE OF 77.39 FEET;
THENCE NORTH $01^{\circ} 06' 48''$ EAST, FOR A DISTANCE OF 119.90 FEET TO THE TRUE POINT
OF BEGINNING.



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EXHIBIT B

Properties to be Acquired

Parcel #	Address	Ownership	Comp Plan	Zoning	Square Ft.	Acres
37916205	403 NE 92ND AVE, VANCOUVER, 98664	Ronald and Virginia Oliver	PF	OCI	7,676	0.18
37916223	216 NE 93RD AVE, VANCOUVER, 98664	Nancy A. Bruley	PF	OCI	8,175	0.19
37916221	210 NE 93RD AVE, VANCOUVER, 98664	Mary Bergeron	PF	OCI	7,521	0.17
37916277	320 NE 94TH AVE, VANCOUVER, 98664	Zoe M. Carlile	PF	OCI	7,929	0.18
111011006	716 NE 92ND AVE, VANCOUVER, 98664	Mary Brosius	PF	OCI	7,934	0.18
111011076	610 NE 90TH AVE, VANCOUVER, 98664	Beverlee Miller, Trustee	PF	OCI	9,363	0.21
Total					48,598	1.11

EXHIBIT B-1

EXHIBIT B

PROPERTY ID# 37916277

320 NE 94TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 19, BLOCK 2, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

B-2

EXHIBIT B

PROPERTY ID# 37916205

403 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X _____
Seller Date

X _____
Purchaser Date

X _____
Seller Date

X _____
Purchaser Date

B-3

EXHIBIT B

PROPERTY ID# 37916221

210 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 11, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

X

Seller Date

X

Purchaser Date

X

Seller Date

X

Purchaser Date

EXHIBIT B

PROPERTY ID# 37916223

216 NE 93RD AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 12, BLOCK 1, FIRCREST, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE 106,
RECORDS OF CLARK COUNTY, WASHINGTON.

<u>X</u>	_____	<u>X</u>	_____
Seller	Date	Purchaser	Date
<u>X</u>	_____	<u>X</u>	_____
Seller	Date	Purchaser	Date

EXHIBIT B

PROPERTY ID# 111011006

716 NE 92ND AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 3, BLOCK 1 OF GLENNHAVEN, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT PAGE
156, RECORDS OF CLARK COUNTY, WASHINGTON.

<u>X</u>	_____	<u>X</u>	_____
Seller	Date	Purchaser	Date
<u>X</u>	_____	<u>X</u>	_____
Seller	Date	Purchaser	Date

B-0

EXHIBIT B

PROPERTY ID# 111011076

610 NE 90TH AVE
VANCOUVER, WA 98664

EXHIBIT "A"

LOT 8 IN BLOCK 4 OF GLENNHAVEN-2, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME "F" OF PLATS, AT
PAGE 167, RECORDS OF CLARK COUNTY, WASHINGTON.

<u>X</u>	_____	<u>X</u>	_____
Seller	Date	Purchaser	Date
<u>X</u>	_____	<u>X</u>	_____
Seller	Date	Purchaser	Date

B-7

2/27/2023

RESOLUTION NO. M-

A RESOLUTION relating to approval of an amendment to the development agreement pursuant to RCW Chapter 36.70B between the City of Vancouver and PeaceHealth Southwest Medical Center (PeaceHealth) and authorizing the City Manager or their designee to execute the amendment to the development agreement.

WHEREAS, as described in Amended Staff Report and Decision PRJ-167480/LUP-43504, dated March 22, 2022, it is in the mutual interest of the City and the PeaceHealth to enter into an amendment to the agreement respecting the development of the property described in the attached Second Amendment to the Development Agreement, and

WHEREAS, the original Development Agreement between the City and PeaceHealth went into effect October 10, 2016, and was later amended on June 15, 2020 (First Amendment to and Reinstatement of), and

WHEREAS, the City and PeaceHealth seek to amend the October 10, 2016, Development Agreement for the second time, the Second Amendment to and Restatement, and

WHEREAS, the City of Vancouver (City) is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, this Agreement relates to future development of the property for healthcare and related accessory purposes; and provides mutual benefit to the City and PeaceHealth, and

RESOLUTION - 1

WHEREAS, a public hearing was duly noticed and held by the City Council on Monday February 27, 2023, regarding the approval of the attached Second Amendment to the Development Agreement.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City Council, in accordance with RCW 36.70B.200, hereby authorizes the City Manager or his designee to execute on behalf of the City the amendment to the development agreement set forth in the attached Exhibit “A”.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION - 2

PeaceHealth SW Medical Center Development Agreement Amendment

Council Resolution
February 27, 2023

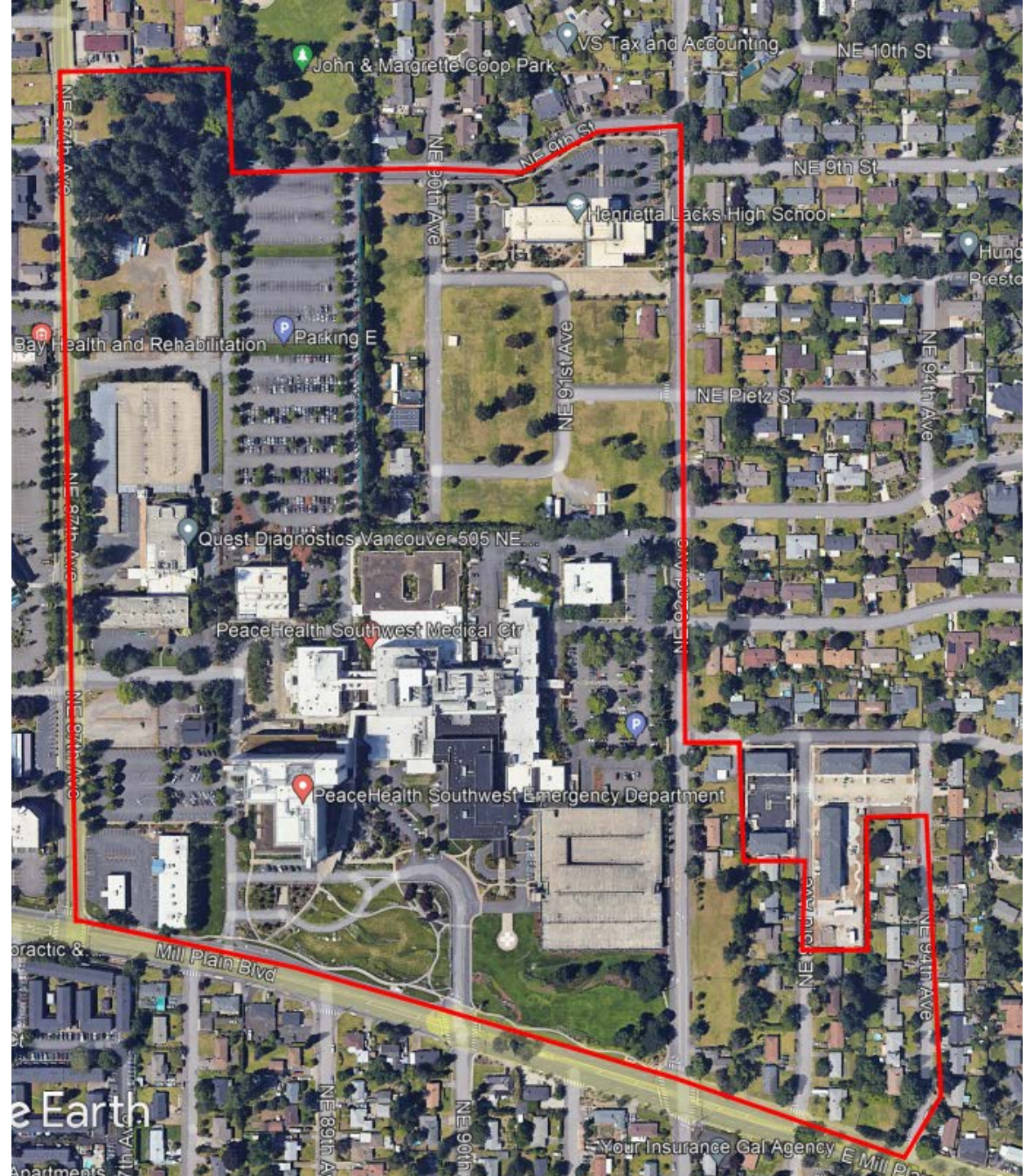
Keith Jones, Senior Planner
Ryan Lopossa, Transportation Manager



Land Use History

- 1972 – Hospital Constructed
- 2001 – Master Plan Approval (Public Facilities Master Plan)
- 2015/2016 – Updated Public Facilities Master Plan & Development Agreement
- 2020 – 1st Amendment to the Development Agreement – Mercy Housing Rezone

SW Medical Ctr DA Amendment — 1

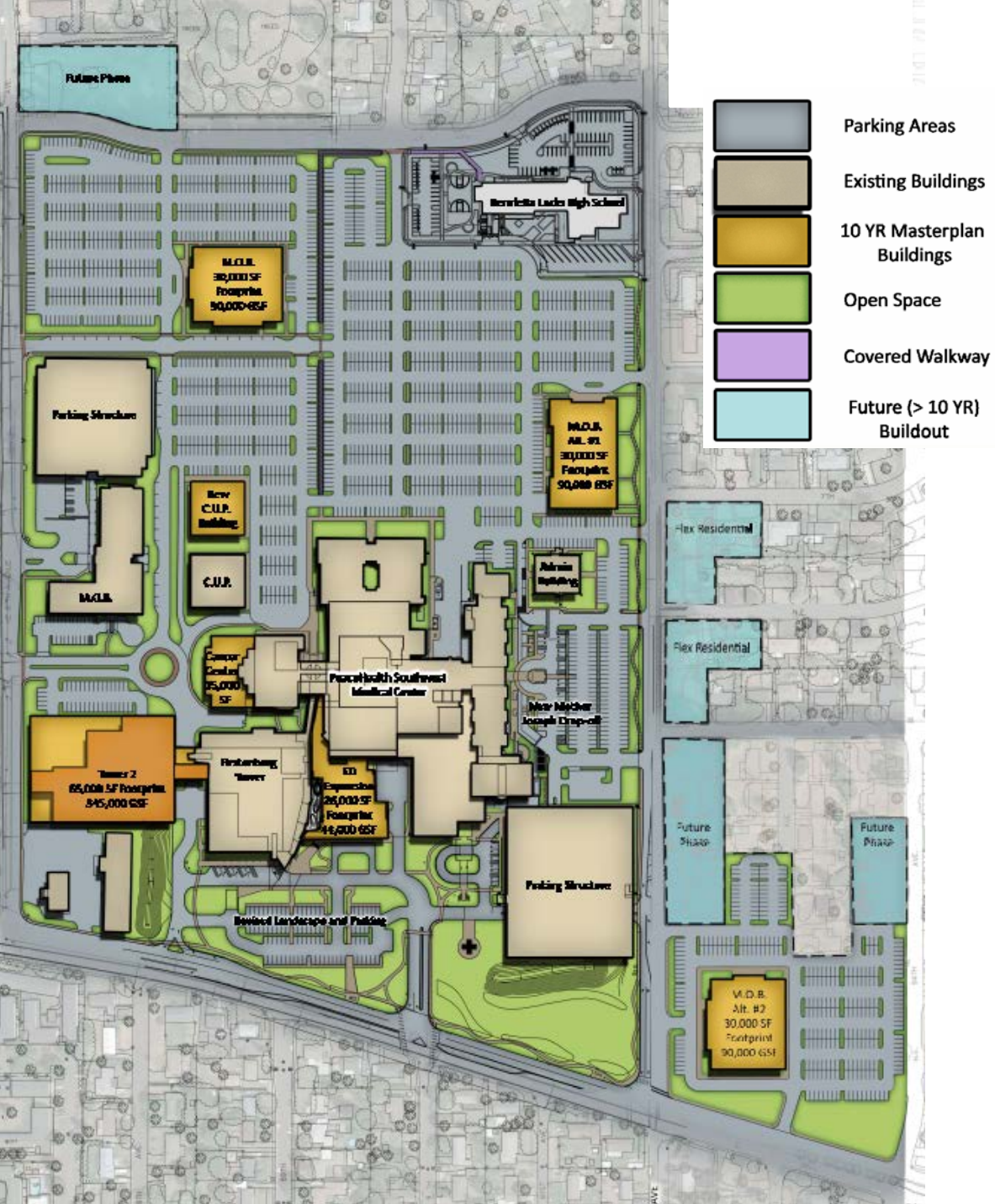


Current Master Plan

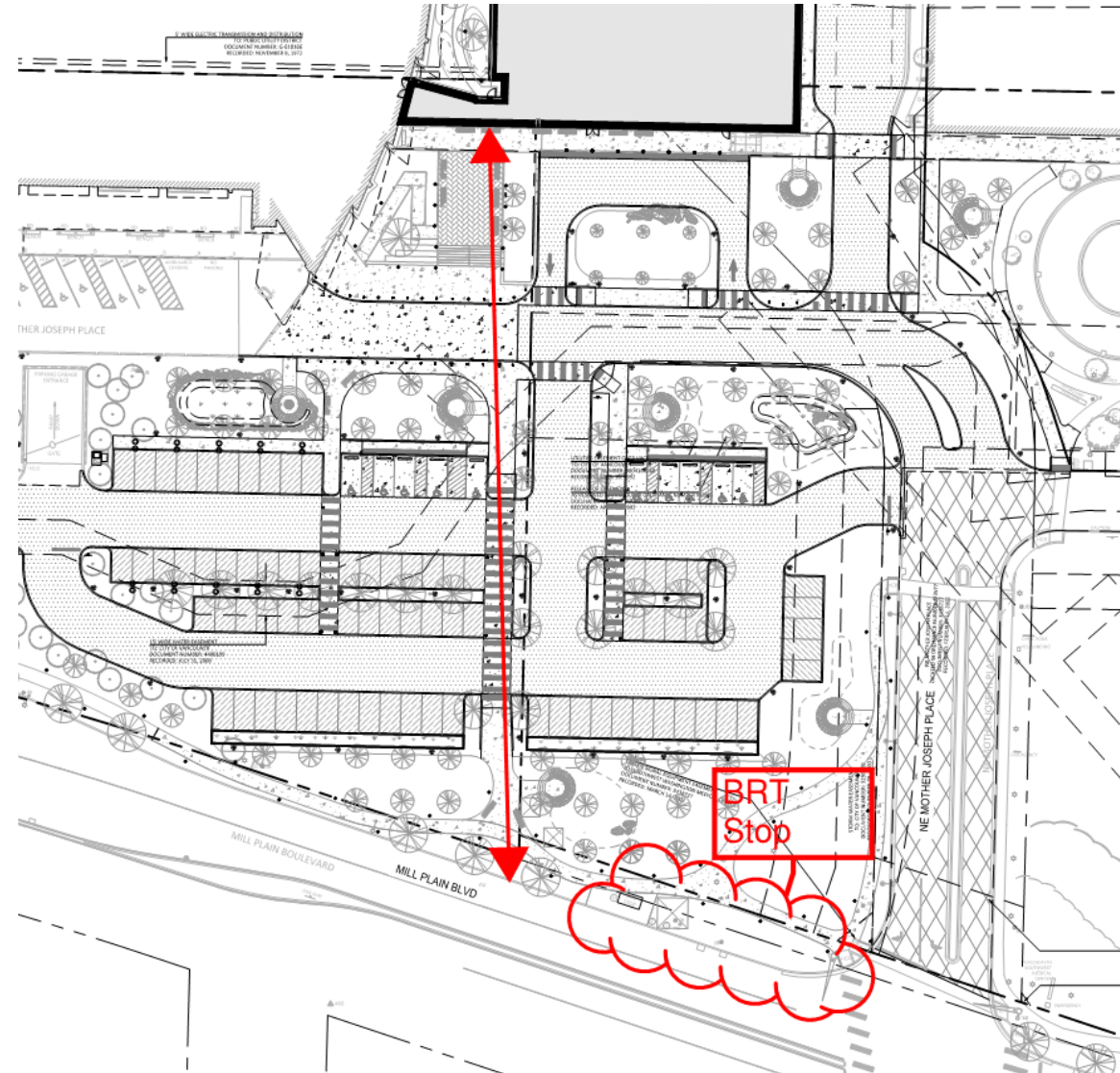
2022 Master Plan Amendment



SW Medical Ctr DA Amendment — 2



Emergency Parking and Pedestrian Access



SW Medical Ctr DA Amendment — 3

2022 Master Plan Amendment

Applicant DA Amendment Request

1. Extend 10-year term –Vest 335 weekday PM peak hour trips to run 10 years from the execution of this proposed 2nd amendment.
2. Update Traffic Mitigation - Incorporate the transportation mitigation measures identified under the most recent 2022 master plan amendment approval

Updated Traffic Mitigation

Applicant DA Amendment Request

1. Align the access on NE 87th Avenue, currently slightly offset, with NE 5th Street, signalize and provide a westbound left-turn lane and a shared thru/right westbound lane.
2. Eliminate left-turn exits at the south parking garage access on NE 87th Avenue.
3. Remove the requirement to construct a northbound right-turn lane at the intersection of NE 86th Avenue and NE Burton Road.

Thank You

Questions?





Staff Report: 032-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Larson Annexation

Key Points

- Single owner annexation request.
- Single family home on 1.16 acre site, located at 5213 NE 95th Street.

Strategic Plan Alignment

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

Present Situation

City staff has received a notice of intent to annex from a singular property owner. The subject site is located at the very north peak of the city limits at 5213 NE 95th Street, east of Saint Johns Road. The site is 1.16 acres in size and contains a single-family home. Surrounding uses include single family residential to the north, west, and east and an industrial warehouse to the south. The applicant intends to develop the property in the future with a residential subdivision development.

The proposed annexation will use the “direct petition” annexation method under RCW 35.13.125.

This annexation process requires two meetings with City Council. The first is a meeting at which council votes on a Resolution to allow the annexation process to proceed. The second meeting would be a vote on an adopting ordinance. The initial annexation resolution is required to specify three specific criteria for Council to consider:

1. The physical boundary of the annexation area.
2. The proposed Comprehensive Plan and zoning designations for the annexed area.
3. Whether to require the applicant to assume any City indebtedness.

Annexation Boundary

The boundary of the annexation area is shown graphically on Exhibit B and specifically delineated

the in the legal description, Exhibit A, attached to the Notice of Intent to Annex. The City is not proposing to annex any of the right of way along 95th Street. Doing so would create uneven pattern of development standards and maintenance consistency under multiple jurisdictions. The option of expanding the annexation area by bringing additional properties into the annexation through the 60% petition method was deemed not viable as there are no abutting properties with existing utility covenants.

The current service providers for the annexation boundary area include:

- Fire District 5 (currently serviced by Vancouver Fire Department)
- Clark Public Utilities water district (will remain) Clark Regional sewer district (will remain)
- Park District B (will change to Vancouver Parks)
- Clark County Sherriff's Office (will change to Vancouver Police Department)
- Development review/ permits (will change to City of Vancouver)

Comprehensive Plan and zoning designation

The current Clark County Comprehensive Plan designation for the site is Urban Low residential (UL) and the current Clark County zoning designation is single family residential R1-6. The applicant's intent is to annex into the City with the most similar City Comprehensive Plan designation of Urban Lower density residential (UL) and a single-family residential R-9 zoning designation.

Assumption of indebtedness

The annexation statutes authorize city councils to require property in an area being annexed to assume a pro rata share of the city's outstanding indebtedness that had been approved by the voters, incurred prior to the date of annexation. In this case the City Finance Director confirmed that there is not any City indebtedness to pass on to the annexation applicant.

If this resolution passes, the next steps in the process are to have the Clark County Assessor Certify the annexation petition before returning to City Council for a vote on an adopting ordinance.

Advantage(s)

- Supports owner annexation request.
- Ensures UGA land is developed under City of Vancouver standards.

Disadvantage(s)

None; based on the size of the annexation area.

Budget Impact

Minimal, based on the size of the annexation area.

Prior Council Review

None

Action Requested

On Monday February 27, 2023, approve the resolution allowing the annexation process to proceed.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

ATTACHMENTS:

- ▣ Larson Annexation Resolution
- ▣ Larson Annexation Presentation

2/27/2023

RESOLUTION NO. _____

A RESOLUTION relating to support of an annexation request (Exhibit “E”) using the 60% direct petition method pursuant to RCW 35.13.130; establishing the geographic extent, determining the comprehensive plan and land use designations, and determining whether the property owners will assume all or any portion of existing City indebtedness for the proposed annexation area.

WHEREAS, pursuant to RCW 35.13.005, no city located in a county in which urban growth areas have been designated under RCW 36.70A.110 may annex territory beyond an urban growth area; and,

WHEREAS, pursuant to RCW 36.70A, the City of Vancouver has an urban growth area designated under the Growth Management Act; and,

WHEREAS, the proposed annexation area, located at 5213 NE 95th Street (Tax ID 105900000), is within Vancouver’s urban growth boundary and is contiguous to the City of Vancouver along the northern border near the NE 95th Street and NE Saint Johns Road; and

WHEREAS, pursuant to RCW 35.13.125, the owners of real property notified the City of their intent to commence annexation proceedings through submittal of initiation petitions equaling ten percent (10%) or more of the assessed valuation of the proposed annexation area; and

WHEREAS, pursuant to RCW 35.13.125, the Vancouver City Council scheduled and advertised a public meeting with the interested parties to decide whether to accept, reject or geographically modify the proposed annexation area; whether to require simultaneous adoption of comprehensive plan and land use zoning designations as provided for in VMC 20.230.030;

RESOLUTION - 1

and whether to require assumption of all or any portion of the existing city indebtedness by the area to be annexed; and

WHEREAS, the 1.16-acre site proposed for annexation is currently within the City of Vancouver urban growth area and adjacent to the City limits as shown in Exhibit “B”; and

WHEREAS, the Applicant is not seeking to change the Comprehensive Plan designation or zoning designations for the site; and

WHEREAS, the site is currently designated as Urban Low Density Residential (UL) in the Clark County Comprehensive Plan and R1-6 for zoning; and

WHEREAS, the proposed annexation site would convert to the City of Vancouver corresponding UL (Urban Lower Density) comprehensive plan designation, and R-9 zoning designation, as depicted in exhibits “C” and “D,” respectively; and

WHEREAS, there is no existing indebtedness for the annexation area.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Pursuant to Ch. 35.13 RCW, and as discussed in the associated Staff Report, the proposed annexation area is 1.16 acres of unincorporated land located within Vancouver’s urban growth boundary and is contiguous to the City of Vancouver along the northern border near NE 95th Street and NE Saint Johns Road.

The legal description of the proposed annexation area is set forth in Exhibit “A”, attached hereto and incorporated herein. A map of the proposed annexation area is set forth in Exhibit “B”, attached hereto and incorporated herein.

RESOLUTION - 2

Section 2. City Council hereby supports the proposed annexation.

Section 3. Under VMC 20.230.030, a land use plan will be adopted, to become effective in the event the subject area is annexed by the City.

Section 4. Currently there is no City indebtedness for the annexation area to assume therefore assumption of existing debt is not required.

Section 5. This resolution shall become effective immediately upon adoption, and as provided in RCW 35.13.125, is not subject to appeal.

Signed this _____ day of February, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3

Proposed Larson Property Annexation

February 27, 2023
Vancouver City Council



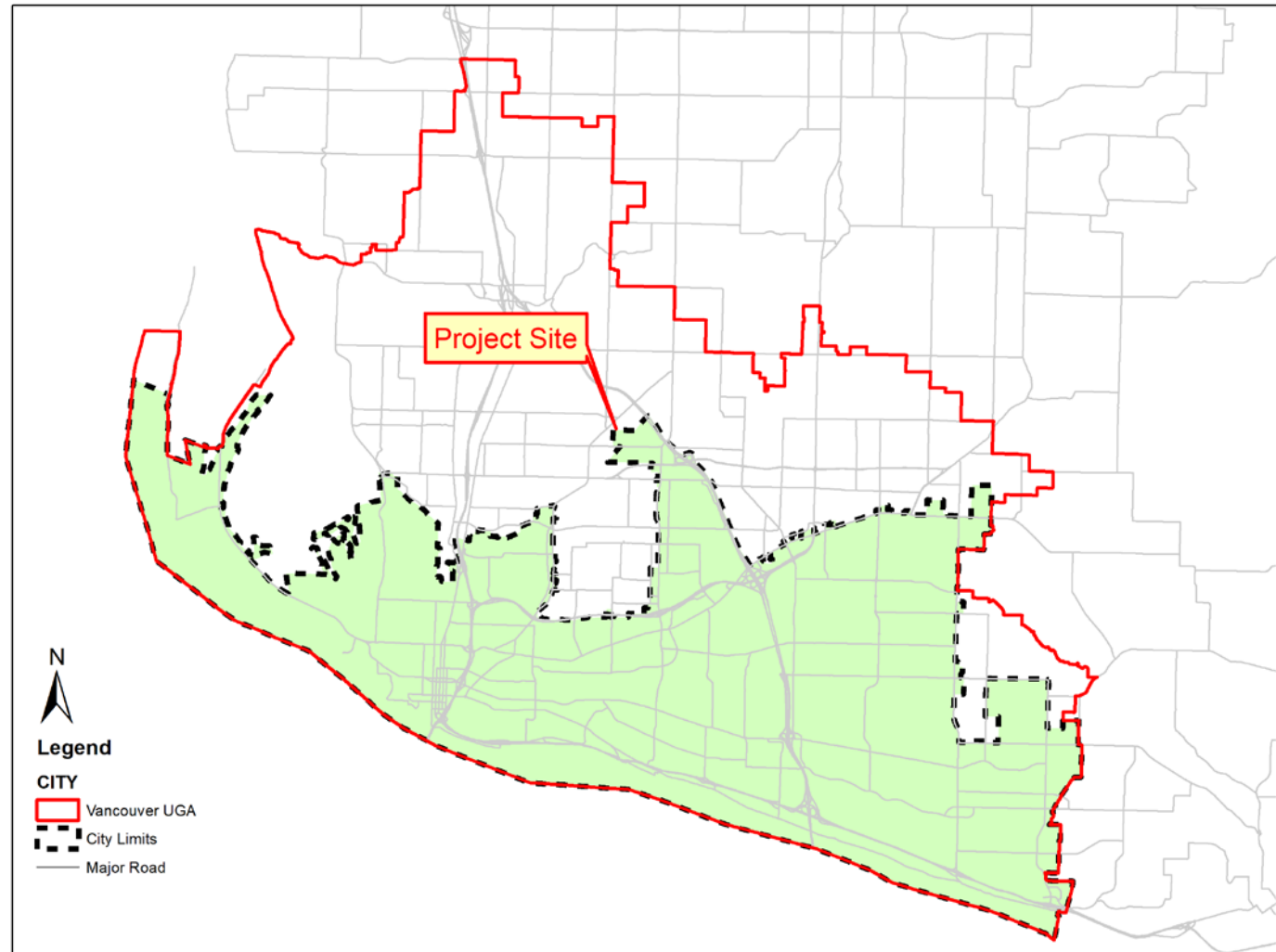
Rebecca Kennedy-
Deputy Community
Development Director

Bryan Monroe-
Associate Planner
Community Development
360-487-7958
bryan.monroe@cityofvancouver.us
www.cityofvancouver.us/cdd/page/annexation

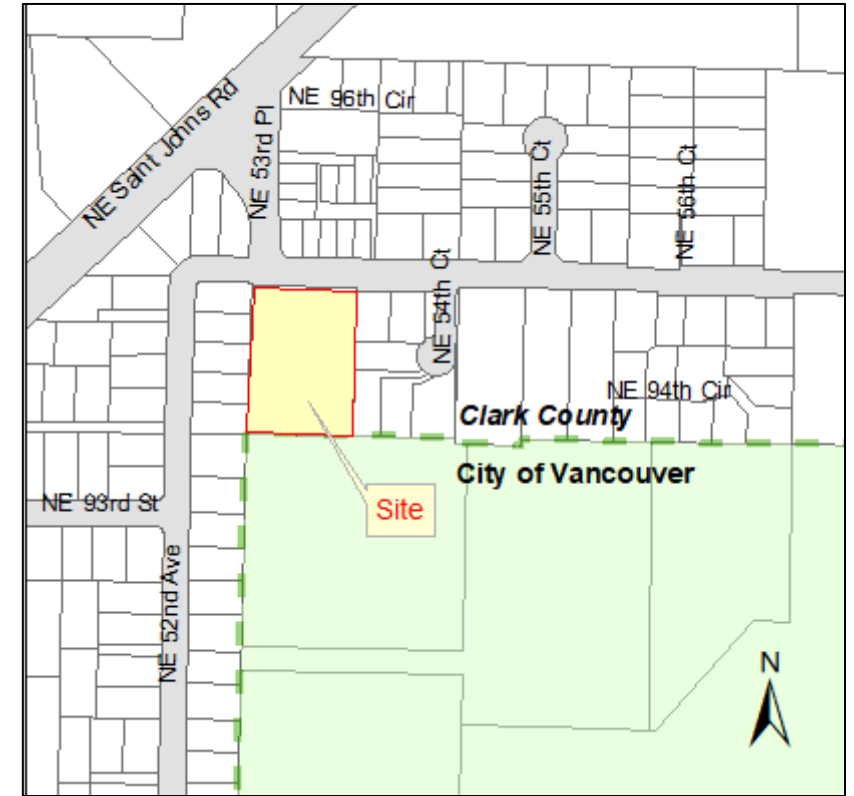
Presentation Overview

- Location / Site Characteristics
- Resolution Criteria
 - Boundary
 - Comprehensive Plan / Zoning
 - Indebtedness
- Next Steps

UGA Location



Vicinity Location



Resolution Criteria

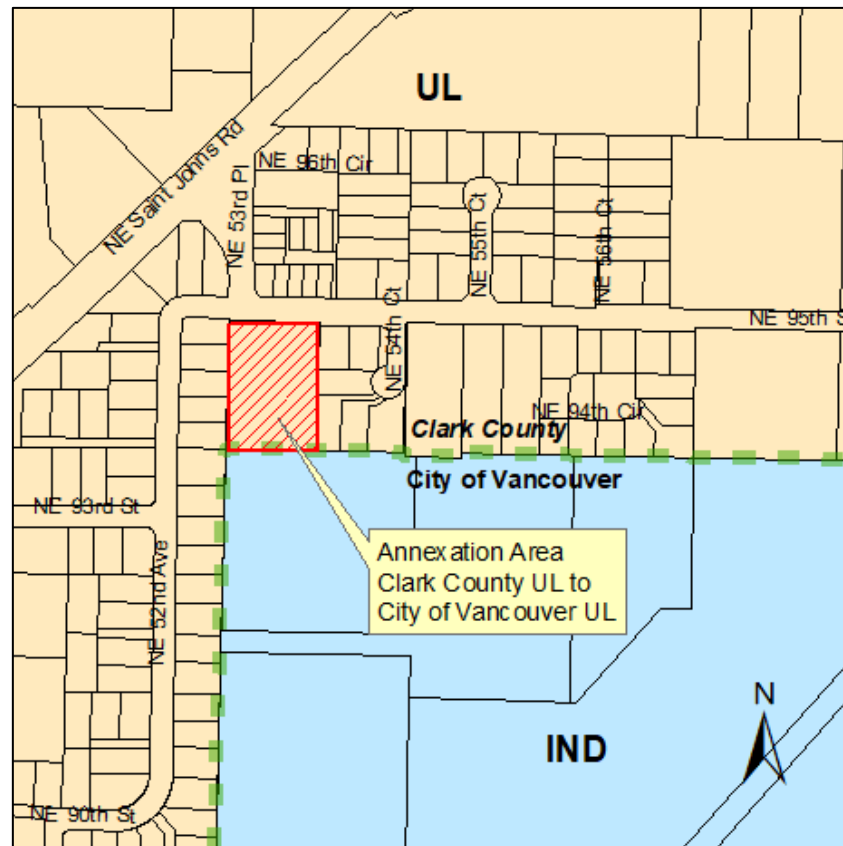
- Determine Geographic Area
- Determine Initial Comprehensive Plan and Zoning Designations
- Determine Assumption of Indebtedness for Annexed Area

Geographic Area

- 5213 NE 95th Street
- 1.16 Acres



Comprehensive Plan and Zoning Designation



Comp Plan:
UL to UL



Zoning:
R1-6 to R-9

Assumption of Indebtedness

- There is no pre-existing debt to pass on to the annexing property

Next Steps

- Provide signed petition to County Auditor's Office
- Present final ordinance for Council adoption
- Notice of annexation sent to service providers
- Submit census documents to Washington State Office of Financial Management for final approval.

Thank You

To learn more, visit www.cityofvancouver.us/cdd/page/annexation





Staff Report: 033-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT HOME-ARP Allocation Plan

Key Points

- Congress appropriated \$5 billion in American Rescue Plan (ARP) funds to be administered through the HOME Investment Partnerships Program to benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.
- In September 2021, the City of Vancouver received notification of its \$2,496,110 HOME-ARP award to be administered through the HOME program.
- This award can support activities including: (1) development and support of affordable housing, (2) tenant-based rental assistance, (3) supportive services; and (4) acquisition and development of non-congregate shelter.
- In order to use these funds, HUD requires the City to develop and adopt an allocation plan for HOME-ARP activities in response to community needs. This plan includes consultation with community partners, a needs assessment, and findings that will inform HOME-ARP activities.
- In October 2021, the City of Vancouver developed an online survey and requested feedback from the community and service providers. Over 300 stakeholders were invited to comment on the development and content of the plan. Respondents identified housing and services for people experiencing homelessness as a top priority.
- According to the 2022 Point in Time Count, the number of people in emergency shelters increased 83% and the number of unsheltered people increased 21% from 2020.
- To address these identified needs, Vancouver seeks to utilize HOME-ARP funds to deliver supportive services for people experiencing homelessness. These services will be targeted toward people living in Safe Stay sites and will be available to all qualifying populations.
- In February 2023, the draft HOME-ARP plan was available for a 30-day public review and comment period. The plan is published on the City's website and advertised to the public through a press release and social media.
- The Housing Department included HOME-ARP funding with its current application process that opened October 3, 2022, for organizations that are interested in delivering homeless supportive services. This application also includes the City's annual CDBG and HOME funding opportunities.
- City Council approval is requested on the HOME-ARP Allocation Plan, detailing the planned

use of the \$2,496,110 of HOME-ARP funding, prior to awarding funds to subrecipients.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents

Present Situation

Housing Program staff is seeking City Council to adopt a resolution approving the **2023 City of Vancouver HOME-ARP Allocation Plan**. The City received \$2,496,110 to be administered through the HOME Investment Partnerships Program through the American Rescue Plan (ARP). This funding supports activities that benefit people experiencing low-income and homelessness or other vulnerable residents, including: (1) development and support of affordable housing, (2) tenant-based rental assistance, (3) supportive services; and (4) acquisition and development of non-congregate shelter.

In order to use these funds, HUD requires the City to develop and adopt an allocation plan for HOME-ARP activities in response to community needs. In September 2021, Housing Program staff developed an online survey and requested feedback from over 300 stakeholders, including community members and service providers. Consulted organizations include a variety of homeless and social service providers in Vancouver, as well as housing developers, Veteran organizations, Neighborhood Associations, as well as fair housing and civil rights organizations, and agencies serving people experiencing domestic violence or low-income.

A total of 64% of survey respondents identified people experiencing or at risk of experiencing homelessness as qualifying populations to prioritize for HOME-ARP funds. Out of the eligible activities to serve these populations, survey respondents identified tenant-based rental assistance (25%) and supportive services (29%) as priorities. The full results of the survey are available in the 2022 City of Vancouver HOME-ARP Allocation Plan.

In addition to consulting stakeholders, the plan includes a needs assessment and gap analysis using Census data, 2022 Clark County Point in Time Count data, and other local housing data. According to 2022 Point in Time Count data, the number of people in emergency shelters increased 83% and the number of unsheltered people increased 21% from 2020. Approximately half of all renters in Vancouver are considered cost-burdened (spend 30% or more of their income on housing) (2020 ACS 5-Year Estimates). Additionally, Council for the Homeless indicates that 6,787 households sought assistance with housing through the Housing Hotline in 2021, compared to 3,323 in 2020.

To address these identified needs, Vancouver seeks to utilize HOME-ARP funds to deliver supportive services, including rental assistance for people experiencing homelessness. Services will be targeted to people living in Safe Stay sites and will be available to all qualifying populations who are seeking permanent housing. Services will be provided by partner organizations through HOME-ARP contracts. By offering these services, the City aims to increase the capacity of these alternative shelters by increasing support for people who are successfully moving into housing from these shelters.

City Council is asked to review and approve the **2023 City of Vancouver HOME-ARP Allocation Plan** detailing the planned use of the \$2,496,110 of HOME-ARP funding prior to awarding funds to subrecipients. In February 2023, the draft HOME-ARP plan was available for a 30-day public review and comment period. The plan is published on the City's website and was advertised to the public through a press release and social media. The Housing Department included HOME-ARP funding with its current application process that opened October 3, 2022 for

organizations that are interested in delivering homeless supportive services. This application process also includes the City's annual CDBG and HOME funding opportunities. The deadline to submit the HOME-ARP plan to HUD is March 31, 2023. All HOME-ARP funding must be expended by September 30, 2030.

Advantage(s)

Provide funding for homeless supportive services in the City of Vancouver.

Disadvantage(s)

None

Budget Impact

This is a new grant. The budget to spend the funds in accordance with the proposed plan will be added in the Spring Supplemental appropriation. There is no local match required. The planned activities and related administrative costs will be fully funded by the \$2,496,110 in HOME-ARP funding awarded to the City by HUD.

Prior Council Review

Memo dated January 25, 2023

Action Requested

Adopt a resolution approving the 2023 City of Vancouver HOME-ARP Allocation Plan detailing the planned uses of the \$2,496,110 of HOME-ARP funding awarded to the City by HUD.

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

ATTACHMENTS:

- ▢ HOME-ARP Resolution
- ▢ HOME-ARP Allocation Plan
- ▢ HOME-ARP Presentation

February 27, 2023

RESOLUTION NO. _____

A RESOLUTION relating to homelessness assistance; providing for adoption of the HOME-ARP allocation plan and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver for the use of monies authorized by Congress through the American Rescue Plan; providing for Severability and an Effective Date.

WHEREAS, in September 2021, the City of Vancouver received notification of its \$2,496,110 HOME-ARP award, to be administered through the HOME program as a substantial amendment to the 2021 Action Plan;

WHEREAS, to access this funding the City must develop a HOME-ARP Allocation Plan as prescribed by federal guidance; and

WHEREAS, the HOME-ARP Allocation Plan describes consultations with stakeholders, a community needs assessment, and program requirements for activities supported by HOME-ARP; and

WHEREAS, the HOME-ARP Allocation Plan is consistent with federal guidelines for the HOME Investment Partnerships Program as supported by the American Rescue Plan and the City of Vancouver's objective to improve services available to underserved or vulnerable residents; and

WHEREAS, the HOME-ARP Plan provides for \$2,496,110 to support supportive services for qualifying populations experiencing homelessness with an emphasis on people exiting the City of Vancouver's Safe Stay sites; and

WHEREAS, the City will seek partner organizations to deliver these services through the City's annual CDBG, HOME, and AHF application cycle.

RESOLUTION - 1

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. **HOME-ARP Allocation Plan.**

The proposed HOME-ARP Allocation Plan, attached hereto and incorporated by reference, is now hereby approved and adopted.

Section 3. **Severability.** In any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. **Effective Date.** This Resolution shall become effective immediately after final adoption.

ADOPTED at regular session of the Council of the City of Vancouver, this 27th day of February, 2023.

Anne McEnery-Ogle, Mayor

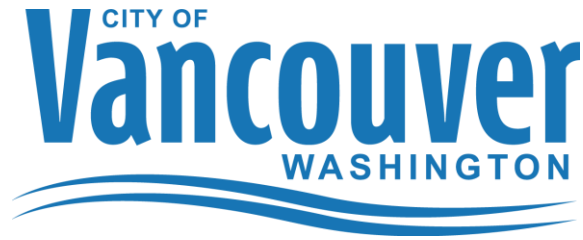
Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2



Economic Prosperity and Housing Department

DRAFT HOME-ARP Allocation Plan A substantial amendment to the 2021 Annual Action Plan

Date: February 1, 2023

Introduction

Congress appropriated \$5 billion in American Rescue Plan (ARP) funds to be administered through the HOME Investment Partnerships Program to benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. The types of activities that can be undertaken with this funding include:

- (1) development and support of affordable housing,
- (2) tenant-based rental assistance,
- (3) supportive services; and
- (4) acquisition and development of non-congregate shelter.

The City of Vancouver received notification of its **\$2,496,110** HOME-ARP award in September 2021. This funding is granted through the U.S. Department of Housing and Urban Development (HUD). HUD regulations at 24 CFR part 92, CPD Notice 21-10 Requirements for the Use of Funds in the HOME-ARP Program, and this allocation plan guide the use of this funding for Vancouver.

Consultation Process

In October 2021, the City of Vancouver developed an online survey and requested feedback from the community and service providers. The survey asked respondents to prioritize eligible activities and qualifying populations. The survey questions and results are attached as Appendix A of this plan.

Organizations consulted include a variety of homeless and social service providers in Vancouver as well as housing developers, Veteran organizations, Neighborhood Associations and By and For agencies that serve disadvantaged populations. Over 300 stakeholders were invited to comment on the development and content of the plan.

In addition, the City of Vancouver hired an intern to interview residents at the city's Safe Stay Community and their feedback was incorporated into this plan.

A draft of the HOME-ARP Allocation Plan will be emailed to stakeholders and the public for review and input. The organizations listed below are a representative summary of the agencies consulted.

Organizations consulted

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
CDM Caregiving Services	Elderly disabled services	Email outreach and online survey	
Clark County Public Health	Local government	Email outreach and online survey	
Clark County Veterans Advisory Board	Veteran service provider	In-person board meeting 5/12/22	Accepted presentation of information
Columbia River Mental Health	Mental health services	Email outreach and online survey	
Community Action Advisory Board	Clark County CSBG and homeless funding board	Virtual board meeting 5/4/22	Accepted presentation of information
Consumer Voices are Born	Mental health services	Email outreach and online survey	
Council for the Homeless	CoC Convener	Email outreach and online survey	Point in Time data and housing inventory
Fair Housing Center of Washington	Fair Housing	Email outreach	
Hispanic Metropolitan Chamber	Small business assistance	Email outreach and online survey	Included in survey results
Janus Youth	Homeless service provider for youth	Email outreach and online survey	
Lifeline Connections	Recovery and housing service provider	Email outreach and online survey	Included in survey results
Noble Foundation	BIPOC nonprofit	Email outreach and online survey	
Outsiders Inn	Homeless service provider	Email outreach and online survey	
Partners in Careers	Veteran service provider	Email outreach	
Second Step Housing	CHDO, housing provider	Email outreach and online survey	
Share	Homeless service provider	Email outreach and online survey	
Vancouver Housing Authority	Public housing authority	Email outreach	
Vancouver Neighborhood Associations	Community	Email outreach and online survey	Included in survey results
Veterans Administration	Veteran Homelessness Program	Email outreach and online survey	
Volunteer Lawyers Program	Civil Rights	Email outreach and online survey	
Xchange Recovery	Homeless and recovery services	Email outreach and online survey	
YWCA Clark County	DV shelter operator	Email outreach and online survey	

Public Participation

Following community consultation and input, Vancouver drafted this HOME-ARP plan.

The draft HOME-ARP plan was available for 30-day public review and comment and emailed to stakeholders February 1, 2023. The plan is published on the city's website, described in a press release and advertised through social media channels by the Communications team.

The City Council will review and approve the plan prior to submission to HUD. Public comment will be accepted at a Public Hearing on February 27, 2023 at 6:30 pm.

Applications for a portion of the HOME-ARP funding will be open in October and due in December 2022, along with the annual CDBG and HOME entitlement funding that the city administers. Programs recommended for HOME-ARP funding will be included in the public comment and public hearing process with the 2023 regular project applications. Council generally reviews and approves project funding in spring each year.

Efforts to broaden public participation

The online survey requested input on each of the Qualifying Populations for HOME-ARP funding and also described all of the eligible activities. The City shared this plan through social media and advertised to a broad stakeholder list, which includes a diverse array of stakeholders such as faith partners, homeless service providers, housing developers, by and for agencies, Veteran service providers, school districts, senior advocates, and neighborhood associations.

Summary of comments and recommendations received through the public participation process

A summary will be provided at the end of the public comment period. The narrative responses received through the online survey are attached to this plan.

Summary of comments or recommendations not accepted and the reasons why

All comments received will be accepted.

Needs Assessment and Gaps Analysis

While HOME-ARP funding is similar to HOME entitlement funding in some ways, one major difference is the eligibility of households that receive assistance. Regular HOME funding sets income limits for assistance based on household size and the area median income. HOME-ARP assistance does not have income qualifications but is used to assist people who belong to a “qualifying population” (QP). The QPs for HOME-ARP assistance are:

1. Homeless households, as defined by HUD. Homeless households are individuals and families who lack a fixed, regular, or adequate nighttime residence.
2. Households at risk of homelessness. At risk of Homelessness is defined as households who earn 30% of area median income (AMI) or less and lack sufficient resources or support networks to stay housed.
3. Households fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking. This includes people who reasonably believe that there is a threat of imminent harm due to dangers or life-threatening conditions that relate to violence against them that has either taken place within their primary residence or has made them afraid to return or remain in their housing.
4. Other populations include households that require services to prevent homelessness and those who are at greatest risk of housing instability. These are households who have been previously qualified as homeless and are currently housed but receiving financial assistance to stay housed or households with very low-income who are severely cost burdened or at risk of homelessness based on certain conditions defined by HUD.
5. Veterans or families with a veteran who also meet one or more of the above definitions.

This HOME-ARP plan will evaluate the size and demographic composition of these qualifying populations within Vancouver and assess their unmet needs. This plan will also assess any gaps within the city’s current shelter programs, housing inventory and homeless service delivery system.

Current data, including the 2022 point in time count and housing inventory, along with information collected by consultation is presented on the following pages to quantify the individuals and families in the QPs and their need for additional housing, shelter, or services.

Size And Demographics of Qualifying Populations (QPs) Within Vancouver

QP #1: Homeless as defined in 24 CFR 91.5: lacking a fixed, regular, adequate nighttime residence such as emergency shelter, exiting an institution or someplace not designed for people to live. Households are also considered to be homeless if they will imminently lose their housing and have no other housing or support networks. Youth under age 25 are considered homeless if they are considered homeless in another federal act or have had no housing or unstable housing in the past 60 days and can be expected to continue in such status for an extended period because of history or conditions.

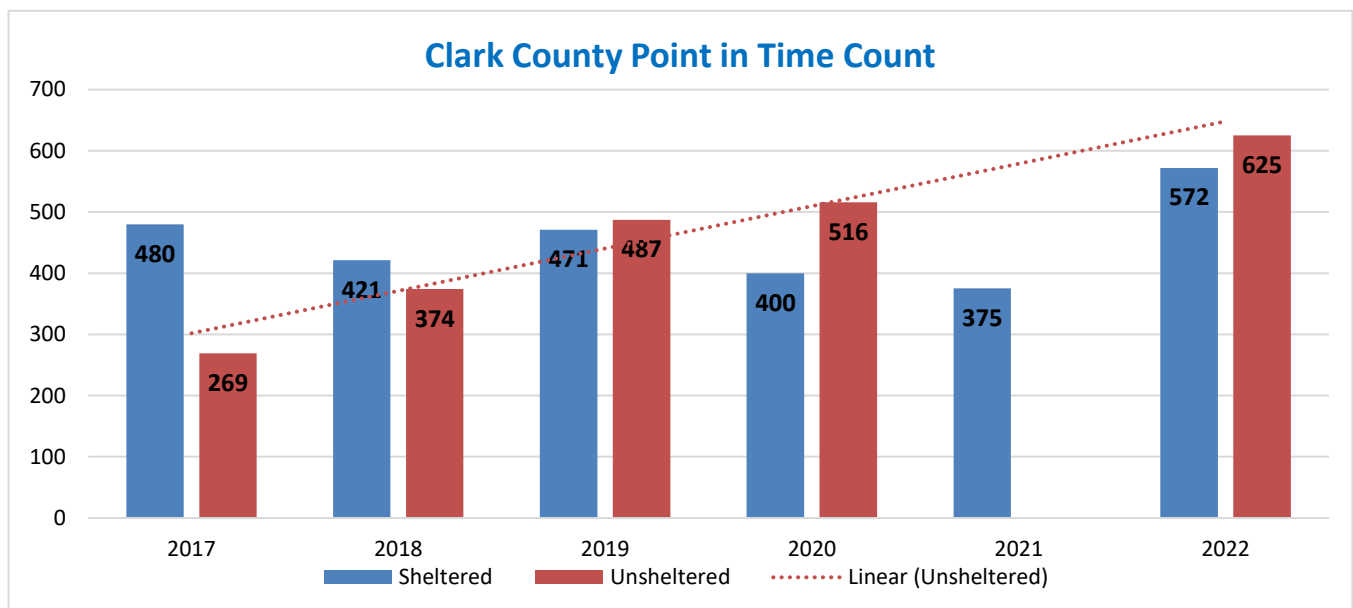
Annually, HUD requires a Point in Time count of people who are homeless from jurisdictions nationwide. The Council for the Homeless coordinates and reports the Point in Time count. This year, the count was conducted on February 24. Although the data collected by the Point in Time is county-wide, most of the unsheltered population is within Vancouver city limits because of service availability. The 2021 Point in Time was limited due to COVID; people who were unsheltered were not counted last year. **In 2022, a total of 1,197 individuals were counted in emergency shelter, transitional housing or living outside.**

Part 1: Homeless Population	Sheltered		Unsheltered	Unsheltered
	Emergency	Transitional	2022	2020
Number of Families with Children (Family Households):	36	40	46	66
Number of Households <u>without</u> Children:	225	78	392	286
Number of Households <u>without</u> Adults (nobody over 17 years old):	3	0	18	2
1. Number of Persons in Families with Children:	140	101	150	199
Number of persons (under age 18)	73	56	80	104
Number of persons (Age 18-24)	7	8	0	1
Number of persons (over Age 24)	60	37	70	94
2. Number of Single Individuals and Persons in Households <u>without</u> Children:	246	82	457	315
Number of persons (Age 18-24)	19	20	20	15
Number of persons (over Age 24)	227	62	437	300
3. Number of Persons in Households <u>without</u> Adults (nobody over 17 years old):	3	0	18	2
Total Persons (Lines 1, 2 & 3):	389	183	625	516

Part 2: Homeless Subpopulations	Sheltered		Unsheltered	Unsheltered
	Emergency	Transitional	2022	2020
a. Chronically Homeless Individuals	124	0	95	120
b. Chronically Homeless Families	1	0	0	1
c. Persons in Chronically Homeless Families	4	0	0	2
d. Veterans - Male	13	1	22	31
e. Veterans - Female	5	0	2	1
f. Veterans – Gender Non-Conforming	0	0	0	1
g. Senior citizens (aged 62 or older)	48	11	37	37

Notes:

1. People in Emergency Shelter increased 83% due to 1) substantial increase in number of shelter beds, 2) existing shelters at capacity after social distancing restrictions eased, and 3) the PIT count occurred on a Severe Weather night, so additional overflow beds were occupied
2. People in Transitional Housing increased 13% from 2021.
3. Number of Seniors aged 62 or older increased 243% due to prioritizing that population for the new Bertha's Place shelters.
4. Unsheltered people increased 21% from the 2020 count. No unsheltered count occurred in 2021.
5. Chronically Homeless Individuals decreased 21% from 2020 and Veterans decreased 27% from 2020.
6. Unsheltered Families decreased 30% from 2020.



In 2021, Council for the Homeless (CFTH) reported that 2,149 (68.2%) of people who were homeless in the Clark County Homeless Management Information System reported their last permanent residence was within the city limits of Vancouver. Most people who are homeless are from the city or reside in the city because of its larger population and its better access and variety of social services. CFTH reports that of the 6,285 people who experienced homelessness in 2021, 2,519 (40%) were people of color, 1,708 (27%) were children under 18 and 834 (13%) were seniors. The CFTH also reports that 501 people were homeless due to fleeing domestic abuse.

QP #2: At risk of Homelessness, as defined in 24 CFR 91.5: households with an annual income below 30% of median family income that do not have sufficient resources or support networks; and has moved more than 2 times in 60 days; living with someone else because of economic hardship; current housing will end in 21 days; lives in a hotel or motel not paid by charitable or government programs; lives in overcrowded housing or is exiting an institution or system of care.

HUD provides housing data for the City of Vancouver, compiled from the Census, called Comprehensive Housing Affordability Strategy (CHAS) data for use in planning. **The most recent numbers are from 2015-2019 and show a total of 9,990 households living in Vancouver who earn less than 30% of area median income.** This is a combination of renters (7,220) and homeowners (2,770). Of these households, 7,895 are cost burdened (paying more than 30% of their income toward housing costs) and 6,655 are severely cost burdened (paying more than 50% of their income toward housing costs). For renters, housing cost is gross rent (contract rent plus utilities), and for owners the housing cost includes mortgage payment; utilities; association fees; insurance; and real estate taxes.

Although it is unknown whether these households have access to sufficient support networks or have moved frequently, high housing cost and low income are two factors that readily lead to housing instability and put a household at risk of homelessness. CHAS data also provides information about households with housing problems. There are four housing problems tracked, including incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room (overcrowded) and cost burdened.

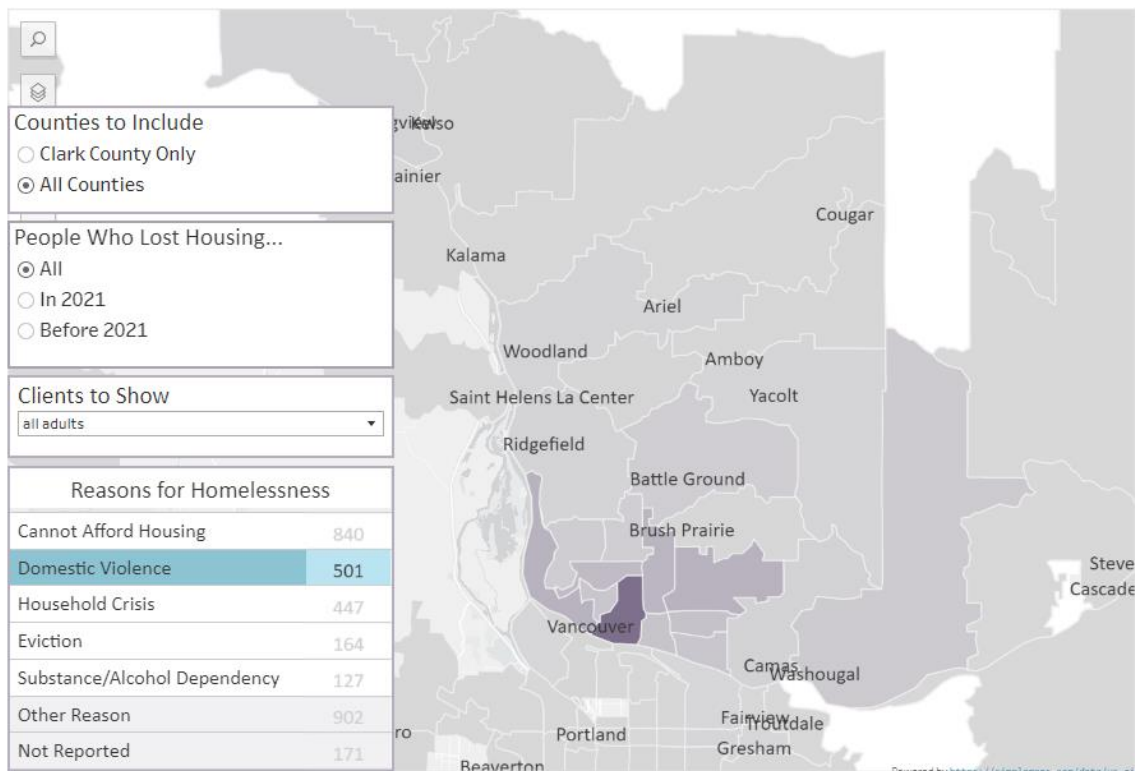
Council for the Homeless also indicates that 6,787 households sought assistance with housing through the Housing Hotline in 2021, more than doubling the 3,323 callers seeking housing assistance in 2020.

QP #3: Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD. For HOME-ARP, this population includes any household that is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. Domestic violence, dating violence, sexual assault, and stalking are defined in 24 CFR 5.2003. Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000.

The YWCA is primary provider of shelter for domestic violence survivors. SafeChoice is a gender inclusive domestic violence shelter that provides emergency shelter for victim-survivors leaving abusive relationships. Survivors, their children, and their pets may stay in the secure shelter and have access to 24-hour advocacy support during their stay. Over 90% of participants have incomes at or below 30% AMI. In 2019, SafeChoice served approximately 75 adults and 115 children. In addition, SafeChoice staff respond to roughly 8,500 calls to the 24-hour crisis hotline, engage over 200 youth in multi-session evidence-based prevention, and promote awareness, education and outreach to another 3,000 individuals annually.

The YWCA also participates in meetings of the Human Trafficking Task Force for Clark County. This is a collaborative effort with community partners to end labor and sex trafficking in southwest Washington. The task force is made up of Clark County and Vancouver police, Children & Family Services, the Children’s Justice Center and Juvenile Court as well as service providers. The task force provides education and support services for active missing and exploited people in and around Clark County. According to the Washington State Attorney General’s Office, Washington state is prone to human trafficking because of its international border, abundance of ports, vast rural areas and dependency on agricultural workers. Vancouver, being near Interstate-5 and Oregon state, is part of a trafficking circuit.

The Council for the Homeless provides data on the number of people who lost their housing in 2021. **Domestic Violence was one of the top reasons for homelessness in 2021, with 501 households reporting that as the cause for losing their housing.**

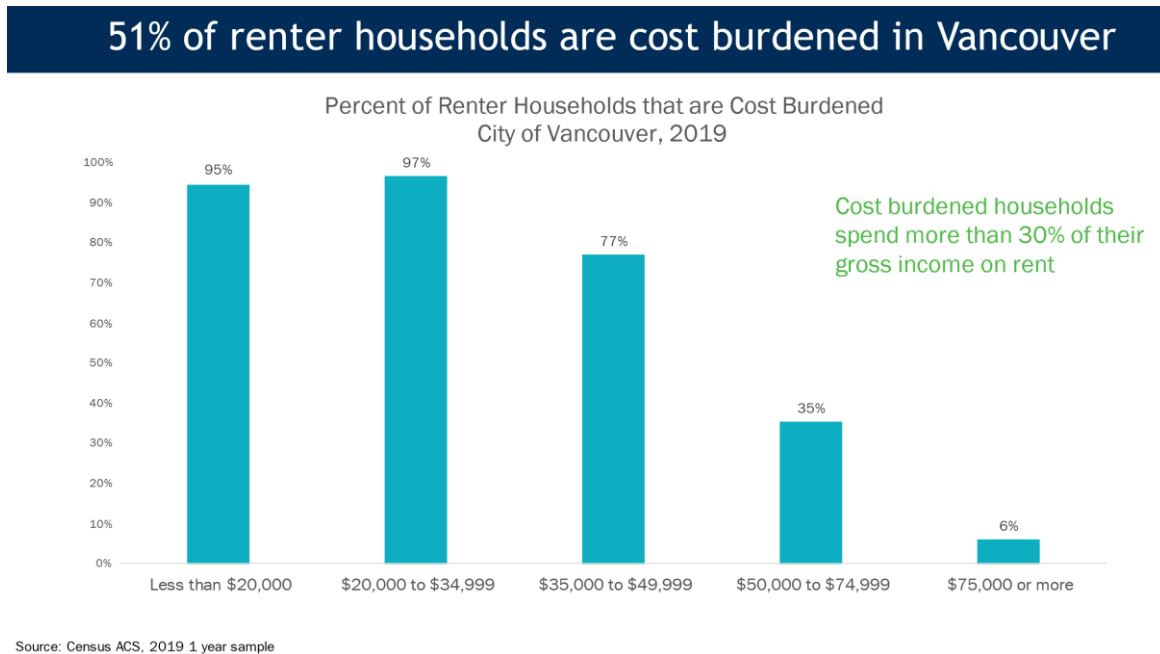


QP #4: Other Populations where providing supportive services or assistance would prevent the family's homelessness or serve those with the greatest risk of housing instability. If a household does not qualify under one of the above populations, they may still be assisted if they: have previously been homeless, are currently housed due to temporary assistance and need additional assistance to stay housed; or earn at or below 30% of AMI and are severely cost burdened, OR have income at or below 50% AMI, and meet one of the conditions of "At risk." Veterans and Families that meet the criteria for one of the qualifying populations described above are also eligible to receive HOME-ARP assistance.

HUD provides housing data for the City of Vancouver, compiled from the Census, called Comprehensive Housing Affordability Strategy (CHAS) data for use in planning. The most recent numbers are 2015-2019. Households with lower incomes have a greater housing cost burden, with two-thirds of households earning less than 30% of area median income being extremely cost burdened by housing (paying more than 50% of their income for housing costs):

Income by Cost Burden (Owners and Renters)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	7,895	6,655	9,990
Household Income >30 to <=50% HAMFI	7,625	2,610	10,585
Household Income >50 to <=80% HAMFI	6,950	550	16,730
Household Income >80 to <=100% HAMFI	1,215	160	8,875
Household Income >100% HAMFI	970	75	26,330
Total	24,655	10,055	72,510

This graph produced by EcoNorthwest shows income levels in a different manner and indicates that nearly 100% of households earning less than \$35,000 in Vancouver are cost burdened by housing.



Veterans

Veteran status is documented through the Point In Time count, with the 2022 count showing 36 Veterans who were homeless on one day. Council for the Homeless also coordinates a Veteran By Name List (VBNL) workgroup that meets monthly to case conference Veterans who are homeless and coordinate outreach with Veteran service providers. There are 83 Veterans on average who were active on the VBNL in the last 12 months. Vancouver has a history of strong support for Veterans with a Portland-VA medical campus that includes two Veteran housing developments, and the Clark County Veterans Assistance Center, that serves Veterans with a range of needs, including housing.

Unmet housing and service needs of qualifying populations, including but not limited to:

- Sheltered and unsheltered homeless populations;
- Those at risk of homelessness;
- Other families requiring services or housing assistance to prevent homelessness; and,
- Those at greatest risk of housing instability or in unstable housing situations:

The 2021 Homeless Crisis Response System Report recommended the following initiatives to address unmet housing and service needs in the community:

- **Increase permanent housing options.** Clark County needs more housing that is affordable for those below 50% of the median income, with particular focus on those below 30%. This includes further diversifying housing options, including small homes, du-/tri-/four-plexes, studios, utilization of motels, and accessory dwelling units (ADUs). Increase funding for supportive services that assist people in remaining housed.
- **Increase housing program capacity within the HCRS.** Accomplishing this would close the gap between those in need who are eligible for a housing program, and the number of housing program openings.
- **Expand the Homeless Management Information System (HMIS) database.** Ensure that all publicly funded programs that support people moving out of homelessness are entering data into HMIS in order to track the overall system outcomes and program successes.
- **Improve homeless youth tracking.** Leverage the Anchor Community Initiative project to create a by-name list and coordinated entry process for unaccompanied youth experiencing homelessness.
- **Prioritize finding housing for veterans and people experiencing chronic homelessness.** Support the Built for Zero initiative so that veterans and those who have experienced homelessness the longest are the top two housing priorities.
- **Break down silos between systems of care.** The only way to end homelessness is through intentional collaborations among those organizations that serve people experiencing homelessness. Silos prevent us from helping people with complex social, health, and housing needs.
- **Implement anti-racist practices in the Homeless Crisis Response System.** These include emphasizing relationships with, and investing in, agencies and organizations that are By and For people who identify as BIPOC.

Analysis of current resources available to assist qualifying populations, including shelter, supportive services, TBRA, and affordable and permanent supportive housing

The following housing availability numbers are taken from the Housing Inventory Chart produced by the Council for the Homeless on February 24, 2022. These numbers include TBRA programs (that operate as Rapid Re-housing) as well as the other affordable housing and shelter services available in Clark County.

Emergency Shelter: Non-permanent congregate beds. Supportive services focus on meeting the basic needs of the residents and addressing barriers to moving into permanent housing.

Population Type	Beds
Noncongregate beds	117
Families	150
Youth under 18	5
Single Men	60
Single Women	26
DV Survivors (Singles/Families)	10
Total	368 beds

Safe Stay Noncongregate Alternative

Safe Stay – Pallet Homes with Services	80
Safe Parking – cars/trailers/RVs	55
Total	135

Rapid Re-housing: Time-limited rent assistance paired with supportive services for people with medium to high vulnerability. Household can remain in housing once program ends.

Population Type	Units
All Populations	159
Tribal Member	11
Youth (18-24)	44
Survivors of Domestic Violence	16
People with a disability	121
Total Units	351

Temporary/Severe Weather Emergency Shelter: Time limited congregate beds or motel space where households can reside overnight, especially during winter and severe weather.

Shelter Type	Vouchers/Beds
Youth Motel Vouchers	10
Motel Vouchers	25
Severe Weather/Overflow	84
Total Vouchers/Beds	35/84

Transitional Housing: Time limited site-based housing paired with supportive services for people with low to medium vulnerability. Household must exit the housing once program ends.

Population Type	Beds
Youth- 18 – 24	39
Families	89
Families, singles, couples	7
Single adults	24
Singles and couples	28
Total Beds	187

Permanent Supportive Housing: Permanent affordable housing with intensive supports for people who are most vulnerable in the community.

Type	Units	Population Type
Scattered site	79	Singles/Couples
6 Site-based developments	224	Singles/Couples
Scattered site	6	Youth (18-24)
Scattered site	37	Families
Site-based	85	Families
Scattered site	5	Over 55+
2 Site-based developments	42	Veterans
Scattered site	182	Veterans
Total Units	660	

Identified gaps within the current shelter and housing inventory as well as the service delivery system

Vancouver struggles with having enough affordable rental options for households with rental barriers or low income. In March 2022, an affordable housing workshop was presented to City Council that provided data on housing supply, market economics, and policy levers. EcoNorthwest researched the affordable housing issues faced by Vancouver and found that Clark County's population has grown twice as fast as any other county in the metro area and it has one of the lowest housing units to household ratios in the state. The consultant shared that Vancouver had underproduced 4,000 units through 2019, which is approximately 3 years of planned growth. The report also indicated that there was a current deficit of over 5,000 units for people earning less than 80% of area median income.

Other concerns for affordability include a national decline in production of smaller, entry-level homes. The percentage of new homes built that are less than 1,400 square feet is near a 50-year low. Vancouver could benefit from adding more housing choice in the form of middle-housing types, such as townhomes, cottages, duplexes and tri-plexes.

Recommendations for increasing housing supply and affordability include:

- maximize development in high density corridors
- encouraging more naturally affordable middle-housing units
- prioritize areas for development that have high economic mobility and transit
- update codes to remove barriers to density and other housing types
- consider flexible local investment to achieve affordability
- provide incentives to lower the cost of higher density development
- maintain predictable fees and requirements for developers, streamline review

While the current service delivery system covers most sub-populations and services needed to prevent and end homelessness, resources are not scaled to the extent needed. The Homeless Action Plan calls for increased mobile outreach, strengthening prevention and diversion practices, leveraging community resources and increasing housing options, both for transitional and permanent housing.

When talking with Safe Stay Community residents about their barriers to housing stability, many talked about the need for strengthened services and increased case management consistency and availability. Vancouver has benefitted from affordable housing levy funding that builds affordable housing, provides rental assistance, and supports emergency shelter programs. Supportive services funding is limited and primarily offered through county document recording fees and Community Service Block Grant. Vancouver used CDBG-CV funding for increased public services because the CDBG cap was waived. Now that waivers are ending, Vancouver still sees a high need for public services, especially those focused on people who are homeless and those most at risk of becoming homeless.

Needed supportive services include outreach and referral, behavioral health treatment, limited rental assistance to stabilize in housing, employment and education programs to increase household income, and legal services to remove barriers to housing entry. Other supportive services, like increased case management, are also needed to support people as they get accustomed to and stabilized in new housing.

Demographics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of other populations as established in the HOME-ARP Notice

The City of Vancouver is experiencing a housing crisis that has led to instability and an increased risk of homelessness for all residents, especially the populations identified in the HOME-ARP Notice. The City has a significant demand for rental units, especially for households with low-income. As of July 2021, the *Columbian* reported that 4,900 people moved to the City of Vancouver in 2020 which further placed a strain on the rental market and led to staggering rent increases. In 2011, the average rent for a two-bedroom apartment in the city of Vancouver was \$684 per month, and the *Columbian* reported that this has increased to \$1,343 in 2020. The low vacancy rates combined with rising rents and stagnant wages has led to an increased risk of homelessness.

Additionally, due to COVID-19, many households have experienced loss of income or illness that has led to housing insecurity. Approximately half of all renters in Vancouver are considered cost-burdened (spend 30% or more of their income on housing) (2020 ACS 5-Year Estimates). Moreover, domestic violence, mental and physical health challenges, the inability to gain or sustain stable employment, generational poverty, and loss of system support by those leaving institutions are all characteristics that have been linked with instability and increased risk of homelessness.

The City of Vancouver recognizes the importance of housing in fostering a healthy and livable community. Vancouver is committed to promoting safe, affordable housing and reducing homelessness through the City's funding, partnership, and policy efforts.

Priority needs for qualifying populations

Through the HOME-ARP planning process, the City of Vancouver confirmed both affordable housing and mitigation of homelessness as priority needs. The City consulted with constituents and stakeholders through surveys and consultations, and the identified needs are consistent with Vancouver's top two priorities in its 2019-2023 Consolidated Plan:

Priority 1: Create, Maintain, and Support Affordable Housing

Affordability in the City of Vancouver's residential sector is created through a variety of CDBG/HOME programs run by the City's partner agencies. Each year, Tenant-Based Rental Assistance, housing rehabilitation, first-time homebuyer programs, and new unit construction support households locally.

Priority 2: Mitigation of Homelessness and Related Issues

As homelessness in the region has increased, the City has focused additional resources on providing support for the un-housed population and those at risk of homelessness. This support comes in the form of emergency shelter, food security, and case management. In the plan cycle, thousands of individuals access these services from the City of Vancouver and its partners.

The City of Vancouver is experiencing a housing crisis that has particularly impacted qualifying populations including people and families experiencing low-income, people with a history of chronic homelessness, people fleeing domestic violence, and people experiencing addiction and illness. In response to this crisis, in 2021, Vancouver implemented city-supported alternative shelter campsites (Safe Stay Communities) that house 20 – 40 people in modular shelter units. These sites include on-site management and limited supportive services for residents.

People living at the Safe Stay Community indicated that wrap-around supports from service providers and case managers were necessary to stabilize in permanent housing. They stated that inconsistent communication with case managers made it harder to locate resources, including suitable housing. They also shared that it can be jarring and lonely to move into a housing unit independently when someone has been used to a tight-knit support network with other people living outside. Mental health issues can also be caused or exacerbated by the stress of living outdoors in survival mode.

To address these priority needs, Vancouver seeks to utilize HOME-ARP funds to deliver supportive services, including rental assistance, for people experiencing homelessness. These services will be provided to all Qualifying Populations with a preference for those who are living in city-supported campsites. By offering supportive services, including short-term rental assistance, the City aims to increase the capacity of these alternative shelters, allowing households to receive the additional resources and support they need to move from emergency shelter to permanent housing and freeing up shelter space for other people living outside.

Determination of the level of need and gaps in shelter and housing inventory and service delivery systems based on the data presented

The level of needs and gaps in the City's shelter and housing inventory and delivery systems were identified through available data and consultation with community residents and service providers. In February 2022, the Council for the Homeless conducted the annual Point in Time Count. The PIT Count identified 1,197 people who were homeless, either sheltered or unsheltered. Through consultation with service providers, the City identified a need for increased shelter capacity. The City also used housing data from the 2015-2019 American Community Survey and Clark County rent data reported by The Columbian in this plan.

The City of Vancouver hired an intern to collect data and interview people living in Safe Stay sites to get qualitative and subjective information about conditions leading to homelessness and barriers to becoming and remaining housed. Residents from the Safe Stay communities reported that being homeless is very stressful and creates mental health issues and drug reliance because of the anxiety over safety and security. They reported being harassed by other people and being treated rudely at the hospital. They also reported trouble navigating resources in the community and an inconsistency with case manager support. They requested access to wi-fi, more social activities, job fairs and counseling, as well as help with other services such as car maintenance.

The City of Vancouver is fortunate to have an Affordable Housing Levy that is funded through property taxes and supports construction and preservation of affordable housing as well as rental assistance and temporary shelter services. A big gap between the standard CDBG and HOME funding and the Affordable Housing levy, is supportive services. Supportive services are only available through CDBG public service funding, which is capped at 15% of the annual entitlement, approximately \$175,000 per year. Each year, the majority of the CDBG public service funding is awarded to homeless supportive services.

HOME-ARP Activities

Method for soliciting applications for funding and/or selecting developers, service providers, or subrecipients

Vancouver released its 2023 CDBG and HOME applications on October 3, 2022. HOME-ARP activities will be eligible under the annual application process and will be considered with applications for entitlement funding. All applications received are reviewed by staff to ensure eligibility and compliance with the Consolidated Plan. A Scoring Committee reviews applications and presentations and all applications received are ranked by their average score.

After review by the Scoring Committee and made available for public comment, the applications and Acton Plan are formally approved by City Council. Highest scoring applications within each category are fully funded and a lower scoring application may receive partial funding, or no funding based on availability.

Not all HOME-ARP funding will be allocated during the 2023 application process and HOME-ARP funding will be made available in subsequent years' application processes.

Vancouver will not administer any HOME-ARP activities directly.

If administrative funds were provided to a subrecipient or contractor, identify and describe its role and responsibilities in administering the HOME-ARP program

Vancouver is not providing administrative funds to a subrecipient or contractor.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$2,121,694	85%	N/A
Non-Congregate Shelter	\$0		N/A
Tenant Based Rental Assistance (TBRA)	\$0	0%	N/A
Affordable Rental Housing Development	\$0	0%	N/A
Non-Profit Operating	\$0	0%	5%
Non-Profit Capacity Building	\$0	0%	5%
Administration and Planning	\$374,416	15%	15%
Total HOME ARP Allocation	\$2,496,110		

Characteristics of the shelter and housing inventory, service delivery system, and needs identified in the gap analysis which provide a rationale for the plan to fund eligible activities

Although there is a high need for all the activities that are eligible under HOME-ARP, Vancouver has very limited funding for **supportive services**, with approximately \$175,000 per year in CDBG Public Services funding. Supportive services were the highest ranked activity on the community survey, followed closely by rental assistance. Rental assistance will be provided as an eligible support through the Supportive Services category rather than the Tenant-Based Rental Assistance (TBRA) activity.

Non-congregate shelter has successfully been developed recently at two Safe Stay communities, with a third site identified and planned to open in early 2023. The City of Vancouver may build up to four or five Safe Stay communities, which could add to a total of 100 non-congregate beds, depending on location availability and provider capacity. The first two Safe Stays have been successful in stabilizing people and engaging them in services needed to become permanently housed.

Vancouver is unique in that it has ongoing **TBRA programs** provided by multiple subrecipients who have a strong understanding of the HOME TBRA requirements and the homeless system goals. Vancouver has modeled its TBRA policies to support a rapid-rehousing program model for people who are literally homeless. Agencies serve different subpopulations such as families, youth, chronically homeless, and people who are engaged in treatment for substance use or mental health conditions. Vancouver will continue to support TBRA providers through CDBG and HOME entitlement funding. All TBRA providers serve households who are assessed and referred by the Housing Solutions Center, the coordinated entry system.

Vancouver primarily undertakes **Affordable Rental Housing Development** through its local Affordable Housing Fund levy, which provides \$6M per year for housing, rental assistance, and temporary shelter services. Vancouver voters are being asked to replace this levy when it expires at the end of 2023 and begin a levy generating \$10M per year for 10 years in 2024. This replacement levy will be considered on the February 2023 Special Election ballot.

Preferences

Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).

Vancouver will give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations

Vancouver will have a preference for people who are homeless and transitioning from Safe Stay Communities to permanent housing. Service providers who are awarded HOME-ARP funding will be asked to provide onsite services at Safe Stays and/or conduct specific in-person outreach to households staying at these shelters as well as at the City's Safe Park. Additional support from community providers is needed at these Safe Stay sites because the agencies operating each site are relatively new to this work and still building staff capacity and experience. No Qualifying Populations will be limited from receiving supportive services through HOME-ARP.

Vancouver's preference will be implemented through its application process which will provide an additional 5 points (out of 100) for homeless services. The application also asks agencies to identify their outreach plan for services to people staying at the Safe Stay communities if a homeless service is proposed. Contract outcomes and outreach metrics for Safe Stay-specific services will be negotiated with each subrecipient based on the type of program or service awarded.

Using a preference will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the needs assessment and gap analysis:

By providing additional capacity for wraparound services, including rental assistance, households currently experiencing homelessness will receive additional resources and support to stabilize in permanent housing.

If a preference was identified, describe how HOME-ARP funds will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the preference:

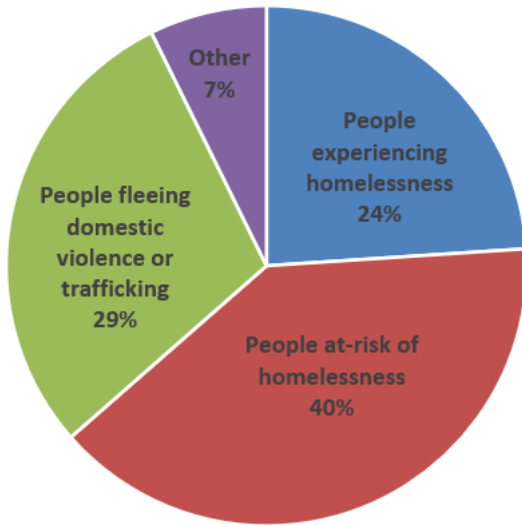
Vancouver will continue to serve other qualifying populations, such as those who are at-risk of homelessness, those fleeing violence or trafficking, and other populations at risk of homelessness or housing instability through Affordable Housing Fund rental assistance, Affordable Housing Fund homeless services, and HOME entitlement TBRA awards. Other qualifying populations will also access HOME-ARP funds through subrecipients as available. Although subrecipients will ensure that their services are readily available and accessible to Safe Stay residents, the city anticipates that services will also be provided at agency sites through coordinated entry and other referral partners.

APPENDIX A

HOME ARP COMMUNITY SURVEY QUESTIONS AND RESULTS

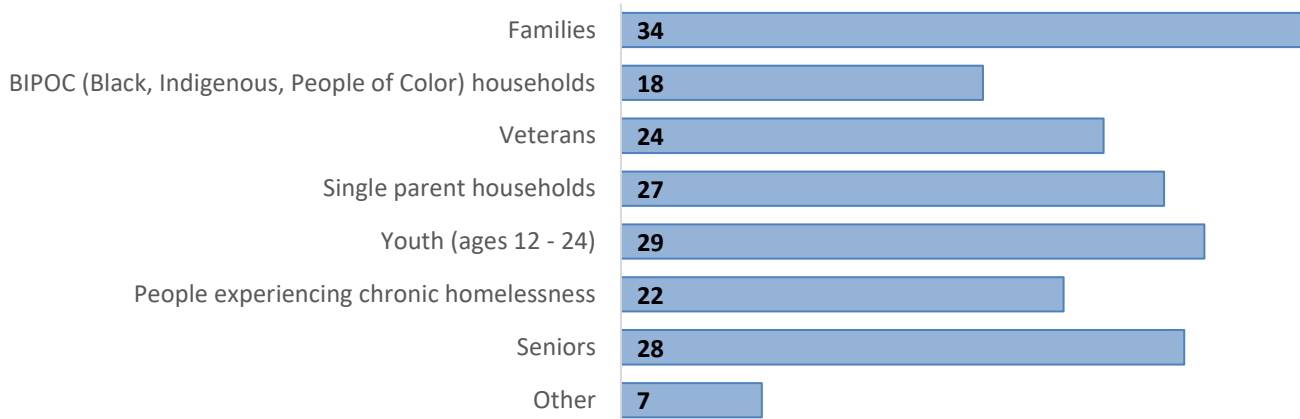
10-28-2021

1. Of the qualifying populations identified by HUD for this funding, which should the City prioritize?



People experiencing homelessness (including people living in city-supported campsites)	23
People who are at-risk of homelessness	38
People who are fleeing domestic violence or trafficking	28
Other	7
• People with behavioral health disorders • All of the above • Families - people regardless of population set that include children or caring for aging parents • All three • Any of the above who have not refused REHAB/MEDS for addiction or mental illness • Water cut offs due to past non-payment • Remove the illegal campsites	

2. Are there subpopulations that you would like to see prioritized for homelessness assistance?

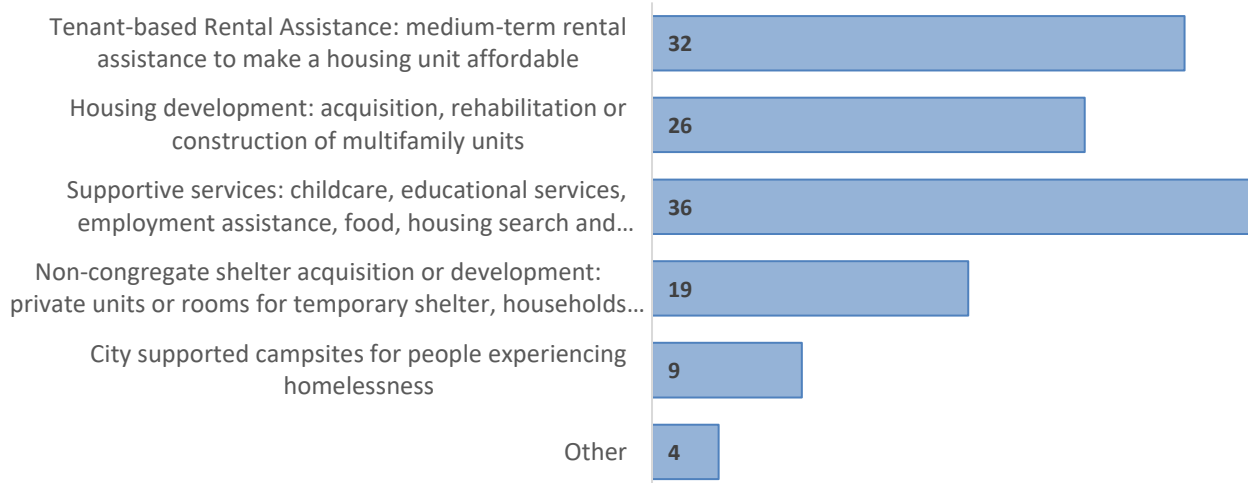


Other:

- LGBTQIA+ people
- Children
- Outreach should reach underserved populations, but assistance should be available to all experiencing housing instability
- Any of the above who have not refused REHAB/MEDS/ REGS for addiction or mental illness
- Disabled
- Poor people of any color age or gender
- Remove the illegal campsites

APPENDIX A (continued)
HOME-ARP COMMUNITY SURVEY QUESTIONS AND RESULTS

3. Of these eligible activities to serve qualifying populations, should any be prioritized?



Other

- *Employment services specifically/connection to employment*
- *Tiny homes*
- *Provide domestic violence shelters, 'poor farms' and mental institutions like in former generations! This would leave just the criminals and addicts to deal with (rehab or incarceration).*
- *Remove the illegal campsites*

4. Please share any additional comments or feedback about the City's use of these funds.

- Please consider partnering with the workforce development council, Workforce Southwest Washington, as we can co-invest together and make a bigger impact.
- the questions are very difficult. So many priorities in our community.
- All of these groups are important; however queer/nonbinary and trans people experience a much higher rate of homelessness than most other populations. Please ensure they are included.
- We are no longer in a housing 'crisis'. We are facing an emergency. Something needs to be done. Now. The 'wait and see' approach has passed. Help get these folks off the streets, off drugs and throw the violent ones in jail or rehab. Do something
- This needs to be spent efficiently and the city cannot acquire properties or manage them efficiently. Give cash rental assistance to those who are already housed so they can remain housed. Priority should be given to seniors and veterans. Often the least helped. Children have multiple resources and don't need help from this program
- I lost my home of 20 years because I could no longer afford the taxes. I now share a home with my son' I would like to see all the above happen, but if property taxes keep going up we will be homeless ourselves.
- We need to get people safe, warm, fed and indoors so they can continue on a path to independence.
- Drug free and alcohol free

APPENDIX A (continued)
HOME-ARP COMMUNITY SURVEY QUESTIONS AND RESULTS

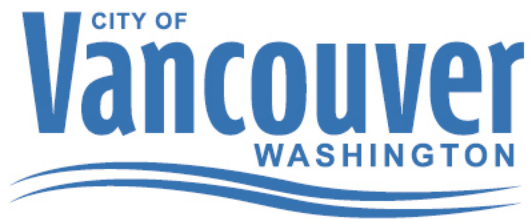
- Housing is a temp fix. The money should be focused on long term solutions - solving the reasons people become or stay homeless. You can house all the homeless on the street today, but there will always be more homeless everyday if the reasons are not solved. No point wasting money on just housing/funneling them to sanctioned camps
- I hope that these funds can be used to assist family housing, something that is sustainable for them.
- If this is one-time money we should use it to create permanent affordable housing.
- Would like to see a sequential plan to go from random homeless to city supported to non-congregate to low cost housing to mainstream. Each step needs the next goal and actions required to get there laid out. I like the analogy of "Kedging" from one goal to the next.
- Invest in things that will last longer than the funding span. Campsites are not long lasting and are a waste of money.
- Permanent affordable housing
- I am appalled that refugees and illegals are housed/fed/doctored/employed/ etc etc etc etc even though our own homeless CITIZENS are being assaulted/raped/robbed/degraded/even dying on the streets. We need to get our own house in order before allowing in any MORE needy people! This is so obvious that the motivation of our government is NOT the citizens!!!!!!!!!!!! Corporations and wealthy investors are being allowed to buy up and gentrify all the formerly affordable houses that needy families want to buy! Our needy citizens are then forced to be renters, but competing for very few rooms with zillions of new legal and illegal immigrants every year!!!!!! Our government should not be allowed to flood our country with new people (voters) when we don't even have enough affordable housing and living wage jobs for OURSELVES!!!!!!!!!!!!!! Until we have our financial house in order again and WE THE PEOPLE CHOOSE to resume being generous to VETTED LEGAL immigrants, this needs to be stopped!
- I will soon be homeless thanks to a large rent increase at the end of the moritorium and my (slightly autistic) son is having a hard time finding work. By early November we will lose our internet, auto insurance, telephones and then our power. My disability check now only covers rent and one tank of gas and I can't find anywhere less expensive and fit to live in.
- A lot of your citizens are going to have their water shut off and it will become a city-wide crisis
- Please be wise with that money and make the right decision.
- Would like to see those outside with chronic homelessness assisted to secure housing and case management. Though I find all populations above to be critical, I feel there is more assistance for those who are currently housed, needing temporary assistance, and for families/single parents, and seniors.
- Please consider more funding for programs for youth 14-23 and housing
- This is a complex problem with hard to select who should have priority
- Remove the illegal campsites, You really can't do much with 2.1 mill. How much is over head, You will be over charged by contractors, Have too many people standing around on projects, I have seen it happen. "Oh that's Not my job" excuse. Spend it right and spend it well.

HOME-ARP Allocation Plan

Samantha Whitley
Housing Programs Manager

Hayley Woodbridge
Associate Housing Planner

Economic Prosperity & Housing



Agenda

- HOME-ARP Overview
- Planning Process
- Consultation
- Needs Assessment
- Allocation Plan
- Requested Action



HOME-ARP Overview

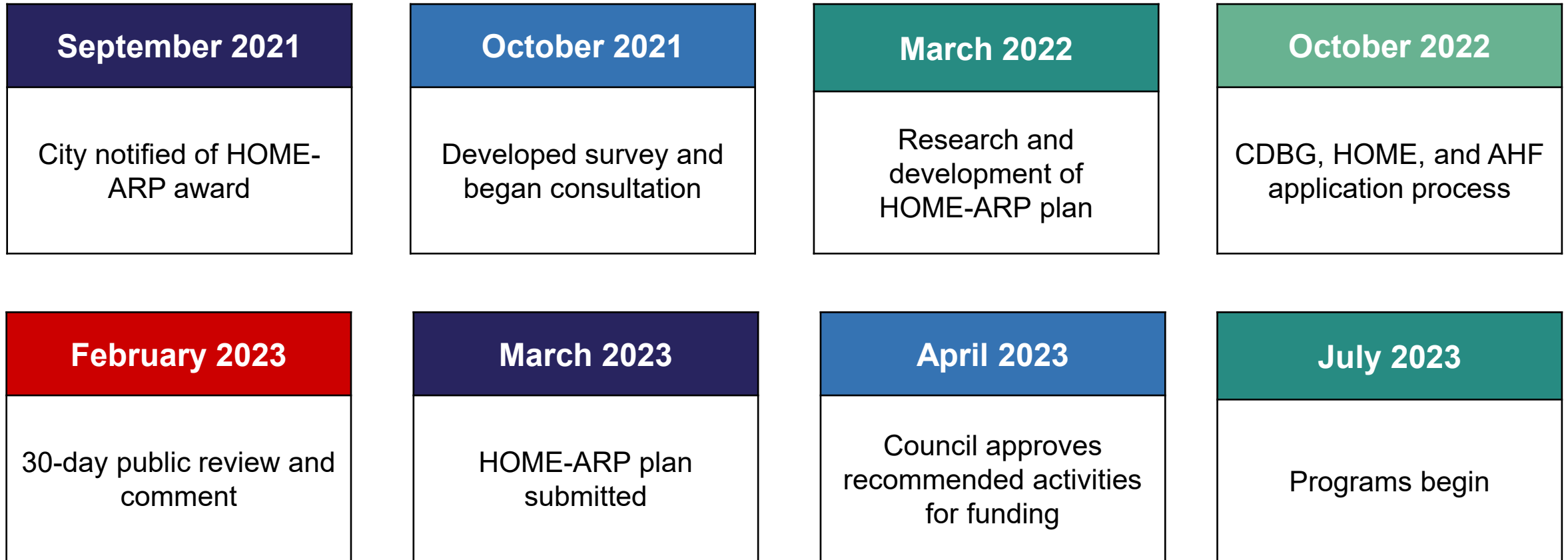
\$2,496,100

Purpose: to benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations

Qualifying activities:

1. Development and support of affordable housing
2. Tenant-based rental assistance
3. Supportive services
4. Acquisition and development of non-congregate shelter

HOME-ARP Timeline



Consultation Process

Interviewed residents at Safe Stay Community

Online survey helped determine priority services and populations

Total of 91 responses from:

Vancouver Residents	Veteran organizations
Coalition of Service Providers	Fair Housing groups
Housing and homeless programs	Civil rights agencies
VHA and housing developers	People with disabilities
Public agencies	Behavioral health services

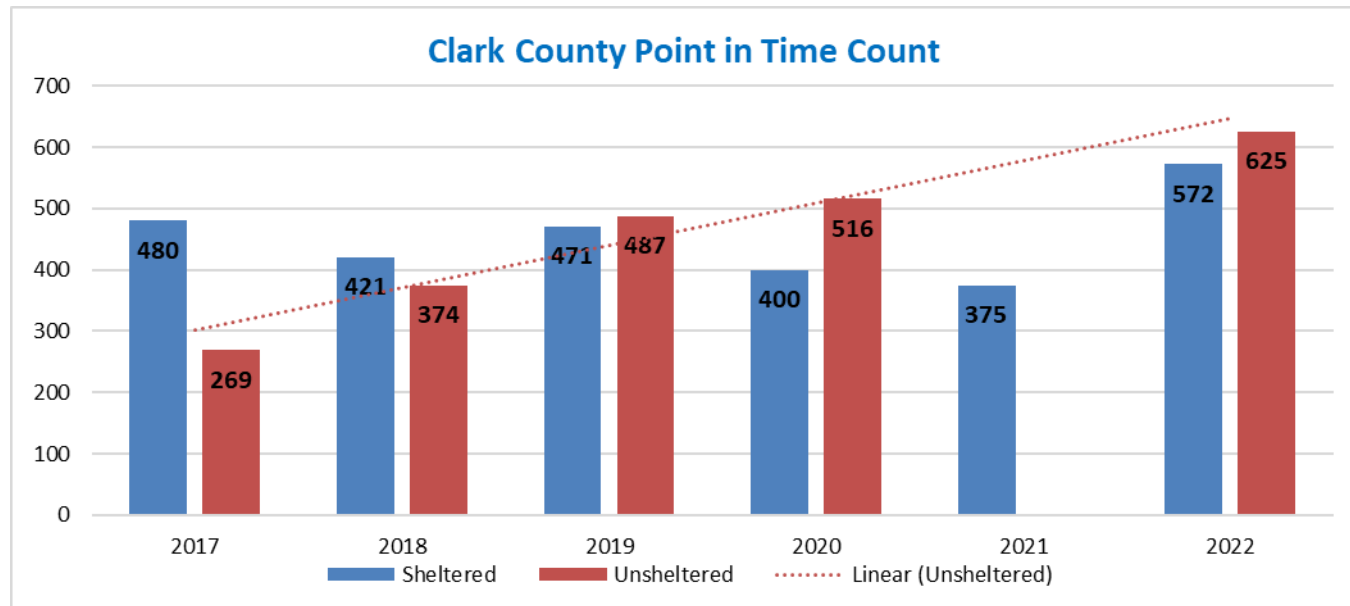
Needs Assessment

Evaluated size and demographics of qualifying populations

Assessed shelter and housing inventory, homeless services

Findings:

- In 2022, 1,197 counted in Point in Time, 21% increase
- Census indicates 9,990 people earning less than 30% AMI
- Housing cost and domestic violence top causes of homelessness
- 51% of Vancouver renters are cost burdened



Allocation Plan

Increase supportive services for people experiencing homelessness

Activity	Funding
Supportive Services	\$2,121,694
Non-Congregate Shelter	\$0
Tenant Based Rental Assistance	\$0
Rental Housing Development	\$0
Administration (15% cap)	\$374,416
Total HOME ARP Allocation	\$2,496,110



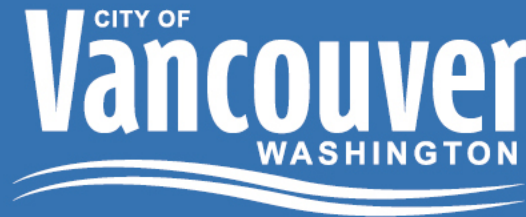
- Supportive services include rental assistance up to 24 months
- Prioritize services at Safe Stay Communities

Requested Action

Adopt a resolution approving the **2023 City of Vancouver HOME-ARP Allocation Plan** detailing the planned uses of the \$2,496,110 of HOME-ARP funding awarded to the City by HUD.

Thank You

To learn more, visit cityofvancouver.us/cdbg





TO: Mayor and City Council

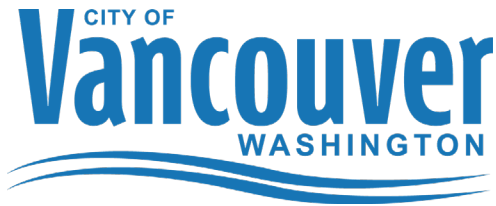
FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Clark County Comprehensive Plan Update-Policy Framework

ATTACHMENTS:

- ▣ County Update Memo
- ▣ Presentation



MEMORANDUM

DATE: February 15, 2023

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

RE: Clark County Comprehensive Plan Update Regional Process

CC: Chad Eiken, Community and Economic Development Department Director; Rebecca Kennedy, Deputy Community Development Director; Bryan Snodgrass, Principal Planner

This memo is intended to provide Council with an update on the recently initiated Clark County Comprehensive Plan update, and to chart direction for City advocacy in the important regional land use decisions the County will be making in this process, many beginning in the coming few months. Council communications time has been set aside on February 27 to discuss this matter, and a resolution will be presented on March 6 to establish general policy guidance for going forward.

Growth Management Act (GMA) Framework

Clark County, like Vancouver and other local cities, is required to adopt a 20-year Comprehensive Plan by June 2025 to address land use and related issues. Counties have no direct role on land use matters within city limits but do retain final authority, subject to city consultation, on important regional decisions which have indirect but significant impacts on cities. These include adoption of 20-year regional population and employment growth forecasts, UGA boundaries and land use designations outside city limits, and adoption of high-level Countywide Planning Policies which generally guide how local jurisdictions will coordinate their efforts.

County comprehensive plans, like those of cities, can be appealed to the state Growth Management Hearings Boards within 60 days following adoption. Once adopted, annexation or incorporation of unincorporated UGAs is generally envisioned to occur during the 20-year planning period. Comprehensive plans, including growth forecasts and as needed UGA boundary adjustments, must be undertaken at least every 10 years. The current Comprehensive Plan update will be the fifth for Clark County and its cities since the GMA was enacted in the early 1990s.

County comprehensive plans, like those of cities, must demonstrate capacity to serve planned growth through adoption of Capital Facilities Plans. All jurisdictions must protect designated critical areas. All must accommodate housing needs for all economic segments of the community. GMA amendments in 2021 further required all jurisdictions to plan for and accommodate specific numbers of housing

units affordable at specific incomes, defined by the Department of Commerce and based on the overall population planned for locally. Legislation currently being considered could replace these requirements in cities with new mandates focused on allowing middle housing and higher densities near transit.

Although counties have no authority to dictate land use designations or growth assumptions within city limits, their decisions for the unincorporated area and region have significant influence. Counties effectively determine the size of and plans for the unincorporated urban growth areas that cities are envisioned to annex during the planning period, and regardless of annexation have spillover influence on city facility and service needs, housing markets, local economies, and climate. These impacts are amplified in the case of the unincorporated Vancouver UGA, which is currently comparable in size and population to the City of Vancouver itself.

Clark County 2025 Comprehensive Plan update components and schedule

The Clark County update process began with a hybrid informational kick-off meeting on January 19, 2023, followed by issuance of a draft Public Participation Plan envisioning the following schedule for the major regional decisions:

County Decision	Anticipated Timing
Adoption of 20-year Countywide Population Forecast	4/18/23 County Council hearing
Adoption of 20-year Countywide Employment Forecast	Summer 2023 County Council hearing
Allocation of countywide growth forecasts to individual UGAs, including cities	Fall 2023 County Council hearing
Adoption of Countywide Planning Policies	Fall 2023 County Council hearing
Adoption of Vacant Buildable Lands Model (VBLM)	New model adopted by County Council in summer 2022. An update of that using latest assessor data is indicated for fall 2024-winter 2025, through County Planning Commission and Council hearings
Adoption of UGA boundaries and land use designations	Mapped alternatives will be included in County EIS, Spring-Fall 2024, with a preferred alternative anticipated in fall 2024
Final County Comprehensive Plan with final forecasts, allocations, policies, and land use designations	Spring 2025 following County Planning Commission and Council hearings

The Countywide Population Forecast must be chosen from a range provided by the state Office of Financial Management (OFM), which for Clark County ranges from 576,000 persons (low) to 698,000 (medium and most likely) to 791,000 (high), for 2045. The current countywide population is estimated at roughly 525,000 persons. The employment forecast is not constrained, but must be related to the population forecast. It is unknown how much of these countywide forecasts will be

allocated to Vancouver. Previous updates have assigned cities only what they have room for under County modeling, with the remainder assigned to the UGAs, including boundary expansions if necessary. These regional growth forecast and allocation choices will likely have their primary initial impact on the unincorporated Vancouver UGA, with indirect impacts occurring to the City in the mid to longer term.

The Countywide Planning Policies (CPPs) are a set of high-level policies guiding interjurisdictional coordination and urban form, adopted by both the County and local cities. Most the local CPPs have not been changed in 20 years. They have not been a source of significant disagreement, but some of the policies may warrant updating in this process. Current policies are listed in Appendix C of the [Vancouver Comprehensive Plan](#).

The Clark County Vacant Buildable Lands Model (VBLM), which determines how much land is needed to accommodate projected population and employment, remains a serious concern. It was updated by the County in 2022 following a lengthy advisory committee and County Council review that included Vancouver, but this only included an examination of the many model input assumptions in isolation, with no testing of model results to determine its overall accuracy. There was also little to no response when City staff pointed out that results appeared to be accounting for only half of residential growth that occurred. The upcoming County schedule envisions only an update of the current model to use recent development data, not a review or correction of its methodology. Failure to correct the deficiency will result in significant underestimating of population growth likely to occur in Vancouver and other cities and existing urban areas, an underestimating of associated capital facility and service costs, as well as an oversizing of UGAs relative to their needs.

Mapping of potential new UGA designations, including boundary expansions if needed, will first occur as drafts in the County Environmental Impact Statement beginning in 2024, and be finalized along with the entire County Comprehensive Plan document including policies in spring 2025.

City involvement and advocacy

City staff participated in the recent update of the County Vacant Buildable Lands Model by serving on an advisory committee and then testifying before the County Council, informed by various touches with City Council during this time.

For the larger County Comprehensive Plan update, City staff has thus far in early 2023 participated in monthly interjurisdictional staff meetings, attended the County public kick-off meeting, and submitted comments on the draft County Public Participation Plan. Vancouver staff is also engaged with other cities staff to draft a joint proposal to allow enhanced speaking opportunities at County hearings, consistent with City roles as partners rather than stakeholders as envisioned in the GMA and existing County policies. Vancouver staff is also in the process of setting up an informational meeting, probably virtual, with state staff to facilitate a better understanding by all parties of how population forecasts and associated housing requirements are arrived at.

Going forward, City staff is seeking Council oversight and engagement in the following areas:

1. At critical junctures, the first one in advance of the April 18 County hearing to adopt a countywide population target, confirm specific City direction and advocacy.

2. Establish and endorse a policy framework to guide City of Vancouver involvement throughout the process, including at the staff, senior leadership and policymaker level. The following draft policy framework is submitted for your review, discussion and refinement:

City of Vancouver Draft Policy Framework: 2025-2045 Clark County Comprehensive Plan Update

Pursue technically and legally sound processes and outcomes

Ensure that decisions are data-driven and consistent with GMA requirements

Cities should be engaged as partners rather than impacted parties or stakeholders in County regional land use decisions, as directed by state and local policy

Ensure County regional decisions are made in partnership with Vancouver and other cities, as required by the GMA, associated state administrative code, and longstanding existing Countywide Planning Policies adopted in all local jurisdictions' Comprehensive Plans.

Consider implications for equity, safety, and climate

Ensure that decisions consider impacts to those who have been underrepresented or negatively impacted in past decisions. Ensure that public health and safety is considered. Ensure that climate impacts, including analysis of greenhouse gas (GHG) emissions associated with different land use decisions, are included and considered.

Consider implications for housing affordability, employment, and service provisions

Ensure that decisions consider housing attainability, employment implications, and capital facilities costs.

Facilitate placemaking and location of inter-related uses near one another

Ensure that employment, shopping, recreating and gathering opportunities are near and accessible to where people live and work.

Consider implications for potential future annexation

Ensure that decisions consider implications for annexation of urban areas over time as envisioned by the GMA and local Countywide Planning Policies.

Pursue equity among the City of Vancouver and other jurisdictions, including the unincorporated VUGA, in providing for attainable housing, recognizing differing histories and geographies

Although Vancouver is likely to continue to develop at higher densities, all local jurisdictions should provide a fair share of attainable and affordable housing to meet local needs.

Consider how decisions in this update cycle impact future longer term options, and what options exist for future adjustments

Consider at minimum the role of future updates, and how long current choices can be sustained given finite countywide land supplies.

Consider UGA expansions only where clearly and demonstrably needed to further the balance of these and other City objectives

Pursue efficient development of existing urban areas with existing services before expanding into other areas.

Next Steps

Pending Council discussion and needed updates and refinements to the above, endorse a policy framework to guide City of Vancouver participation in the Clark County Comprehensive Plan Update process via resolution on March 7.



2025 Clark County Comprehensive Plan Update- Policy Framework for City Engagement

February 27, 2023
Vancouver City Council
Communications



Bryan Snodgrass
Principal Planner
Community Development Department

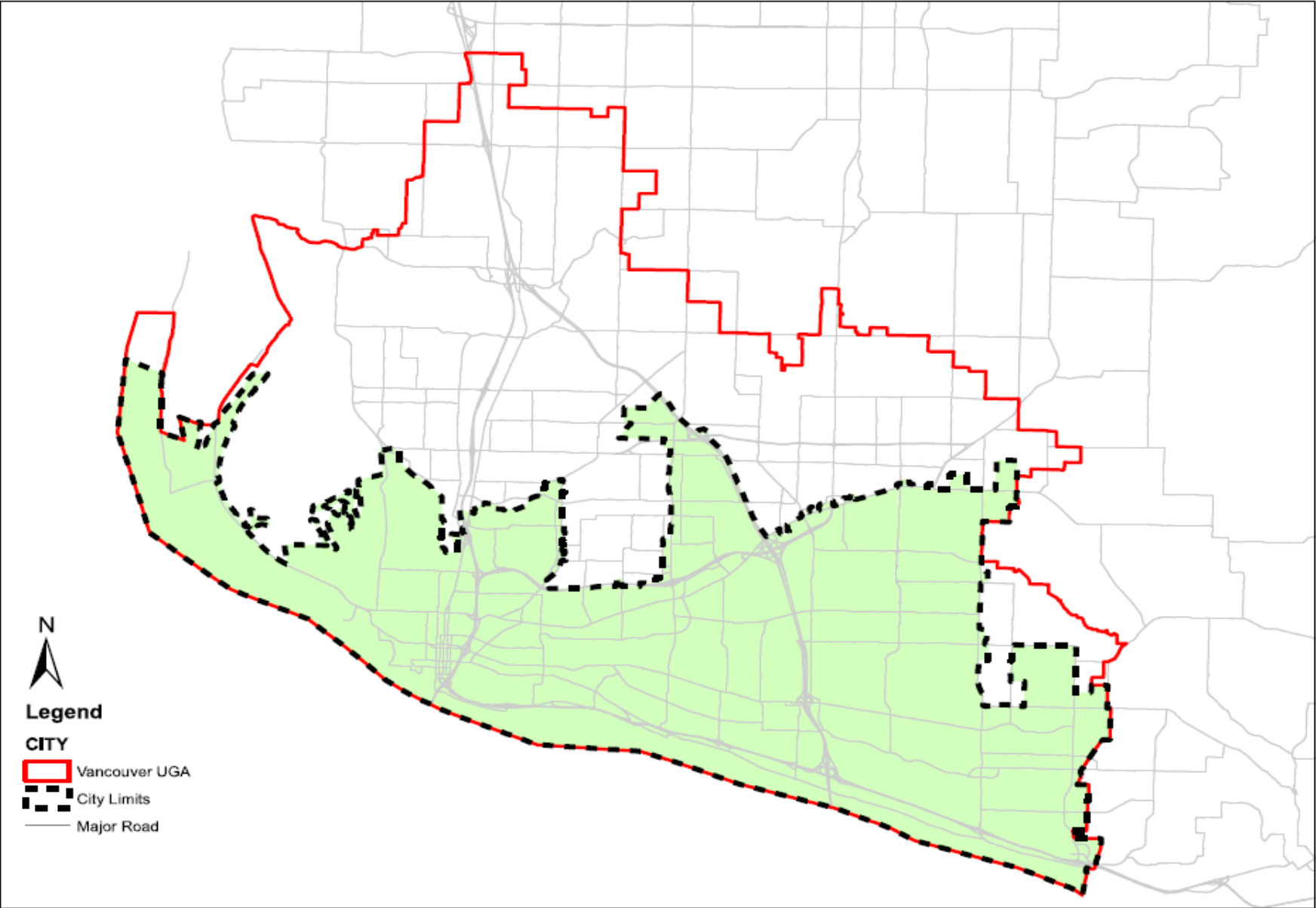
Presentation Overview

- Brief staff review of recently initiated 2025 Clark County Comprehensive Plan update, including key upcoming regional decisions and timelines regarding:
 - Adoption and allocation of growth forecasts
 - Urban Growth Area (UGA) boundary and land use designations
- Discussion of anticipated Council touches and general policy framework to guide City advocacy on regional decisions
- Next steps

Cities retain authority for land use decisions and assumptions within city limits, but Counties make important regional and UGA decisions

- Adoption of 2045 countywide population growth forecast from high/medium/low range provided by state, and related countywide employment forecast
- Allocation of countywide forecasts to individual Urban Growth Areas (UGAs)
- Estimate of land needed to accommodate forecasts
- Adoption of Countywide Planning Policies
- County regional decisions must be made in consultation with Cities

Vancouver City
and
unincorporated
VUGA are
comparable in
size and
population



Anticipated County decision timelines in draft County Public Participation Plan

Countywide Population Forecast	4/18/23 County Council hearing
Countywide Employment Forecast	Summer 2023 County Council hearing
Allocations to individual UGAs	Fall 2023 County Council hearing
Countywide Planning Policies	Fall 2023 County Council hearing
Vacant Buildable Lands Model (VBLM)	Updated model adopted in 2022 County report. Incorporation into Comprehensive Plan indicated through fall 2024-winter 2025 hearing
UGA boundaries and land use designations	Alternatives in County EIS spring/fall 2024. Preferred alternative fall 2024
Final County Comprehensive Plan unincorporated UGA land use designations and policies	Spring 2025 following County Planning Commission and Council hearings

City of Vancouver participation and advocacy

- City staff has participated in the County public kick-off meeting, interjurisdictional staff meetings, and commented on draft County Public Participation Plan
- City Council confirmation to be sought in advance of the most critical County decision points, beginning with April 2023 countywide population forecast adoption
- General policy framework proposed to shape City approach throughout County Comprehensive Plan update process

Suggested policy framework to guide City engagement

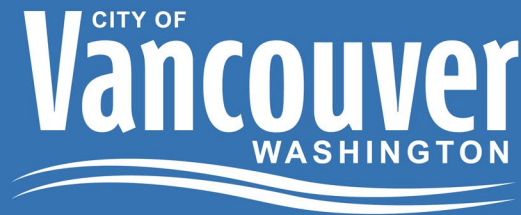
- Pursue technically and legally sound processes and outcomes
- Engage Cities as partners rather than impacted parties or stakeholders
- Consider implications for equity, safety, and climate
- Consider implications for housing affordability, employment, and service provisions
- Facilitate placemaking and locating inter-related uses near each other
- Consider implications for potential future annexation
- Pursue equity among jurisdictions including the County in providing for attainable housing, recognizing differing histories and geographies
- Consider how decisions in this update cycle impact future longer term options, and what options exist for future adjustments
- Consider UGA expansions only where clearly and demonstrably needed to further the balance of these and other City objectives

Next Steps

- County to finalize and adopt Public Participation Plan at anticipated March hearing not yet scheduled
- April 18 tentative County Council hearing to adopt 2045 countywide population forecast
- April 23 end of Washington regular legislative session which may include significant new housing requirements potentially informing approach to County as well as City Comprehensive Plan update

Questions and Discussion

Bryan Snodgrass, Principal Planner, Community Development Department
bryan.snodgrass@cityofvancouver.us, 360-487-7946





TO: Mayor and City Council

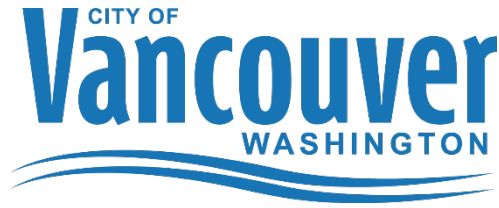
FROM: Eric Holmes, City Manager

DATE: 2/27/2023

SUBJECT Police Camera Program Update

ATTACHMENTS:

▣ Memo



DATE: February 27, 2023

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager
Jeff Mori, Chief of Police

RE: Police Camera Program Update

Executive Summary

The Police Department selected Axon¹ as police camera provider. The first deployment phase of the camera program has started. Axon vendors were on site during the week of February 13, to begin training VPD staff on their product. On February 20, 2023, the first group of patrol officers will begin wearing Axon body worn cameras (BWC) in the field.

Background

In the Spring of 2019, former Vancouver Police Chief, James McElvain, directed Assistant Chief Troy Price to begin work on implementing a police camera program. After a brief pause due to the global pandemic, work on this project continued in the Spring of 2020. The City Council prioritized and appropriated initial funding in the 2021-22 biennial budget, and the Community Task Force on Policing provided input and transparency to the City's police camera program development. An open process that included community members in partnership with the City, drafted a detailed Request for Proposal (RFP) and reviewed vendor proposals to ensure transparency and that the best system was selected. In fall 2022, the City finalized arrangements with the Department of Justice to receive a federal grant to assist with and leverage local funds to establish a camera program for VPD.

By the Spring of 2021, the first police camera vendor was tested and evaluated (T&E). After thorough field testing, that vendor was not selected, and a new RFP was drafted. The following Spring (2022) the company, Axon, was selected for field T&E and ultimately awarded the contract in the Fall of 2022. Work to build out the infrastructure began immediately to include placement of docking stations for the BWC at precincts and installation of the signal sidearm (SSA) telemetry sensor on every pistol holster.

Remaining Timeline

- March 6, 2023 – target date for all police certified staff to be trained and equipped with a BWC.

¹ <https://www.axon.com/>

- Late March 2023 – new Axon Taser training will begin. Transition to new taser platform, with telemetry sensor requires each officer to attend a 10-hour training class.
- April/May 2023 – VPD interview rooms will be upgraded with Axon cameras.
- October/November – Axon camera installed in vehicles.

**Anticipated date. Vehicle camera systems have been ordered but delayed due to supply chain issues.*

Photos of the BWC and SSA

Axon BWC – Model 3



Signal Sidearm Sensor

Sensor



Sensor on bracket



Product on holster

